Holly Springs Town Council
7:00 PM **Tuesday, November 17, 2020**
Regular Meeting
Holly Springs Town Hall Council Chambers
128 S. Main Street, 2nd Floor

Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of November 17, 2020 meeting agenda

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

PUBLIC HEARINGS

5. Voluntary Annexation A20-03, Oakview Innovation - Legislative Public Hearing
6. Voluntary Annexation A20-05, Village Gate - Legislative Public Hearing
7. Village Gate Master Plan & Special Exception Use 20-MAS-02 / 20-SEU-09 - Quasi-Judicial Hearing
8. 348 W Earp Street Special Exception Use 20-SEU-08 - Quasi-Judicial Hearing
9. New Hill Vet Clinic 19-SEU-09 Quasi-Judicial Hearing

CONSENT AGENDA

10. Approve the minutes of the November 3, 2020 Business Meeting and the November 10, 2020 Workshop Meeting.
11. Avent Ferry Road Widening Project Change Order (TOHS Eng. Proj. 12-003)
12. Voluntary Annexation A20-07, 1637 Avent Ferry
13. Signal Fiber Contract Approval and Budget Amendment

NEW BUSINESS

14. Peterson Station Developer Agreement and Plan Amendment 16-DP-17-A03
15. Village Gate Tract 1 Development Plan 20-DP-14
16. Village Gate Tract 2 Development Plan 20-DP-12
17. Village Gate Tract 3 Development Plan 20-DP-13
18. Comprehensive Transportation Plan (CTP) Steering Committee
19. Approve changes to the Memorandum of Agreement (MOA) between Wake County and other development partners on the development of property located at 1317 N. Main St. and Adopt Resolution authorizing Town Manager to execute disposition contract.

OTHER BUSINESS

MANAGER'S REPORT

CLOSED SESSION -

ADJOURNMENT

In accordance with ADA regulations please contact the Town Clerk's office at least 48 hours before the meeting to request an auxiliary aid or service needed to participate in this meeting:
linda.mckinney@hollyspringsnc.us 919-557-3900

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 5.

Public Hearings
Title: Voluntary Annexation A20-03, Oakview Innovation - Legislative Public Hearing
Strategic Priority Area: Responsible & Balanced Growth
Economic Prosperity & Diversity
Staff Resource: Melissa Sigmund, Development Services

Action(s):
Adopt Annexation Ordinance A20-03, annexing 196.57 +/- acres, PINs 639633688, 639842054, 639941045, 0639837664, 0639993500, and 0639721436 owned by Helix Ventures LLC, ABCZ Properties LC, Joyce Scott Lucas, and Duke Energy Progress, Inc.

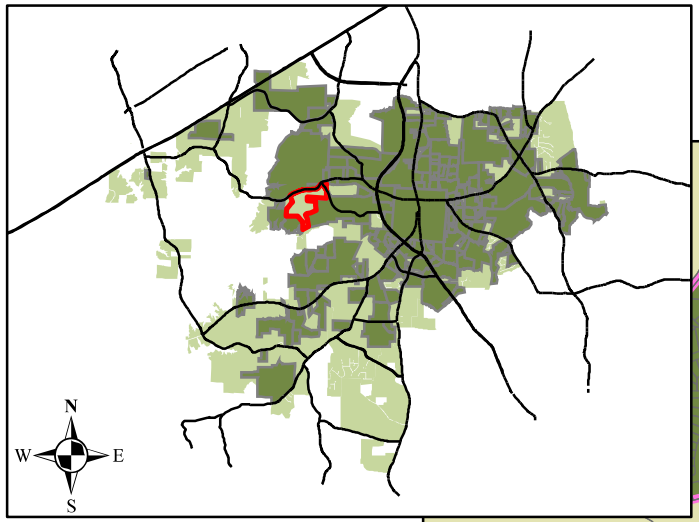
Explanation:
- The Town has received a petition for voluntary annexation of 196.57 +/- acres, located in the vicinity of Green Oaks Parkway and Holly Springs New Hill Road.
- The property is owned by Helix Ventures LLC, ABCZ Properties, LLC, Joyce Scott Lucas, and Duke Energy Progress Inc.
- Annexation is being requested pursuant to plans to develop the property and per the Town Council approved development agreement on November 3, 2020.

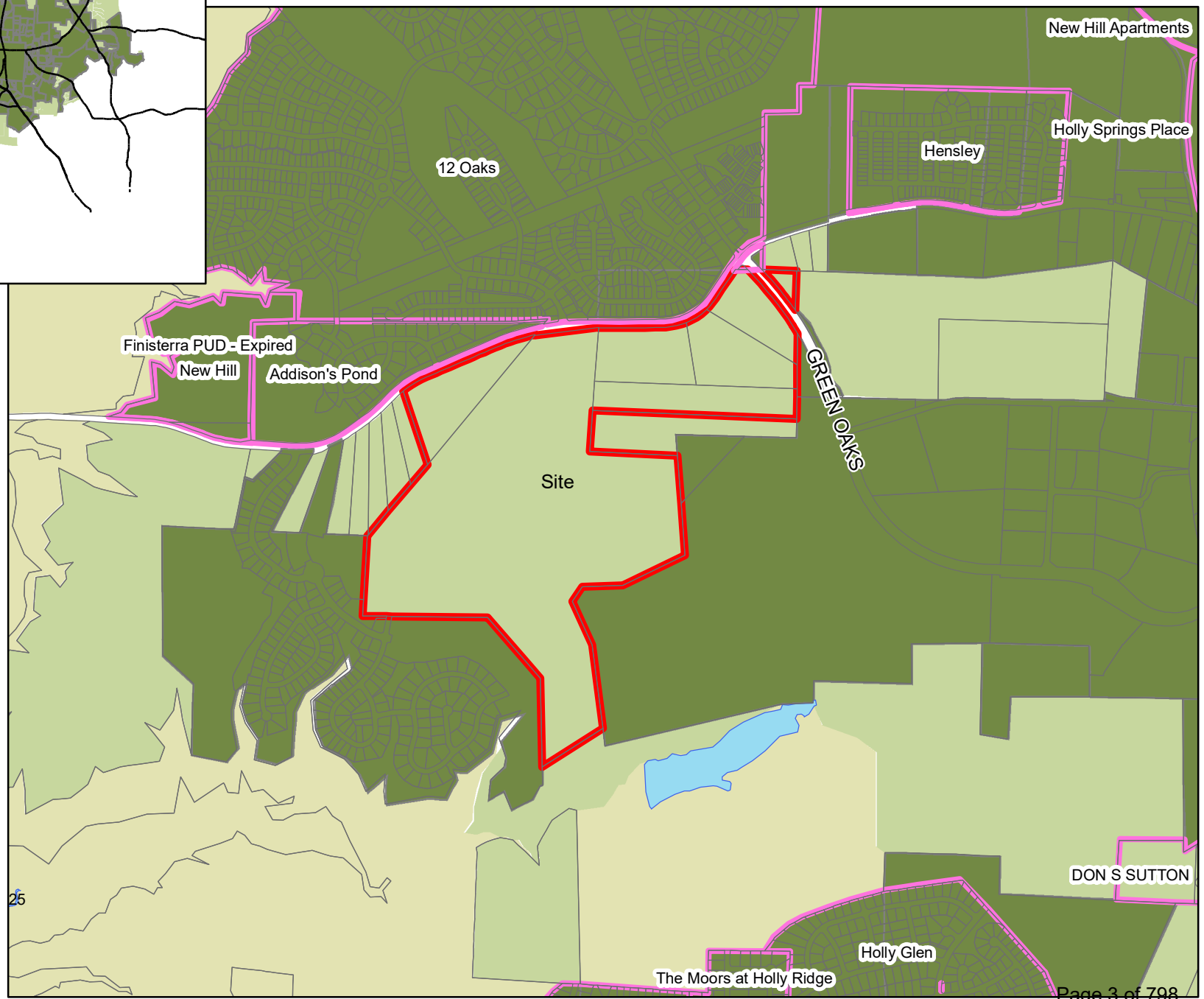
Background:
- The property is owned by Helix Ventures LLC, ABCZ Properties, LLC, Joyce Scott Lucas, and Duke Energy Progress Inc. and is contiguous with Town limits.
- Staff has received feedback from all departments and there are no issues with this annexation.
- The property meets all statutory requirements for annexation.

Funding Source(s):
N/A

Attachment(s):
1. A20-03_Oakview Innovation map
2. A20-03 Resolution of Sufficiency
3. A20-03 Oakview Innovation Ordinance - draft

A 20-3 | Oakview Innovations | 196.57 acres





Legend

- Annexation Property Site
- Subdivisions
- Lakes
- Town Limits
- Extraterrito... Jurisdiction (ETJ)
- Short Range Urban Service Area

Document Path: Y:\Departments\Town Clerk\Annexations\2020 Annexations\20AP03_

THE TOWN OF
Holly Springs

Resolution No.: 20-35
Date Adopted: November 3, 2020
Annexation No.: A20-03

RESOLUTION OF THE HOLLY SPRINGS TOWN COUNCIL DIRECTING THE TOWN CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31 AND FIXING THE DATE OF A PUBLIC HEARING ON THE QUESTION OF ANNEXATION

WHEREAS, a petition requesting annexation of an area described in said petition was received by the Town of Holly Springs; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Holly Springs deems it advisable to proceed in response to this request for annexation, subject to the Clerk's satisfactory investigation of the sufficiency of the petition; and

WHEREAS, the area proposed for annexation is described as follows:

Legal Description for Voluntary Annexation

Properties located in the vicinity of Holly Springs New Hill Road and Green Oaks Parkway, more particularly described as Wake County PINs: 0639837664, 0639943500, 0639721436, 0639633688, 0639842054, 0639941045, 0639837664, 0639943500, and 0639721436.

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Holly Springs, North Carolina, that:

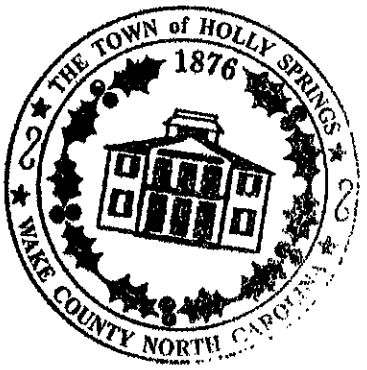
Section 1. The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Holly Springs Town Council the result of her investigation.

Section 2. Subject to the Town Clerk's satisfactory result of her investigation, a public hearing on the question of annexation of the area described herein will be held at the Town Hall Council Chambers, located at 128 S. Main Street, at 7 p.m. (or as soon thereafter as is practicable) on Tuesday, November 17, 2020.

Section 3. Notice of the public hearing shall be published in the Raleigh News & Observer, a newspaper having general circulation in the Town of Holly Springs, at least ten (10) days prior to the date of the public hearing.

Adopted this, the 3rd day of November 2020.

ATTEST:



Dick Sears, Mayor

Linda C. McKinney
Town Clerk

THE TOWN OF
Holly Springs

Annexation Ordinance No.: **A20-03**

Please mail after recordation to:
Town of Holly Springs
Town Clerk's Office
P. O. Box 8
Holly Springs, NC 27540

An Ordinance to Extend the Corporate Limits of the Town of Holly Springs, North Carolina

WHEREAS, the Town Council of the Town of Holly Springs has been petitioned pursuant to the provisions of N.C.G.S. 160A-31 to annex the area described herein; and

WHEREAS, the Town Council of the Town of Holly Springs has directed the Town Clerk to investigate the sufficiency of the petition for annexation; and

WHEREAS, following the certification of the sufficiency of the petition by the Town Clerk, the Town Council fixed a date for a public hearing on the question of annexation and caused a notice thereof to be published in a paper of general circulation in the Town of Holly Springs once ten days prior to the date of the hearing; and

WHEREAS, the Town Council found as a fact following public hearing on the matter that the petition for annexation is sufficient and meets all of the requirements set forth in N.C.G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF HOLLY SPRINGS, NORTH CAROLINA:

Section 1. By virtue of the authority granted by N.C.G.S. 160A-31, the following described territory is hereby annexed and made part of the Town of Holly Springs effective as of the 17th day of November 2020.

Legal Description for Voluntary Annexation

COMMENCING on Town of Holly Springs Geodetic Monument "Alford 33", having North Carolina State Plane Coordinates of N: 693,650.75' E: 2,041,575.85'; thence North 87°54'31" West, 1,604.57 feet to an Existing Iron Rod, the **POINT OF BEGINNING**; thence North 88°34'52" West, 271.30 feet to an Existing Iron Rod; thence South 1°21'21" West, 204.56 feet to an Existing Iron Rod; thence North 87°50'03" West, 1,958.36 feet to an Existing Iron Rod; thence South 3°57'30" West, 396.93 feet to an Iron Rod Found; thence South 87°17'38" East, 842.23 feet to an Existing Iron Rod; thence North 4°16'43" West, 205.60 feet to an Iron Pipe Found; thence

South 88°27'42" East, 661.87 feet to an Iron Pipe Found; thence South 43°37'38" West, 887.36 feet to an Iron Pipe Found; thence South 4°17'38" East, 498.27 feet to an Iron Pipe Found; thence South 64°00'22" West, 660.57 feet to an Iron Pipe Found; thence South 87°59'07" West, 391.27 feet to an Iron Rod Found; thence South 33°56'12" West, 168.44 feet to an Iron Rod Found; thence South 24°20'53" East, 457.54 feet to an Iron Pipe Found; thence South 7°18'46" East, 806.85 feet to an Iron Rod Found; thence South 57°31'50" West, 687.70 feet to an Iron Rod Found; thence North 1°16'09" West, 849.01 feet to an Iron Rod Found; thence North 41°07'36" West, 771.78 feet to an Iron Pipe Found; thence North 89°12'42" West, 1,196.23 feet to an Iron Pipe Found; thence North 3°26'52" East, 767.54 feet to an Iron Pipe Found; thence North 39°51'13" East, 894.19 feet to an Iron Pipe Found; thence North 18°24'28" West, 782.98 feet to a point; thence with a curve to the right having a radius of 1,050.00 feet, a chord bearing and distance of North 59°16’31” East, 272.32 feet to a point; thence North 66°43'34" East, 653.63 feet to a point; thence with a curve to the right having a radius of 2,557.00 feet, a chord bearing and distance of North 78°13’40” East, 1019.70 feet to a point; thence North 89°43'45" East, 664.51 feet to a point; thence with a curve to the left having a radius of 592.00 feet, a chord bearing and distance of North 59°30’27” East, 595.97 feet to a point; thence with a curve to the right having a radius of 1,550.00 feet, a chord bearing and distance of North 37°08’41” East, 423.89 feet to a point; thence South 43°24'28" East, 292.56 feet to a point; thence with a curve to the left having a radius of 2,764.00 feet, a chord bearing and distance of South 30°48’40” East, 1205.57 feet to a point; thence South 18°12'52" East, 109.05 feet to a point; thence North 88°34'52" West, 53.38 feet to the **POINT OF BEGINNING** containing 9,126,401 square feet, or 209.513 acres, more or less.

Adopted this, the 17th day of November, 2020.

ATTEST TO:

_____ _____

Linda C. McKinney, Town Clerk Dick Sears, Mayor

I, Linda C. McKinney, Town Clerk of the Town of Holly Springs, do hereby certify that the foregoing is a true and accurate copy of an annexation ordinance duly adopted by the Town Council of the Town of Holly Springs, North Carolina, at a meeting held November 17, 2020, at 7 o’clock p.m. at the Town Hall in the Town of Holly Springs.

IN WITNESS WHEREOF, I have here unto set my hand and have caused the official corporate seal of said Town to be affixed, this the 17th day of November, 2020.

_____

Linda C. McKinney, Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Public Hearings
Title: Voluntary Annexation A20-05, Village Gate - Legislative Public Hearing
Strategic Priority Area: Responsible & Balanced Growth
Economic Prosperity & Diversity
Staff Resource: Melissa Sigmund, Development Services

Action(s):
Adopt Annexation Ordinance A20-05 annexing 18.28 +/- acres, PINs 0648950812, 0648854727, 0648851905, 0648852906, 0648874081, owned by Elizabeth Y. Barnes and Patsy Y. Edwards, PIN 0648862160, owned by Randy White and Roseann White, PIN 0648864611, owned by Suzanne T. Moore and Eli Zablud, and PIN 0648862939, owned by Danny Vuncannon and Kimbrette Y. Vuncannon.

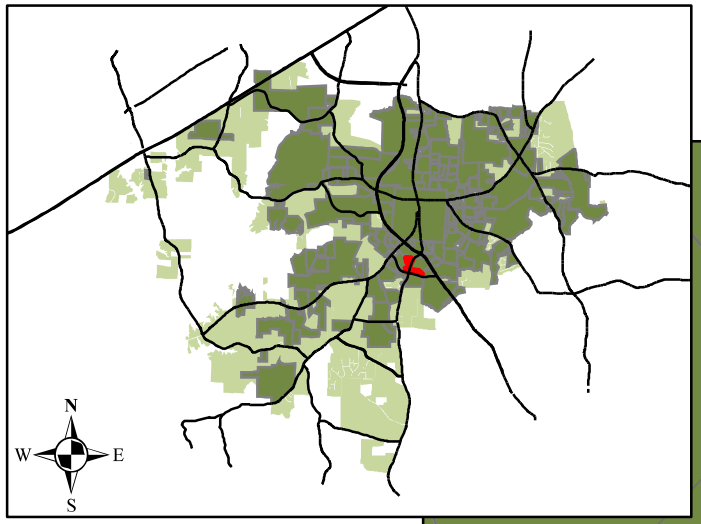
Explanation:
- The Town has received a petition for voluntary annexation of 18.28 +/- acres, located on Main Street near Ralph Stephens and Piney Grove Wilbon Roads.
- The owners of the property are Elizabeth Y Barnes and Pasty Y. Edwards, Randy and Roseann White, Suzanne T. Moore and Eli Zablud, and Danny and Kimbrette Y. Vuncannon.

Background:
- Annexation is requested as part of the development of the Village Gate project and per the Town Council approved development agreement on June 16, 2020.
- Staff has requested feedback from all departments and there were no issues with this annexation.
- The property meets all statutory requirements for annexation.

Funding Source(s):
N/A

Attachment(s):
1. Annexation 20-AP-05 map
2. A20-05 Resolution of Sufficiency - signed
3. A20-05 Annexation Ordinance - draft

A 20-5 | Village Gate | 18.28 acres





Legend

- Annexation Property Site
- Subdivisions
- Lakes
- Town Limits
- Extraterrito... Jurisdiction (ETJ)
- Short Range Urban Service Area

Document Path: Z:\GIS\Candace\2020_MAPS\2020_Annexation Location Map.mxd

THE TOWN OF
Holly Springs

Resolution No.: 20-34
Date Adopted: November 3, 2020
Annexation No.: A20-05

RESOLUTION OF THE HOLLY SPRINGS TOWN COUNCIL DIRECTING THE TOWN CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31 AND FIXING THE DATE OF A PUBLIC HEARING ON THE QUESTION OF ANNEXATION

WHEREAS, a petition requesting annexation of an area described in said petition was received by the Town of Holly Springs; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Holly Springs deems it advisable to proceed in response to this request for annexation, subject to the Clerk's satisfactory investigation of the sufficiency of the petition; and

WHEREAS, the area proposed for annexation is described as follows:

Legal Description for Voluntary Annexation

LEGAL DESCRIPTION ANNEXATION REID # 0182676, 0148765 & 0348874
All that certain parcel of land, situated in Holly Springs, Wake County, North Carolina, being on the lands of Elizabeth Y. Barnes, Patsy Y. Edwards, Jackie Y. McLean and Madge Y. Hinsley (REID 0348874) as described in Deed Book 12130 at Page 2447, Randy and Rosann White (REID 0148765) as described in Deed Book 9062 at Page 1552, Elizabeth Y. Barnes and Patsy Y. Edwards (REID 0182676) as described in Deed Book 12130 at Page 2447, Wake County Records, and being more particularly described as follows: Commencing at NCGS 'Aerosport' having State Plane Coordinates N:684993.62, E:2043505.62 thence N74°45'14"E, 4,632.50' to an Existing Iron Pipe labeled 'Control Corner' having State Plane Coordinates N:686211.80, E:2047975.08 being the Point of Beginning ; thence S89°21'42"E, 163.74' to an Existing Iron Pipe; thence S83°35'33"E 230.77' to an Existing Drill Hole in the Sidewalk being on the Western Right of Way of South main Street; thence along said Right of Way a curve to the Left having a radius of 4052.00', a length of 89.33' and a direction of S16°43'44"W, 89.33' to an Existing Drill Hole in the Sidewalk; thence along said Right of Way a curve to the Left having a radius of 4054.07', a length of 86.60' and a direction of S16°36'19"W, 86.60' to an Existing Drill Hole in the Sidewalk; thence along said Right of Way a curve to the Left having a radius of 4054.07', a length of 180.40' and a direction of S16°21'47"W, 180.38' to an Existing Iron Pipe; thence along said Right of Way a curve to the Left having a radius of 4057.25', a length of 18.84' and a direction of S13°50'12"W, 18.84' to an Existing Iron Pipe; thence along said Right of Way S13°42'13"W, 50.43' to an Existing Iron Pipe; thence along said Right of Way S59°30'11"W, 36.74' to an Existing Iron

Office *of* the Mayor
128 S. Main Street • P.O. Box 8 • Holly Springs, NC 27540 • (919) 557-3901 • (919) 552-0654 *fax*
dick.sears@hollyspringsnc.us • www.hollyspringsnc.us

Pipe; thence leaving said Right of Way N84°30'58"W, 198.95' to an Existing Iron Pipe on the Northern Right of Way of Ralph Stevens Road; thence along said Right of Way N63°27'03"W,55.93' to Existing Iron Pipe; thence Leaving said Right of Way N00°38'18"W, 408.35' to an Existing Iron Pipe; said Existing Iron Pipe being the Point of Beginning. Said Annexation contains 143,293 square feet, 3.29 ac more or less.

LEGAL DESCRIPTION ANNEXATION REID # 0206586, 0343941 & 0203248

All that certain parcel of land, situated in Holly Springs, Wake County, North Carolina, being on the lands of Danny R. & Kimbrette Vuncannon (REID 0206586) as described in Deed Book 12130 at Page 2441, Elizabeth Y. Barnes, Patsy Y. Edwards, Jackie Y. McLean, Madge Y. Hinsley, Betty Y. Holleman, Nancy Y. Perry, James F. Yarborough Jr. and Kimbrette Y. Vuncannon (REID 0343941) as described in Deed Book 14197 at Page 2522, Suzanne T. Moore and Eli Zablud (REID 0203248) as described in Deed Book 17886 at Page 2614, Wake County Records, and being more particularly described as follows: Commencing at NCGS 'Aerosport' having State Plane Coordinates N:684993.62, E:2043505.62 thence N68°15'07"E, 4,886.57' to an Existing Iron Pipe labeled 'Control Corner' having State Plane Coordinates N:686804.23, E:2048044.37 being the Point of Beginning ; thence N36°18'10"E, 51.47' to an Existing Iron Pipe; thence N09°17'59"W, 316.26' to an Existing Iron Pipe; thence N03°01'00"W, 117.41' to an Existing Axle; thence N89°51'38"E, 342.51' to an Existing Iron Pipe; thence N89°51'38"E, 185.63' to an Existing Iron Pipe; thence S42°38'23"W, 184.53' to an Existing Iron Pipe; thence S69°51'48"E, 364.85' bypassing an Existing Drill Hole in the Sidewalk to a point in the Existing Center Line Right of Way of S. Main Street; thence along said Center Line Right of Way a Curve to the Left having a radius of 926.00', a length of 215.95' and a direction of S27°46'31"W, 215.46' to a point in the Existing Center Line Right of Way of S. Main Street; thence along said Existing Center Line Right of Way of S. Main Street S21°05'40"W, 74.42' to a point in the Existing Center Line Right of Way of S. Main Street; thence along said Existing Center Line Right of Way of S. Main Street S20°43'27"W, 101.88' to a point in the Existing Center Line Right of Way of S. Main Street; thence along said Existing Center Line Right of Way of S. Main Street S21°06'48"W, 208.75' to a point in the Existing Center Line Right of Way of S. Main Street; thence Leaving Existing Center Line Right of Way of S. Main Street N70°37'20"W, 322.53' bypassing an Existing Drill Hole in the Sidewalk to an Existing Iron Pipe; thence N17°24'47"E, 117.81' to an Existing Iron Pipe; thence N19°06'37"E, 92.13' to an Existing Iron Pipe; thence N82°15'29"W, 243.82' to an Existing Iron Pipe; said Existing Iron Pipe being the Point of Beginning. Said Annexation contains 372,178 square feet, 8.54 ac more or less.

LEGAL DESCRIPTION ANNEXATION REID # 0067342 & 0476096

All that certain parcel of land, situated in Holly Springs, Wake County, North Carolina, being on the lands of Elizabeth Y. Barnes, Patsy Y. Edwards, Jackie Y. McLean, Madge Y. Hinsley, Betty Y. Holleman, Nancy Y. Perry, James F. Yarborough Jr. and Kimbrette Y. Vuncannon (REID 0067342) as described in Deed Book 16147 at Page 705 and Elizabeth Y. Barnes, Patsy Y. Edwards, Jackie Y. McLean, Madge Y. Hinsley (REID 0476096) as described in Deed Book 12130 at Page 2447, Wake County Records, and being more particularly described as follows: Commencing at NCGS 'Aerosport' having State Plane Coordinates N:684993.62, E:2043505.62 thence N78°05'56"E, 5,037.34' to an Existing Iron Pipe labeled 'Control Corner' having State Plane Coordinates N:686032.44, E:2048434.68 being the Point of Beginning ; thence S84°36'54"E, 911.56' to an Existing Iron Rebar; thence S49°08'49"E, 505.60' to an Existing Concrete Monument; thence N84°32'17"W, 1,014.05' to an Existing Iron Pipe; thence N84°31'19"W, 179.03' to an Existing Iron Pipe; thence N84°32'38"W, 156.58' to an Existing Iron Pipe; thence N35°55'00"W, 26.14' to an Existing Iron Pipe on the Eastern Right of Way of S. Main Street; thence along said Right of Way N14°44'15"E, 37.42' to an Existing Iron Pipe; thence N14°51'53"E, 18.57' to an Existing Iron Pipe on the Eastern Right of Way of S. Main Street; thence along said Right of Way N14°19'51"E, 47.08' to an Existing Iron Pipe; thence N14°28'55"E, 104.73' to an Existing Iron Pipe on the Eastern Right of Way of S. Main Street; thence along said Right of Way N14°22'24"E, 67.55' to an Existing Iron Pipe; said Existing Iron Pipe being the Point of Beginning. Said Annexation contains 333,218 square feet, 7.65 ac more or less.

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Holly Springs, North Carolina, that:

Section 1. The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Holly Springs Town Council the result of her investigation.

Section 2. Subject to the Town Clerk's satisfactory result of her investigation, a public hearing on the question of annexation of the area described herein will be held at the Town Hall Council Chambers, located at 128 S. Main Street, at 7 p.m. (or as soon thereafter as is practicable) on Tuesday November 17, 2020.

Section 3. Notice of the public hearing shall be published in the Raleigh News & Observer, newspapers having general circulation in the Town of Holly Springs, at least ten (10) days prior to the date of the public hearing.

Adopted this, the 3rd day of November 2020.

ATTEST:

Dick Sears, Mayor

Linda C. McKinney
Town Clerk

Office of the Mayor
128 S. Main Street • P.O. Box 8 • Holly Springs, NC 27540 • (919) 557-3901 • (919) 552-0654 *fax*
dick.sears@hollyspringsnc.us • www.hollyspringsnc.us

THE TOWN OF
Holly Springs

Annexation Ordinance No.: **A20-05**

Please mail after recordation to:
Town of Holly Springs
Town Clerk's Office
P. O. Box 8
Holly Springs, NC 27540

An Ordinance to Extend the Corporate Limits of the Town of Holly Springs, North Carolina

WHEREAS, the Town Council of the Town of Holly Springs has been petitioned pursuant to the provisions of N.C.G.S. 160A-31 to annex the area described herein; and

WHEREAS, the Town Council of the Town of Holly Springs has directed the Town Clerk to investigate the sufficiency of the petition for annexation; and

WHEREAS, following the certification of the sufficiency of the petition by the Town Clerk, the Town Council fixed a date for a public hearing on the question of annexation and caused a notice thereof to be published in a paper of general circulation in the Town of Holly Springs once ten days prior to the date of the hearing; and

WHEREAS, the Town Council found as a fact following public hearing on the matter that the petition for annexation is sufficient and meets all of the requirements set forth in N.C.G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF HOLLY SPRINGS, NORTH CAROLINA:

Section 1. By virtue of the authority granted by N.C.G.S. 160A-31, the following described territory is hereby annexed and made part of the Town of Holly Springs effective as of the 17th day of November 2020.

Legal Description for Voluntary Annexation

LEGAL DESCRIPTION REID PINs 0182676, 0148765 & 0348874
All that certain parcel of land, situated in Holly Springs, Wake County, North Carolina, being on the lands of Elizabeth Y. Barnes, Patsy Y. Edwards, Jackie Y. McLean and Madge Y. Hinsley (REID 0348874) as described in Deed Book 12130 at Page 2447, Randy and Rosann White (REID 0148765) as described in Deed Book 9062 at Page 1552, Elizabeth Y. Barnes and Patsy Y. Edwards (REID 0182676) as described in Deed Book 12130 at Page 2447, Wake County Records, and being more particularly described as follows: Commencing at NCGS 'Aerosport'

having State Plane Coordinates N:684993.62, E:2043505.62 thence N74°45'14"E, 4,632.50' to an Existing Iron Pipe labeled 'Control Corner' having State Plane Coordinates N:686211.80, E:2047975.08 being the Point of Beginning ; thence S89°21'42"E, 163.74' to an Existing Iron Pipe; thence S83°35'33"E 230.77' to an Existing Drill Hole in the Sidewalk being on the Western Right of Way of South main Street; thence along said Right of Way a curve to the Left having a radius of 4052.00', a length of 89.33' and a direction of S16°43'44"W, 89.33' to an Existing Drill Hole in the Sidewalk; thence along said Right of Way a curve to the Left having a radius of 4054.07', a length of 86.60' and a direction of S16°36'19"W, 86.60' to an Existing Drill Hole in the Sidewalk; thence along said Right of Way a curve to the Left having a radius of 4054.07', a length of 180.40' and a direction of S16°21'47"W, 180.38' to an Existing Iron Pipe; thence along said Right of Way a curve to the Left having a radius of 4057.25', a length of 18.84' and a direction of S13°50'12"W, 18.84' to an Existing Iron Pipe; thence along said Right of Way S13°42'13"W, 50.43' to an Existing Iron Pipe; thence along said Right of Way S59°30'11"W, 36.74' to an Existing Iron Pipe; thence leaving said Right of Way N84°30'58"W, 198.95' to an Existing Iron Pipe on the Northern Right of Way of Ralph Stevens Road; thence along said Right of Way N63°27'03"W,55.93' to Existing Iron Pipe; thence Leaving said Right of Way N00°38'18"W, 408.35' to an Existing Iron Pipe; said Existing Iron Pipe being the Point of Beginning. Said Annexation contains 143,293 square feet, 3.29 ac more or less.

LEGAL DESCRIPTION REID PINs 0206586, 0343941 & 0203248

All that certain parcel of land, situated in Holly Springs, Wake County, North Carolina, being on the lands of Danny R. & Kimbrette Vuncannon (REID 0206586) as described in Deed Book 12130 at Page 2441, Elizabeth Y. Barnes, Patsy Y. Edwards, Jackie Y. McLean, Madge Y. Hinsley, Betty Y. Holleman, Nancy Y. Perry, James F. Yarborough Jr. and Kimbrette Y. Vuncannon (REID 0343941) as described in Deed Book 14197 at Page 2522, Suzanne T. Moore and Eli Zablud (REID 0203248) as described in Deed Book 17886 at Page 2614, Wake County Records, and being more particularly described as follows: Commencing at NCGS 'Aerosport' having State Plane Coordinates N:684993.62, E:2043505.62 thence N68°15'07"E, 4,886.57' to an Existing Iron Pipe labeled 'Control Corner' having State Plane Coordinates N:686804.23, E:2048044.37 being the Point of Beginning ; thence N36°18'10"E, 51.47' to an Existing Iron Pipe; thence N09°17'59"W, 316.26' to an Existing Iron Pipe; thence N03°01'00"W, 117.41' to an Existing Axle; thence N89°51'38"E, 342.51' to an Existing Iron Pipe; thence N89°51'38"E, 185.63' to an Existing Iron Pipe; thence S42°38'23"W, 184.53' to an Existing Iron Pipe; thence S69°51'48"E, 364.85' bypassing an Existing Drill Hole in the Sidewalk to a point in the Existing Center Line Right of Way of S. Main Street; thence along said Center Line Right of Way a Curve to the Left having a radius of 926.00', a length of 215.95' and a direction of S27°46'31"W, 215.46' to a point in the Existing Center Line Right of Way of S. Main Street; thence along said Existing Center Line Right of Way of S. Main Street S21°05'40"W, 74.42' to a point in the Existing Center Line Right of Way of S. Main Street; thence along said Existing Center Line Right of Way of S. Main Street S20°43'27"W, 101.88' to a point in the Existing Center Line Right of Way of S. Main Street; thence along said Existing Center Line Right of Way of S. Main Street S21°06'48"W, 208.75' to a point in the Existing Center Line Right of Way of S. Main Street; thence Leaving Existing Center Line Right of Way of S. Main Street N70°37'20"W, 322.53' bypassing an Existing Drill Hole in the Sidewalk to an Existing Iron Pipe; thence N17°24'47"E, 117.81' to an Existing Iron Pipe; thence N19°06'37"E, 92.13' to an Existing Iron Pipe; thence N82°15'29"W, 243.82' to an Existing Iron Pipe; said Existing Iron Pipe being the Point of Beginning. Said Annexation contains 372,178 square feet, 8.54 ac more or less.

LEGAL DESCRIPTION REID PINs 0067342 & 0476096

All that certain parcel of land, situated in Holly Springs, Wake County, North Carolina, being on the lands of Elizabeth Y. Barnes, Patsy Y. Edwards, Jackie Y. McLean, Madge Y. Hinsley, Betty Y. Holleman, Nancy Y. Perry, James F. Yarborough Jr. and Kimbrette Y. Vuncannon (REID 0067342) as described in Deed Book 16147 at Page 705 and Elizabeth Y. Barnes, Patsy Y. Edwards, Jackie Y. McLean, Madge Y. Hinsley (REID 0476096) as described in Deed Book 12130 at Page 2447, Wake County Records, and being more particularly described as follows: Commencing at NCGS 'Aerosport' having State Plane Coordinates N:684993.62, E:2043505.62 thence N78°05'56"E, 5,037.34' to an Existing Iron Pipe labeled 'Control Corner' having State Plane Coordinates N:686032.44, E:2048434.68 being the Point of Beginning ; thence S84°36'54"E, 911.56' to an Existing Iron Rebar; thence S49°08'49"E, 505.60' to an Existing Concrete Monument; thence N84°32'17"W, 1,014.05' to an Existing Iron Pipe; thence N84°31'19"W, 179.03' to an Existing Iron Pipe; thence N84°32'38"W, 156.58' to an Existing Iron Pipe; thence N35°55'00"W, 26.14' to an Existing Iron Pipe on the Eastern Right of Way of S. Main Street; thence along said Right of Way N14°44'15"E, 37.42' to an Existing Iron Pipe; thence N14°51'53"E, 18.57' to an Existing Iron Pipe on the Eastern Right of Way of S. Main Street; thence along said Right of Way N14°19'51"E, 47.08' to an Existing Iron Pipe; thence N14°28'55"E, 104.73' to an Existing Iron Pipe on the Eastern Right of Way of S. Main Street; thence along said Right of Way N14°22'24"E, 67.55' to an Existing Iron Pipe; said Existing Iron Pipe being the Point of Beginning. Said Annexation contains 333,218 square feet, 7.65 ac more or less.

Adopted this, the 17th day of November, 2020.

ATTEST TO:

_____ _____

Linda C. McKinney, Town Clerk Dick Sears, Mayor

I, Linda C. McKinney, Town Clerk of the Town of Holly Springs, do hereby certify that the foregoing is a true and accurate copy of an annexation ordinance duly adopted by the Town Council of the Town of Holly Springs, North Carolina, at a meeting held November 17, 2020, at 7 o'clock p.m. at the Town Hall in the Town of Holly Springs.

IN WITNESS WHEREOF, I have here unto set my hand and have caused the official corporate seal of said Town to be affixed, this the 17th day of November, 2020.

_____

Linda C. McKinney, Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Public Hearings

Title: Village Gate Master Plan & Special Exception Use 20-MAS-02 / 20-SEU-09 - Quasi-Judicial Hearing

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

Staff Resource: Sean Ryan, Development Services, Rachel Jones, Development Services

Action(s):

1. Conduct Quasi-Judicial Public Hearing to consider a Special Exception Use (SEU) and Variances for Village Gate.
2. Adopt Resolution 20-38 to make and accept the Findings of Fact for consideration of and to approve SEU, Variances, and Waivers.
3. Approve/deny/defer Village Gate Detailed Master Plan with the conditions stated in the attachment.

Explanation:

- The Town has received a request for a Detailed Master Plan (mixed-use subdivision) and Special Exception Use (SEU) to allow for a Mixed-Use Option development located at the intersection of Ralph Stephens Road and S. Main Street.
- A Detailed Master Plan provides for transportation improvements, utility layout, lot lines, common landscaping and tree preservation areas, and master architectural guidelines (common building materials and colors) for development of the property.
- A Detailed Master Plan is required for the project in accordance with the Village Gate Development Agreement approved by the Town Council on June 16, 2020.
- In conjunction with the requested SEU, the applicant is requesting Variances and Waivers of certain development requirements, as follows:
    - a reduction in the minimum side and rear bufferyard (west property line) on Tracts 1 and 2 from 20 feet to 5 feet
    - a reduction in the minimum Plant Unit Value for thoroughfare yards on Tracts 1, 2, and 3 from a Type-A 75 Plant Unit Value to street trees placed 40 feet on center
    - a reduction in the minimum Plant Unit Value for bufferyards on Tracts 1 and 2 from a Type-C 150 Plant Unit Value to a Type-C 55 Plant Unit Value
    - a reduction in the minimum off-street loading dimensions on Tract 3 from twelve (12) feet in width to nine (9) feet
    - to allow alternate compliance for Tree Preservation Area Priority
- The Detailed Master Plan establishes the primary uses and density of development, which have been previously outlined in the Development Agreement. This includes 93,000 square feet of non-residential uses, 344,144 square feet of residential uses (a maximum of 350 units or 17.32 units per acre), and 16,360 square feet of educational uses.

Planning Board Recommendation:
The Planning Board discussed the following issues and concerns on 10/27/2020:

- An explanation of the development agreement that was approved and the timing of the agreement in relation to the approval of the recent UDO amendments to the Mixed-Use Option.
- A discussions about the required streetscape elements and if this plan sufficiently addressed the requirements.
- A discussion about the waiver for Tree Preservation requirements.
- Who would be eligible for the workforce housing units.

Planning Board Recommendations:

Tree Preservation Waiver: The Planning Board recommended approval (6-2-1)

Those voting against the motion were:

- Mr. Crandall: Insufficient details provided and should be discussed further.
- Mr. Stuckey: Needs more detail for a decision to be made.

Special Exception Use & Detailed Master Plan: The Planning Board recommended approval (6-2-1)

Those voting against the motion were:

- Mr. Crandall: Requests that Town Council review the Planning Board discussion items highlighted in the Planning Board Staff Report and the timing between the approval of the Development Agreement in relation to the Mixed-Use Option UDO updates.
- Mr. Stuckey: Needs more detail for a decision to be made.

Additional Staff Information:

- *Information on requested Yard and Bufferyard Variances*
    - *A Type C Bufferyard is intended to create a substantial visual barrier and provide a sound barrier effect. It is located on lots in higher intensity districts which abut lots located in lesser intense districts that may be adversely impacted by the lights, sounds and regular operations of the higher intensity district and requires significant use of evergreen varieties to provide year-round buffering accented with deciduous trees or shrubs/hedge plants. Refer to the attached landscaping "cheat sheet" for a visual depiction. The adjacent properties to the west are part of the Stephens Tract Townhomes project and there are no residential units directly adjacent to the property line. It does not appear the reduction will significantly impact future residents.*
    - *A Type A Yard is intended for use on lots where the district of the abutting lots includes permitted uses with similar intensities, lights, sounds and regular operations and would have minimal, if any, negative impact on adjacent properties. The majority of the landscape materials are a large deciduous tree variety. Refer to the attached landscaping "cheat sheet" for a visual depiction.*
- *Information on Requested Tree Preservation Waiver*

- *The applicant is required to provide 10% of the project area as Tree Preservation Area. This requirement has been met with the proposed Master Plan. The requested waiver is to provide alternate compliance with the Town's tree preservation priority areas. The Unified Development Ordinance(UDO) contains specific metrics for tree preservation such as the types and sizes of qualifying trees, the composition (hardwood/evergreen) of tree preservation areas, and location of trees/tree stands. The applicant has outlined in their findings of fact for the waiver that their intent is to preserve naturally occurring stands of trees along the west and north property lines of tracts 1 and 2 which are adjacent to contiguous tree preservation areas provided by the Stephens Tract Townhome project and Southpark Village to allow for a continuation of the existing tree canopy. Tract 3 is largely void of any existing tree canopy.*
- *The Town Council should weigh the request for alternate compliance with other Town policy goals and determine if the waiver should be granted as presented for this specific project.*

Background:

- The Town Council approved a Development Agreement for this project on June 16, 2020.
- Parcel was zoned CB Community Business on June 16, 2020.

Funding Source(s):

N/A

Attachment(s):

1. VillageGate20MAS03_Plans
2. VillageGateTract220DP12_Conditions
3. VillageGate20MAS03_ResolutionFingsofFact_SEU_VARTC_WAV
4. LandscapeCheatSheet

Town *of* Holly Springs
Staff Report to the Planning Board

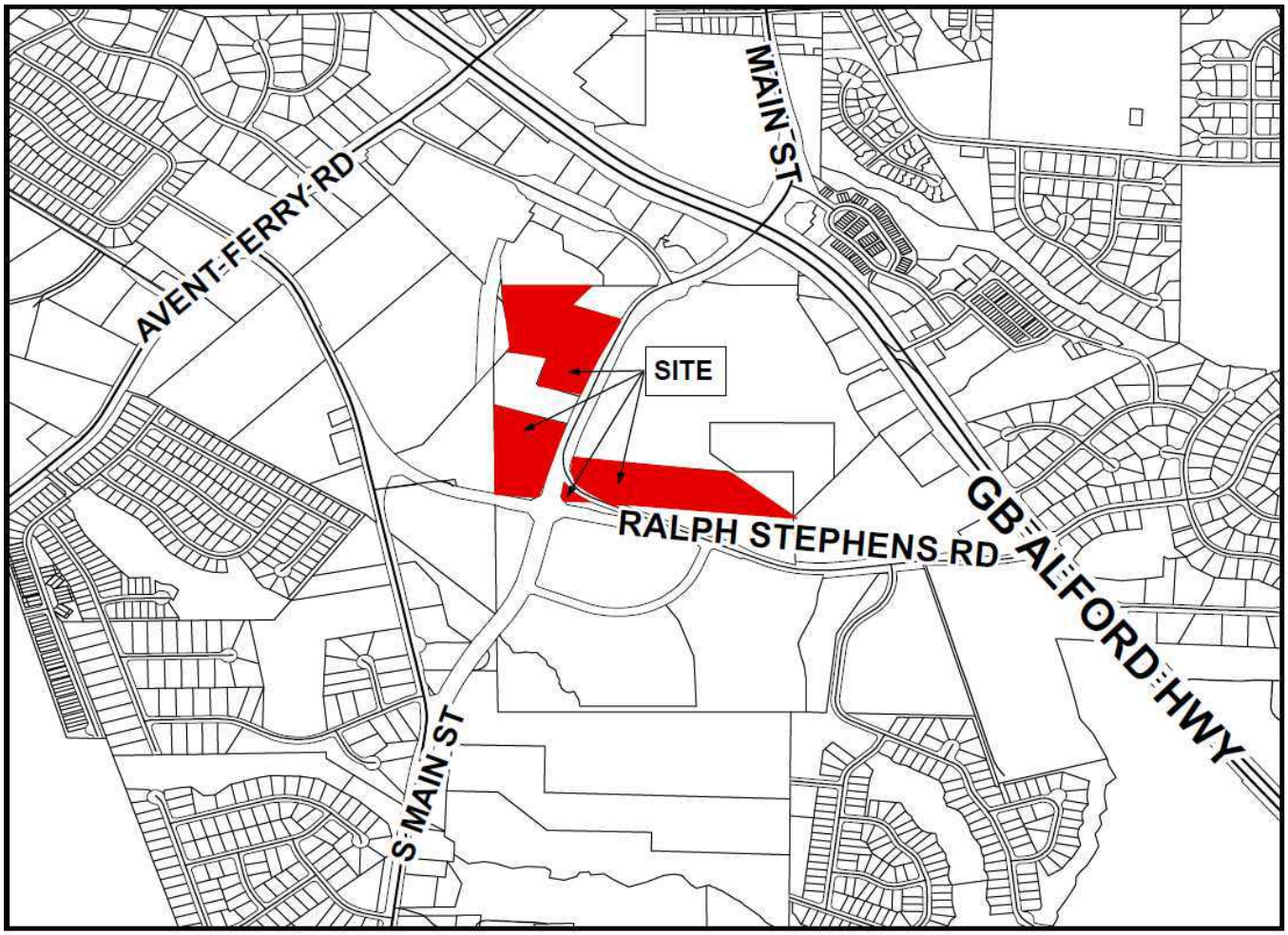
REQUEST FOR SPECIAL EXCEPTION USE AND DETAILED MASTER PLAN
VILLAGE GATE
20-SEU-09 / 20-MAS-03

APPLICANT(S):
Laura Holloman
McAdams
2905 Meridian Prky
Durham, NC 27713

DEVELOPER(S):
Eli Zablud
Dunn Investments, LLC
220 Tals Rock Way, Ste. 305
Cary, NC 27519

OWNER(S):
Barnes, Elizabeth
Edwards, Patsy
Dunn Investments LLC
Yarborough, James
Yarborough, Elizabeth
Vuncannon, Danny
Vuncannon, Kimbrette
Moore, Suzanne
Zablud, Eli

LOCATION:



[ ] Within Corporate Limits of Holly Springs [**X**] Within Holly Springs ETJ [**X**] Annexation Pending

ANTICIPATED REVIEW SCHEDULE:

Planning Board: October 27, 2020
Town Council Public Hearing & Action: November 17, 2020

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

ATTACHMENTS: Detailed Master Plan, Petitioner's Response to the Special Exception Use Petition Findings of Fact, Petitioner's Response to the Variance Petition Findings of Fact (for Town Council consideration)

PARCEL INFORMATION			
OWNER	**PARCEL #**	**ZONING**	**AREA**
Barnes, Elizabeth Edwards, Patsy	648851905	CB CU: Community Business Conditional Use	2.22± acres
Barnes, Elizabeth Edwards, Patsy	648852906	CB CU: Community Business Conditional Use	0.21± acres
Barnes, Elizabeth Edwards, Patsy	648854727	CB CU: Community Business Conditional Use	0.2± acres
Barnes, Elizabeth Edwards, Patsy	648860360	CB CU: Community Business Conditional Use	0.79± acres
Dunn Investments LLC	648862150	CB CU: Community Business Conditional Use	0.84± acres
Yarborough, James Yarborough, Elizabeth	648862276	CB CU: Community Business Conditional Use	0.64± acres
Vuncannon, Danny Vuncannon, Kimbrette	648862939	CB CU: Community Business Conditional Use	3.88± acres
Moore, Suzanne Zablud, Eli	648864611	CB CU: Community Business Conditional Use	1.33± acres
Barnes, Elizabeth Edwards, Patsy	648874081	CB CU: Community Business Conditional Use	2.59± acres
Barnes, Elizabeth Edwards, Patsy	648950812	CB CU: Community Business Conditional Use	7.01± acres
		TOTAL	**19.71± acres**

ADJACENT PROPERTY SITE DATA		
	ZONING	**EXISTING LAND USE**
Subject Property	CB CU: Community Business Conditional Use	Vacant, undeveloped
North	CB: Community Business	Western Parcels: South Park Village commercial center Eastern Parcels: Shoppes At Holly Springs commercial center
South	CB: Community Business	Ralph Stephens Road, pre-school, undeveloped (planned Long-Term Care facility)
East	CB: Community Business	Shoppes At Holly Springs commercial center and Collins Park commercial center
West	R-MF-8, R-MF-15 Multi-family Residential	Vacant, undeveloped (planned townhome development)

PROPERTY HISTORY

ETJ History

Resolution: 05-03
Approved by Town Council on: January 5, 2005

Rezoning History
Rezoning Number: 19-REZ-03
Original Zoning: R-20 and CB
Proposed Zoning: CB CU
Approved by Town Council on: June 16, 2020

Development Agreement History
Approved by Town Council on: June 16, 2020

The Development Agreement generally provides for the following:

- Establishes the Permitted Uses of the project:
  - Tract 1 will include a 12,000 sq. ft. commercial building and 190 age targeted residential units
  - Tract 2 will include a 60,000 sq. ft. office building(s)
  - Tract 3 will include a day care and a 90,000 sq. ft. mixed use building with 160 residential units
    - 50 units will be reserved for workforce housing
      - Units will be available to those earning between 50-80% Area Median Income (AMI)
      - Units will be affordable for a period of 20 years
- Requires sewer construction
- Lists the necessary transportation improvements
- Provides an extended pedestrian connection
- Requires annexation

SPECIAL EXCEPTION USE

Request to allow for a Special Exception Use as specified in Unified Development Ordinance Section 3.05 C. to allow for a Mixed Use Option project in the CB Community Business District at the properties located at 0 Ralph Stephens Road, 0, 1012, 1024, 1036, 1054, 1060, 1064, 1068, & 1072 S Main Street, Wake County PINs 648851905, 648852906, 648854727, 648860360, 648862150, 648862276, 648862939, 648864611, 648874081, & 648950812.

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

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

and to minimize economic, glare, odor, and other impacts on adjoining properties and properties in the general neighborhood;

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

WAIVER REQUESTS

1. 20-WAV-18: Request to allow for a Waiver of Regulations of UDO Section 7.01 J. Required Tree Preservation Requirements to allow alternate compliance for Tree Preservation Area Priority in association with Detailed Master Plan Petition #20-MAS-03.

UDO Requirements:
Section 7.01 J. 5. c. Tree Preservation Area Priority

c. Tree Preservation Area Priority

(1) The highest priority *tree preservation areas* must be those that preserve *specimen trees* and existing significant tree stands, particularly those located on the perimeter of proposed *projects* and along greenway trails. The order of ranking, from highest to lowest, shall be from sub-Section (a)., to sub-Section (b)., to sub-Section (c)., to sub-Section (d)., outlined below:

(a) Specimen Tree Preservation
(b) Significant Tree Stands
(c) Supplemental Undisturbed Perimeter Landscape Yards
(d) Significant Natural Resource Areas

Waiver Findings of Fact:

a. The proposed development represents an innovative solution for tree preservation, which will enhance the use or value of area properties beyond the enhancement that would otherwise occur under the strict application of the Required Tree Protection requirements; or,

The strict application of the terms of the Required Tree Protection requirements represents an unusual or unnecessary hardship when applied to the proposed development;

b. The granting of a waiver will not cause negative impacts on the environment;
c. The proposed development is consistent with the intent of the Comprehensive Plan; and,
d. The proposed development is consistent with the intent and purpose of this UDO.

TOWN COUNCIL VARIANCE REQUESTS

1. 20-VARTC-07: Request to allow for a Variance of Regulations of UDO Section 3.05 C. 3. d. (1) (a) Development Standards, Building Setbacks and Separation, to allow a reduction in

the minimum side and rear bufferyard on Tracts 1 and 2 from 20 feet to 5 feet in association with Detailed Master Plan Petition #20-MAS-03.

UDO Requirements:
Section 3.05 C. 3. d. (1) (a) Development Standards, Building Setbacks and Separation

Buildings located on the periphery of the Mixed Use Option project directly adjacent to a residential district shall be located a minimum of twenty (20) feet from the project boundary.
Variance Findings of Fact:

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

2. 20-VARTC-08: Request to allow for a Variance of Regulations of UDO Section 7.01, D. Landscape Regulations, Required Landscaping of Required Front, Side and Rear Yards and Required Front, Side and Rear Bufferyards in All Districts, to allow a reduction in the minimum Plant Unit Value for thoroughfare yards on Tracts 1, 2, and 2 from a Type-A 75 Plant Unit Value to street trees placed 40 feet on center in association with Detailed Master Plan Petition #20-MAS-03.

UDO Requirements:
Section 7.01, D. Landscape Regulations, Required Landscaping of Required Front, Side and Rear Yards and Required Front, Side and Rear Bufferyards in All Districts

Type and Plant Unit Value of Required Landscaping: A-75

Variance Findings of Fact:

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

3. 20-VARTC-09: Request to allow for a Variance of Regulations of UDO Section 7.01, D. Landscape Regulations, Required Landscaping of Required Front, Side and Rear Yards and Required Front, Side and Rear Bufferyards in All Districts, to allow a reduction in the

minimum Plant Unit Value for bufferyards on Tracts 1 and 2 from a Type-C 150 Plant Unit Value to a Type-C 55 Plant Unit Value in association with Detailed Master Plan Petition #20-MAS-03.

UDO Requirements:
Section 7.01, D. Landscape Regulations, Required Landscaping of Required Front, Side and Rear Yards and Required Front, Side and Rear Bufferyards in All Districts

Type and Plant Unit Value of Required Landscaping: C-150

Variance Findings of Fact:

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

4. 20-VARTC-10: Request to allow for a Variance of Regulations of UDO Section 7.05, B. Off-Street Loading Regulations, Design and Construction of Loading Areas, to allow a reduction in the minimum off-street loading dimensions on Tract 3 from twelve (12) feet in width to nine (9) feet in width in association with Detailed Master Plan Petition #20-MAS-03.

UDO Requirements:
Section 7.05, B. Off-Street Loading Regulations, Design and Construction of Loading Areas

B. Loading Space Dimensions – A required or excess *off-street loading space* shall be at least twelve (12) feet in width by at least fifty-five (55) feet in length, exclusive of aisle and maneuvering space, and shall have a vertical clearance of at least fifteen (15) feet. However, a waiver may be requested in accordance with Section 7.05 G. Waiver of Off-Street Loading Regulations, if *off-street loading* will not involve the use of semi-tractor combinations or other vehicles in excess of twenty-five (25) feet in length. No *off-street loading area* may be reduced to less than ten (10) feet in width by twenty-five (25) feet in length

Variance Findings of Fact:

(1) Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.
(2) The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.

(3) The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.
(4) The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.

STAFF ANALYSIS

PROJECT OVERVIEW
The Town has received a request for a Detailed Master Plan (mixed-use subdivision) and Special Exception Use to allow for a Mixed-Use Option development located at the intersection of Ralph Stephens Road and S. Main Street. A Detailed Master Plan is required for the project in accordance with the Village Gate Development Agreement approved by the Town Council. In conjunction with the requested Special Exception Use, the applicant is requesting Variances of certain development requirements that are further outlined in this report.

A Detailed Master plan provides for transportation improvements, utility layout, lot lines, common landscaping and tree preservation areas, and master architectural guidelines (common building materials and colors) for development of the property. It also establishes the primary uses and density of development, which has been previously outlined in the Development Agreement. This includes 93,000 square feet of non-residential uses, 344,144 square feet of residential uses (a maximum of 350 units or 17.32 units per acre), and 16,360 square feet of educational uses.

Part 1: Special Exception
A Special Exception Use is a Permitted Use within a specific zoning district that may not necessarily fit in with the surrounding areas and uses and is subject to further review. Applicants requesting a Special Exception Use, must be able to demonstrate that all required Findings of Fact are being met. The Town Council through the public hearing and sworn testimony must be able to make findings that these facts will be met and/or adhered to as part of the motion. If the Town Council determines that a Fact cannot be met or adhered to, then the Special Exception should be denied.

In 2009, the Town adopted UDO Section 3.05 C. Mixed Use Option to promote and guide integrated, diverse, but compatible uses into a single development that is defined by unique and innovative design and pedestrian friendly features. Due to the introduction of residential land uses into commercial zoning districts, the unique and sometimes complex design considerations of traditional mixed-use development, and to ensure mixed use projects are appropriately located, the Mixed Use Option is considered a Special Exception Use.

Staff Note: The Mixed-Use Option was recently consolidated from UDO Section 3.02 C. and 3.05 C. into a new Section 3.09. However, because this project involves a Development Agreement and Conditional Use Rezoning that references the former UDO Section 3.05 C., the applicant has elected to follow the standards contained in UDO Section 3.05 C for this project.

Part 2: Detailed Master Plan
Any Master Plan that is submitted along with a Special Exception Use is required to be reviewed by the Planning Board for recommendation to the Town Council and then ultimately acted upon by the Town Council after determination if the proposed Special Exception Use of the land is approved.

The proposed Detailed Master plan provides for transportation improvements, utility layout, lot lines, common landscaping and tree preservation areas, and master architectural guidelines (common building materials and colors) for development of the property. It also establishes the primary uses and density of development, which has been previously outlined in the Development Agreement. This includes 93,000 square feet of non-residential uses, 344,144 square feet of residential uses (a maximum of 350 units or 17.32 units per acre), and 16,360 square feet of educational uses.

If the Detailed Master Plan is approved, the next step in the development process would be a detailed Development Plan for each outlot. The detailed Development Plan will determine the specific use of the property (based on the permitted or special exception uses permitted in the CB zoning district) and specific design standards such as pedestrian circulation, building location, parking lot layout, loading locations, internal landscaping, site lighting, and building elevations.

In accordance with the Unified Development Ordinance, the detailed Development Plan review process would be determined based on the size of the proposed buildings. If a proposed building is less than 20,000 square feet and is a permitted land use, staff will review the plan for conformance with the requirements of the Unified Development Ordinance and make the final determination for approval. If a proposed building is greater than 20,000 square feet or is a Special Exception Use, staff will review the plans for conformance with the requirements of the Unified Development Ordinance, Planning Board will make a recommendation, and Town Council will make the final determination for approval.

Staff Note: While not typical of the process, the applicant has submitted Development Plans for all 3 tracts of Village Gate (Village Gate Tract 1 [20-DP-14]; Village Gate Tract 2 [20-DP-12]; and Village Gate Tract 3 [20-DP-13]) concurrently with the Detailed Master Plan. The Detailed Master Plan and associated Variances must be approved in order for the Town Council to consider any of the associated Development Plans.

PLANNING & ZONING

Vision Holly Springs Comprehensive Plan

Land Use & Character

The Land Use & Character Plan designates these properties as Natural Area and Mixed-Use Center.

> *Natural Area*
> Natural Areas are largely undeveloped and reserved for preservation and low-impact recreation (trails and greenways) because of their outstanding beauty, environmental features, or proximity to Harris Lake.
>
> *Mixed-Use Center*
> A Mixed-Use Center offers the opportunity to serve broader economic, entertainment, and housing needs in the community. Land uses and buildings on small blocks in the core may stand three or more stories tall and encourage active public spaces between the buildings. Residential units or office space are found above storefronts. Homes surrounding the core offer several choices to live and experience the center. Parking is satisfied using on-street parking, structured parking, and shared rear-lot parking strategies. The compact, walkable environment and mix of residential and non-residential uses in the center supports multiple modes of transportation, including the potential for transit-oriented development if-when a decision is made to invest in premium transit along the NC 55 corridor.
>
> A large-scale, Mixed-Use Center may be surrounded by one or more residential neighborhoods that provide additional nearby home choices and encourage active living with a comprehensive and interconnected network of walkable streets.

Development Standards

Mixture of Uses:

Minimum Required: All projects shall include both commercial and residential uses, as follows:

Commercial: 20%

Residential: 20%

The proposed Master Plan has established the following criteria, as outlined in the Development Agreement:

Commercial: 21% (93,000 square feet)
Residential: 76% (344,144 square feet)
Other: 3% (16,360 square feet)

Gross Density:

The proposed Master Plan has established the following criteria, as outlined in the Development Agreement:

Maximum Permitted: 350 units or 17.32 units per acre
Proposed: 350 units or 17.32 units per acre

Lot Area/Lot Size:

The proposed Master Plan has established the following lot criteria:
Minimum Number of Lots: 4
Maximum Number of Lots: 6

Minimum Yards and Setbacks:

Perimeter yards around the project area are provided as follows, per the reductions allowed by UDO Section 3.05 C.

Minimum Required

Adjacent to Residential: 20 feet, Type-C 150
Adjacent to Nonresidential: 10 feet , Type-A 20
Adjacent to Street Frontage (S. Main Street): 10 feet, Type-A 75

Provided:

Adjacent to Residential: 5 feet Type-C 55
**A Variance has been requested to reduce the width from 20 feet to 5 feet and reduce PUV from 150 to 55*
Adjacent to Nonresidential: 10 feet Type-A 20
Adjacent to Street Frontage: 10 feet
**A Variance has been requested to reduce the PUV from A-75 to street trees only*

Interior Yards

Interior yards adjacent to other outlots will be 5 feet

Building Height:

Maximum Permitted: 75 feet
Proposed: 75 feet

Parking & Loading:

Parking and Loading will be reviewed for compliance with the Unified Development Ordinance for each outlot as part of a detailed development plan.

Outdoor Operations:

Outdoor operations will be reviewed for compliance with the Unified Development Ordinance for each outlot as part of a detailed development plan.

Open Space and Public Places:

Minimum Open Space Required: 1% of project area
Open Space Provided: 1% of project area to be provided with each Development Plan

Landscape Requirements:

Perimeter Yard/Bufferyard:

Minimum Required:

Adjacent to Residential: 20 feet, Type-C 150
Adjacent to Nonresidential: 10 feet, Type-A 20
Adjacent to Street Frontage (S. Main Street): 10 feet, Type-A 75

Provided:

Adjacent to Residential: 20 foot Type C-55 Bufferyard
**A Variance has been requested to reduce the width from 20 feet to 5 feet and reduce PUV from 150 to 55*

Plants include species of Holly, Cedar, and Arborvitae

Adjacent to Nonresidential: 10 feet, Type-A 20
Plants include species of Elm, Oak, and Maple

Adjacent to Street Frontage (S. Main Street): 10 feet with Street Trees
Species follow the thoroughfare street tree plan – Trident Maple and Crape Myrtle

Foundation, Interior Parking Lot, and Parking Area Screening will be addressed for each outlot as part of a detailed development plan and will use a similar variety of plant materials.

Tree Preservation

Required Area: 10% or 2.02 acres
Provided Area: 10% or 2.02 acres

*A Waiver for Alternate Compliance with Tree Preservation Requirements has been requested. Alternate Compliance is requested because the applicant has not met the preservation priority area requirements in UDO Section 7.01 J.

General Regulations

Fences:

Decorative black fencing will be provided along commons areas.

Architectural and Site Design Requirements

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

Individual building elevation and site design requirements will be addressed for each outlot as part of a detailed development plan. All projects would be required to meet UDO Section 3.08, Architectural and Site Design Requirements and the color, material, and design standards set forth in the proposed architectural design guidelines, below:

Building Materials

A minimum of 60% of the primary building façade must be constructed using a masonry material, such as brick or stone. The Design Guidelines require all buildings to provide a similar stone along the building base for consistency.

Colors

Colors may be different between buildings, however the common stone shall be the color of limestone.

Architecture

No specific architectural style has been selected. In accordance with UDO Section 3.08, architectural style must be harmonious with other developments within the general area.

Master Sign Plan:
A master sign plan has not been submitted for this project. A Master Sign Plan can be submitted in the future if desired by the applicant.

Lighting:
Lighting will be reviewed for compliance with the Unified Development Ordinance for each outlot. The Town has maximum light levels at property lines, which are stricter along residential property lines to prevent light pollution spilling onto residential properties. The proposed lighting style is LED with black pole and fixture.

Fencing:
All fencing between buildings and front lot lines will be decorative. All other fencing may be black vinyl coated chain-link.

Pedestrian Circulation and Vehicular Area Design (UDO Section 7.09)
Walkways or Pedestrian/Bikeway System Design:

A connection to the public sidewalk system will be required for each building.

PARKS & RECREATION

Recreational Facilities and Open Space Dedication Requirements (UDO Section 7.06, F.):

Any residential dwelling units constructed as part of this development will be subject to the terms of Section 7.06 F. of the Town's UDO, specifically relating to the payment of fee-in-lieu of park land dedication. A portion of the fee-in-lieu collected by the Town will be credited to the developer as a reimbursement for the cost of construction of a portion of the off-site greenway connecting Village Gate to the Garrison subdivision greenway stub. The developer is to design and build the entire greenway (~2500 linear feet), and will only be reimbursed for the construction of the southernmost ~500 linear feet.

Greenways (UDO Section 7.06, C.):

Per the Developer's Agreement between the Town and Developer, the developer will design and build the Greenway connection prior to the completion of the Solaris Building. This has also been made a proposed condition of this approval.

ENGINEERING

Water Service:
With the development of this Master Plan, multiple connections will be made to existing water main in S. Main Street and future water main to be constructed with the Stephens Tract Townhomes on Ralph Stephens Road. New water main will be extended internally to serve each individual tract. The existing 12-inch water main in the abandoned right-of-way on Tract 3 will be relocated to the current Ralph Stephens Rd right-of-way with this project.

Sewer Service:
With the development of this Master Plan, multiple connections will be made to existing sewer main in S. Main Street and Ralph Stephens Rd and future sewer main to be constructed with the Stephens Tract Townhomes. New sewer main will be extended onsite and offsite to serve each individual tract. To serve Tract 3 with sewer, a gravity sewer main extension will be made through the southern adjacent Powell property to connect to an existing manhole in Ralph Stephens Rd. The sewer main extension requires acquiring off-site public sewer easement from the adjacent property owner. Sewer from this development will discharge to the Basal Creek Pump Station.

Transportation
A Traffic Impact Analysis (TIA) was completed and approved with the Village Gate Rezoning. The TIA identified transportation improvements that are required to be completed by the Village Gate project. The following items are highlighted either in the TIA or the Development Agreement that was executed with the Rezoning and speaks to the timing of required improvements.

The following offsite improvements are required:

- Dedicated right turn lane at Access #1 on S. Main Street
- Dedicated right turn lane at Access #3 on S. Main Street
- Dedicated right turn lane at Access #4 on Ralph Stephens Rd
- Dedicated right turn lane at Access #5 on S. Main Street
- A fee-in-lieu for design and construction of GB Alford/NC-55 transportation improvements proportionate to the project impact in the amount of $105,000 is required *prior to any permit or plat approval for any tract of the project*
- Design and construction to retrofit the traffic signal at the intersection of Piney Grove Wilbon/S. Main St/Ralph Stephens from wooden pole to mast arm and signal timing modifications is *required to be completed prior to Certificate of Occupancy for the Solaris Building on Tract 3.*
- Design and construction of a northbound through-right turn lane at the intersection of Piney Grove Wilbon/S. Main St/Ralph Stephens is *required to be completed prior to Certificate of Occupancy for the Solaris Building on Tract 3.*

S. Main Street and Ralph Stephens Rd are at their ultimate cross sections across the Village Gate property frontages in accordance with the Comprehensive Transportation Plan. The internal sidewalk network features multiple connections to public sidewalk on S. Main Street and Ralph Stephens Rd. Sidewalk and Cross-Access Easements are shown stubbing the adjacent properties for future connection in accordance with the Engineering Design & Construction Standards.

North Carolina Fire Code requires a secondary emergency access for Tract 1 and Tract 3 of this development. For Tract 1, the secondary emergency access has been proposed connecting to the adjacent Stephens Tract Townhomes project. For Tract 3, the secondary emergency access has been proposed extending through the southern adjacent undeveloped Powell property. This emergency access requires obtaining a 30-ft off-site combined Utility and Emergency Access Easement from the adjacent property owner. This will be finalized with the Construction Drawing review and Plat review process.

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

Other Engineering Items:
Engineering Design & Construction Standards Exception:
A request for exception to Engineering Design & Construction Standards Section 7.01, requirement to stub upstream adjacent properties with sanitary sewer for future connection, has been evaluated and approved by the Division Manager, as it was not physically feasible to make the connection due to

hydraulic limitations. In the future if the upstream Lorden property desires access to public sewer, it is available through connection to an adjacent manhole on Village Walk Drive that will require a short sewer main extension in the public right-of-way.

TECHNICAL REVIEW COMMITTEE DISCUSSION

The Technical Review Committee discussed the initial concept for this project on August 6, 2019.

Planning Board Representatives: Courtney Patterson
Town Council Representatives: Dan Berry, Tom O'Brien
Summary of Discussion:

Committee members expressed interest in learning more about Workforce Housing. There were concerns raised about the apartment component of the project and interest expressed in senior apartments with elevators. Another member preferred neighborhood commercial uses be developed on the property. The lack of sidewalk connectivity to existing surrounding neighborhoods was also discussed.

STAFF RECOMMENDED PLANNING BOARD DISCUSSION ITEMS

Staff Recommends that the Planning Board discuss the following items:

1. UDO Section 3.05 C. states: Where portions of a building are located away from the sidewalk (right-of-way), such areas should be treated as courtyards (developed hardscapes utilizing decorative pavement materials) as necessary to promote pedestrian activity and patron interaction …. Landscaping areas may be considered if landscaped areas are designed for active use. While the term "should" is not mandatory, the UDO seems to suggest that landscaping and parking in front of the building is not the desired street scape. The Planning Board should discuss the proposed streetscape elements of the project and if the applicant has sufficiently met the intent of the mixed-use option, specifically for tracts 1 and 2.
2. Tree Preservation Waiver: The applicant is requesting alternate compliance because the project does not currently meet any of the four tree preservation priorities (Specimen Tree Preservation, Significant Tree Stands, Supplemental Undisturbed Perimeter Landscape Yards, and Significant Natural Resource Areas). Tract 1 appears to contain several larger trees currently outside of the tree preservation area. Tract 2 contains mixed hardwood/evergreen forest areas currently outside of the tree preservation area. The Planning Board should discuss if alternate compliance in the form requested is warranted for this site.

STAFF RECOMMENDATION TO THE PLANNING BOARD

ACTION #1: WAIVER OF REGULATIONS OF UDO

Motion that the Planning Board recommend approval/denial of a Waiver of Regulations 20-WAV-18 Waiver of Regulations of UDO Section 7.01 J. Required Tree Preservation Requirements to allow alternate compliance for Tree Preservation Area Priority in association with Detailed Master Plan Petition #20-MAS-03.

ACTION #2: SPECIAL EXCEPTION USE & DEVELOPMENT PLAN

Motion that the Planning Board recommend approval/denial of Special Exception Use #20-SEU-09 as specified in Unified Development Ordinance Section 3.05 C. Community Business District to allow for a Mixed Use Option project, and Detailed Master Plan 20-MAS-03 for Village Gate at the property located at 0 Ralph Stephens Road, 0, 1012, 1024, 1036, 1054, 1060, 1064, 1068, &

1072 S Main Street, Wake County PINs 648851905, 648852906, 648854727, 648860360, 648862150, 648862276, 648862939, 648864611, 648874081, & 648950812, as submitted by TMTLA Associates, dated Revised 10/02/20 with the following conditions:

Special Exception Use:

1. **All operations must adhere to the evidence submitted by the applicant as stated in the findings of fact submitted and those findings of fact specified by the Town Council in conjunction with 20-SEU-09.**

Master Plan:

1. Street Tree locations shall be shown with approved street lighting plan and shall be positioned as to not interfere with any lighting fixtures or any site distance triangles.
2. Prior to the submittal of any UDO Permit for Sign Installation for permanent signage or installation of public art, a Master Sign Plan must be submitted to the Department of Planning & Zoning for review and be approved.
3. All previous approval conditions for *Village Gate Rezoning* will apply to this Master Plan.
4. Articles of the Development Agreement executed with the Village Gate Rezoning shall apply to this Development Plan.
5. This project will be required to meet Town's NPDES Phase II Post Construction Stormwater ordinance
6. The design of the pedestrian access near the focal point at the corner of Ralph Stephens Rd and S. Main Street on Tract 2 is pending additional coordination with the adjacent property owner. Final design will be determined during construction drawing review of this development plan.
7. The following must be addressed prior to or with the 1st Construction Drawing submittal:
   a. Village Gate Master Plan must receive Town Council approval and have received the Action Notice from the Town's Development Services prior to submitting construction drawings.
   b. All items listed on the Stormwater Submittal Checklist, Form #16003
   c. All invoiced special study review fees must be paid.
   d. Thoroughfares, collectors and boulevards will require a calculated pavement design.
   e. Verify that no changes to sewer line sizing has occurred during final design.
8. Prior to construction drawing approval and/or issuance of a land disturbance permit, the following must be addressed:
   a. All off-site water and sewer easements required to serve this project shall be documented in the form of a recorded plat.
   b. Approval of Stormwater Management Plan.
   c. Payment of the Stormwater Fee-in-Lieu.
   d. All environmental permits must be obtained for the entire project
   e. Any required off-site right-of-way for this project shall be dedicated in the form of a recorded plat.
   f. Cross-Access Easements between adjacent property owners shall be shown on construction drawings and are required to be documented in the form of a recorded plat. An Access Easement Agreement is required to be documented between the adjacent property owners.
   g. Any off site sewer facilities that are needed to serve this project; including the Basal Creek Pump Station improvements by the Lowe's development and the downstream sewer extension and manhole network by Stephens Tract Townhomes project, must be substantially complete prior to this Development Plan receiving Construction Drawing approval.
   h. Any off site water facilities that are needed to serve this project; including the watermain extension on Ralph Stephens Road by the Stephens Tract Townhomes project, must be substantially complete prior to this Development Plan receiving Construction Drawing approval.
   i. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the BMP is required at the end of the performance monitoring period for the project

9. In accordance with the executed Development Agreement, prior to issuance of any permit or plat approval for any tract of the Village Gate project, the following must be addressed:
   a. Payment of a fee-in-lieu proportionate to project impact in the amount of $105,000 for design and construction of GB Alford/NC-55 transportation improvements
10. In accordance with the executed Development Agreement, prior to Certificate of Occupancy for the Solaris Building on Tract 3, the following must be addressed :
   a. Retrofit of the traffic signal at the intersection of Piney Grove Wilbon/S. Main St/Ralph Stephens from wooden pole to mast arm and signal timing modifications shall be completed.
   b. Design and construction of a northbound through-right turn lane at the intersection of Piney Grove Wilbon/S. Main St/Ralph Stephens shall be completed.
   c. Off-site Greenway extension along Piney Grove Wilbon Road to Garrison Subdivision shall be completed.
11. Prior to the Town Council hearing, the Master Plan shall be updated to address the remaining review comments listed below:
   a. Street trees shall be identified by species and illustrated along all streets.
   b. Roadway plan sheets TE 1.0, TE 1.1, TE 1.2 must be signed and sealed by a professional engineer.
   c. Revise SDTs to show the vertical dimension in accordance with Standard Detail HS333 (see below). The vertical dimension value should be either 15’ or 18’ based on street type.
   d. Please verify that the Site Access #1 on S. Main Street meets the ED&CS for a 21’ ingress and egress lane on either side of the median. Label the dimensions.
   e. Please verify that the Site Access #3 on S. Main Street meets the ED&CS for a 21’ ingress and egress lane on either side of the median. Label the dimensions.
   f. Please add a note to Overall Master Plan to reference that design at the corner of Tract 2 at Ralph Stephens Rd and S. Main Street is pending additional coordination with the adjacent property owner, to be determined during construction drawing review.

TOWN OF HOLLY SPRINGS

DEVELOPMENT PETITION

DPM Appendix #A.04
Supplement #15
December 2018

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

Petition Type:

☒ **Master Plan**
- ☒ New Detailed ☐ New Schematic
- ☐ Major Amendment ☐ Minor Amendment*

☐ **Preliminary Plan- Major Subdivision**
- ☐ New ☐ Major Amendment ☐ Minor Amendment*

☐ **Development Plan** (check all that apply)
- ☐ New ☐ Major Amendment ☐ Minor Amendment*
- ☐ Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
- ☐ Non-Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
- ☐ Multifamily
- ☐ Residential Development Options or Infill Development Options

☒ **Special Exception Use**
- ☒ New ☐ Family Child Care Home

** Specify purpose of amendment on Certificate of Plan Revisions*

For DPZ Use only
Project # _____
Fees Paid: $ _____
Date Received:

☐ Initial ☐Revised ☐ Final

Project Information:

Project Name: Village Gate Master Plan

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

PUD/Master Plan/Subdivision N/A Shopping Center/Lot# N/A

Project Location: Intersection of S. Main Street/Ralph Stephens Road
Use street address. If none, use the closest intersection

0648854727; 0348874; 0182676; 0148765;0150627;0371575;0203248;0206586; 0648874081;0648950812 0648851905;0648852906;

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

PIN: 0648862150; 0648862276; 0648860360;0648864611;0648862939 Real Estate ID: 0343941;0067342;0476096.

Project Acreage (rounded to nearest tenth): 20.20 Partial Parcel: ☒ No ☐ Yes (additional fee)

Current Zoning: CB-CU Proposed Use (see UDO Primary Use List): Mixed Use Development Option

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

Waivers Requested: ☒ No ☐ Yes- Specify UDO Section Number(s): _____
If yes, complete and attach appropriate Waiver Petition(s) from Waiver Packet

Scoping Meeting Date: _____ Concept Meeting Date: 7/9/20

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

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

Project Applicant/Contact

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

Name Laura Holloman Company McAdams
Mailing Address 2905 Meridian Parkway
City Durham State NC Zip 27713
Telephone # (919) 610-7377 E-Mail holloman@mcadamsco.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Design Professional if different than Applicant/Contact

Name Chris Allen Company Allen Consulting, PLLC
Mailing Address 10609 Old Pine Court
City Durham State NC Zip 27713
Telephone # (919) 669-3635 E-Mail callen@allencm.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Developer

Name Eli Zablud Company Dunn Investments, LLC
Mailing Address 220 Tals Rock Way, Suite 305
City Cary State NC Zip 27519
Telephone # (919) 418-3014 E-Mail ez@nc.rr.com
How would you like to receive staff review comments? ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Architect

Name Ted Van Dyk Company New City Design
Mailing Address 1304 Hillsborough Street
City Raleigh State NC Zip 27605
Telephone # (919) E-Mail ted@newcitydesign.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Landscape Architect

Name Tony Tate Company TMTLA & Associates
Mailing Address 5011 Southpark Drive, Suite 200
City Durham State NC Zip 27713
Telephone # (919) 484-8880 E-Mail tony@tmtla.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

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

Name Adam Zablud Company
Mailing Address 220 Tals Rock Way, Suite 305
City Cary State NC Zip 27519
Telephone # (919) 418-3014 Alternate Telephone # ( )
Fax # ( ) E-Mail azablud@gmail.com
How would you like to receive staff review comments? ☐ Fax ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ Fax ☒ E-Mail ☐ US Mail- Certified

Property Owner - *Required*

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

Certificate of Submittal Completion

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

Signature: _____ Date: 7/23/20

TOWN OF HOLLY SPRINGS

SPECIAL EXCEPTION USE FINDINGS OF FACT

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

Project Information:

Project Name: Village Gate

Special Exception Use:

UDO Section No.: 3.09 A. 1. b.

Special Exception Use: Mixed-Use Option in CB: Community Business.

Specific Special Exception Use Request:

To request to utilize the mixed use development option contained within the Community Business zoning district.

For DPZ Use only
Project # _____
Date Received:

Findings of Fact:

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

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

Please see pages immediately following this sheet for complete responses to questions 1-10. Thank you.

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

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

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

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

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

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

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

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

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

Certificate of Completion

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

Signature of Applicant: _____ Date: 7/23/20

Signature of Owner: _____ Date: 7-17-20

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

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

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

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

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

Certificate of Completion

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

Signature of Applicant: Laura Hall Date: 7/24/20

Signature of Owner: Suzanna Moore Date: 7-24-20

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

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

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

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

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

Certificate of Completion

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

Signature of Applicant: _____ Date: _____

Signature of Owner: _____ Date: 7/20/2020

7/20/20

Response to Special Exception Use Findings of Fact: Village Gate

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

The Mixed Use development option was added to the Unified Development Ordinance (UDO) to allow for innovative, creative developments to take shape in otherwise traditional commercial zoning districts. These developments were placed in their special exception use not for possible negative impacts to adjacent uses but to ensure that these developments could stand the test of higher scrutiny and quality that the Town envisioned.

Specifically, this development will not only be unlike any other currently in Holly Springs and is also designed to utilize the acreage to the greatest extent possible whilst being a good neighbor. Commercial buildings are oriented towards South Main Street to encourage pedestrian traffic as well as still allowing an urban streetscape to take shape, complete with street trees and public sidewalk as well as developed open space situated along both corners of the intersection of South Main Street and Ralph Stephens Road, allowing goals of public health, comfort and safety to be achieved. Additionally, further public comforts and convenience will be achieved by the public art park and associated café, which will be enjoyed by town residents for years to come. Most importantly, Village Gate will provide a mix of uses that will improve the overall convenience and general welfare of the surrounding community: Professional offices; pre-school facility; ground floor commercial with upper story residential apartments which will include much needed workforce housing; as well as apartments dedicated strictly towards the under-served senior population – these uses truly meet and exceed all high community moral standards Holly Springs has set, all walks and stages of life can enjoy Village Gate!

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

The subject properties contain both vacant and single-family residences sandwiched beside the Hampton Inn, nearby shopping centers of Shoppes of Holly Springs and Collins Park, the sharp contrast is clear to the passerby. Situated along the busy southern gateway of Holly Springs, South Main Street, the current state of these properties is not the highest and best use and do nothing to compliment or enhance the surrounding properties. This is exactly why the Holly Springs Comprehensive Plan has long since designated these properties as 'Mixed Use'. The project when completed, will no doubt result in a higher tax value then what was previously there and in turn positively affect property values around them.

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

Holly Springs has experienced rapid growth in recent years. Historically, this growth was predominately residential, however in the last three to five years, the town has seen commercial corridors established, especially along the Highway 55 bypass. This growth has led the town's long-term vision document, the Vision Holly Springs' Comprehensive Plan, to be tasked with finding an adequate balance which will allow the town to both maintain its small-

town character whilst working to diversify the tax base. Village Gate contributes to achieving this balance – by creating a predominately commercial development that will feature small town characteristics and will provide the town with an appropriately scaled non-residential development that will serve the surrounding community. The term "village atmosphere" is one that the town of Holly Springs uses often. Is a synonym of small-town charm, where buildings are designed with the residents in mind, rather than corporate expectations. The Community Business zoning district allows for a range of non-residential uses to adequately serve the surrounding community. Also, all commercial developments must also provide open space areas in the form of plazas, courtyards, and pocket parks and projects are encouraged by the ordinance to put these open space areas at intersections. Such areas are identified on the proposed Village Gate development plans, Tracts 2 and 3, and will create a sense of place and identity for Holly Springs. Can you imagine – as cars and pedestrians alike come to the intersection of Ralph Stephens and South Main Street they are greeted with these areas at the corners? This will create an opportunity of a sense of arrival that the town currently does not have in the southern area. The proposed development will also allow a walkable environment to take place. To the greatest extent possible, this project will connect sidewalk systems by constructing public sidewalks along its property frontage, on South Main Street. The project will be required to construct road improvements along their property frontage, that include bike lanes allow their project frontage, in turn, the project will also have bike racks conveniently positioned throughout the development to encourage bicycle traffic. All of these design elements contribute and compliment the character of the district and meet every intent of the Mixed Use Center designation of the Town's Comprehensive Plan.

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

To the greatest extent possible, the development is meeting all development standards. However, by pure definition a mixed use project does not conform to a particular standard so then how can the project itself? As a result, waivers have been submitted in conjunction with the request that speak to overall architecture. Variances have also been submitted which speak to the placement of buildings within the minimum and maximum building setbacks which do not take into account existing established access drives on tract 2 which must be connected to as well as overall premise of the Village Gate design which is to feature prominent developed open space at the intersection of South Main Street and Ralph Stephens Road. Additionally, transition zones were established well after the Village Gate rezoning and associated Developer's Agreement was being reviewed, which established the vision of the overall development and as a result a variance has been submitted for relief of this requirement. The intent of the development standards is being met in all cases as the alternatives presented reflect the same quality of traditional allowed materials and overall design intent of the Mixed Use Development Option standards.

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

All access drives and driveways have been designed to meet both Town and NCDOT spacing requirements for full-movement and limited access opportunities. The overall parking system was designed to result in a flow that would be easy for vehicles to navigate. Special attention was also paid to all turns and radii to ensure emergency vehicles could easily maneuver throughout the development. Additionally, internal pedestrian access walkways have also been provided adjacent to commercial entrances so that a safe and established path is present through parking areas.

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

To the maximum extent possible, off-street parking areas are situated behind the buildings to ensure both vehicular and pedestrian safety. An off-street loading area has also been placed adjacent to the Solaris mixed-us commercial building which is meant to provide an efficient manner to unload without disrupting vehicular flow through the development. All development tracts feature adequate dumpster corral facilities which meet all UDO screening and design requirements and have been located to allow for adequate ability for waste vehicles to safely maneuver to pick-up refuse.

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

All buildings constructed will meet all North Carolina Building Code requirements and be outfitted with smoke alarms, sprinkled throughout and so forth. All commercial spaces will be constructed with adequate restroom as well as cooking facilities if applicable. The pool will also meet all applicable County and State health and safety regulations prior to being operational.

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

Holly Springs has planned smartly for the rapid growth that is has been experiencing over the last several years. A water agreement is in place with Harnett county where the town is served by abundant water from the Cape Fear River – currently there is water to serve these properties in close proximity – within South Main Street and Ralph Stephens Road. With regards to sewer, the town has invested in its own wastewater treatment plant. The Town-owned and operated WRF facility presently has a total treatment capacity of 6.0 MGD, and in 2018 treated approximately 2.8 MGD. The Town has a permit to expand the treatment up to 8.0 MGD. Lowes/Wegman's is currently under construction and are planning to upgrade the Basal Creek

pump station, which will be serving this rezoning's future development uses. With that said, the submitted sewer analysis shows there are no sewer capacity issues to serve our proposed Village Gate request. Due to the infill location of this project, existing emergency response facilities are located within close proximity and no issues are perceived with regards to insufficient response time. The residential uses of this development are designed to accommodate seniors (to be located entirely on tract 1 as required in accordance with the approved rezoning) as well as empty nesters and young professionals (will be located on tract 3 within upper story residential within Solaris building) so it is expected that it will have little impact to schools when compared to a traditional single-family development. However, as required by the development review process, the Wake County notification form was filled out with regards to estimated bedroom breakdowns of apartment units and build out timeline so that the town can submit that to Wake County Public Schools and the school system can include the residential unit impact to their forecasting numbers. Additionally, there is already electricity in place along both South Main Street and Ralph Stephens Road. Also, there are several telecommunication services also installed to allow for a healthy market of choices for future businesses.

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

The buildings were placed on the development tracts with regards to both the overall intent of the Town's vision as well as to minimize any potential adverse impacts to nearby surrounding uses. As shown on proposed development plans Village Gate Tract 2 and Village Gate Tract 3, the largest, multi-story non-residential and mixed use buildings will be positioned at either side of the intersection of South Main Street and Ralph Stephens Road. These buildings' placement location allows for an apt southern gateway to take shape – where the emphasis is on the building design and active open space amenities situated at the corner rather than on vast amounts of vehicular parking. Additionally, tree save areas are located on the perimeter of the three development tracts, in addition to the perimeter buffer areas, this allows for adequate screening adjacent to surrounding properties.
The intersection of South Main Street and Piney Grove Wilbon Road is growing at a fast pace. Currently, Lightbridge Academy is under construction on the southwest portion, and The Hawthorne Apartments and Holly Springs Long Term Care round out the southeast portion. Adjacent to the subject parcels included in this rezoning request, Stephens Townhomes is preparing to break ground in late summer 2020. Once these adjacent projects are developed, coupled with our commercial uses, a mixed-use center truly begins to take shape. Residents from nearby Stephens Townes, The Hawthorne and The Exchange Apartments as well as Wildwood, we will able to walk to drop their child off to daycare or walk to work in a future professional office in our future development.

The proposed development will allow a walkable environment to take place. To the greatest extent possible, this project will connect sidewalk systems by constructing public sidewalks along its property frontage, on South Main Street. The project will be required to construct road improvements along their property frontage, that include bike lanes allow their project

frontage, in turn, the project will also have bike racks conveniently positioned throughout the development to encourage bicycle traffic.

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

Due to the distance from commercial buildings which are likely to feature restaurant uses as well as the public open space, it is unlikely that nearby neighborhoods will have any adverse impacts. Great attention will be given to hours of operation for any outdoor amenity activities not only to adjacent neighborhoods and uses but also to the residents of the on-site multifamily community. Obviously, the on-site multifamily residents will have to be okay with some of these activities and by choosing to reside in a mixed-use building and community acknowledge that it is possible that there will be off-peak activities within their development.

TOWN OF HOLLY SPRINGS

VARIANCE OF DEVELOPMENT STANDARDS PETITION

DPM Appendix #A.16
Supplement #14
April 2018

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

Variance Request (please be specific)

UDO Section No.: 3.05 C. 3. d. (1) (a)

Section Title: Development Standards, Building Setbacks and Separation

Specific Variance Request: To reduce the required minimum rear bufferyard from 20' to a variable width of 5' on Tracts 1 and 2 as identified on 20-MAS-03.

For DPZ Use only
Project # 20-VARTC-07
Fees Paid: $ _____
Date Received:

☐ BOA ☐ Town Council

Project Information

Project Name: Village Gate

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

PUD/Master Plan/Subdivision: Village Gate Shopping Center/Lot #:

Project Location: S. Main Street/ Ralph Stephens Road

Use street address. If none, use the closest intersection

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

PIN: 0648854727; 0648874081;0648950812; 0648851905; 0648852906; 0648862150; 0648862276; 0648860360;0648864611;0648862939 Real Estate ID: 0348874; 0182676; 0148765;0150627;0371575;0203248;0206586; 0343941;0067342;0476096.

Project Acreage: 20.20 Current Zoning: CB-CU

Scoping Meeting Date : _____ Concept Meeting Date: 7/9/20

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

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

Project Applicant/Contact

(check one) ☐ Owner ☐ Owner's Agent ☐ Design Professional ☐ Developer ☒ Other: Project Planner

Name: Laura Holloman Company: McAdams Company

Mailing Address: 2905 Meridian Parkway

City: Durham State: NC Zip: 27713

Telephone #: (919) 610-7377 E-Mail: holloman@mcadamsco.com

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

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

Developer

Name: Dunn Investments, LLC Company: _____

Mailing Address: 220 Tals Rock Way

City: Cary State: NC Zip: 27519

Telephone #: (919) 418-3014 E-Mail: ez@nc.rr.com

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

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

Property Owner

Name: Multiple (see development plan application) _____

Company Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone #: ( ) _____ E-Mail: _____

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

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

TOWN OF HOLLY SPRINGS

VARIANCE OF DEVELOPMENT STANDARDS FINDINGS OF FACT

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

Project Information

Project Name: Village Gate

For DPZ Use only
Project #_____
Date Received:

Findings of Fact

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

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

Please see pages immediately following this sheet for complete responses. Thank you.

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

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

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

Certificate of Completion

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

Signature of Applicant: Signatures Immediately Following Date: _____

Signature of Owner: _____ Date: _____

TOWN OF HOLLY SPRINGS

VARIANCE OF DEVELOPMENT STANDARDS FINDINGS OF FACT

DPM Appendix #A.16
Supplement #14
April 2018

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

Project Information

Project Name: Village Gate

For DPZ Use only
Project #
Date Received:

Findings of Fact

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

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

Please see pages immediately following this sheet for complete responses. Thank you.

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

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

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

Certificate of Completion

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

Signature of Applicant: James Ho Date: 10/2/20

Signature of Owner: See Attached Signature Sheet Date: 9-29-20

Dated: 9-29-20

Ashley G. Edwards

Jackie G. McKeon

Elizabeth G. Barnes

Betty G. Holleman

Nancy G. Perry

Madge G. Hinley

Kimberlee Duncanson

Mary R. Vann

Elizabeth S. Yarborough

James S. Yarborough Jr.

TOWN OF HOLLY SPRINGS

VARIANCE OF DEVELOPMENT STANDARDS FINDINGS OF FACT

DPM Appendix #A.16
Supplement #14
April 2018

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

Project Information

Project Name: Village Gate

For DPZ Use only
Project #
Date Received:

Findings of Fact

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

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

Please see pages immediately following this sheet for complete responses. Thank you.

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

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

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

Certificate of Completion

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

Signature of Applicant: Laura Hall Date: 10/2/20

Signature of Owner: Ed Zahn Date: 9-29-20

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

Response: Tract 2 contains over 60,000 total square feet of office uses, this is something that is not negotiable, as the approved developers' agreement associated with Village Gate stipulates such square footage. The reason behind this bufferyard reduction request is to provide as much off-street parking as possible. The master plan is already seeking a multitude of variance requests in an attempt to provide the maximum amount of parking, featuring variance requests relating to: front building setback reduction of 20' – from 50' to 30'; bufferyard width from 25' to 5' as well as reducing the off-street parking space requirement. The bufferyard requirement within commercial districts is appliable when property lines zoned commercial and residential are immediately adjacent to each other. The thought being that adjacent homes may need some extra buffer above and beyond if were located adjacent to another commercial lot. However, this bufferyard will not be directly adjacent to any developed residential uses. The presence of environmental features, as well as utility easements (please see associated development plan 20-DP-12 and 20-DP-)14), on both the subject development as well as the previously approved Stephens Townhomes, prove as such. This 25' bufferyard is simply unnecessary. Therefore, provide a 5' variable width bufferyard does nothing to endanger the adjacent property.

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

Response: As stated above, the presence of environmental features, as well as utility easements (please see associated development plan 20-DP-12), on both the subject development as well as the previously approved Stephens Townhomes, provide a natural buffer all on their own making the 25' bufferyard manufactured by the UDO redundant and therefore unnecessary.

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

Response: The property owner/developer is proposing every possible option available to attempt to mitigate the parking issues on-site. This bufferyard reduction will allow for the maximum amount of off-street parking to be present on-site.

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

Response: Specifically, this development will not only be unlike any other currently in Holly Springs and is also designed to utilize the acreage to the greatest extent possible whilst being a good neighbor. The building is oriented towards South Main Street to encourage pedestrian traffic as well as still allowing an urban streetscape to take shape, complete with street trees and public sidewalk allowing goals of the

ordinance, and substantial justice to be achieved. Additionally, further public comforts and convenience will be achieved by the public art park and associated café, which will be enjoyed by town residents for years to come. Most importantly, the overall Village Gate development – this is only one component - will provide a mix of uses that will improve the overall convenience and general welfare of the surrounding community: Professional offices; pre-school facility; ground floor commercial with upper story residential apartments which will include much needed workforce housing; as well as apartments dedicated strictly towards the under-served senior population – these uses truly meet and exceed all high community moral standards Holly Springs has set, all walks and stages of life can enjoy Village Gate!

TOWN OF HOLLY SPRINGS

VARIANCE OF DEVELOPMENT STANDARDS PETITION

DPM Appendix #A.16
Supplement #14
April 2018

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

Variance Request (please be specific)

UDO Section No.: 7.01 - C

Section Title: Type & Plant Unit Value of Required Landscaping

Specific Variance Request: To modify the thoroughfare planting requirement from A-75 to street trees as indicated on 20-MAS-03.

For DPZ Use only
Project # 20-VARTC-08
Fees Paid: $ _____
Date Received:

☐ BOA ☐ Town Council

Project Information

Project Name: Village Gate Master Plan

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

PUD/Master Plan/Subdivision: Village Gate Shopping Center/Lot #:

Project Location: S. Main Street/Ralph Stephens Road

0648854727; 0648862150 0648862276 0648860360 0648864611

Use street address. If none, use the closest intersection

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

PIN 0648874081;0648950812064885190 5;0648852906; 0648862939 Real Estate ID 0348874; 0182676; 0148765;0150627;0371575;0203248;0206586;0343941;0067342;0476096

Project Acreage: 20.20 Current Zoning: CB-CU

Scoping Meeting Date : _____ Concept Meeting Date: 7/9/20

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

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

Project Applicant/Contact

(check one) ☐ Owner ☐ Owner's Agent ☐ Design Professional ☐ Developer ☒ Other: Project Planner

Name: Laura Holloman Company: McAdams Company

Mailing Address: 2905 Meridian Parkway

City: Durham State: NC Zip: 27713

Telephone #: (919) 610-7377 E-Mail: holloman@mcadamsco.com

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

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

Developer

Name: Eli Zablud Company: Dunn Investments, LLC

Mailing Address: 220 Tals Rock Way, Suite 205

City: Cary State: NC Zip: 27519

Telephone #: (919) 418-3014 E-Mail: ez@nc.rr.com

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

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

Property Owner

Name: Same as Developer Company: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone #: ( ) _____ E-Mail: _____

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

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

TOWN OF HOLLY SPRINGS

VARIANCE OF DEVELOPMENT STANDARDS FINDINGS OF FACT

DPM Appendix #A.16
Supplement #14
April 2018

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

Project Information

Project Name: Village Gate

For DPZ Use only
Project #
Date Received:

Findings of Fact

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

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

Please see pages immediately following this sheet for complete responses. Thank you.

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

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

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

Certificate of Completion

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

Signature of Applicant: [signature] Date: 10/2/20

Signature of Owner: See Attached Signature Sheet Date: 9-29-20

Dated: 9-29-20

Billy G Edwards

Jackie G. McKeon

Elizabeth G. Barnes

Betty G. Holleman

Nancy G. Perry

Madge G. Hinley

Kimberlette Duncanson

Mary R. Vann

Elizabeth S. Yarborough

James S. Yarborough Jr.

TOWN OF HOLLY SPRINGS

VARIANCE OF DEVELOPMENT STANDARDS FINDINGS OF FACT

DPM Appendix #A.16
Supplement #14
April 2018

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

Project Information

Project Name: Village Gate

For DPZ Use only
Project #
Date Received:

Findings of Fact

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

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

Please see pages immediately following this sheet for complete responses. Thank you.

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

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

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

Certificate of Completion

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

Signature of Applicant: Jaime Hall Date: 10/2/20

Signature of Owner: Ed Zahn Date: 9-29-20

VILLAGE GATE MASTER PLAN VARIANCE REQUEST: A-75 THOROUGHFARE BUFFER

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

Response: Through no fault of its own, the Village Gate master plan was submitted right after the town went through its first overhaul of the mixed use regulations since they were adopted in 2009. However, because the rezoning of Village Gate was submitted prior to the adoption of those revised mixed use regulations, the plan has the choice of adhering to either the original or updated mixed use regulations. Obviously, the Developers Agreement is based on meeting the original mixed use development requirements and as a result the developer has chosen to follow such requirements. However, it was always known that some requirements would not be able to be met due to existing site conditions and one of those requirements is the A-75 thoroughfare buffer requirement.

It is not hard to see why achieving the A-75 thoroughfare buffer is an issue - according to Exhibit 1, one will see the myriad of existing utility easements that makes installing the plant materials necessary to achieve the A-75 requirement impossible.

In addition, the intent of the mixed use development option is not conducive to providing thoroughfare planting materials. Buildings are encouraged to be placed as close to the street as possible, so long as they are outside of right-of-ways and sight distance triangles. Active open spaces are encouraged along streetscapes and at prominent interactions, and as a result, Village Gate has provided active open space amenity areas on tracts 1 and 2, located at the intersection of S. Main Street and Ralph Stephens Road.

Simply put, one cannot provide a thoroughfare buffer and create a pedestrian-friendly streetscape. Perhaps this is why the revised mixed use regulations eliminate this antiquated thoroughfare buffer requirement and require street trees – which is something this proposed master plan proposes.

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

Response: Certainly the limiting factors peculiar to the property is the overwhelming presence of utility and service lines (see attached deeded electric easement as well as exhibit 1 showing the presence of various utility easements) that make it impossible to install the A-75 thoroughfare buffer requirement.

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

Response: The property owner did not create all the utility easement locations and has little control of where utility tie-ins and easement locations are. Duke Energy is explicit in what plant materials they permit within its utility easments and it is not a lot. Likewise, it is also not good practice to locate plant materials within any town utility easements or private fiber optic locations.

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

Response: Specifically, this development will not only be unlike any other currently in Holly Springs and is also designed to utilize the acreage to the greatest extent possible whilst being a good neighbor. The building is oriented towards South Main Street to encourage pedestrian traffic as well as still allowing an urban streetscape to take shape, complete with street trees and public sidewalk allowing goals of the ordinance, and substantial justice to be achieved. Additionally, further public comforts and convenience will be achieved by the public art park and associated café, which will be enjoyed by town residents for years to come. Most importantly, the overall Village Gate development – this is only one component - will provide a mix of uses that will improve the overall convenience and general welfare of the surrounding community: Professional offices; pre-school facility; ground floor commercial with upper story residential apartments which will include much needed workforce housing; as well as apartments dedicated strictly towards the under-served senior population – these uses truly meet and exceed all high community moral standards Holly Springs has set, all walks and stages of life can enjoy Village Gate!

TOWN OF HOLLY SPRINGS

VARIANCE OF DEVELOPMENT STANDARDS PETITION

DPM Appendix #A.16
Supplement #14
April 2018

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

Variance Request (please be specific)

UDO Section No.: 7.01 - C

Section Title: Type & Plant Unit Value of Required Landscaping

Specific Variance Request: To modify the perimeter bufferyard planting requirement from C-150 to C-55 on Tracts 1 and 2 as indicated on 20-MAS-03.

For DPZ Use only
Project # 20-VARTC-09
Fees Paid: $ _____
Date Received:

☐ BOA ☐ Town Council

Project Information

Project Name Village Gate Master Plan

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

PUD/Master Plan/Subdivision Village Gate Shopping Center/Lot # _____

Project Location S. Main Street/Ralph Stephens Road

0648854727; 0648862150 0648862276 0648860360 0648864611

Use street address. If none, use the closest intersection

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

PIN 0648874081;0648950812064885190 5;0648852906; 0648862939 Real Estate ID 0348874; 0182676; 0148765;0150627;0371575;0203248;0206586;0343941;0067342;0476096

Project Acreage 20.20 Current Zoning CB-CU

Scoping Meeting Date : _____ Concept Meeting Date: 7/9/20

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

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

Project Applicant/Contact

(check one) ☐ Owner ☐ Owner's Agent ☐ Design Professional ☐ Developer ☒ Other: Project Planner

Name Laura Holloman Company McAdams Company

Mailing Address 2905 Meridian Parkway

City Durham State NC Zip 27713

Telephone # (919) 610-7377 E-Mail holloman@mcadamsco.com

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

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

Developer

Name Eli Zablud Company Dunn Investments, LLC

Mailing Address 220 Tals Rock Way, Suite 205

City Cary State NC Zip 27519

Telephone # (919) 418-3014 E-Mail ez@nc.rr.com

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

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

Property Owner

Name Same as Developer Company _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone # ( ) _____ E-Mail _____

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

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

TOWN OF HOLLY SPRINGS

VARIANCE OF DEVELOPMENT STANDARDS FINDINGS OF FACT

DPM Appendix #A.16
Supplement #14
April 2018

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

Project Information

Project Name: Village Gate

For DPZ Use only
Project #
Date Received:

Findings of Fact

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

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

Please see pages immediately following this sheet for complete responses. Thank you.

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

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

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

Certificate of Completion

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

Signature of Applicant: James Hall Date: 10/2/20

Signature of Owner: See Attached Signature Sheet Date: 9-29-20

Dated: 9-29-20

Billy G Edwards

Jackie G. McKee

Elizabeth G. Barnes

Betty G. Holleman

Nancy G. Perry

Madge G. Hinley

Kimberlee Duncanson

Gary R. V

Elizabeth S. Yarborough

James S. Yarborough Jr.

TOWN OF HOLLY SPRINGS

VARIANCE OF DEVELOPMENT STANDARDS FINDINGS OF FACT

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

Project Information

Project Name: Village Gate

For DPZ Use only
Project #
Date Received:

Findings of Fact

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

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

Please see pages immediately following this sheet for complete responses. Thank you.

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

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

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

Certificate of Completion

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

Signature of Applicant: Jamie Hall Date: 10/2/20

Signature of Owner: EC Zaland Date: 9-28-20

VILLAGE GATE MASTER PLAN VARIANCE REQUEST: PUV PERIMETER BUFFERYARD REDUCTION

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

Response: Tract 2 contains over 60,000 total square feet of office uses, this is something that is not negotiable, as the approved developers' agreement associated with Village Gate stipulates such square footage. The reason behind this bufferyard plant unit value (PUV) reduction request is to provide as much off-street parking as possible. The master plan seeks to provide the maximum amount of parking, and as a result, features variance requests relating to the reduction of bufferyard width from 25' to 5' The perimeter bufferyard planting requirement of C-150 within commercial districts is applicable when property lines zoned commercial and residential are immediately adjacent to each other. The thought being that adjacent homes may need some extra buffer above and beyond if were located adjacent to another commercial lot. However, this perimeter bufferyard will not be adjacent to any developed residential uses. The presence of environmental features, as well as utility easements (please see associated development plan 20-DP-12), on both the subject development as well as the previously approved Stephens Townhomes, prove as such. This PUV bufferyard is simply unnecessary. Therefore, providing a C-55 PUV bufferyard does nothing to endanger the adjacent property, and will feature all evergreens planted a minimum height of six feet.

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

Response: As stated above, the presence of environmental features, as well as utility easements (please see associated development plan 20-DP-12), on both the subject development as well as the previously approved Stephens Townhomes, provide a natural buffer all on their own making the C-150 bufferyard manufactured by the UDO redundant and therefore unnecessary.

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

Response: The property owner/developer is proposing every possible option available to attempt to mitigate the parking issues on-site. This bufferyard planting reduction will allow for the maximum amount of off-street parking to be present on-site and the plants planted to flourish and have adequate planting space.

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

Response: Specifically, this development will not only be unlike any other currently in Holly Springs and is also designed to utilize the acreage to the greatest extent possible whilst being a good neighbor. The

building is oriented towards South Main Street to encourage pedestrian traffic as well as still allowing an urban streetscape to take shape, complete with street trees and public sidewalk allowing goals of the ordinance, and substantial justice to be achieved. Additionally, further public comforts and convenience will be achieved by the public art park and associated café, which will be enjoyed by town residents for years to come. Most importantly, the overall Village Gate development – this is only one component - will provide a mix of uses that will improve the overall convenience and general welfare of the surrounding community: Professional offices; pre-school facility; ground floor commercial with upper story residential apartments which will include much needed workforce housing; as well as apartments dedicated strictly towards the under-served senior population – these uses truly meet and exceed all high community moral standards Holly Springs has set, all walks and stages of life can enjoy Village Gate!

TOWN OF HOLLY SPRINGS

VARIANCE OF DEVELOPMENT STANDARDS PETITION

DPM Appendix #A.16
Supplement #14
April 2018

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

Variance Request (please be specific)

UDO Section No.: 7.05

Section Title: Off-Street Loading

Specific Variance Request: Modify off-street loading space requirement on Tract 3 to a 9'x 91' loading space.

For DPZ Use only
Project # _20-VARTC-10_____ Fees Paid: $ _____
Date Received:

☐ BOA ☐ Town Council

Project Information

Project Name Village Gate

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

PUD/Master Plan/Subdivision Village Gate Shopping Center/Lot # _____

Project Location S. Main Street/Village Walk Drive

Use street address. If none, use the closest intersection

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

PIN 0648-86-0360 0648-86-2276 0648-85-1962 0648-86-2150 Real Estate ID 0348874;0182676;0148765;0150627;0371575

Project Acreage 4.73 Current Zoning CB-CU

Scoping Meeting Date : _____ Concept Meeting Date: 7/9/20

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

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

Project Applicant/Contact

(check one) ☐ Owner ☐ Owner's Agent ☐ Design Professional ☐ Developer ☒ Other: Project Planner

Name Laura Holloman Company McAdams Company

Mailing Address 2905 Meridian Parkway

City Durham State NC Zip 27713

Telephone # (919) 610-7377 E-Mail holloman@mcadamsco.com

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

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

Developer

Name Eli Zablud Company Dunn Investments, LLC

Mailing Address 220 Tals Rock Way, Suite 305

City Cary State NC Zip 27519

Telephone # (919) 418-3014 E-Mail ez@nc.rr.com

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

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

Property Owner

Name Same as Developer Company _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone # ( ) _____ E-Mail _____

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

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

TOWN OF HOLLY SPRINGS

VARIANCE OF DEVELOPMENT STANDARDS FINDINGS OF FACT

DPM Appendix #A.16
Supplement #14
April 2018

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

Project Information

Project Name: Village Gate

For DPZ Use only
Project #
Date Received:

Findings of Fact

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

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

Please see pages immediately following this sheet for complete responses. Thank you.

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

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

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

Certificate of Completion

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

Signature of Applicant: James Hall Date: 10/2/20

Signature of Owner: See Attached Signature Sheet Date: 9-29-20

Dated: 9-29-20

Sally G Edwards

Jackie G. McKee

Elizabeth G. Barnes

Betty G. Holleman

Nancy G. Perry

Madge G. Hinley

Kimberlette Duncanson

Mary R. V...

Elizabeth S. Yarborough

James S. Yarborough Jr.

TOWN OF HOLLY SPRINGS

VARIANCE OF DEVELOPMENT STANDARDS FINDINGS OF FACT

DPM Appendix #A.16
Supplement #14
April 2018

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

Project Information

Project Name: Village Gate

For DPZ Use only
Project #
Date Received:

Findings of Fact

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

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

Please see pages immediately following this sheet for complete responses. Thank you.

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

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

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

Certificate of Completion

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

Signature of Applicant: Jamie Hall Date: 10/2/20

Signature of Owner: Ed Zahn Date: 9-28-20

VILLAGE GATE MASTER PLAN VARIANCE REQUEST: LOADING SPACE SIZE REDUCTION (TRACT 3)

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

Response: The UDO's off-street loading requirements are geared toward industrial and typical integrated (shopping) center type development. It makes sense for those aforementioned uses to have the need for off-street loading requirements as they can have the expansive need for the transfer of goods and services, equipped for traditional loading dock areas. However, mixed use buildings, with only neighborhood scale ground floor commercial does not share this same need. In contrast, a pull-off loading space, adequately striped and located outside of active traffic drive-aisles will suffice. Tract 3 will propose a 9' by 91' pull-off loading space.

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

Response: As stated elsewhere, the presence of environmental features, as well as utility easements (please see associated development plan 20-DP-12), make every utilization on this site to require thoughtful consideration. Also, there will be no big-box or anchor tenant on the ground floor commercial square footage. There is not a need to require a typical off-street loading space dimension on-site, therefore, a minimum pull-off loading space of 9' x 91' is provided and will accommodate a standard UPS, FED-EX, Amazon or other box truck.

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

Response: The property owner/developer is proposing every possible option available to attempt to mitigate the parking issues on-site and still meet the developers' agreement minimum square footage and residential unit allocations for tract 3. The proposed use on the subject property does not require a typical loading space size, therefore, the limited space availability is better utilized to meet off-street parking requirements and still meet off-loading needs to perspective tenants.

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

Response: Specifically, this development will not only be unlike any other currently in Holly Springs and is also designed to utilize the acreage to the greatest extent possible whilst being a good neighbor. The building is oriented towards South Main Street to encourage pedestrian traffic as well as still allowing an urban streetscape to take shape, complete with street trees and public sidewalk allowing goals of the ordinance, and substantial justice to be achieved. Additionally, further public comforts and convenience will be achieved by the public art park and associated café, which will be enjoyed by town residents for years to come. Most importantly, the overall Village Gate development – this is only one component -

will provide a mix of uses that will improve the overall convenience and general welfare of the surrounding community: Professional offices; pre-school facility; ground floor commercial with upper story residential apartments which will include much needed workforce housing; as well as apartments dedicated strictly towards the under-served senior population – these uses truly meet and exceed all high community moral standards Holly Springs has set, all walks and stages of life can enjoy Village Gate!

TOWN OF HOLLY SPRINGS

WAIVER/ALTERNATE COMPLIANCE PETITION

DPM Appendix #A.06
Supplement #15
December 2018

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

Waiver/Alternate Compliance Type (check one)

- ☐ UDO Section 1.23 – Request for Incentives for the Preservation, Rehabilitation, or Adaptive Reuse of Historic Structures
- ☐ UDO Section 2.06 or 2.07- Waiver of Architectural and Site Design Requirements in R-MF-8 & R-MF-15
- ☐ UDO Section 2.09– Waiver of Development Requirements for Development Options in the R-30, R-20, R 15, R-10 and R-8 Districts
- ☐ UDO Section 2.10– Waiver of Development Requirements for Infill Development Options in the R-8 District
- ☐ UDO Section 3.03- Alternate Compliance with Architectural and Site Design Requirements in TV
- ☐ UDO Section 3.03- Alternate Compliance with Development Standards in TV
- ☐ UDO Section 3.08- Alternate Compliance with Architectural and Site Design Requirements in LB, CB, OR, GB
- ☐ UDO Section 4.05- Alternate Compliance with Architectural and Site Design Requirements in BT, RT, IT
- ☐ UDO Section 7.01- Alternate Landscape Plan Approval
- ☒ UDO Section 7.01- Waiver of Required Tree Preservation Requirements
- ☐ UDO Section 7.03- Waiver of Sign Regulations
- ☐ UDO Section 7.04- Reduction in the Number of Required Off-Street Parking Spaces
- ☐ UDO Section 7.04- Waiver of Off-Street Parking Regulations
- ☐ UDO Section 7.05- Waiver of Off-Street Loading Regulations
- ☐ UDO Sections 7.06, 7.07, or 7.08- Waiver of Lot Design, Street Design, or Utility Design
- ☐ UDO Section 7.09- Waiver of Pedestrian Circulation & Vehicular Area Design Requirements
- ☐ UDO Sections 9.05, B.- Waiver of Platting, Project Construction Drawing Approval, Recombination and Vacation Procedures
- ☐ DPM Section 1- Waiver of Voluntary Annexation

For DPZ Use only
Project # 20-WAV-18
Fees Paid: $ _____
Date Received:

☐ Initial ☐ Revised ☐ Final

Project Information

Identify the project associated with this Waiver/Alternate Compliance request

Associated Project Name:	Village Gate	Associated Project Number: 20-MAS-03

Waiver/Alternate Compliance Request

Specific Request: (provide additional sheets if necessary)

To modify the tree preservation requirements associated with the Village Gate Master Plan TOHS project #20-MAS-03.

Contact Information

Waiver/Alternate Compliance Contact

Name Laura Holloman Company The McAdams Company
Mailing Address 2905 Meridian Parkway
City Durham State NC Zip 27713
Telephone # (919) 610-7377 E-Mail holloman@mcadamsco.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Please print responses in blue or black ink or typewrite.

A petition for Alternate Compliance may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or describe the unique conditions that would enable the decision making body to make a written determination that:

Findings of Fact

For DPZ Use only
Project # _____
Date Received:

☐ Initial ☐Revised ☐ Final

(1) **The proposed development represents an innovative solution for tree preservation, which will enhance the use or value of area properties beyond the enhancement that would otherwise occur under the strict application of the Required Tree Protection requirements; or,**

The strict application of the terms of the Required Tree Protection requirements represents an unusual or unnecessary hardship when applied to the proposed development;
See pages immediately following this sheet for complete responses.

(2) **The granting of a waiver will not cause negative impacts on the environment;**

(3) **The proposed development is consistent with the intent of the Comprehensive Plan; and,**

(4) **The proposed development is consistent with the intent and purpose of this UDO.**

Certificate of Completion

I certify that all information presented in this petition is accurate to the best of my knowledge and belief.

Signature: _____ Date: 10/2/20

VILLAGE GATE MASTER PLAN WAIVER REQUEST: TREE PRESERVATION

1) The proposed development represents an innovative solution for tree preservation, which will enhance the use or value of area properties beyond the enhancement that would otherwise occur under the strict application of the Required Tree Protection requirements; or,

The strict application of the terms of the require tree protection requirements represents an unusual or unnecessary hardship when applied to the proposed development.

Response: The Village Gate project is unique in its scope and character and as such, the tree preservation plan is as well. The parcels that make up Village Gate is not virgin land. It has been cleared and used for farming for many years until recently and has also been a basis for private suburban residences. As a result, large swaths of tree stands are not prevalent, this fact represents a hardship not caused by the developer's actions and therefore a waiver of tree preservation requirements is necessary.

2) The granting of a waiver will not cause negative impacts on the environment;

Response: Tree Preservation Tract 1

The proposed tree preservation areas for Tract 1 are in 2 large swaths that abut the Stephen's Tract tree preservation area to the west, and a natural tree stand and preserved area from the Village Walk development to the north. The rest of the site is largely devoid of trees, except for various trees planted by the current resident.

The intent of the tree preservation plan for Tract 1 is to preserve naturally occurring stands to the west and north and a contiguous area adjacent to allow for natural succession to occur in this area and to supplement with the addition of landscaping to meet the perimeter yard requirement to provide the necessary screening of adjacent properties based on their use.

Tree Preservation Tract 2

Tract 2 has the most significant tree stand on the property, with the portion being preserved a continuation of the preservation area from the adjacent Stephen's Tract project to the east, and a small but contiguous portion of the northern perimeter yard.

The preservation area here seeks to preserve a significant tree stand along with supplementing this with perimeter yard landscaping to provide an opaque screen of the adjacent property.

Tree Preservation Tract 3

Tract 3 devoid of any significant vegetation as it is an old field. The only area that meets the criteria for Tree Preservation is the wetland area, which is being preserved along with a large swath of area adjacent to this environmentally sensitive area. This area will be utilized to relocate the perimeter yard landscaping that would otherwise be located in the wetland area, or various easements. This, in effect, is providing new vegetation to fill out this area and provide room for the natural vegetation on the adjacent properties to expand as a natural, edge habitat would.

In summary, Village Gate proposes to use a combination of Significant Tree Stands and the Preservation of Environmentally Sensitive Areas and adjacent areas to meet the 10% land area requirement for Tree Preservation. All areas identified as tree preservation either abut or are contiguous with a significant tree stand, and areas that are devoid of vegetation will be vegetated, utilizing an alternate landscape plan or otherwise, by perimeter yard landscaping. This meets the intent to preserve natural open space and reduces the visual impacts of the development on surrounding properties.

3) The proposed development is consistent with the intent of the Comprehensive Plan; and,

Response: As part of the Future Land Use and Community Character section of the Comprehensive Plan, there is also a Future Land Use Map which places specific land use designations on specific parcels, guiding current property owners and developers on what the town's vision is.

The Comprehensive Plan designates these subject parcels as 'Mixed-Use Center'. The Plan states that:

A Mixed-Use Center offers the opportunity to serve broader economic, entertainment, and housing needs in the community. Land uses and buildings on small blocks in the core may stand three or more stories tall and encourage active public spaces between the buildings. Residential units or office space are found above storefronts. Homes surrounding the core offer several choices to live and experience the center. Parking is satisfied using on-street parking, structured parking, and shared rear-lot parking strategies. The compact, walkable environment and mix of residential and non-residential uses in the center supports multiple modes of transportation, including the potential for transit-oriented development if-when a decision is made to invest in premium transit along the NC 55 corridor.

The intersection of South Main Street and Piney Grove Wilbon Road is growing at a fast pace. Currently, Lightbridge Academy is under construction on the southwest portion, and The Hawthorne Apartments and Holly Springs Long Term Care round out the southeast portion. Adjacent to the subject parcels included in this rezoning request, Stephens Townhomes is preparing to break ground in Fall 2020. Once these adjacent projects are developed, coupled with our commercial uses, a mixed-use center truly begins to take shape. Residents from nearby Stephens Townes, The Hawthorne and The Exchange Apartments as well as Wildwood, we will able to walk to drop their child off to daycare or walk to work to our future development as well as have access to nearby appropriately-scaled commercial goods and services.

4) The proposed development is consistent with the intent and purposed of this UDO.

Response:

The intent of Tree Preservation, as described in the UDO Section 7.01.J, is to 'protect the unique natural character of Holly Springs, to preserve the integrity of the forest canopy, to promote the preservation of natural open space, to protect native plant and animal species, and to reduce the environmental and visual impacts of development by preserving specimen trees, native hardwood forest stands, and ecologically significant landscapes, tree preservation is required for all residential and commercial projects.'

The Village Gate Master Plan Tree Preservation Plan demonstrates how the development intends to meet this intent. The plan sets aside slightly greater than the required 10% area, which is distributed almost evenly between the three tracts. The plan prioritizes saving trees that abut large wooded areas on adjacent properties and are parts of natural tree stands, or are contiguous with those areas, and environmentally sensitive areas that do not have any significant vegetation to be preserved, but preserve habitat and natural open space.

Village Gate

20-MAS-03
HOLLY SPRINGS, NORTH CAROLINA
DETAILED MASTER PLAN
MIXED USE OPTION (UDO 3.05 C.)

SITE DATA

PINS 0648-86-2939 0648-87-4081 0648-86-4611
0648-86-0360 0648-86-2276 0648-85-1962
0648-95-0812 0648-85-2906 0648-86-2150

TOTAL TRACT AREA: 880,227 SF
20.20 AC

TOTAL AREA TO BE DEVELOPED: 20.20 AC
MINIMUM NUMBER OF LOTS 4 LOTS
MAXIMUM NUMBER OF LOTS 6 LOTS

ZONING: CB-CU
PROPOSED USE: MIXED USE

OWNER: DUNN INVESTMENTS, LLC

PROPOSED SEWER FLOW
FUTURE 12,000 SF OFFICE @ 0.12 GPD/SF= 1,440 GPD
159 SENIOR APARTMENTS @ 60 GPD/UNIT= 9,540 GPD
60,000 SF OFFICE @ 0.12 GPD/SF= 7,200 GPD
21,000 SF RETAIL @ 0.12 GPD/SF= 2,520 GPD
160 APARTMENT UNITS @240 GPD/UNIT=28,400 GPD
160 PUPILS @ 15 GPD/PUPIL= 5,400 GPD
TOTAL= 54,500 GPD

GENERAL NOTES

ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING AND CONSTRUCTION STANDARDS

CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.

CONTRACTOR SHALL OBTAIN A COPY OF THE CURRENT STANDARDS AND SPECIFICATIONS OF THE TOWN OF HOLLY SPRINGS TO REFER TO DURING CONSTRUCTION OF THE PROJECT.

CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING ABOVE AND BELOW GROUND UTILITIES IN THE AREA PRIOR TO CONSTRUCTION AND COORDINATE THE RELOCATION OF THESE UTILITIES WITH THE APPROPRIATE AUTHORITIES.

ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS SEDIMENT AND EROSION CONTROL ORDINANCE.

THIS PROJECT WILL UTILIZE THE MIXED USE OPTION FROM UDO SECTION 3.05C.

REFER TO THE DEVELOPER'S AGREEMENT FOR TIMING OF OFFSITE IMPROVEMENTS, FEE IN LIEU PAYMENTS, AND DENSITY STANDARDS.

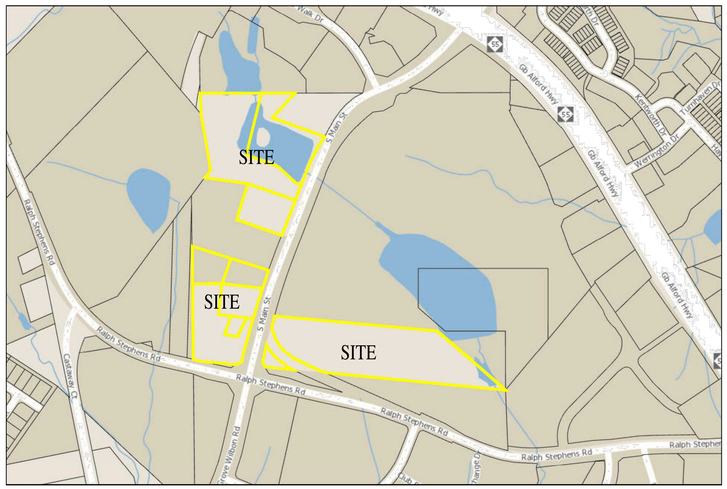
DEVELOPER/OWNER
DUNN INVESTMENTS, LLC
220 TALS ROCK WAY, SUITE 305
CARY, NC 27519
919-418-3014

LANDSCAPE ARCHITECT
TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE 200
DURHAM, NC 27713
919-484-8880

PLANNER
MCADAMS
2905 MERIDIAN PARKWAY,
DURHAM, NC 27713

CIVIL ENGINEER
ALLEN CONSULTING
10609 OLD PINE COURT,
RALEIGH, NC 27613

SURVEYOR
2524 RELIANCE AVENUE
APEX, NC 27539



VICINITY MAP
1"=400'

N
W E
S

SUBMITTALS

FIRST SUBMITTAL 7/24/2020
SECOND SUBMITTAL 8/28/2020
THIRD SUBMITTAL 10/02/2020
FOR TOWN COUNCIL 11/2/2020

INDEX

COVER SHEET
DEVELOPERS AGREEMENT D-1
SURVEY SHEET 1
ARCHITECTURAL ELEMENTS A-1
OVERALL PLAN (ALL TRACTS) MP-1
MASTER UTILITY PLAN MP-2
TRACT 1 MP-3
TRACT 2 MP-4
TRACT 3 MP-5
TREE PRESERVATION PLAN (OVERALL) TP-1
TREE PRESERVATION PLAN (TRACT 1) TP-2
TREE PRESERVATION PLAN (TRACT 2 TP-3
TREE PRESERVATION PLAN (TRACT 3) TP-4
OFFSITE TRANSPORTATION PLAN T1.0-1.1
PRELIMINARY GREENWAY LAYOUT T-2.0





TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECTURAL CORPORATION No. C-551 FORTERLAND DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 11/2/20 No. 2135 Christopher D. Rurkowski

811 Know what's below. Call before you dig.

REVISIONS:
8/28/20- PER TOHS COMMENTS
10/2/20- PER TOHS COMMENTS

COVER
Village Gate Master Plan
South Main Street
Holly Springs, NC

SCALE: AS NOTED
DRAWN BY: CDR
PROJECT #
DATE: 7/24/2020
SHEET
COVER
OF

PREPARED BY/RETURN TO: JOHN SCHIFANO, ROD BOX 105

STATE OF NORTH CAROLINA
COUNTY OF WAKE

DEVELOPMENT AGREEMENT REGARDING INFRASTRUCTURE CONSTRUCTION AND FEE REIMBURSEMENT (N.C. GEN. STAT. § 160A-420.20 *et seq.*)

BY AND BETWEEN

THE TOWN OF HOLLY SPRINGS

and

DUNN INVESTMENTS, LLC,

THIS AGREEMENT, made and entered into this _____day of June 2020, by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the "Town" and **DUNN INVESTMENTS, LLC, a North Carolina Limited Liability Company**, and its successors and assigns, hereafter referred to collectively as the "Developer." The Town and the Developer are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Developer is the fee simple owner or contract purchaser of several tracts of land held in common for development, the total of which are exceeding 25 acres in size, which are shown in Exhibit A, attached hereto and incorporated herein by reference (the "Property"), and the Developer, or its successor or assigns, will be requesting approval of a development plan for these tracts for a mixed use commercial development, in a manner consistent with the sketch plans prepared by the Developer attached hereto as Exhibit B and the terms of this agreement; and,

1

WHEREAS, the Property is not currently located within the corporate limits of the Town, is not currently served by town sewer service, and a significant capital expenditure would be required to extend sewer service to the Property. However, the Property is located in close proximity to the Town corporate limits is within the extraterritorial jurisdiction of the Town, and it is closer to any Town utilities than to any other town's utilities; and,

WHEREAS, the Developer desires careful integration between public and private capital facilities planning, financing and construction, and further desires sufficient assurances that development standards, ordinances, policies and procedures remain stable throughout the extended period of development; and,

WHEREAS, it is beneficial to both the Town and Developer to construct certain on-site and off-site infrastructure improvements relative to the Project to enable the safe and responsible treatment of wastewater by the Town and to provide potable drinking water to the ultimate users of the Property, as well as other infrastructure; and,

WHEREAS, the Town requires, pursuant to N.C.G.S. § 160A-372 and its Unified Development Ordinance, the dedication and construction of streets and rights of way and other infrastructure and for the distribution of population and traffic in such a manner that it will avoid congestion and overcrowding and will create conditions essential to public health, safety, and the general welfare; and,

WHEREAS, the Town has enacted a subdivision control ordinance, pursuant to N.C.G.S. §160A-372 which provides for the orderly control of growth and development in the Town in general and on the Developer's parcel; and,

WHEREAS, the Town is authorized pursuant to N.C.G.S § 160A-311 *et. seq.* to operate and does in fact operate a water and sewer treatment enterprise and requires, pursuant to N.C.G.S. § 160A-317, the connection to the system by owners of developed lands located within the Town, for a cost set forth in the Town's annual budget; and,

WHEREAS, the Town is authorized to enter into this contract pursuant to N.C.G.S. §§ 160A-16, 160A-400.20 *et seq.* and may contract with the Developer to carry out the public purposes set forth herein pursuant to N.C.G.S. §160A-20. A public hearing on this Agreement was held on June 16, 2020 and after consideration of the facts brought forth during the hearing, together with the promises and inducements contained herein, Town Council of Holly Springs has determined that it is in the best interests of its citizens to enter into this Agreement.

WHEREAS, the Town considers the Project favorable to the Town because of the construction of a significant amount of non-residential (commercial, office, and retail) uses, which is in keeping with the Town's strategic planning initiative. Further, the Developer has agreed to incorporate several needed public infrastructure improvements ("Public Improvements," as described below) in the vicinity of the Property which will serve the Development, other adjoining properties, and generally benefit the town as a whole; and,

2

WHEREAS, the Town is offering the Developer incentives to assist the Developer in constructing the Public Infrastructure (as defined below) by way of Synthetic Tax Increment Grant ("STIG") which would allow the Developer to receive a grant for construction of the Project, measured as a percentage of increased tax base up to a maximum of $585,000 over seven (7) years, as a result of the Project: (i) increasing the Town's commercial tax base; (ii) creating a significant number of new jobs; and (iii) constructing the Public Improvements;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Town and the Developer agree as follows:

ARTICLE I

1. **Definitions**: The terms below shall have the following meanings as used herein:

a. Actual Costs: The amount of true costs actually incurred for construction of a certain project described herein upon final completion and approved by the Town, inclusive of the cost of acquiring easements or rights of way from those not party to this agreement, but exclusive of any administrative costs (i.e., profit and overhead) of the Developer, or any project construction contingency. Any such costs which herein after are agreed to be reimbursed or otherwise paid by the Town shall be audited by the Town under generally accepted accounting principles for governments for a period of three (3) years after the last act under this Agreement. The Developer's right of reimbursement for Actual Costs pursuant to the terms of this Agreement is contingent upon the Developer first receiving from the Town advance written consent to the expected cost of an applicable transaction before the cost is incurred, provided, that such consent shall not be unreasonably withheld or delayed by the Town.

b. Development: Generally defined as the planning for or carrying out of a building activity, the making of a material change in the use or appearance of any structure or property, or the dividing of land into two or more parcels. "Development," as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, "Development" refers to the planning for or the act of developing or to the result of development. Specifically, in this Agreement, the term "Development" refers to the construction by the Developer of all building activities associated with the Concept Plans.

c. Development Permit: A building permit, zoning permit, subdivision approval, special exception or conditional use permit, variance, or any other official action of the Town having the effect of permitting the development of property.

d. Land Development Regulations: Ordinances and regulations enacted by the Town for the regulation of any aspect of development and includes zoning, subdivision, or any other land development ordinances, including but not limited the Town of Holly Springs Unified Development Ordinance ("UDO").

3

e. Laws: All ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies, and rules adopted by the Town affecting the development of property, and includes laws governing permitted uses of the property, density, design, and improvements.

f. Master Plan: The plan described in Section 3.01 of the Town's Development Procedures Manual.

g. NCDOT: the North Carolina Department of Transportation.

h. Offsite Infrastructure: The public sanitary sewer gravity line, all potable waterlines, and other Town-owned equipment or facilities not located on the Developer's site.

i. Person: An individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, State agency, or any legal entity.

j. Concept Plans: The plans described in Section 1.01 of the Town's Development Procedures Manual; Concept Plan as used in this Agreement refers to the sketch plans for the Development previously submitted by Developer to the Town and attached hereto as Exhibit B.

k. Public Infrastructure: The public sanitary sewer gravity line, all potable waterlines, conversion to metal "mast arm" style of an existing traffic signal at Main Street and Ralph Stephens Road, an additional through-turn lane northbound on Main Street south of said intersection, approximately 2,500 linear feet of sidewalk/greenway (as hereinafter described), financial contribution to transportation improvements for NC 55, and other Town-owned equipment or facilities located on the Property.

l. Public Benefit: The construction and dedication of the Public Infrastructure by the Developer, the increase in commercial and retail uses (as opposed to residential) which furthers the Town's strategic planning efforts, and the additional financial revenue of the Town brought by the incremental ad valorem tax value of the Property.

m. Property: All real property shown or described in Exhibit A, which is subject to land-use regulation of the Town and includes any improvements or structures customarily regarded as a part of real property.

n. Project: The Developer's plan to develop the Property in the manner described in Concept Plans, and as approved by the Town Council of Holly Springs through its normal development process.

ARTICLE II
DESCRIPTION OF DEVELOPMENT AGREEMENT

1. SCOPE: The legal description of the Property subject to this agreement and the names of its legal and equitable property owners are contained in Exhibit A.

4

2. TERM: The duration of the agreement is for ten (10) years. The parties are not precluded from entering into subsequent development agreements that may extend the original duration period. Condition precedent to this Agreement are: 1. that the Town approves the petition for rezoning, the petition for annexation, and the Master Plan; and 2. that Developer acquire in fee simple absolute the Property within 90 days of approval of the Master Plan.

3. DEVELOPMENT PERMITTED USES: The development uses permitted on the Property and the location of those uses are shown on the Concept Plans.

a. The Concept Plans indicate a Project, which generally consists of development of three tracts. For the purposes of this Agreement, all three (3) tracts shall be deemed as one (1) single project for the purposes of complying with the Town of Holly Springs Unified Development Ordinance Mixed Use Option regulations. The Master Plan for the initial Mixed Use approval and authorization shall include all three Tracts.

The proposed uses are as follows, and are subject to the Zoning Conditions as listed in Exhibit C:

Tract 1 is an approximate 12,000 square foot commercial stand-alone building, together with an age-targeted senior living facility consisting of approximately 190 residential living units;

Tract 2 is an approximate 60,000 square foot medical office building, and

Tract 3 shall consist of a child daycare campus, and an approximate 90,000 square foot mixed use commercial and multifamily residential building with approximately 160 residential units known as "Solaris." Solaris shall have multifamily dwellings existing above the ground floor commercial space, and shall have certain community features such as an "art-park," a stand-alone coffee and pastry kiosk, and other public spaces, as well as 50 residential units operated by the Developer as workforce housing ("Workforce Units.")

b. The Town hereby agrees that the land use described herein and shown on Exhibit B is in the best interest of the Town, is in keeping with the land use plans, and agrees, subject to statutory requirements, to rezone the Property in conformance with this Agreement.

c. The Developer voluntarily offers certain zoning conditions ("Zoning Conditions") as a part of this Agreement and any subsequent rezoning requests for the Property. These Zoning Conditions shall apply to the Mixed-Use Parcel, and are listed in Exhibit C.

d. WORKFORCE HOUSING: Developer desires to voluntarily designate 50 units of its Tract 3 development (i.e, the "Solaris" building) as workforce housing units. These units shall be made available to rent to those individuals working in the corporate limits of Holly Springs or actively seeking employment therein, who earn 50% to 80% of

5

the Area Median Family Income for Wake County, as determined by the most recent US Census data. For a period of twenty (20) years commencing upon the issuance of a certificate of occupancy on the Solaris Building, the Developer agrees to establish a rental rate for these 50 units that is at least 25% less than the average fair market rental rate for the Town of Holly Springs, as established each year by the U.S. Department of Housing and Urban Development. The Developer shall submit proof of compliance annually to the Town as provided in Article VI, Section 1 of this Agreement.

4. SEWER CONSTRUCTION AND ACCESS: The Town and Developer agree that the most efficient method of sewer access is through the installation of certain new gravity and force-main lines, as well as upgrades to existing lines, together with the necessary upgrades to the Basil Creek Pump Station to accommodate the new sewer line, together referred to as the "Sewer Improvements." In an effort to describe the Sewer Improvements necessary to serve the Property pursuant to this Agreement in a sound manner, a preliminary engineering report, design, permitting, and construction drawings shall be submitted to the Town by the Developer's engineer within three (3) months from the date of execution of this agreement. The Parties understand that certain upgrades are needed to the pump station and ordinarily such upgrades would be a responsibility of the Developer prior to plat approval, however in consideration of the Public Benefit and the covenants contained herein, the Town hereby waives the requirements of the pump station improvements by the Developer. Any other Sewer Improvements necessitated by the Project (other than the pump station upgrades) shall be done by the Developer, at the Developer's expense.

5. TRANSPORTATION IMPROVEMENTS: The Developer shall design, construct, and permit the following Public Infrastructure relating to Transportation:

a. The conversion of a 4-way signalized intersection located at South Main Street and Piney Grove Wilbon/Ralph Stephens Road to a mast-arm signal, according to Town standard specifications. Prior to construction, Developer shall submit plans to the Town and NCDOT for approval, and shall make any such modifications required for approval.

b. Construction of a through-turn lane at the southeastern quadrant of the intersection described above, according to plans and specifications approved by the Town and NCDOT. The Town has collected certain funds from third party developers and shall make those funds available to the Developer for the Actual Construction Costs of this Public Infrastructure.

c. Construction of Approximately 2,500 linear feet of pedestrian sidewalk/greenway along public right of way (existing or proposed), from the southernmost point of the Project to the intersection of Bayham Drive and Piney Grove Wilbon. The Town shall allow a dollar-for-dollar credit against Parks and Recreation fees in lieu for any Actual Construction Cost for this Public Infrastructure which exceeds 2,000 linear feet. The Town shall be solely responsible for acquiring and paying for any land acquisition necessary for this sidewalk/greenway.

6

c. Developer shall construct all transportation-related Public Infrastructure for the Project as shown on the Concept Plans, which meet the ordinary development requirements of the Town, EXCEPT that the Developer shall not provide vehicular connection to Tract 1 (the Age-restricted residential project) through the adjacent tract. In lieu of this requirement, Developer shall provide an emergency access connection for emergency vehicles with a Knox box.

d. Developer shall contribute $105,000 to the Town for a fee in lieu of upgrades to NC 55.

e. Developer shall be allowed to only construct a road stub to the adjacent Crossroads property through Tract 3 and shall not be required to construct any such transportation improvements beyond its property line.

6. ANNEXATION and REZONING/MASTER PLAN: The Parties agree that the Property shall be rezoned and annexed into the corporate limits of the Town through the approval of a petition for rezoning and voluntary annexation prior to the commencement of Town sewer service to the Property, in a zoning designation consistent with the covenants herein. The Developer has already submitted a petition for rezoning, which has been reinstated. The Developer will submit a petition for voluntary annexation of the Property at the same time as submission of the Master Plan. In the event that the Master Plan is not approved by the Town, the Developer shall be entitled to withdraw its annexation petition until such time as the Master Plan is approved, up to and including, the final consideration of the Master Plan by the Town Council. The Town shall schedule for approval the rezoning, Master Plan, and annexation petitions so that the Town Council hearings for these matters will occur within 180 days of the earlier of submittal by the Developer of the Master Plan, petition for annexation, or execution of this Agreement. Nothing herein obligates the Town to provide sewer or water service to the Property prior to its annexation. The Property shall at all times be subject to the Zoning Conditions, as shown on Exhibit C and incorporated by reference.

7. RESERVATION OF LAND: In lieu of required land reservation for Parks and Recreation pursuant to N.C.G.S. § 372, the Developer shall pay a fee in lieu in the manner set forth in the Town's annual budget.

8. REQUIRED PERMITS: A description of all development permits approved or needed:

a. Developer shall secure all construction drawing approval, erosion and sedimentation control, grading approval, and building permits as necessary under the land development regulations in existence of the time of such permit application. Town shall aid Developer in securing all encroachment permits as required by the NCDOT, the North Carolina Department of Environmental Quality, or other state or federal agencies, as required for roads, sewer, and water. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of

7

complying with the law governing their permitting requirements, conditions, terms, or restrictions.

9. TERMS REQUIRED FOR PUBLIC SAFETY: Description of any conditions, terms, restrictions, or other requirements determined to be necessary by the Town for the public health, safety, or welfare of its citizens.

a. All zoning conditions shall be satisfied.

10. HISTORIC STRUCTURES: Description of any provisions for the preservation and restoration of historic structures.

a. None

11. DEVELOPMENT SCHEDULE

a. Prior to any permit or plat approval for any tract of the Project, the Developer shall pay to the Town the fee in lieu of roadway construction for the NC 55 improvements (item 5 (d), above) in the amount of $105,000.

b. Fees ordinarily due upon issuance of the building permit for this project shall be paid prior to issuance of the certificate of occupancy, including any temporary certificate of occupancy. This is a delay in the collection of the fees by the Town, and is of benefit to the Developer and a concession by the town for the Public Benefits brought by this Project. The Developer shall indemnify and hold the Town harmless from any claim by a subsequent purchaser for delay, lost profits, consequential or special damages arising as a result of this delayed collection of fees.

c. The remaining Public Improvements shall be constructed prior to a certificate of occupancy is granted for the Solaris building. For clarity, the certificates of occupancy for the childcare center, art park, and kiosk will not be conditioned upon completion of the Public Improvements and may be issued before said completion is achieved.

ARTICLE III
DEVELOPER'S DUTIES

1. For any offsite infrastructure constructed by the Developer, the Developer shall design, permit, and construct the infrastructure to the location approved by the Town and as shown on plans (to be submitted), according to engineering best practices, requirements of the Town, and requirements of the North Carolina Department of Environmental Quality (NCDEQ) and any other regulatory agency. For any land owned or controlled by the Developer, the Developer shall secure and dedicate to the Town all necessary easements for the construction and perpetual maintenance of the infrastructure referenced. For any land not owned by or controlled by the Developer, the Town shall convey such land owned by the Town to the Developer or secure all necessary easements on land owned by third parties for the construction and perpetual maintenance

8

of the infrastructure referenced in a timely manner so as not to delay the completion of the Developer's Duties.

2. The Developer shall construct in a workmanlike manner the Onsite Public Infrastructure according to the design specifications and criteria of the Town which are existing at the time of this agreement, as well as full compliance with any NCDENR requirements. Said infrastructure, together with any and all appurtenances, easements, and equipment associated with the project required for public dedication shall be dedicated to the Town in a manner consistent with the development plan and in a manner in accordance with the Town's standards.

3. The Developer shall construct the public infrastructure according to the plans and specifications submitted in a manner consistent with the standards of the Town which are in effect at the time of this Agreement.

4. The Developer (or his successors, and/or assigns) shall pay all development fees for the development at the time they would otherwise ordinarily be due (or as otherwise amended pursuant to 11(b) above) and in an amount that is determined by the fee schedule approved in the annual budget which is in effect at the time of this Agreement.

5. Developer shall maintain the Workforce Housing Units in the manner described above for twenty years.

ARTICLE IV
DEVELOPER FINANCIAL BENEFITS

1. The following benefits are agreed to by the Parties in consideration of the Public Benefits brought about by the Project.

a. As described in Article II, paragraph 11(c), the Developer shall be allowed to defer town fees ordinarily due at time of building permit or plat recordation to the time at which a certificate of occupancy would be due.

b. Synthetic Tax Increment Grant. In consideration of the Developer's construction of the Public Infrastructure, the Town shall grant to the Developer, as a reimbursement for the costs associated with such infrastructure, an amount equal to the costs of such Actual Construction Costs of the work, payable as follows:

Upon completion of the Solaris building (at such time all Public Improvements have been completed), the Parties shall determine the difference in the ad valorem tax revenue of the Property from the Town's FY 2021/2022 ("Base Tax Revenue") and the tax revenue of the Town attributable to the Property the first tax year after completion of the Solaris Building ("Increased Tax Revenue"). For purpose of clarity, in calculating the Base Tax Revenue and the Increased Tax Revenue for the Property, all three Tracts shall be considered. The difference between the Base Tax Revenue and the Increased Tax Revenue is the Incremental Tax Revenue. For the seven years following the completion of the Solaris Building, the Town shall pay

9

to the Developer the percentage of Incremental Tax Revenue in the years and amounts as indicated below:

Years 1 & 2:	80%
Years 3 through 5:	40%
Year 6:	30%
Year 7:	10%

The sum of this reimbursement amount shall have a MAXIMUM CAP OF $585,000, and the term shall have a maximum term of 7 years. In the event that the Maximum Cap is reached prior to the expiration of the 7-year term, no further reimbursement shall be allowed. Payments shall be made once annually within 30 days of certification by Town staff that the Town's portion of ad valorem taxes have been fully paid on the Property. The Town shall not be obligated to make more than 7 such payments, and shall only pay the Developer and no other party.

2. The following financial benefit is agreed to by the Parties for the mutual benefit of the Parties.

a. In consideration of the Workforce Housing, the Developer shall be allowed to install a master water meter for 50 of the Workforce Housing units. Ordinarily, the Town requires one meter per Equivalent Residential Unit ("ERU"), and collects a System Development Fee for each ERU. The Developer shall be allowed to install one meter in a size appropriate to serve 50 residential units, and establish a sub-metering system to allocate costs and expenses among the 50 units without influence from the Town. In doing so, the Developer may install such water saving measures and efficient devices in these residential units as appropriate to the Developer, and the Town shall only have one metered connection instead of 50 which results in an administrative savings to the Town. The Town shall charge the Developer 50 separate monthly availability charges, however the Developer shall realize an avoidance of approximately $375,000 in System Development Fees.

ARTICLE V
GENERAL TERMS

1. All of the Developer's obligations under this Agreement, including but not limited to the obligations under Articles II and III of this Agreement, are contingent upon the Town's approval of the Developer's petition for rezoning, petition for annexation, and approval of the Master Plan.

2. All reimbursements, if any, for this project shall be provided on the basis of final documented Actual Costs, as approved by the Director of Engineering, in accordance with this agreement. Any opinions of project cost included in this agreement are based upon preliminary designs and are approximate.

10

3. The Developer shall be responsible for the complete design and construction of each project, including all surveying, design, permitting, plat preparation and recordation, testing, engineering, bidding, construction, inspection, acceptance, easement maps and documents, construction management, construction administration, and all other necessary functions to insure complete-in-place, fully functional projects built and operational in accordance with Town and State standards and approved plans for the project. The costs of all of these items shall be borne by the Developer and shall not be subject to reimbursement or participation by the Town, except as specifically described herein

4. All fees, charges and payments related to the actual construction of each project shall be borne by the Developer and shall not be subject to reimbursement or participation by the Town, except as set forth herein.

5. In the course of installing the sewer line or any other work on easements obtained by the Town and under the Town's ownership, the Developer shall operate under permission to encroach onto a Town easement and shall hold the Town harmless.

6. The Developer agrees to protect, defend, indemnify and hold the Town of Holly Springs and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising directly out of the entry onto and performance of work on the easements of the Town. The Developer further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

7. The Town agrees to protect, defend, indemnify and hold the Developer and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character made by third parties in connection with or arising from the injury to (including death of) persons or physical damage to property arising out of the performance of Town's obligations under this Agreement by the Town, its agents, employees and contractors (collectively, "Claims"), except to the extent any such Claims arise out of the negligence or willful misconduct of the Developer, or its agents, employees or contractors, or any third party. The Town further agrees to investigate, handle, provide defense for and respond to, any such Claims at its sole expense and agrees to bear all other costs and expenses related to such Claims, even if such Claims are groundless, false, or fraudulent but only to the extent the same are not expressly excluded as set forth herein.

8. All projects shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on infrastructure.

9. It shall be the responsibility of the Developer to ensure that all regulatory approvals for each project are in place before beginning construction.

11

10. The Town Manager is authorized to make decisions in regard to approvals, including changes to this Agreement in order to complete the scope of work required, within his authority granted by the Town Council, except as otherwise stated herein or required by Town ordinance.

11. The Town shall secure all necessary easements for the infrastructure projects that are the subject of this Agreement.

ARTICLE VI
OTHER

1. Compliance with Workforce Housing plan. Starting after completion of the first full calendar that the Solaris Building is in service, the Developer shall submit annually prior to February 15 such information and data to the Town to ensure compliance with both appropriate lease amounts and tenant income and work criteria. The information and data shall be a snap shot as of January 1 of each applicable year. For the purposes of assessing compliance, the income levels and work status of the tenants occupying units as of January 1 shall be measured as of the date that they applied for rental housing, if such date was within 24 months of January 1, otherwise January 1 of that year.. The Developer's compliance shall be measured by adding the number of qualifying units (units leased to qualifying individuals at qualifying rates) plus the number of vacant units in the Solaris building. For example, if 35 units are rented to qualifying individuals at qualifying rates and 15 units are vacant, then the Developer shall be in compliance. In the event that the Developer cannot substantiate compliance with at least 50 residential units in a particular year during the applicable twenty-year period, the Developer shall reimburse the Town in an amount equal to the System Development Fee for FY2020, on a per unit basis ($7,795) times the number of units for which Developer is not in compliance times the fraction where the numerator is the number of years that the Solaris building is in service and the denominator is 20. For purpose of clarity, the per unit, per year return of the System Development fee is ($389.75). .

2. All projects shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on Offsite Infrastructure. This Agreement shall not modify the warranty and acceptance procedures established by the Town through the Engineering Standards in place at the time of this agreement. It shall be the responsibility of the Developer to ensure that all regulatory approvals for each project are in place before beginning construction.

3. All notices, reports, and other communications given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or delivered in person to the intended addressee. Notice sent by certified or registered mail shall be effective upon the date of delivery indicated on the return receipt. Notice given in any other manner shall be effective upon actual receipt by the addressee.

4. This development agreement does not provide for the application of subsequently enacted Laws, ordinances, development policies, practices, procedures or standards. The Laws, ordinances, development policies, practices, procedures and standards applicable to the

12

development of the Project are those in force at the time of the execution of this Agreement, in the manner prescribed by Holly Springs Ordinance 14-164.

5. Notices under this agreement shall be to the following:

FOR THE TOWN:	FOR THE DEVELOPER:
Randy J. Harrington	Eli Zablud
Town Manager	Dunn Investments, LLC
PO Box 8	220 Tals Rock Way, Suite 3
Holly Springs, NC 27540	Cary, NC 27519
Reference:	

6. This Agreement shall be governed by and construed in accordance with the law of the State of North Carolina. The Parties consent to the jurisdiction of Superior Court Division of the General Court of Justice located in Wake County, North Carolina in the event a dispute arises between them regarding the terms of this Agreement.

7. If any paragraph or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall continue in full force and effect.

8. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors and assigns.

9. This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing.

10. Exhibit List: The following exhibits are hereby incorporated by reference:

EXHIBIT A: Map of the Property
EXHIBIT B: Preliminary Sketch of Development Plan
EXHIBIT C: Zoning Conditions

13

VILLAGE GATE ZONING MAP CHANGE – Revised Zoning Conditions—DATED 11/27/19

The terms and conditions contained in this instrument shall run with the land, be binding on the Owner of the above-described real estate, subsequent owners, heirs, devisees, grantees, lessees, and successors of the above-described real estate and other persons acquiring an interest therein. The terms of this conditional use permit may be modified or terminated by a decision of the Town of Holly Springs Town Council made at a public hearing after proper notice has been given and in connection with a petition for zoning map change. The terms and conditions contained in this instrument shall be effective upon the approval of the Conditional Use Permit application by the Town Council of the Town of Holly Springs, North Carolina, and shall be pursued to the Town of Holly Springs Unified Development Ordinance, and shall continue in effect until modified or terminated by the Town of Holly Springs Town Council. The Conditional Use Permit shall be retained in the office of the Department of Planning & Zoning of the Town of Holly Springs, North Carolina and shall constitute additional restrictions on the use and development of the subject real estate.

1) *All multifamily dwellings on TRACT 1 as shown on "EXHIBIT 1", shall be limited to age-restricted with associated amenities. A Declaration of Covenants, Conditions, and Restrictions ("Declaration") providing that at least eighty percent (80%) of all occupied units shall have as a resident at least one person age 55 or older ("age restriction") shall be recorded with the applicable deed(s) to the property. The Declaration shall be at all times in full force and effect so long as the apartment complex remains as a multifamily use. Any revocation or modification of the covenants regarding age restriction shall have approval of the town.*

Prior to applying for any building permits, an opinion letter from an attorney licensed to practice in North Carolina shall be provided to the Town stating that the age restriction was drafted in a form that the attorney, in the exercise of customary professional diligence, would reasonably recognize as compliant with the Fair Housing Act 42 U.S.C Sec. 3601, et. seq., and the North Carolina State Fair Housing Act, N.C. Gen. Stat. 41A-1, et seq.

3) *The developer acknowledges the need to provide workforce housing within the Town of Holly Springs and is committed to doing so. A minimum of fifty (50) dwelling units shall be workforce housing units and shall be located on TRACT 3 as shown on "EXHIBIT 1".*

4) *The Town requires, pursuant to N.C.G.S. § 160A-372, the dedication and construction of streets and rights of way, as shown in the approved Comprehensive Transportation Plan and the approved Transportation Impact Analysis, to create conditions essential to public health, safety, and the general welfare. A rezoning may be delayed until such time as necessary transportation improvements (to include offsite improvements) may be made, unless the Town and the Developer can enter into agreements to accelerate the time for completion of these needed improvements.*

A. *Establish a funding partnership with the Town of Holly Springs and NCDOT to provide a fee in lieu in the amount of $325,000.00 for the construction of the widening of southbound NC 55 Bypass to provide a third travel lane between Avent Ferry Road and South Main Street.*

B. *Widen the northbound Piney Grove Wilbon Road approach to provide a new through/right turn lane with a minimum of 250 feet of storage length and provide signal modifications to accommodate the geometrics changes. Actual construction of the improvements may utilize the contributing fund from other background developments at this intersection.*

C. *Site Access #1 (as shown on 'Exhibit 3') construct one inbound lane and two outbound lanes with an exclusive right turn lane and exclusive left-turn lane with a minimum of 100 feet of storage length. Widen the southbound South Main Street approach to provide an exclusive right turn lane with a minimum of 100 feet of storage length.*

D. *Site Access #2 (as shown on 'Exhibit 3'), construct one inbound lane and one outbound lane (right in/right out only) with appropriate median channelization.*

E. *Site Access #3 (as shown on 'Exhibit 3'), construct one inbound lane and one outbound lane (right in/right out only) with appropriate median channelization. Widen the southbound South Main Street approach to provide an exclusive right turn lane with a minimum of 100 feet of storage length.*

F. *Site Access #4 (as shown on 'Exhibit 3'), construct one outbound lane (right out only) with appropriate median channelization. Widen the westbound Ralph Stephens Road approach to provide an exclusive right turn lane with a minimum of 100feet of storage length (subject to right of way constraints).*

G. *Site Access #5 (as shown on 'Exhibit 3'), construct one inbound lane and one outbound lane (right in/right out only). Convert the existing median to provide left in access on southbound South Main Street approach with a minimum of 150 feet of storage length; correspondingly, shorten the left turn land storage length at Ralph Stephens Road to 250 feet. Widen northbound South Main Street approach to provide an exclusive right turn lane with a minimum of 100 feet of storage length.*

H. *Widen the southbound Southern Crossing Boulevard approach to provide an exclusive left turn lane with a minimum of 100 feet of storage length.*

5) *The Town requires certain fees to be paid upon development of land and for the granting of a building permit. Said fees are listed in the Town's annual budget, and with this rezoning the Developer agrees he/she (i) is familiar with these fees, (ii) does not dispute the reasonableness of these fees as set forth in the Town's annual budget, and (iii) notwithstanding any reimbursements discussed at this time through an Infrastructure Reimbursement Agreement, hereby agrees to timely pay all normal and customary fees applicable to Developer in connection with the Residential Project. Such fees are listed in the current year annual budget of fees at the time the fee is due under the ordinary course of development.*

6) *Proposed uses on Tract 2 as identified on 'Exhibit 1' shall be limited to professional office only.*

7) *To the greatest extent possible, parking shall be located at or behind the front façade of all buildings on tracts 1 and 3 as identified on 'Exhibit 1.'*

8) *Tract 3 as identified on 'Exhibit 1' shall be limited to mixed-use development containing two or more of the following uses: commercial, multifamily dwellings, professional office, and child care center;*

9) *For proposed building facades located within fifty (50) feet of the intersection of South Main Street and Ralph Stephens Road and fronting such intersection, shown on Tract 3 as identified on 'Exhibit 1', shall contain first floor commercial uses. Sides and rear facades of such buildings may contain ground floor residential uses.*

10) *The maximum building height of the proposed development shall be 75 feet.*

11) *The developer understands that walkability is crucial to this mixed use concept. Therefore, the developer will construct a ten foot wide asphalt public greenway, in accordance with Town of Holly Springs Design and Construction Standards, terminating at the intersection of Ralph Stephens Road and South Main Street with a maximum linear footage of 2,500 feet in a direction and alignment to be determined with town staff at the time of final development plan, within current available public right-of-way.*

12) *The developer shall provide an "urban art park" within Tract 3 with a minimum size of 6,000 square feet and shall consist of;*

A. *A hard surface patio/stage with a minimum size of 300 square feet for performances and concerts;*

B. *An area for the display of public art with a minimum size of 1,500 square feet;*

C. *A kiosk structure for retail sales with a minimum building size of 144 square feet and 200 square feet of front surface outdoor dining area patio;*

D. *The Art Park shall be owned and maintained by the developer or current owner of the mixed-use building.*

TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. C-551 FOREMAN DESIGN PLLC

DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT Christopher D. Rutkowski No. 2135 10/2/20

811 Know what's below. Call before you dig.

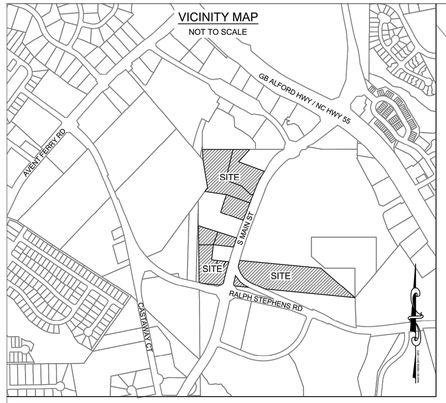
REVISIONS:
8/28/20- PER TOHS COMMENTS

Developers Agreement
Village Gate Tract 3
South Main Street
Holly Springs, NC

SCALE: AS NOTED
DRAWN BY: CDR
PROJECT #
DATE: 7/24/20
SHEET D-1
OF

Z:\Projects\Eli Zablud\Village Gate\Master Plan (All Tracts)\Submittals (CAD)\Village Gate Master Plan MP4.dwg, 10/1/2020 2:12:46 PM, AutoCAD PDF (General Documentation).pc3

VICINITY MAP
NOT TO SCALE



I, STEVEN P. CARSON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 16147 PAGE 705, BOOK 12130 PAGE 2447, BOOK 3943 PAGE 278, BOOK 8971 PAGE 1846, BOOK 12130 PAGE 2441, AND BOOK 14197 PAGE 2522); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND AS SHOWN HERE ON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:40,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS _____ DAY OF _____, A.D., 2019.

I, FURTHER THAT IN ACCORDANCE WITH G.S. 47-30-F-11-C-1; CERTIFY THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. FOR THE PURPOSE OF THIS SUBSECTION, AN "EXISTING PARCEL" OR "EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE, LEGAL DESCRIPTION CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

PRELIMINARY

_____ _____
STEVEN P. CARSON, PLS DATE
NC LICENSE NO. L-4752

THIS MAP IS CONSIDERED PRELIMINARY, NOT FOR RECORDATION, CONVEYANCE OR SALES UNLESS SIGNED AND SEALED BY THE LICENSED SURVEYOR.

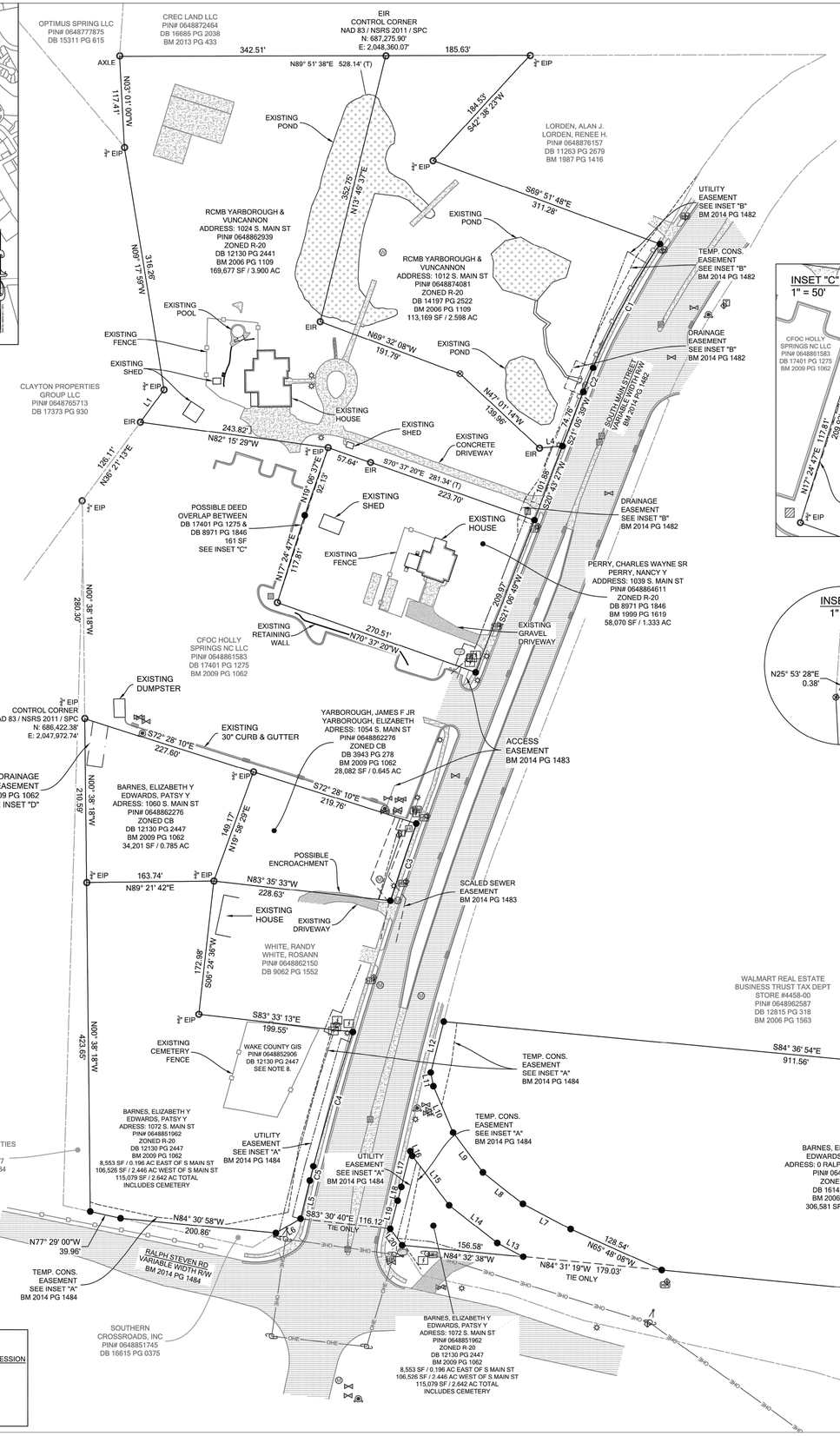
NOTES
1. THE PROPERTY LIES IN ZONES "X" PER NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 3720064800J, DATED 05/02/2006.
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES AND ALL BEARINGS ARE NAD 83 / NSRS 2011, NORTH CAROLINA STATE PLANE UNLESS OTHERWISE SHOWN.
3. SITE ZONED "R-20" & "CB" PER WAKE COUNTY GIS.
4. AREAS COMPUTED BY COORDINATE METHOD.
5. THIS SURVEY WAS PREPARED BY BATEMAN CIVIL SURVEY COMPANY, UNDER THE SUPERVISION OF STEVEN P. CARSON, PLS.
6. SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT.
7. CEMETERY SHOWN IS AS OBSERVED.
8. NO DESCRIPTION OF CEMETERY OBSERVED IN REFERENCE OF DEED.

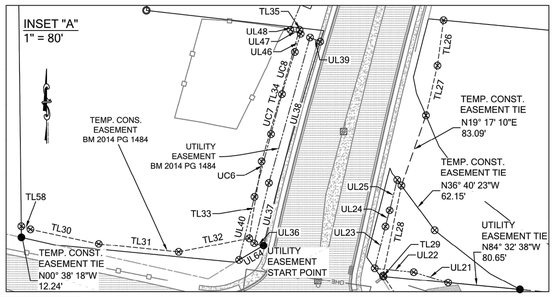
LEGEND

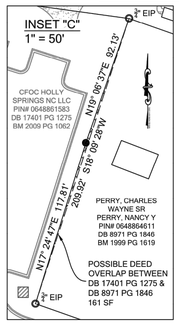
	EXISTING BOUNDARY CORNER FOUND
	BOUNDARY CORNER SET (3/4 IPS)
	COMPUTED POINT
	CONCRETE MONUMENT FOUND
	CLEAN OUT
	TRANSFORMER / ELECTRIC BOX
	LIGHT POLE
	UTILITY POLE
	WATER METER
	FIRE HYDRANT
	UTILITY VALVE
	HAND WELL
	CABLE PEDESTAL
	TELEPHONE PEDESTAL
	HOT BOX
	CATCH BASIN
	DROP INLET
	UTILITY MANHOLE
	UTILITY HAND HOLE
	SIGN
	GUY WIRE
	BURIED UTILITY MARKER
	FLAG
	OVERHEAD UTILITY
	UNDERGROUND STORM DRAIN
	FENCE / GUARD RAIL
	DRAINAGE EASEMENT
	ACCESS EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT
	UTILITY EASEMENT
	SCALED SEWER EASEMENT
	ADJOINING PROPERTY LINE
	SURVEYED PROPERTY LINE
	BRICK
	PAVEMENT
	GRAVEL
	CONCRETE
	POND

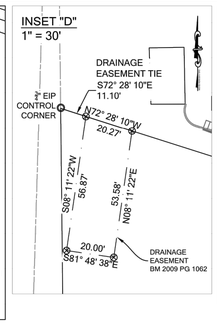
EIP	EXISTING IRON PIPE
EIR	EXISTING IRON REBAR
IPS	IRON PIPE SET
PKS	PK NAIL SET
PKF	PK NAIL FOUND
(T)	TOTAL
DB	DEED BOOK
PG	PAGE
BM	BOOK OF MAPS
R/W	RIGHT OF WAY
POB	POINT OF BEGINNING
N	NORTH
E	EAST
S	SOUTH
W	WEST
TEMP.	TEMPORARY
CONS.	CONSTRUCTION

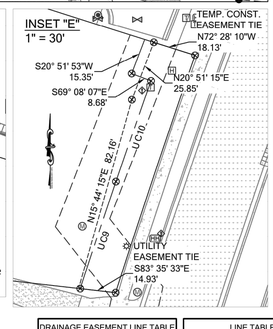
CLASS OF SURVEY: A
POSITIONAL ACCURACY: 0.06'
TYPE OF GPS FIELD PROCEDURE: OPUS STATIC SESSION
DATES OF SURVEY: DECEMBER 2019
DATUM/EPOCH: NAD83/NSRS2011/SPC
GEOID MODEL: 12B
COMBINED GRID FACTOR(S): 0.999878841
UNITS: US SURVEY FEET

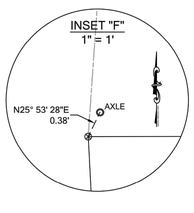


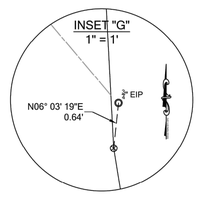


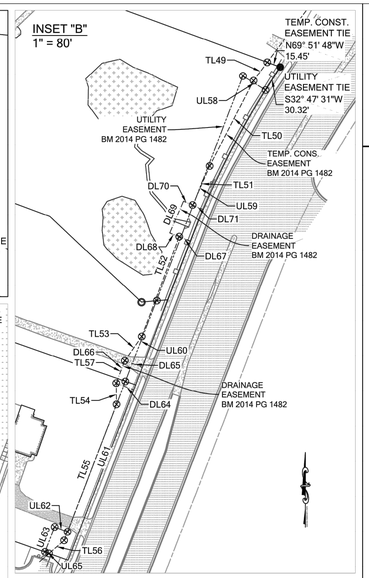












DRAINAGE EASEMENT LINE TABLE		
LINE#	DIRECTION	LENGTH
DL64	S69° 11' 23"E	21.00'
DL65	N69° 11' 23"W	21.00'
DL66	S20° 48' 37"W	27.00'
DL67	S68° 53' 01"E	14.00'
DL68	S68° 53' 01"E	11.00'
DL69	S23° 28' 12"W	38.63'
DL70	N66° 55' 24"W	11.00'
DL71	N66° 57' 24"W	12.98'

LINE TABLE		
LINE#	DIRECTION	LENGTH
L1	N36° 18' 10"E	51.47'
L4	S85° 18' 13"W	29.68'
L5	S13° 43' 43"W	50.43'
L6	S59° 30' 11"W	36.74'
L7	N62° 04' 35"W	69.56'
L8	N51° 54' 19"W	65.38'
L9	N36° 41' 27"W	64.25'
L10	N23° 03' 23"W	64.65'
L11	N10° 57' 46"W	18.04'
L12	N14° 22' 24"E	67.55'
L13	S62° 03' 31"E	37.84'
L14	S51° 53' 15"E	78.74'
L15	S36° 40' 23"E	79.43'
L16	S23° 02' 19"E	6.28'
L17	N14° 19' 51"E	47.08'
L18	N14° 51' 53"E	18.57'
L19	N14° 44' 15"E	37.42'
L20	N35° 55' 00"W	26.14'

UTILITY EASEMENT LINE TABLE		
LINE#	DIRECTION	LENGTH
UL21	N73° 03' 08"W	40.22'
UL22	N84° 15' 12"W	43.77'
UL23	N14° 25' 12"E	48.12'
UL24	N14° 32' 50"E	18.60'
UL25	N14° 00' 48"E	35.10'
UL36	N76° 16' 20"W	10.75'
UL37	N13° 43' 40"E	69.27'
UL38	N15° 47' 32"E	168.90'
UL39	S67° 48' 30"E	12.33'
UL40	N13° 43' 40"E	72.57'
UL46	N18° 06' 40"E	21.11'
UL47	N67° 16' 44"W	12.51'
UL48	N22° 11' 30"E	3.38'
UL58	N58° 10' 26"W	29.79'
UL59	S21° 01' 50"W	268.99'
UL60	S21° 01' 50"W	97.20'
UL61	S21° 01' 50"W	180.04'
UL62	N68° 57' 20"W	15.43'
UL63	S21° 02' 40"W	29.92'
UL64	S59° 30' 11"W	31.75'
UL65	S68° 57' 20"E	7.59'

TEMP. CONS. EASEMENT LINE TABLE		
LINE#	DIRECTION	LENGTH
TL26	N07° 41' 00"E	50.90'
TL27	N12° 55' 28"E	57.48'
TL28	S11° 33' 52"W	102.73'
TL29	S34° 11' 14"E	1.17'
TL30	S78° 02' 20"E	78.03'
TL31	S84° 14' 57"E	89.81'
TL32	N79° 01' 14"E	80.29'
TL33	N09° 10' 16"E	87.15'
TL34	N16° 03' 55"E	153.04'
TL35	N25° 53' 10"E	2.24'
TL49	S37° 00' 12"W	25.43'
TL50	S27° 14' 06"W	107.28'
TL51	S23° 09' 51"W	47.86'
TL52	S20° 34' 52"W	119.27'
TL53	S34° 55' 11"W	33.07'
TL54	S00° 51' 11"E	23.60'
TL55	S21° 03' 31"W	163.00'
TL56	S49° 02' 17"W	22.30'
TL57	S20° 48' 37"W	27.00'
TL58	S71° 42' 32"E	10.76'

CURVE TABLE				
CURVE#	LENGTH	RADIUS	BEARING	CHORD
C1	181.37'	978.00'	S28° 22' 02"W	181.11'
C2	33.45'	978.00'	S22° 04' 24"W	33.45'
C3	104.94'	4052.00'	S18° 30' 09"W	104.94'
C4	180.41'	4054.07'	S16° 23' 18"W	180.40'
C5	18.84'	4057.25'	S13° 51' 42"W	18.84'
UC6	72.86'	10214.35'	N14° 42' 42"E	72.86'
UC7	46.14'	2429.34'	N15° 23' 59"E	46.14'
UC8	49.21'	1578.48'	N16° 58' 07"E	49.21'
UC9	47.33'	3542.17'	S18° 25' 44"W	47.33'
UC10	44.67'	4893.04'	S19° 14' 19"W	44.67'

BOUNDARY SURVEY
AS RECORDED IN DEED BOOK 16147 PAGE 705, BOOK 12130 PAGE 2447, BOOK 3943 PAGE 278, BOOK 8971 PAGE 1846, BOOK 12130 PAGE 2441, AND BOOK 14197 PAGE 2522
HOLLY SPRINGS TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

BATEMAN CIVIL SURVEY COMPANY
ENGINEERS ● SURVEYORS ● PLANNERS
2524 RELIANCE AVENUE, APEX, NC 27539
PHONE: (919) 577-1080 FAX: (919) 577-1081
INFO@BATEMANCIVILSURVEY.COM
NCBELS FIRM# C-2378

REVISIONS
1.
2.
3.
4.
5.

DESIGNED BY: N/A
DRAWN BY: CJM
CHECKED BY: SPC
SCALE: 1" = 80'
DATE: 12/23/2019
JOB NUMBER: 190587

SHEET 1

Z:\Projects\Eli Zabluda\Village Gate\Master Plan (All Tracts)\Submittals (CAD)\Village Gate Master Plan MP4.dwg, 10/1/2020 2:12:52 PM, AutoCAD PDF (General Documentation).pc3

Echelon Plus®



ORNAMENTAL ALUMINUM FENCE

Echelon Plus has taken the *quality and performance* of aluminum ornamental fencing to a higher level. The strength characteristics of the *reinforced rail and posts*, coupled with a *superior powder coat finish* make Echelon Plus the *most durable .75" ornamental picket product on the market.*





PRIMARY APPLICATIONS

- *Municipal Facilities*
- *Childcare Facilities*
- *Coastal Environments*
- *Parks & Recreation*
- *Schools*

FENCE PRODUCTS

AMERISTARFENCE.COM | *888-333-3422*

Experience a safer and more open world

AMERISTAR

ASSA ABLOY

FENCE DETAIL. MAY BE SUBSTITUTED WITH OWNER APPROVAL AND TOWN OF HOLLY SPRINGS APPROVAL

Outdoor Lighting

Shoebox LED



The energy-efficient Shoebox LED combines a decorative, contemporary style with versatility and ample lighting effect that is perfect for streets, parking lots, commercial buildings and residential communities. The Shoebox LED provides excellent color rendition along with a controlled light pattern that reduces glare and keeps the light directed only where you want it. Available in black, dark bronze, gray or white with one to four fixtures per pole.

LED *(Light Emitting Diode)*	150, 220, 420, 530 watts
Mounting heights	25', 30', 35'
Colors	Black Bronze Gray White
Poles	Fiberglass *(1 or 2 fixtures per pole)* Decorative tapered metal Decorative square metal

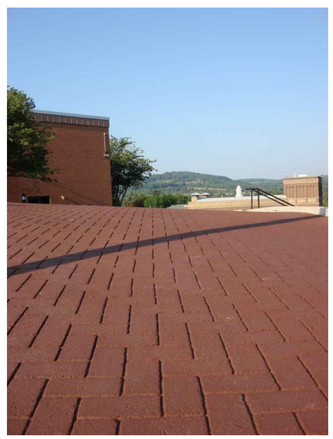
Note: 35' pole available in black or bronze only.

For additional information, visit us at **duke-energy.com/OutdoorLighting** or call us toll free at **866.769.6417**.

DUKE ENERGY. PROGRESS

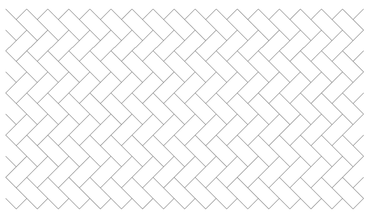
BUILDING A SMARTER ENERGY FUTURE®

COMMON PARKING AREA LIGHTING



DECORATIVE PEDESTRIAN CROSSING
*ALL PEDESTRIAN CROSSINGS SHALL BE STAMPED ASPHALT, RED, IN DIAGONAL HERRINGBONE PATTERN OR SIMILAR APPROVED BY OWNER AND THE TOWN OF HOLLY SPRINGS

Stamped Asphalt Cable Stamping Patterns



Pattern: Diagonal Herringbone
Item No: CSTA-HBD
Brick size: 9.75" x 4.75" (24.75 cm x 12.0 cm)
Cable size: .325" (.825 cm)

Pattern Paving Products
1750 Hwy 160 West
Unit 101-222
Fort Mill, SC 29708
888-434-9611 toll free
704-996-7248 direct
215-893-4827 fax
www.patternpaving.com



GENERAL NOTES

THIS SHEET IS PURPOSEFULLY MEANT TO BE LIMITED TO PROVIDE CONSISTENCY BUT STILL ALLOW DESIGN VARIATION AMONG DIFFERENT BUILDINGS AND DIFFERENT TRACTS.

Master Architectural Plan

All buildings and structures, including building additions and accessory structures, shall comply with the provisions of *UDO Section 3.08* (Nonresidential and Mixed Use: Section 3.08, Architectural and Site Design Requirements for Commercial/Mixed Use Districts; or UDO Section 2.07 Architectural and Site Design Review) with appropriate variations introduced based on building type, scale/height, to allow for architectural diversity and interest. The Master Architectural Plan does not supersede the requirements contained within *UDO Section 3.08 or 2.07.* but shall be used to reinforce common elements of design where specified.

Architectural Theme
In order to encourage creativity and uniqueness in architectural design and style, there shall be no specific architectural theme defined. The design and style of the buildings shall vary depending on the uses associated with them and their location within the Master Plan area.

Four-sided (360-degree) architecture shall be incorporated on all building elevations.

The use of prototype design shall be prohibited.

The architectural theme shall make use of both Continuity and Variation:

1. Buildings shall be designed to have architectural continuity through the use of common building materials, i.e. stone base and finish for metals as specified.

2. Variation is to be implemented to provide an appropriate design response for the building use through variations in floor heights, window sizes, and material selection.

Nonresidential/Mixed Use Building Materials, Colors, Textures and Architecture.

Building Materials, and Building Massing and Façade Treatment shall be as follows, unless a waiver for alternate compliance is requested:

1. Building Materials.

   Building Materials shall be subject to *UDO Section 3.08 A. 1. c. (1) Building Materials*, provided however that the following shall also apply:

   (a) Building Material - Use of stone for building base
      i. Stone shall be natural or synthetic/cast stone to match the color, texture, and appearance of natural limestone
      ii. Primary building entrances shall be identified with the use of stone as a frame or surrounding material
   (a) Building Material - Use of bronze finish for anodized aluminum or painted storefront frames, metal fascia and copings

2. Building Massing and Façade Treatment.

   Building Massing and Façade Treatment shall be subject to *UDO Section 3.08 A. 1. c. (2) Building Massing and Façade Treatment*, as follows:

   (a) UDO Section 3.08 *A. 1. c. (2)* (a) Base, Body, Cap
   (b) UDO Section 3.08 *A. 1. c. (2) (b)* Variation in Massing
   (c) UDO Section 3.08 *A. 1. c. (2) (c)* Animating Features, provided however that the following shall also apply:
      i. Awnings shall be limited to metal. Fabric awnings shall be prohibited.
      ii. All ground floor windows and glass doors shall be clear glass. Spandrel glass on the ground floor may be allowed in areas were clear glass is not appropriate, provided that the color of the glass is a solid color black or gray.
   (a) UDO Section 3.08 *A. 1. c. (2) (d)* Human Scale Design Elements, provided however the following shall also apply:
      i. Each building greater than 10,000 square feet in floor area shall include a visible corner stone with dedication/constructed date no greater than four (4) square feet.
   (a) UDO Section 3.08 *A. 1. c. (2) (e)* Colors
   (b) UDO Section 3.08 *A. 1. c. (2) (f)* Texture
   (c) UDO Section 3.08 *A. 1. c. (2) (g)* Roof Treatment
   (d) UDO Section 3.08 *A. 1. c. (2) (h)* Façade Modulation.

Residential Building Materials, Colors, Textures and Architecture.

1. Building Materials

Building Materials shall be consistent with the requirements fo Nonresidential/Mixed Use Buildings.

Fencing
1. All fencing located between a front building line and front lot line shall be black ornamental fencing (see photo detail).

Signs
Please Refer to separate master signage plan.

Lighting

Light poles and light pole bases are to be black

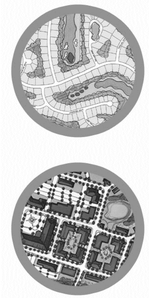
Parking Area Light Fixtures: Please refer to cutsheet.
Pedestrian Area Light Fixtures: Please refer to cutsheet

Mechanical Equipment

1. Mechanical Equipment shall be subject to *UDO Section 3.08 A. 8. Mechanical Equipment*, provided however that the following shall also apply:

   (a) Exterior wall mounted mechanical equipment (such as electrical boxes, electrical meters, etc.) shall be painted to match the primary façade of the building except when prohibited by federal, state, or local law or code.
   (b) Exterior wall mounted pipes, tubes, or other such materials shall be painted to match the primary façade of the building or black except when prohibited by federal, state, or local law or code.





TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA No. C-551 REGISTERED LANDSCAPE ARCHITECTURAL DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 10/2/20 No. 2135 Christopher D. Rutkowski

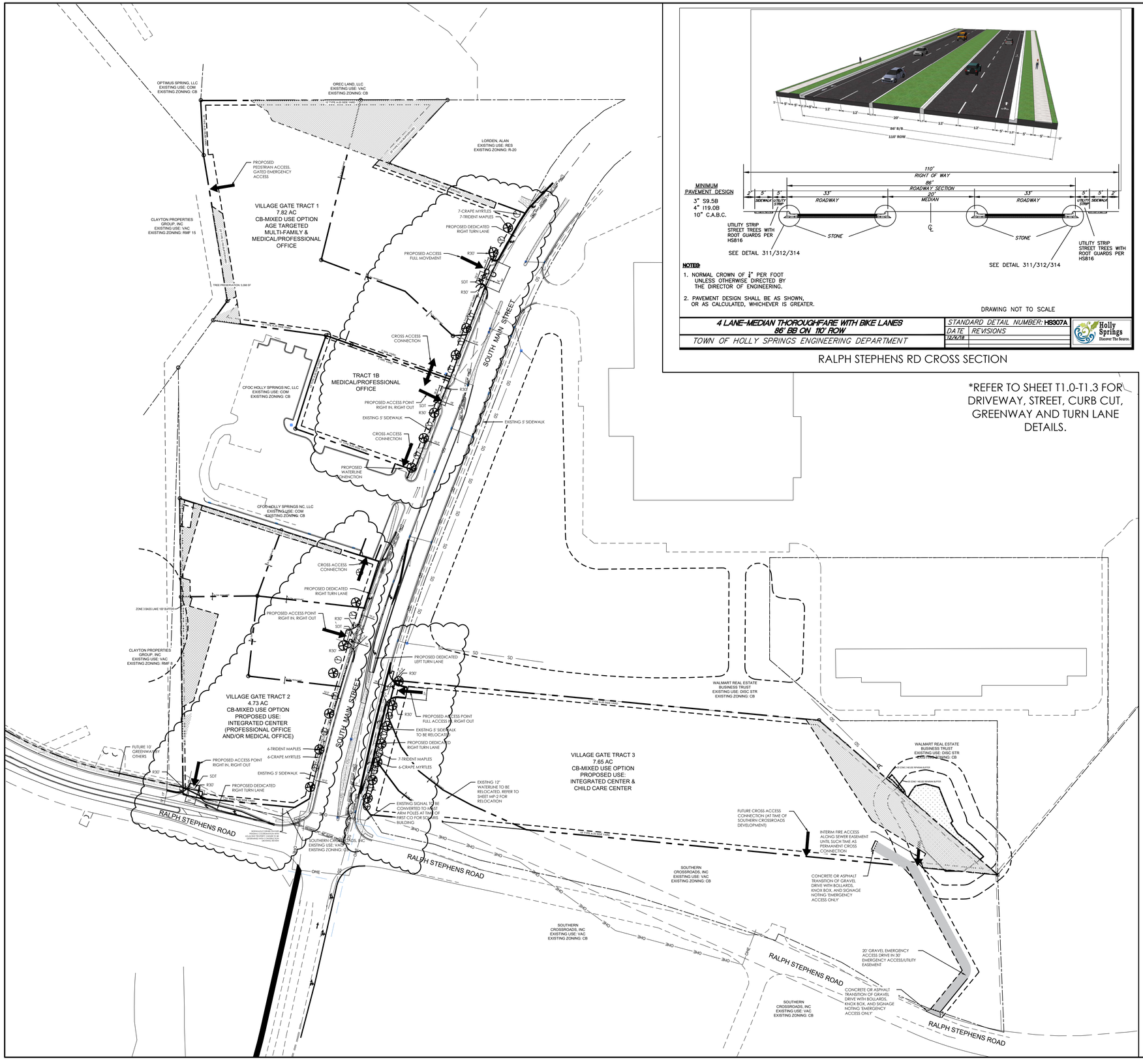
811 Know what's below. Call before you dig.

REVISIONS:
8/28/20- PER TOHS COMMENTS
10/2/20- PER TOHS COMMENTS

Master Architectural Plan
Village Gate Master Plan
South Main Street
Holly Springs, NC

SCALE: nts
DRAWN BY: CDR
PROJECT #
DATE: 7/24/2020
SHEET A-1
OF

Z:\Projects\Eli Zabludt\Village Gate\Master Plan (All Tracts)\Submittals (CAD)\Village Gate Master Plan MP4.dwg, 10/1/2020 2:12:59 PM, AutoCAD PDF (General Documentation).pc3



RALPH STEPHENS RD CROSS SECTION

*REFER TO SHEET T1.0-T1.3 FOR DRIVEWAY, STREET, CURB CUT, GREENWAY AND TURN LANE DETAILS.

SITE DATA- ALL TRACTS

PINS 0648-86-2939 0648-87-4081 0648-86-4611
0648-86-0360 0648-86-2276 0648-85-1962
0648-95-0812 0648-85-2906 0648-86-2150

TOTAL TRACT AREA: 880,227 SF
20.20 AC

OVERALL MAXIMUM DENSITY PER DEVELOPER'S AGREEMENT:
RESIDENTIAL: MAX. 350 UNITS OR 17.32 DU/AC

MAXIMUM BUILDING HEIGHT: 75'

ZONING: CB-CU

RESIDENTIAL/NON-RESIDENTIAL MIX (GROSS FLOOR AREA)

NON-RESIDENTIAL	T1- 12,000 SF	
	T2- 60,000 SF	
	T3- 21,000 SF	
TOTAL	93,000 SF (21%)	
RESIDENTIAL	T1- 195,844 SF	
	T3- 148,300 SF	
TOTAL	344,144 SF (76%)	
OTHER	T3- 16,360 SF (3%)	

OWNER: DUNN INVESTMENTS, LLC

OPEN SPACE REQUIRED (1%): 8,802 SF
PROVIDED: 1% PROVIDED EACH TRACT. SEE DEVELOPMENT PLAN FOR AREAS

TREE PRESERVATION:
REQUIRED (10% OF 880,227 SF): 88,022 SF (2.02 AC)
PROVIDED: 88,287 SF (2.02 AC)

GENERAL NOTES

ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING AND CONSTRUCTION STANDARDS

CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.

CONTRACTOR SHALL OBTAIN A COPY OF THE CURRENT STANDARDS AND SPECIFICATIONS OF THE TOWN OF HOLLY SPRINGS TO REFER TO DURING CONSTRUCTION OF THE PROJECT.

CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING ABOVE AND BELOW GROUND UTILITIES IN THE AREA PRIOR TO CONSTRUCTION AND COORDINATE THE RELOCATION OF THESE UTILITIES WITH THE APPROPRIATE AUTHORITIES.

ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS SEDIMENT AND EROSION CONTROL ORDINANCE.

ALL ENVIRONMENTAL PERMITS MUST BE OBTAINED PRIOR TO CONSTRUCTION DRAWING APPROVAL AND/OR ISSUANCE OF A LAND DISTURBANCE PERMIT.

DIGITAL INFORMATION IS FROM SURVEY DATED DEC. 2019 FROM BATEMAN CIVIL SURVEY.

ALL OUTDOOR OPERATIONS SHALL BE IN CONFORMANCE WITH THE UDO.

THIS SUBDIVISION IS IN THE TRIASSIC BASIN. ALL ROADWAYS WILL BE REQUIRED TO MEET ALL SPECIAL DESIGN REQUIREMENTS AS OUTLINED IN THE ENGINEERING DESIGN AND CONSTRUCTION STANDARDS SECTION 3.02J.

NO STRUCTURES ALLOWED IN RIPARIAN BUFFER AREAS.

GRADING AND OTHER LAND DISTURBING ACTIVITIES ARE ALLOWED ONLY IN ZONES 1 AND 2, HOWEVER THESE ACTIVITIES MUST BE PERFORMED IN A SUCH A MANNER AS TO PREVENT DAMAGE TO ROOTS OF REMAINING TREES, TO MAINTAIN THE FUNCTION OF THE BUFFER, AND IN ACCORDANCE WITH STATE AND TOWN REGULATIONS.

N
W E
S

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.







TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECTURAL No. C-551 PORTLAND DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT Christopher D. Rutkowski No. 2135 11/2/20

Know what's below. Call before you dig.

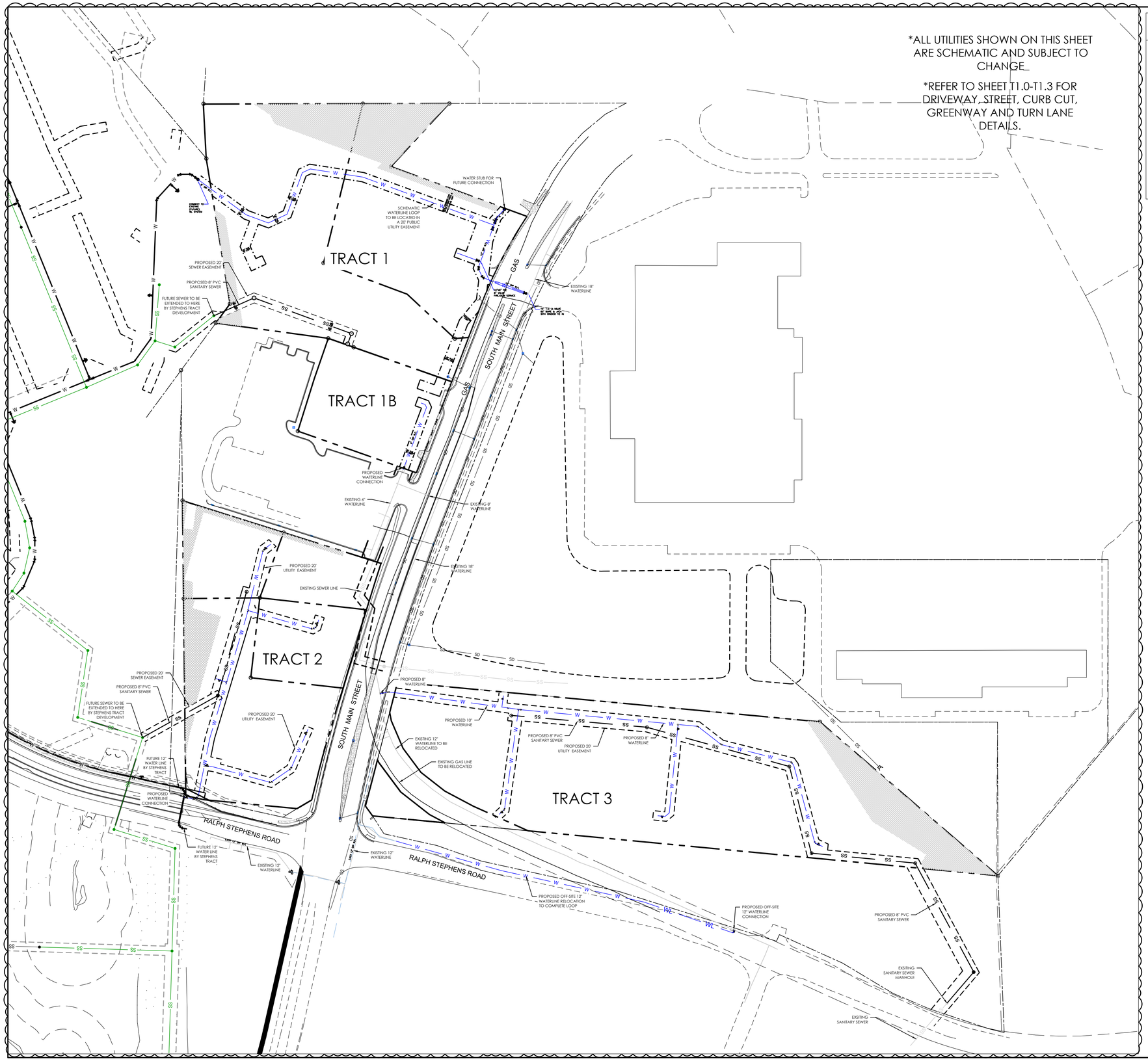
REVISIONS:
8/28/20- PER TOHS COMMENTS
10/2/20- PER TOHS COMMENTS
11/2/20- PER TOHS COMMENTS

Overall
Village Gate Master Plan
South Main Street
Holly Springs, NC

SCALE: 1"=100'
DRAWN BY: CDR
PROJECT #
DATE: 7/24/2020
SHEET MP-1
OF

*ALL UTILITIES SHOWN ON THIS SHEET ARE SCHEMATIC AND SUBJECT TO CHANGE

*REFER TO SHEET T1.0-T1.3 FOR DRIVEWAY, STREET, CURB CUT, GREENWAY AND TURN LANE DETAILS.



SITE DATA- ALL TRACTS

PINS 0648-86-2939, 0648-87-4081, 0648-86-4611, 0648-86-0360, 0648-86-2276, 0648-85-1962, 0648-95-0812, 0648-85-2906, 0648-86-2150

TOTAL TRACT AREA: 880,227 SF
20.20 AC

OVERALL MAXIMUM DENSITY PER DEVELOPER'S AGREEMENT:
COMMERCIAL: APPROX. 174,000 SF
RESIDENTIAL: MAX. 350 UNITS OR 17.32 DU/AC
PRESCHOOL: APPROX. 17,500 SF

ZONING: CB-CU

LEGEND

- PROPOSED SEWER
- FUTURE SEWER (BY OTHERS)
- EXISTING SEWER
- EXISTING WATERLINE
- PROPOSED WATERLINE
- PROPOSED MANHOLE
- FUTURE MANHOLE (BY OTHERS)
- EXISTING MANHOLE

GENERAL NOTES

ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING AND CONSTRUCTION STANDARDS

CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.

CONTRACTOR SHALL OBTAIN A COPY OF THE CURRENT STANDARDS AND SPECIFICATIONS OF THE TOWN OF HOLLY SPRINGS TO REFER TO DURING CONSTRUCTION OF THE PROJECT.

CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING ABOVE AND BELOW GROUND UTILITIES IN THE AREA PRIOR TO CONSTRUCTION AND COORDINATE THE RELOCATION OF THESE UTILITIES WITH THE APPROPRIATE AUTHORITIES.

ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS SEDIMENT AND EROSION CONTROL ORDINANCE.

ALL ENVIRONMENTAL PERMITS MUST BE OBTAINED PRIOR TO CONSTRUCTION DRAWING APPROVAL AND/OR ISSUANCE OF A LAND DISTURBANCE PERMIT.

DIGITAL INFORMATION IS FROM SURVEY DATED DEC. 2019 FROM BATEMAN CIVIL SURVEY.

ALL OUTDOOR OPERATIONS SHALL BE IN CONFORMANCE WITH THE UDO.

THIS SUBDIVISION IS IN THE TRIASSIC BASIN. ALL ROADWAYS WILL BE REQUIRED TO MEET ALL SPECIAL DESIGN REQUIREMENTS AS OUTLINED IN THE ENGINEERING DESIGN AND CONSTRUCTION STANDARDS SECTION 3.02J.

N
W E
S

40' 20' 0 40' 80'
SCALE: 1" = 40'





TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECTURAL DESIGN P.L.L.C. No. C-551
OBA NCLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT
10/2/20
No. 2135
Christopher D. Rurkowski

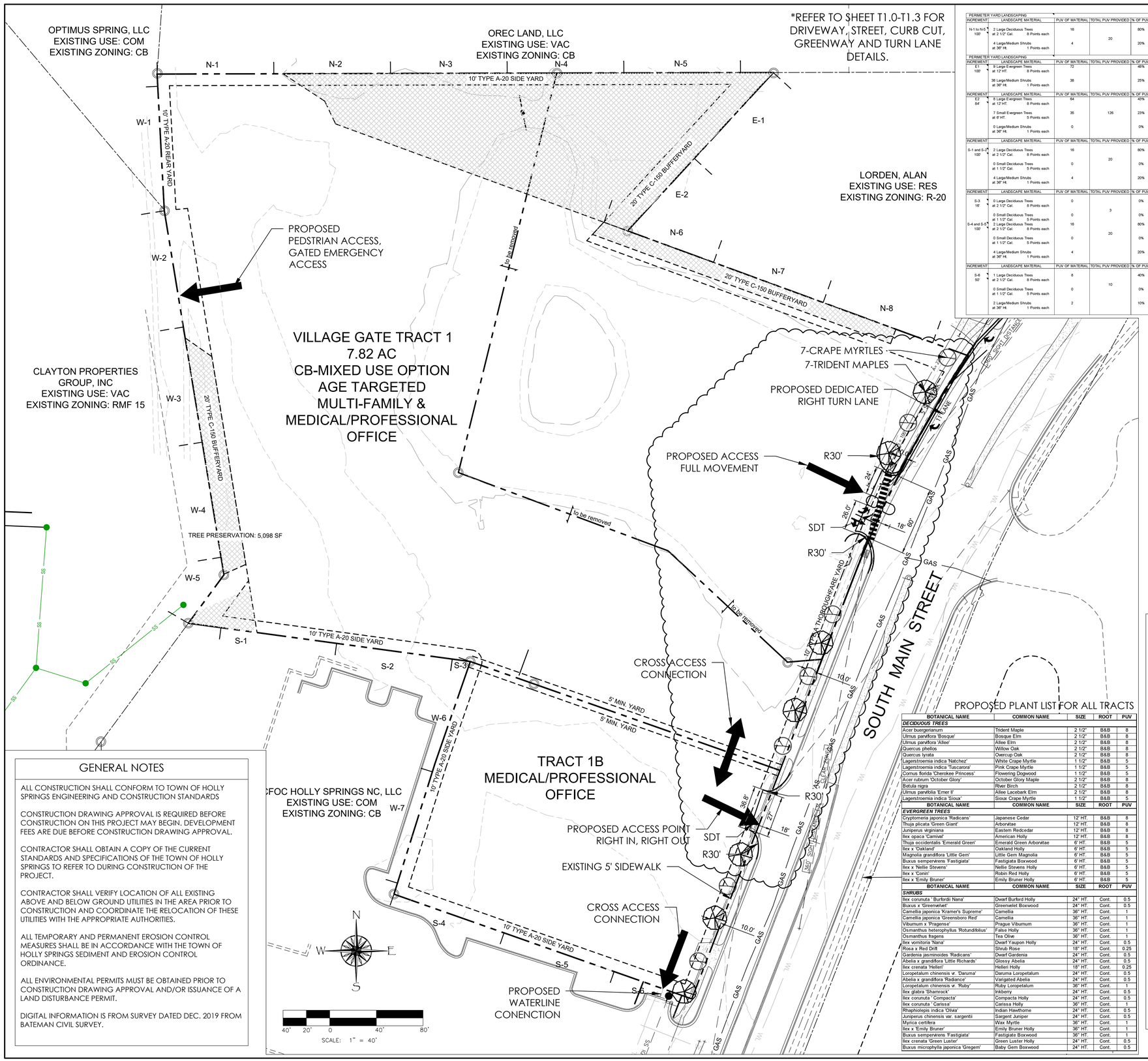
811 Know what's below. Call before you dig.

REVISIONS:
8/28/20- PER TOHS COMMENTS
10/2/20- PER TOHS COMMENTS

Master Utility Plan
Village Gate Master Plan
South Main Street
Holly Springs, NC

SCALE: 1"=40'
DRAWN BY: CDR
PROJECT #
DATE: 7/24/2020
SHEET MP-2
OF

Z:\Projects\Eli Zabludt\Village Gate\Master Plan (All Tracts)\Submittals (CAD)\Village Gate Master Plan MP4.dwg, 10/1/2020 2:13:06 PM, AutoCAD PDF (General Documentation).pc3



PERIMETER YARD LANDSCAPING					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N-1 to N-5 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20 **20 REQUIRED**
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
PERIMETER YARD LANDSCAPING					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
E1 100'	9 Large Evergreen Trees at 12' HT. 8 Points each	72		46%	Type C-150 **150 REQUIRED**
	38 Large/Medium Shrubs at 36" Ht. 1 Points each	38		25%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
E2 84'	8 Large Evergreen Trees at 12' HT. 8 Points each	64		43%	Type C-150 **126 REQUIRED**
	7 Small Evergreen Trees at 6' HT. 5 Points each	35	126	23%	
	0 Large/Medium Shrubs at 36" Ht. 1 Points each	0		0%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-1 and S-2 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20 **20 REQUIRED**
	0 Small Deciduous Trees at 1 1/2" Cal. 5 Points each	0		0%	
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-3 16'	0 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	0	3	0%	Type A-20 **3 REQUIRED**
	0 Small Deciduous Trees at 1 1/2" Cal. 5 Points each	0		0%	
S-4 and S-5 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20 **20 REQUIRED**
	0 Small Deciduous Trees at 1 1/2" Cal. 5 Points each	0		0%	
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-6 50'	1 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	8	10	40%	Type A-20 **10 REQUIRED**
	0 Small Deciduous Trees at 1 1/2" Cal. 5 Points each	0		0%	
	2 Large/Medium Shrubs at 36" Ht. 1 Points each	2		10%	

INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-1 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20 **20 REQUIRED**
	0 Small Deciduous Trees at 1 1/2" Cal. 5 Points each	0		0%	
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-2 100'	8 Large Evergreen Trees at 12' HT. 8 Points each	72		46%	Type C-150 **150 REQUIRED**
	8 Small Evergreen Trees at 6' HT. 5 Points each	40	150	27%	
	38 Large/Medium Shrubs at 36" Ht. 1 Points each	38		25%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-3 100'	3 Large Evergreen Trees at 12' HT. 8 Points each	24		16%	Type C-150 **150 REQUIRED**
	7 Small Evergreen Trees at 6' HT. 5 Points each	35	150	23%	
	19 Large/Medium Shrubs at 36" Ht. 1 Points each	19		13%	
	EX 9" Hardwood 9 Points each	9		6.00%	
	EX 20" Oak 9 Points each	9		6.00%	
	EX 9" Hardwood 9 Points each	9		6.00%	
	EX 2" Hardwood 3 Points each	3		2.00%	
	EX 10" Hardwood 9 Points each	9		6.00%	
	EX 4" Hardwood 6 Points each	6		4.00%	
	EX 12" Hardwood 9 Points each	9		6.00%	
	EX 6" Hardwood 18 Points each	18	(Lrg Dec)	12.00%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-4 100'	6 Large Evergreen Trees at 12' HT. 8 Points each	48		32%	Type C-150 **150 REQUIRED**
	7 Small Evergreen Trees at 6' HT. 5 Points each	35	150	23%	
	19 Large/Medium Shrubs at 36" Ht. 1 Points each	19		13%	
	EX 2" oak 3 Points each	3		2.00%	
	EX 2" hardwood 3 Points each	3		2.00%	
	EX 3" hardwood 3 Points each	3		2.00%	
	EX 3" hardwood 3 Points each	3		2.00%	
	EX 2" pine 3 Points each	3		2.00%	
	EX 3" pine 3 Points each	3		2.00%	
	EX 2" hardwood 3 Points each	3		2.00%	
	EX 7" hardwood 6 Points each	6		4.00%	
	EX 3" pine 3 Points each	3		2.00%	
	EX 9" Hardwood 18 Points each	18	(Lrg Dec)	12.00%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-5 65'	0 Large Evergreen Trees at 12' HT. 8 Points each	0	38	0%	Type C-55 **38 REQUIRED**
	4 Small Evergreen Trees at 6' HT. 5 Points each	20		19%	
	0 Large/Medium Shrubs at 36" Ht. 1 Points each	0		0%	
	EX 28" Oak 18 Points each	18	(Lrg Dec)	17%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-6 and W-7 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20 **20 REQUIRED**
	0 Small Deciduous Trees at 1 1/2" Cal. 5 Points each	0		0%	
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	

LANDSCAPE NOTES

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

GENERAL NOTES

ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING AND CONSTRUCTION STANDARDS

CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.

CONTRACTOR SHALL OBTAIN A COPY OF THE CURRENT STANDARDS AND SPECIFICATIONS OF THE TOWN OF HOLLY SPRINGS TO REFER TO DURING CONSTRUCTION OF THE PROJECT.

CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING ABOVE AND BELOW GROUND UTILITIES IN THE AREA PRIOR TO CONSTRUCTION AND COORDINATE THE RELOCATION OF THESE UTILITIES WITH THE APPROPRIATE AUTHORITIES.

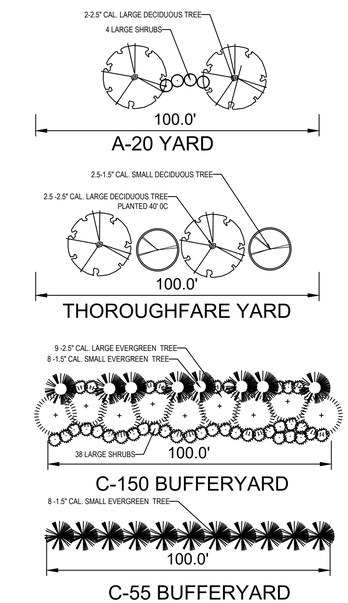
ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS SEDIMENT AND EROSION CONTROL ORDINANCE.

ALL ENVIRONMENTAL PERMITS MUST BE OBTAINED PRIOR TO CONSTRUCTION DRAWING APPROVAL AND/OR ISSUANCE OF A LAND DISTURBANCE PERMIT.

DIGITAL INFORMATION IS FROM SURVEY DATED DEC. 2019 FROM BATEMAN CIVIL SURVEY.

PROPOSED PLANT LIST FOR ALL TRACTS

BOTANICAL NAME	COMMON NAME	SIZE	ROOT	PUV
DECIDUOUS TREES				
Acer buergerianum	Trident Maple	2 1/2"	B&B	8
Ulmus parvifora 'Bosque'	Bosque Elm	2 1/2"	B&B	8
Ulmus parvifora 'Allee'	Allee Elm	2 1/2"	B&B	8
Quercus phellos	Willow Oak	2 1/2"	B&B	8
Quercus lyrata	Overcup Oak	2 1/2"	B&B	8
Lagerstroemia indica 'Natchez'	White Crape Myrtle	1 1/2"	B&B	5
Lagerstroemia indica 'Tuscarora'	Pink Crape Myrtle	1 1/2"	B&B	5
Cornus florida 'Cherokee Princess'	Flowering Dogwood	1 1/2"	B&B	5
Acer rubrum 'October Glory'	October Glory Maple	2 1/2"	B&B	8
Betula nigra	River Birch	2 1/2"	B&B	8
Ulmus parvifolia 'Emer II'	Allee Lacebark Elm	2 1/2"	B&B	8
Lagerstroemia indica 'Sioux'	Sioux Crape Myrtle	1 1/2"	B&B	5
BOTANICAL NAME	**COMMON NAME**	**SIZE**	**ROOT**	**PUV**
EVERGREEN TREES				
Cryptomeria japonica 'Radicans'	Japanese Cedar	12' HT.	B&B	8
Thuja plicata 'Green Giant'	Arborvitae	12' HT.	B&B	8
Juniperus virginiana	Eastern Redcedar	12' HT.	B&B	8
Ilex opaca 'Carnival'	American Holly	12' HT.	B&B	8
Thuja occidentalis 'Emerald Green'	Emerald Green Arborvitae	6' HT.	B&B	5
Ilex x 'Oakland'	Oakland Holly	6' HT.	B&B	5
Magnolia grandiflora 'Little Gem'	Little Gem Magnolia	6' HT.	B&B	5
Buxus sempervirens 'Fastigiata'	Fastigiata Boxwood	6' HT.	B&B	5
Ilex x 'Nellie Stevens'	Nellie Stevens Holly	6' HT.	B&B	5
Ilex x 'Conin'	Robin Red Holly	6' HT.	B&B	5
Ilex x 'Emily Bruner'	Emily Bruner Holly	6' HT.	B&B	5
BOTANICAL NAME	**COMMON NAME**	**SIZE**	**ROOT**	**PUV**
SHRUBS				
Ilex corunuta ' Burfordii Nana'	Dwarf Burford Holly	24" HT.	Cont.	0.5
Buxus x 'Greenwhet'	Greenwlet Boxwood	24" HT.	Cont.	0.5
Camellia japonica 'Kramer's Supreme'	Camellia	36" HT.	Cont.	1
Camellia japonica 'Greensboro Red'	Camellia	36" HT.	Cont.	1
Viburnum x 'Pragense'	Prague Viburnum	36" HT.	Cont.	1
Osmanthus heterophyllus 'Rotundifolius'	False Holly	36" HT.	Cont.	1
Osmanthus fragens	Tea Olive	36" HT.	Cont.	1
Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	24" HT.	Cont.	0.5
Rosa x Red Drift	Shrub Rose	18" HT.	Cont.	0.25
Gardenia jasminoides 'Radicans'	Dwarf Gardenia	24" HT.	Cont.	0.5
Abelia x grandiflora 'Little Richards'	Glossy Abelia	24" HT.	Cont.	0.5
Ilex crenata 'Heller'	Heller Holly	18" HT.	Cont.	0.25
Loropetalum chinensis vr. 'Daruma'	Daruma Loropetalum	24" HT.	Cont.	0.5
Abelia x grandiflora 'Radiance'	Varigated Abelia	24" HT.	Cont.	0.5
Loropetalum chinensis vr. 'Ruby'	Ruby Loropetalum	36" HT.	Cont.	1
Ilex glabra 'Shamrock'	Inkberry	24" HT.	Cont.	0.5
Ilex corunuta ' Compacta'	Compacta Holly	24" HT.	Cont.	0.5
Ilex corunuta ' Carissa'	Carissa Holly	36" HT.	Cont.	1
Rhaphiolepis indica 'Oliva'	Indian Hawthorne	24" HT.	Cont.	0.5
Juniperus chinensis var. sargentii	Sargent Juniper	24" HT.	Cont.	0.5
Myrica cerifera	Wax Myrtle	36" HT.	Cont.	1
Ilex x 'Emily Bruner'	Emily Bruner Holly	36" HT.	Cont.	1
Buxus sempervirens 'Fastigiata'	Fastigiate Boxwood	36" HT.	Cont.	1
Ilex crenata 'Green Luster'	Green Luster Holly	24" HT.	Cont.	0.5
Buxus microphylla japonica 'Gregem'	Baby Gem Boxwood	24" HT.	Cont.	0.5



LANDSCAPE DETAILS

TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA No. C-551 LANDSCAPE DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT Christopher D. Rurkowski 11/2/20 No. 2135

Know what's below. Call before you dig.

REVISIONS:
8/28/20- PER TOHS COMMENTS
10/2/20- PER TOHS COMMENTS
11/2/20- PER TOHS COMMENTS

Tract 1
Village Gate Master Plan
South Main Street
Holly Springs, NC

SCALE: 1"=40'
DRAWN BY: CDR
PROJECT #
DATE: 7/24/2020
SHEET MP-3
OF

GENERAL NOTES

ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING AND CONSTRUCTION STANDARDS

CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.

CONTRACTOR SHALL OBTAIN A COPY OF THE CURRENT STANDARDS AND SPECIFICATIONS OF THE TOWN OF HOLLY SPRINGS TO REFER TO DURING CONSTRUCTION OF THE PROJECT.

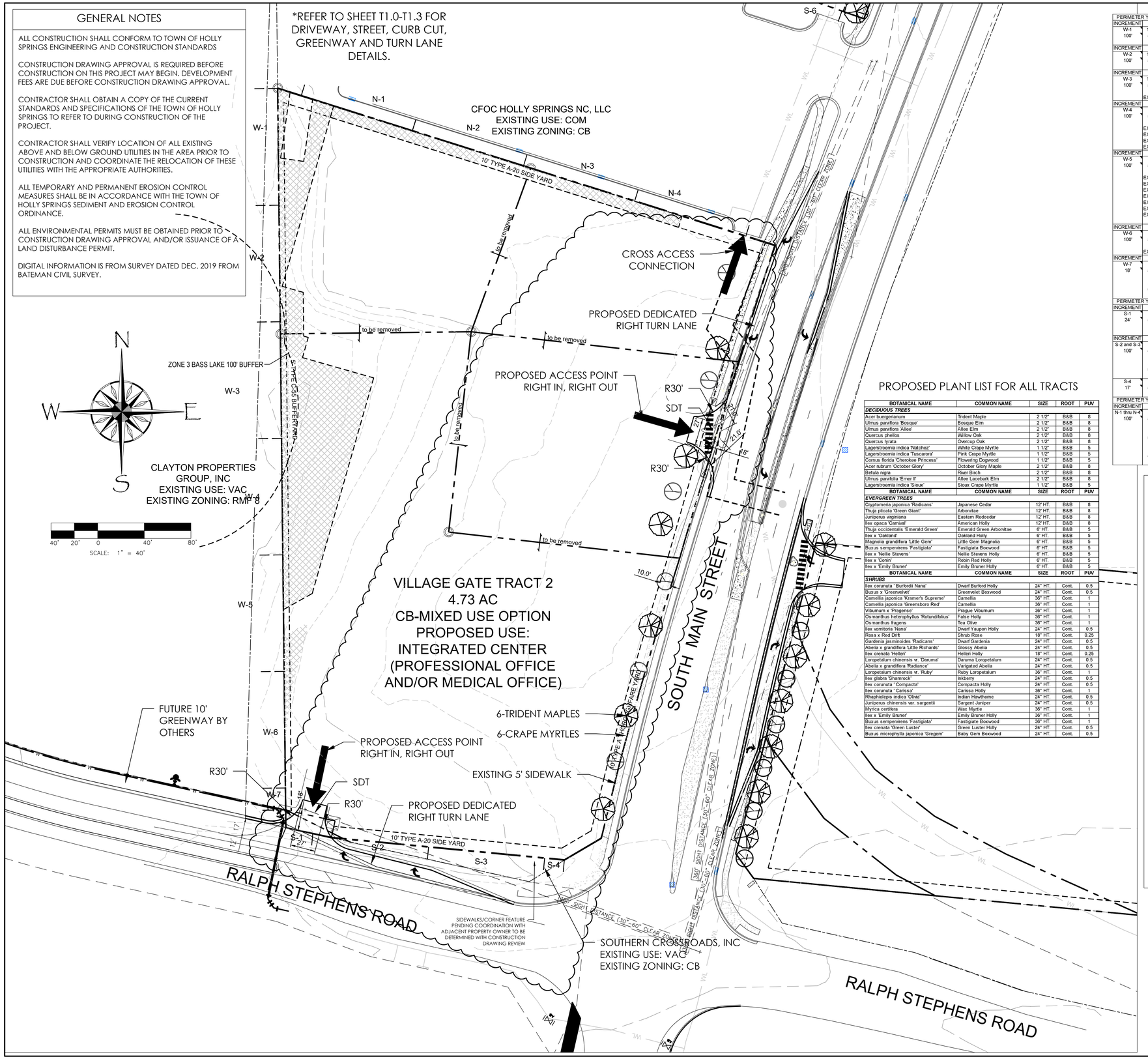
CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING ABOVE AND BELOW GROUND UTILITIES IN THE AREA PRIOR TO CONSTRUCTION AND COORDINATE THE RELOCATION OF THESE UTILITIES WITH THE APPROPRIATE AUTHORITIES.

ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS SEDIMENT AND EROSION CONTROL ORDINANCE.

ALL ENVIRONMENTAL PERMITS MUST BE OBTAINED PRIOR TO CONSTRUCTION DRAWING APPROVAL AND/OR ISSUANCE OF A LAND DISTURBANCE PERMIT.

DIGITAL INFORMATION IS FROM SURVEY DATED DEC. 2019 FROM BATEMAN CIVIL SURVEY.

*REFER TO SHEET T1.0-T1.3 FOR DRIVEWAY, STREET, CURB CUT, GREENWAY AND TURN LANE DETAILS.



PROPOSED PLANT LIST FOR ALL TRACTS

BOTANICAL NAME	COMMON NAME	SIZE	ROOT	PUV
DECIDUOUS TREES				
Acer buergerianum	Trident Maple	2 1/2"	B&B	8
Ulmus parvifiora 'Bosque'	Bosque Elm	2 1/2"	B&B	8
Ulmus parvifiora 'Allee'	Allee Elm	2 1/2"	B&B	8
Quercus phellos	Willow Oak	2 1/2"	B&B	8
Quercus lyrata	Overcup Oak	2 1/2"	B&B	8
Lagerstroemia indica 'Natchez'	White Crape Myrtle	1 1/2"	B&B	5
Lagerstroemia indica 'Tuscarora'	Pink Crape Myrtle	1 1/2"	B&B	5
Cornus florida 'Cherokee Princess'	Flowering Dogwood	1 1/2"	B&B	5
Acer rubrum 'October Glory'	October Glory Maple	2 1/2"	B&B	8
Betula nigra	River Birch	2 1/2"	B&B	8
Ulmus parvifolia 'Emer II'	Allee Lacebark Elm	2 1/2"	B&B	8
Lagerstroemia indica 'Sioux'	Sioux Crape Myrtle	1 1/2"	B&B	5
BOTANICAL NAME	**COMMON NAME**	**SIZE**	**ROOT**	**PUV**
EVERGREEN TREES				
Cryptomeria japonica 'Radicans'	Japanese Cedar	12' HT.	B&B	8
Thuja plicata 'Green Giant'	Arborvitae	12' HT.	B&B	8
Juniperus virginiana	Eastern Redcedar	12' HT.	B&B	8
Ilex opaca 'Carnival'	American Holly	12' HT.	B&B	8
Emerald Green Arborvitae	Emerald Green Arborvitae	6' HT.	B&B	5
Ilex x 'Oakland'	Oakland Holly	6' HT.	B&B	5
Magnolia grandiflora 'Little Gem'	Little Gem Magnolia	6' HT.	B&B	5
Buxus sempervirens 'Fastigiata'	Fastigiata Boxwood	6' HT.	B&B	5
Ilex x 'Nellie Stevens'	Nellie Stevens Holly	6' HT.	B&B	5
Ilex x 'Conin'	Robin Red Holly	6' HT.	B&B	5
Ilex x 'Emily Bruner'	Emily Bruner Holly	6' HT.	B&B	5
BOTANICAL NAME	**COMMON NAME**	**SIZE**	**ROOT**	**PUV**
SHRUBS				
Ilex corunuta ' Burfordii Nana'	Dwarf Burferd Holly	24" HT.	Cont.	0.5
Buxus x 'Greenwillet'	Greenwiet Boxwood	24" HT.	Cont.	0.5
Camellia japonica 'Kramer's Supreme'	Camellia	36" HT.	Cont.	1
Camellia japonica 'Greensboro Red'	Camellia	36" HT.	Cont.	1
Viburnum x 'Pragense'	Prague Viburnum	36" HT.	Cont.	1
Osmanthus heterophyllus 'Rotundifolius'	False Holly	36" HT.	Cont.	1
Osmanthus fragens	Tea Olive	36" HT.	Cont.	1
Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	24" HT.	Cont.	0.5
Rosa x Red Drift	Shrub Rose	18" HT.	Cont.	0.25
Gardenia jasminoides 'Radicans'	Dwarf Gardenia	24" HT.	Cont.	0.5
Abelia x grandiflora 'Little Richards'	Glossy Abelia	24" HT.	Cont.	0.5
Ilex crenata 'Helleri'	Helleri Holly	18" HT.	Cont.	0.25
Loropetalum chinensis vr. 'Daruma'	Daruma Loropetalum	24" HT.	Cont.	0.5
Abelia x grandiflora 'Radiance'	Varigated Abelia	24" HT.	Cont.	0.5
Loropetalum chinensis vr. 'Ruby'	Ruby Loropetalum	36" HT.	Cont.	1
Ilex glabra 'Shamrock'	Inkberry	24" HT.	Cont.	0.5
Ilex corunuta ' Compacta'	Compacta Holly	24" HT.	Cont.	0.5
Ilex corunuta ' Carissa'	Carissa Holly	36" HT.	Cont.	1
Rhaphiolepis indica 'Oliva'	Indian Hawthorne	24" HT.	Cont.	0.5
Juniperus chinensis var. sargentii	Sargent Juniper	24" HT.	Cont.	0.5
Myrica certifera	Wax Myrtle	36" HT.	Cont.	1
Ilex x 'Emily Bruner'	Emily Bruner Holly	36" HT.	Cont.	1
Buxus sempervirens 'Fastigiata'	Fastigiate Boxwood	36" HT.	Cont.	1
Ilex crenata 'Green Luster'	Green Luster Holly	24" HT.	Cont.	0.5
Buxus microphylla japonica 'Gregem'	Baby Gem Boxwood	24" HT.	Cont.	0.5

PERIMETER YARD LANDSCAPING					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-1	11 Small Evergreen Trees	55	55	100%	Type C-55
100'	at 6' HT. 5 Points each				**55 REQUIRED**
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-2	11 Small Evergreen Trees	55	55	100%	Type C-55
100'	at 6' HT. 5 Points each				**55 REQUIRED**
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-3	10 Small Evergreen Trees	50	59	91%	Type C-55
100'	at 6' HT. 5 Points each				**55 REQUIRED**
	EX 24" Pine 9 Points each	9	(Lrg Ever)	16.36%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-4	9 Small Evergreen Trees	45		82%	Type C-55
100'	at 6' HT. 5 Points each		72		**55 REQUIRED**
	EX 6" Hardwood 6 Points each	6	(Lrg Dec)	10.91%	
	EX 6" Hardwood 6 Points each	6	(Lrg Dec)	10.91%	
	EX 6" Hardwood 6 Points each	6	(Lrg Dec)	10.91%	
	EX 6" Maple 9 Points each	9	(Lrg Dec)	16.36%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-5	6 Large Evergreen Trees	48		87%	Type C-55
100'	at 12' HT. 8 Points each		105		**55 REQUIRED**
	EX 6" Hardwood 6 Points each	6	(Lrg Dec)	10.91%	
	EX 6" Hardwood 6 Points each	6	(Lrg Dec)	10.91%	
	EX 6" Hardwood 6 Points each	6	(Lrg Dec)	10.91%	
	EX 6" Hardwood 6 Points each	6	(Lrg Dec)	10.91%	
	EX 6" Sweetgum 6 Points each	6	(Lrg Dec)	10.91%	
	EX 24" Sweetgum 9 Points each	9	(Lrg Dec)	16.36%	
	EX 20" Oak 18 Points each	18	(Lrg Dec)	32.73%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-6	6 Large Evergreen Trees	48		87%	Type C-55
100'	at 12' HT. 8 Points each		57		**55 REQUIRED**
	EX 19" Sweetgum 9 Points each	9	(Lrg Dec)	16.36%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-7	1 Large Evergreen Trees	8		80%	Type C-55
18'	at 12' HT. 8 Points each		10		**10 REQUIRED**
	2 Large/Medium Shrubs at 36" Ht. 1 Points each	2		20%	
PERIMETER YARD LANDSCAPING					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-1	1 Large Deciduous Trees	8		40%	Type A-20
24'	at 2 1/2" Cal. 8 Points each		8		**5 REQUIRED**
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-2 and S-3	2 Large Deciduous Trees	16		21%	Type A-20
100'	at 2 1/2" Cal. 8 Points each		26		**20 REQUIRED**
	2 Small Deciduous Trees at 1 1/2" Cal. 5 Points each	10		13%	
S-4	1 Large Deciduous Trees	8		40%	Type A-20
17'	at 2 1/2" Cal. 8 Points each		8		**3 REQUIRED**
PERIMETER YARD LANDSCAPING					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N-1 thru N-4	2 Large Deciduous Trees	16		80%	Type A-20
100'	at 2 1/2" Cal. 8 Points each		20		**20 REQUIRED**
	0 Small Deciduous Trees at 1 1/2" Cal. 5 Points each	0		0%	
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	

LANDSCAPE DETAILS

LANDSCAPE NOTES

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

TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com







NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECTURAL DESIGN PLLC
No. C-551
DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT
No. 2135
11/2/20
Christopher D. Rutkowski

811 Know what's below. Call before you dig.

REVISIONS:
- 8/28/20- PER TOHS COMMENTS
- 10/2/20- PER TOHS COMMENTS
- 11/2/20- PER TOHS COMMENTS

Tract 2
Village Gate Master Plan
South Main Street
Holly Springs, NC

SCALE: 1"=40'
DRAWN BY: CDR
PROJECT #
DATE: 7/24/2020
SHEET
MP-4
OF

INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N-1 to N-9 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	0 Small Deciduous Trees at 1 1/2" Cal. 5 Points each	0		0%	
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N-10 15'	0 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	0	3	0%	Type A-20
	0 Small Deciduous Trees at 1 1/2" Cal. 5 Points each	0		0%	POINTS REQUIRED 3
	3 Large/Medium Shrubs at 36" Ht. 1 Points each	3		15%	3
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-1 to S-13 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-14 50'	1 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	8	10	40%	Type A-20
	2 Large/Medium Shrubs at 36" Ht. 1 Points each	2		10%	POINTS REQUIRED 10
PERIMETER YARD LANDSCAPING		A 20			
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
E-1 to E-5 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	0 Small Deciduous Trees at 1 1/2" Cal. 5 Points each	0		0%	
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	

BOTANICAL NAME	COMMON NAME	SIZE	ROOT	PUV
DECIDUOUS TREES				
Acer buergerianum	Trident Maple	2 1/2"	B&B	8
Ulmus parvifiora 'Bosque'	Bosque Elm	2 1/2"	B&B	8
Ulmus parvifiora 'Allee'	Allee Elm	2 1/2"	B&B	8
Quercus phellos	Willow Oak	2 1/2"	B&B	8
Quercus lyrata	Overcup Oak	2 1/2"	B&B	8
Lagerstroemia indica 'Natchez'	White Crape Myrtle	1 1/2"	B&B	5
Lagerstroemia indica 'Tuscarora'	Pink Crape Myrtle	1 1/2"	B&B	5
Cornus florida 'Cherokee Princess'	Flowering Dogwood	1 1/2"	B&B	5
Acer rubrum 'October Glory'	October Glory Maple	2 1/2"	B&B	8
Betula nigra	River Birch	2 1/2"	B&B	8
Ulmus parvifolia 'Emer II'	Allee Lacebark Elm	2 1/2"	B&B	8
Lagerstroemia indica 'Sioux'	Sioux Crape Myrtle	1 1/2"	B&B	5
BOTANICAL NAME	**COMMON NAME**	**SIZE**	**ROOT**	**PUV**
EVERGREEN TREES				
Cryptomeria japonica 'Radicans'	Japanese Cedar	12' HT.	B&B	8
Thuja plicata 'Green Giant'	Arborvitae	12' HT.	B&B	8
Juniperus virginiana	Eastern Redcedar	12' HT.	B&B	8
Ilex opaca 'Carnival'	American Holly	12' HT.	B&B	8
Thuja occidentalis 'Emerald Green'	Emerald Green Arborvitae	6' HT.	B&B	5
Ilex x 'Oakland'	Oakland Holly	6' HT.	B&B	5
Magnolia grandiflora 'Little Gem'	Little Gem Magnolia	6' HT.	B&B	5
Buxus sempervirens 'Fastigiata'	Fastigiata Boxwood	6' HT.	B&B	5
Ilex x 'Nellie Stevens'	Nellie Stevens Holly	6' HT.	B&B	5
Ilex x 'Conin'	Robin Red Holly	6' HT.	B&B	5
Ilex x 'Emily Bruner'	Emily Bruner Holly	6' HT.	B&B	5

PROPOSED PLANT LIST FOR ALL TRACTS

BOTANICAL NAME	COMMON NAME	SIZE	ROOT	PUV
SHRUBS				
Ilex cornuta ' Burfordii Nana'	Dwarf Burford Holly	24" HT.	Cont.	0.5
Buxus x 'Greenvelvet'	Greenvelet Boxwood	24" HT.	Cont.	0.5
Camellia japonica 'Kramer's Supreme'	Camellia	36" HT.	Cont.	1
Camellia japonica 'Greensboro Red'	Camellia	36" HT.	Cont.	1
Viburnum x 'Pragense'	Prague Viburnum	36" HT.	Cont.	1
Osmanthus heterophyllus 'Rotundifolius'	False Holly	36" HT.	Cont.	1
Osmanthus fragens	Tea Olive	36" HT.	Cont.	1
Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	24" HT.	Cont.	0.5
Rosa x Red Drift	Shrub Rose	18" HT.	Cont.	0.25
Gardenia jasminoides 'Radicans'	Dwarf Gardenia	24" HT.	Cont.	0.5
Abelia x grandiflora 'Little Richards'	Glossy Abelia	24" HT.	Cont.	0.5
Ilex crenata 'Helleri'	Helleri Holly	18" HT.	Cont.	0.25
Loropetalum chinensis vr. 'Daruma'	Daruma Loropetalum	24" HT.	Cont.	0.5
Abelia x grandiflora 'Radiance'	Varigated Abelia	24" HT.	Cont.	0.5
Loropetalum chinensis vr. 'Ruby'	Ruby Loropetalum	36" HT.	Cont.	1
Ilex glabra 'Shamrock'	Inkberry	24" HT.	Cont.	0.5
Ilex cornuta ' Compacta'	Compacta Holly	24" HT.	Cont.	0.5
Ilex cornuta ' Carissa'	Carissa Holly	36" HT.	Cont.	1
Rhaphiolepis indica 'Olivia'	Indian Hawthorne	24" HT.	Cont.	0.5
Juniperus chinensis var. sargentii	Sargent Juniper	24" HT.	Cont.	0.5
Myrica certifera	Wax Myrtle	36" HT.	Cont.	1
Ilex x 'Emily Bruner'	Emily Bruner Holly	36" HT.	Cont.	1
Buxus sempervirens 'Fastigiata'	Fastigiate Boxwood	36" HT.	Cont.	1
Ilex crenata 'Green Luster'	Green Luster Holly	24" HT.	Cont.	0.5
Buxus microphylla japonica 'Gregem'	Baby Gem Boxwood	24" HT.	Cont.	0.5

PROPOSED PLANT LIST FOR ALL TRACTS

N

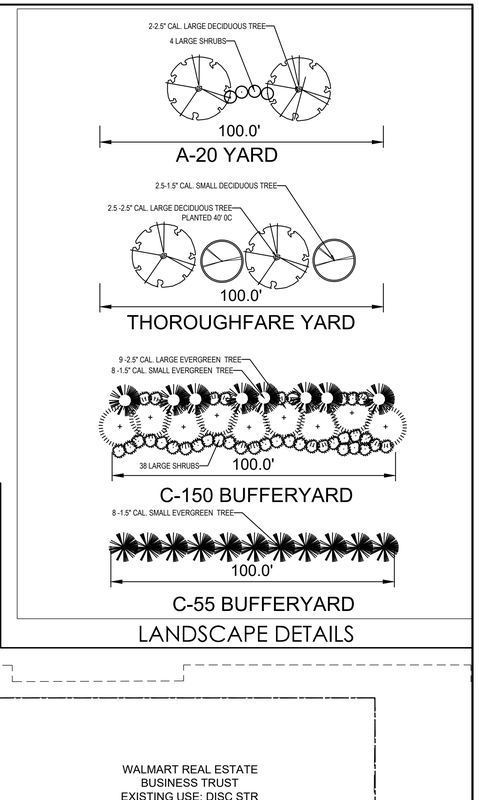
W E

S

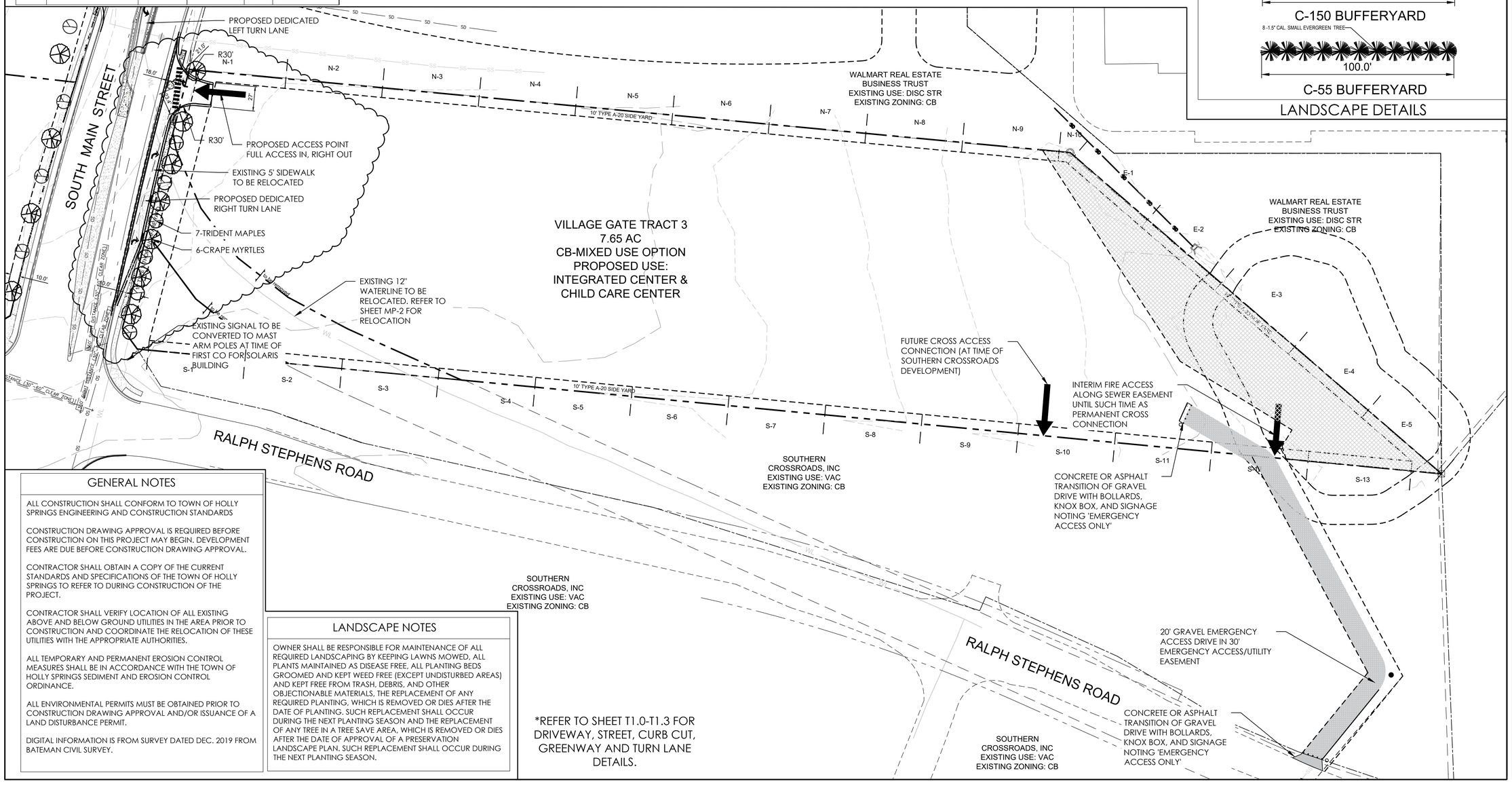
GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.



LANDSCAPE DETAILS



GENERAL NOTES

ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING AND CONSTRUCTION STANDARDS

CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.

CONTRACTOR SHALL OBTAIN A COPY OF THE CURRENT STANDARDS AND SPECIFICATIONS OF THE TOWN OF HOLLY SPRINGS TO REFER TO DURING CONSTRUCTION OF THE PROJECT.

CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING ABOVE AND BELOW GROUND UTILITIES IN THE AREA PRIOR TO CONSTRUCTION AND COORDINATE THE RELOCATION OF THESE UTILITIES WITH THE APPROPRIATE AUTHORITIES.

ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS SEDIMENT AND EROSION CONTROL ORDINANCE.

ALL ENVIRONMENTAL PERMITS MUST BE OBTAINED PRIOR TO CONSTRUCTION DRAWING APPROVAL AND/OR ISSUANCE OF A LAND DISTURBANCE PERMIT.

DIGITAL INFORMATION IS FROM SURVEY DATED DEC. 2019 FROM BATEMAN CIVIL SURVEY.

LANDSCAPE NOTES

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

*REFER TO SHEET T1.0-T1.3 FOR DRIVEWAY, STREET, CURB CUT, GREENWAY AND TURN LANE DETAILS.







TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA No. C-551 PORTFOLIO DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT Christopher D. Rurkowski 11/2/20 No. 2135

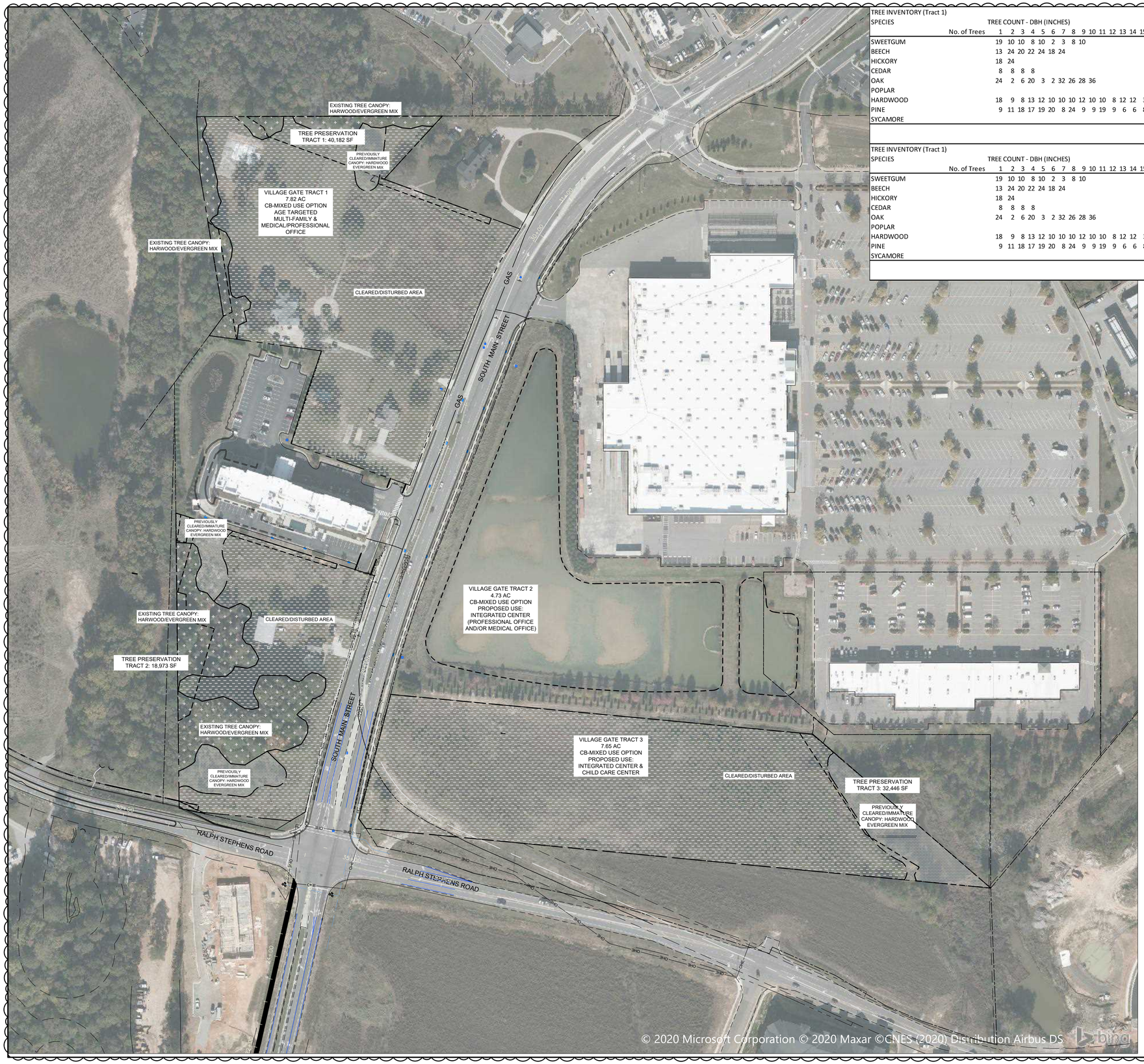
811 Know what's below. Call before you dig.

REVISIONS:

8/28/20- PER TOHS COMMENTS
10/2/20- PER TOHS COMMENTS
11/2/20- PER TOHS COMMENTS

Tract 3
Village Gate Master Plan
South Main Street
Holly Springs, NC

SCALE: 1"=50'
DRAWN BY: CDR
PROJECT #
DATE: 7/24/2020
SHEET
MP-5
OF



TREE INVENTORY (Tract 1)

SPECIES	No. of Trees	TREE COUNT - DBH (INCHES)	AVERAGE DBH
SWEETGUM	19	10 10 8 10 2 3 8 10	8.9
BEECH	13	24 20 22 24 18 24	20.7
HICKORY	18	24	21.0
CEDAR	8	8 8 8	8.0
OAK	24	2 6 20 3 2 32 26 28 36	17.9
POPLAR			0.0
HARDWOOD	18	9 8 13 12 10 10 10 12 10 10 8 12 12 3 7 3 5 13 7 9 5 8 3 9 2 10 4 12 6 2 3 3 2 7 9 12 8 10 13	8.2
PINE	9	11 18 17 19 20 8 24 9 9 19 9 6 6 8 8 8 22 3 12 2 3 3	11.0
SYCAMORE			0.0
		AVERAGE DBH FOR ALL TREES	11.2
		PRECENT HARDWOODS	85%

TREE INVENTORY (Tract 1)

SPECIES	No. of Trees	TREE COUNT - DBH (INCHES)	AVERAGE DBH
SWEETGUM	19	10 10 8 10 2 3 8 10	8.9
BEECH	13	24 20 22 24 18 24	20.7
HICKORY	18	24	21.0
CEDAR	8	8 8 8	8.0
OAK	24	2 6 20 3 2 32 26 28 36	17.9
POPLAR			0.0
HARDWOOD	18	9 8 13 12 10 10 10 12 10 10 8 12 12 3 7 3 5 13 7 9 5 8 3 9 2 10 4 12 6 2 3 3 2 7 9 12 8 10 13	8.2
PINE	9	11 18 17 19 20 8 24 9 9 19 9 6 6 8 8 8 22 3 12 2 3 3	11.0
SYCAMORE			0.0
		AVERAGE DBH FOR ALL TREES	11.2
		PRECENT HARDWOODS	85%

TREE PRESERVATION AREA

CLEARED/DISTURBED AREA

IMMATURE CANOPY

MATURE CANOPY

CALCULATIONS

TREE PRESERVATION MET ACROSS ALL 3 TRACTS:

REQUIRED (10% OF 880,227 SF):	88,022 SF (2.02 AC)
PROVIDED:	
TRACT 1:	40,182 SF
TRACT 2:	18,973 SF
TRACT 3:	30,336 SF
	89,491 SF (2.06 AC)

N

W E

S

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.







TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA No. C-551 LANDSCAPE DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT Christopher D. Rutkowski No. 2135 10/2/20

PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS:

OVERALL TREE PRESERVATION PLAN

Village Gate Tract 1

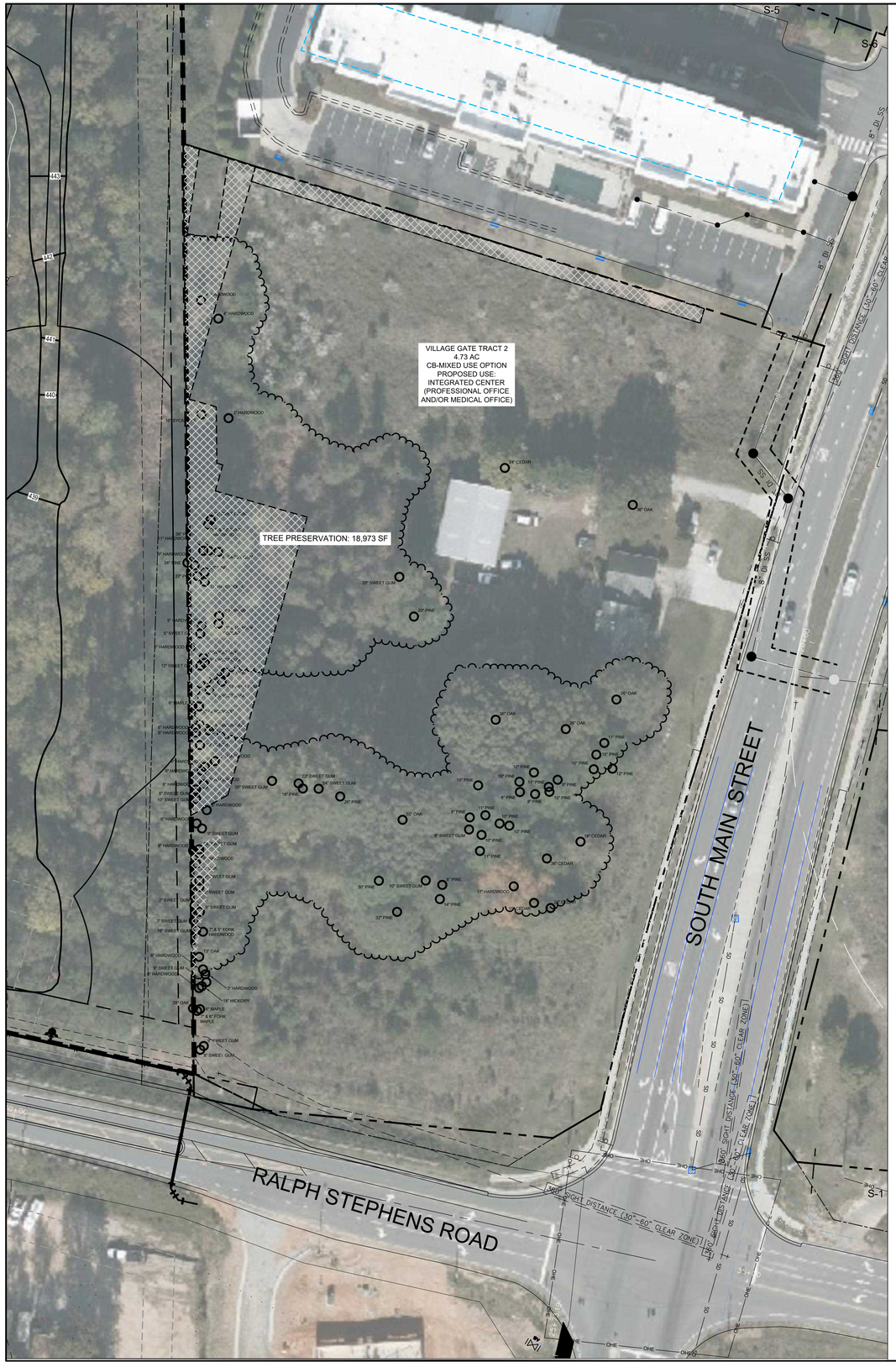
South Main Street
Holly Springs, NC

SCALE: 1"=100'
DRAWN BY: CDR
PROJECT #
DATE: 7/24/20
SHEET TP-1
OF 1

Z:\Projects\Eli Zabluda\Village Gate\Master Plan (All Tracts)\Submittals (CAD)\Village Gate Master Plan MP4.dwg, 10/1/2020 2:13:16 PM, AutoCAD PDF (General Documentation).pc3



| TREE INVENTORY (Tract 1) | | |



NARRATIVE

THE TREE PRESERVATION AREA CONSISTS OF A MIXED AGED HARDWOOD FOREST WITH A SPECIES COMPOSITION CONSISTING PRIMARILY OF HARDWOODS AND SWEETGUM. TREES ARE GENERALLY HEALTHY AND ARE EXHIBITING NATURAL FOREST SUCCESSION PROCESS.

NO SPECIMEN TREES ARE PRESENT ON SITE.

INVENTORY DATA

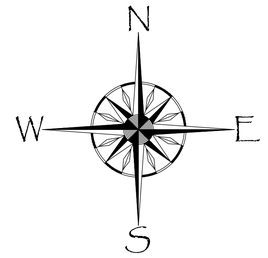
AVERAGE DBH = 8.5"
PERCENT HARDWOOD COMPOSITION = 90%
EXISTING CANOPY COVERAGE= 69,363 SF (34%)

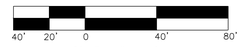
TREE PRESERVATION AREA

CALCULATIONS

TREE PRESERVATION MET ACROSS ALL 3 TRACTS:
REQUIRED (10% OF 880,227 SF): 88,022 SF (2.02 AC)
PROVIDED: 89,491 SF (2.06 AC)

TREE PRESERVATION AREA PROVIDED ON TRACT 2 = 0.44 AC (18,973 SF)





SCALE: 1" = 40'

TREE INVENTORY (Tract 2)

SPECIES	No. of Trees	TREE COUNT - DBH (INCHES)	AVERAGE DBH
SWEETGUM	13	6 5 7 9 12 4 3 6 10 9 24 7 6 19 9	9.3
RED MAPLE	6	8 7 6	6.8
BEECH	10		10
HICKORY	18		18
OAK	20	13 28	20.3
POPLAR	12	10 8	10.0
HARDWOOD	11	10 11 9 12 5 6 4 6 6 4 6 6 3 6 6 4 6 6 6 6 7 5 6 8 3	6.5
PINE	36	24 20 27 8	23.0
SYCAMORE	10		10.0
		AVERAGE DBH FOR ALL TREES	8.5
		PRECENT HARDWOODS	100

TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA No. C-551 PORTFOLIO DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 10/2/20 No. 2135 Christopher D. Rurkowski

PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS:

10/2/20- PER TOHS COMMENTS

TREE PRESERVATION PLAN
Village Gate Tract 2
South Main Street
Holly Springs, NC

SCALE: 1"=40'
DRAWN BY: CDR
PROJECT #
DATE: 7/24/20
SHEET TP-3
OF 1

Z:\Projects\Eli Zabluda\Village Gate\Master Plan (All Tracts)\Submittals (CAD)\Village Gate Master Plan MP4.dwg, 10/1/2020 2:13:22 PM, AutoCAD PDF (General Documentation).pc3

NARRATIVE

THERE ARE NO SIGNIFICANT TREES OR TREE STANDS ON SITE.

NO SPECIMEN TREES ARE PRESENT ON SITE.

INVENTORY DATA

AVERAGE DBH = n/a
PERCENT HARDWOOD COMPOSITION = n/a
EXISTING CANOPY COVERAGE= 27,226 SF (8%)

TREE PRESERVATION AREA

CALCULATIONS

TREE PRESERVATION MET ACROSS ALL 3 TRACTS:
REQUIRED (10% OF 880,227 SF): 88,022 SF (2.02 AC)
PROVIDED: 89,491 SF (2.06 AC)

TREE PRESERVATION AREA PROVIDED ON TRACT 3 = 0.70 AC (30,336 SF)

N
W E
S

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.



TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA
No. C-551
PORTFOLIO DESIGN PLLC
DBA TMTLA ASSOCIATES

NORTH CAROLINA
REGISTERED LANDSCAPE ARCHITECT
Christopher D. Rukowski
10/2/20
No. 2135

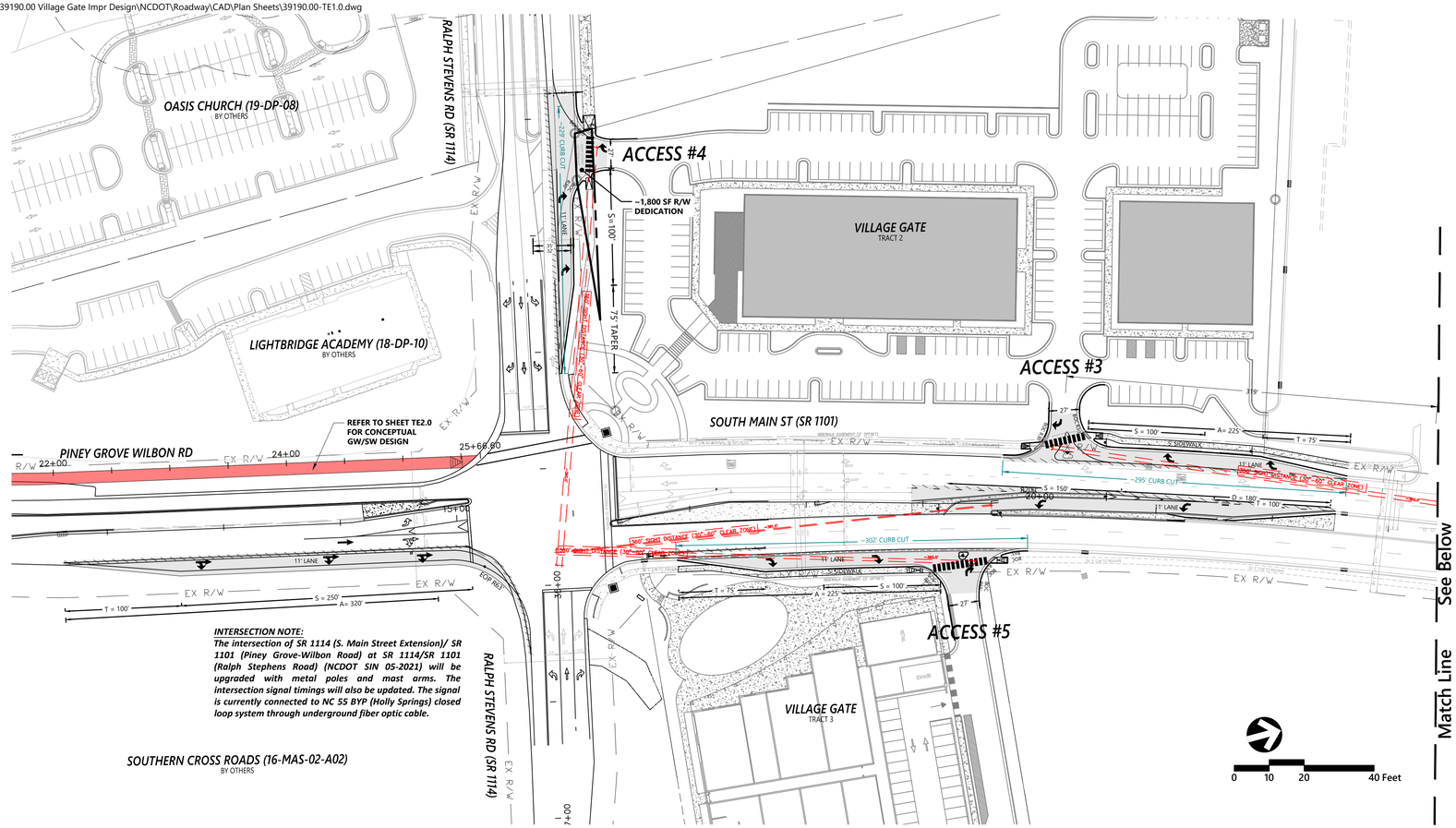
PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS:
10/2/20- PER TOHS COMMENTS

Tree Preservation Plan
Village Gate Tract 3
South Main Street
Holly Springs, NC

SCALE: 1"=50'
DRAWN BY: CDR
PROJECT #
DATE: 7/24/20
SHEET TP-4
OF 1

Z:\Projects\Eli Zablud\Village Gate\Master Plan (All Tracts)\Submittals (CAD)\Village Gate Master Plan MP4.dwg, 10/1/2020 2:13:24 PM, AutoCAD PDF (General Documentation).pc3



HATCH LEGEND

1.5" MILL AND OVERLAY

FULL DEPTH ASPHALT PAVING

COMMITTED TRANSPORTATION IMPROVEMENTS:

The Developer shall design, construct, and permit the following Public Infrastructure relating to Transportation:

a. The conversion of a 4-way signalized intersection located at South Main Street and Piney Grove Wilbon/Ralph Stephens Road to a mast-arm signal, according to Town standard specifications. Prior to construction, Developer shall submit plans to the Town and NCDOT for approval, and shall make any such modifications required for approval.

b. Construction of a through-turn lane at the southeastern quadrant of the intersection described above, according to plans and specifications approved by the Town and NCDOT. The Town has collected certain funds from third party developers and shall make those funds available to the Developer for the Actual Construction Costs of this Public Infrastructure.

c. Construction of Approximately 2,500 linear feet of pedestrian sidewalk/greenway along public right of way (existing or proposed), from the southernmost point of the Project to the intersection of Bayham Drive and Piney Grove Wilbon. The Town shall allow a dollar-for-dollar credit against Parks and Recreation fees in lieu for any Actual Construction Cost for this Public Infrastructure which exceeds 2,000 linear feet. The Town shall be solely responsible for acquiring and paying for any land acquisition necessary for this sidewalk/greenway.

c. Developer shall construct all transportation-related Public Infrastructure for the Project as shown on the Concept Plans, which meet the ordinary development requirements of the Town, EXCEPT that the Developer shall not provide vehicular connection to Tract 1 (the Age-restricted residential project) through the adjacent tract. In lieu of this requirement, Developer shall provide an emergency access connection for emergency vehicles with a Knox box.

d. Developer shall contribute $105,000 to the Town for a fee in lieu of upgrades to NC 55.

e. Developer shall be allowed to only construct a road stub to the adjacent Crossroads property through Tract 3 and shall not be required to construct any such transportation improvements beyond its property line.

GENERAL NOTES

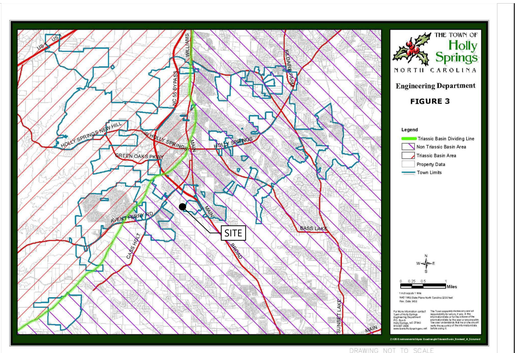
1. ALL CONSTRUCTION AND MATERIALS WITHIN NCDOT ROW TO MEET NORTH CAROLINA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS AND DESIGN STANDARDS.
2. THE CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND MEASUREMENTS AND ADVISE ENGINEER OR OWNER OF ANY DISCREPANCIES, BEFORE PROCEEDING WITH CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT NC 811 BEFORE EXCAVATION IS TO OCCUR.
3. PROJECT BOUNDARY INFORMATION, TOPOGRAPHIC DATA, AND EXISTING UNDERGROUND UTILITIES WERE OBTAINED FROM FIELD SURVEY PROVIDED BY BATEMAN CIVIL SURVEY. ANY INFORMATION SHOWN IS NOT GUARANTEED TO BE ACCURATE OR COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY SUCH INFORMATION, BY GPR OR SIMILAR METHOD, PRIOR TO COMMENCING WORK. (SEE NOTE 2).
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL DETOURING AND CONSTRUCTION SIGNAGE.
5. ALL DIMENSIONS ARE IN FEET, UNLESS OTHERWISE NOTED.
6. COORDINATE WITH LOCAL UTILITY COMPANIES AS REQUIRED.
7. DESIGN SPEED = 40 MPH.

SIGHT DISTANCE NOTES

1. HORIZONTAL SIGHT DISTANCE FOR EACH TRACT IS 360'.
2. VERTICAL CLEAR ZONE SHALL BE BETWEEN 30" AND 60" ALONG ENTIRE LENGTH OF HORIZONTAL LINE OF SIGHT AS PREVIOUSLY STATED.

PAVEMENT DESIGN NOTES

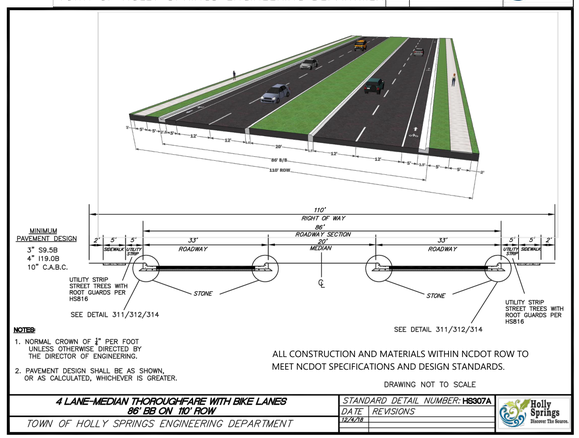
1. SITE IS NOT LOCATED WITHIN THE TRASSIC BASIN AS PER HOLLY SPRINGS STANDARD DETAIL HS356.
2. PAVEMENT DESIGN WITH NCDOT RIGHT-OF-WAY TO BE REVIEWED AND APPROVED BY NCDOT. THE MOST RESTRICTIVE CROSS-SECTION BETWEEN THE MINIMUM DESIGN, CALCULATED PAVEMENT DESIGN, AND NCDOT DESIGN WILL APPLY.



TRIASSIC BASIN DIVIDING LINE

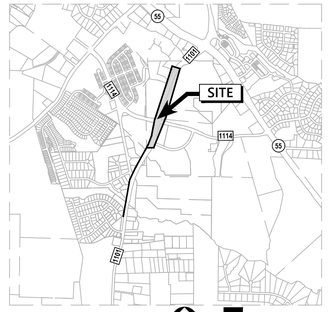
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT

STANDARD DETAIL NUMBER:HS356
DATE / REVISIONS
4/29/16



vhb.com

VHB Engineering NC, P.C.
940 Main Campus Drive
Suite 500
Raleigh, NC 27606
919.829.0328
Corp. # C-3705



PRELIMINARY - NOT FOR CONSTRUCTION
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL BRYAN K. EDWARDS

Village Gate Improvement Design

SR 1101/SR 1114
Holly Springs, North Carolina

No.	Revision	Date	Appvd.
A	20-MAS-03/20-SEU-09 - 2nd SUBMMISSION	8/28/2020	BKE
B	20-MAS-03/20-SEU-09 - 3rd SUBMMISSION	10/2/2020	BKE
C	20-MAS-03/20-SEU-09 - 3rd SUBMMISSION	11/02/2020	BKE

Designed by: BKE
Checked by: VHB
Issued for
Date: July 6th, 2020

Preliminary - Not for Construction

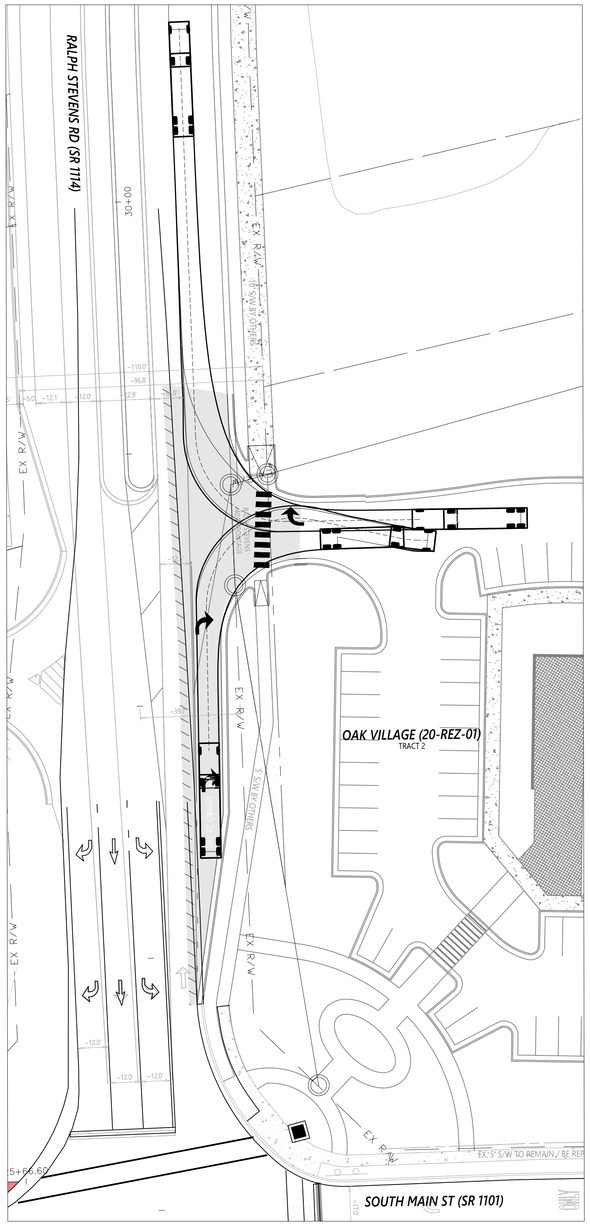
Drawing Title
Overall Offsite Transportation Plan

Drawing Number
TE 1.0

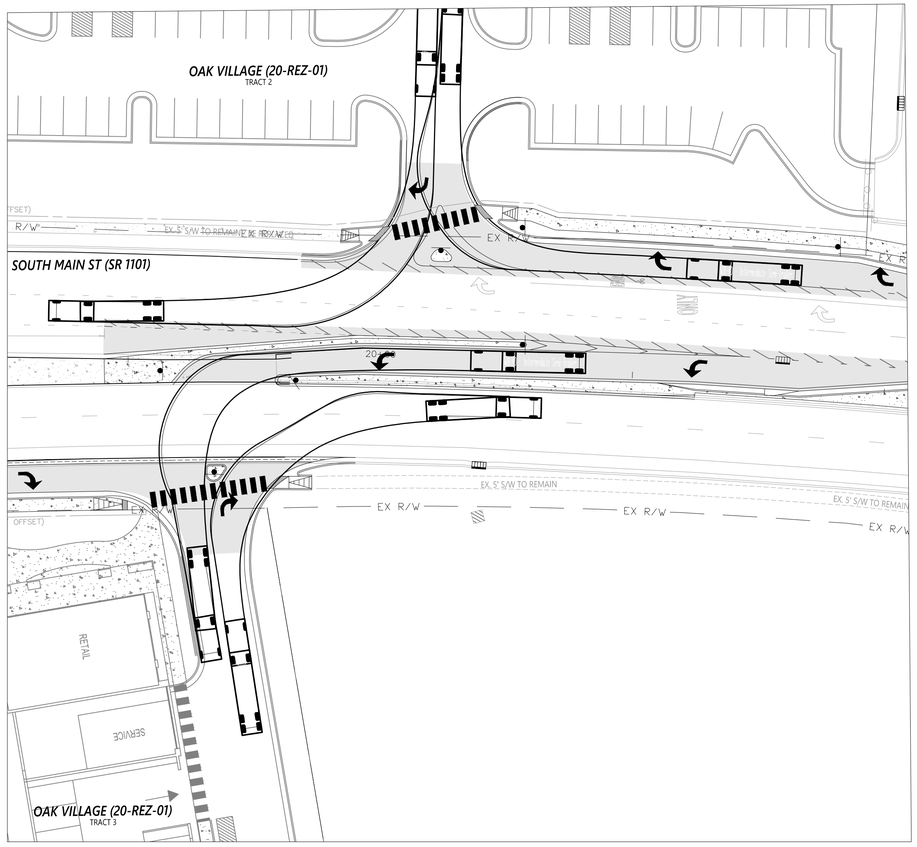
Sheet of 10

Project Number
391900.00

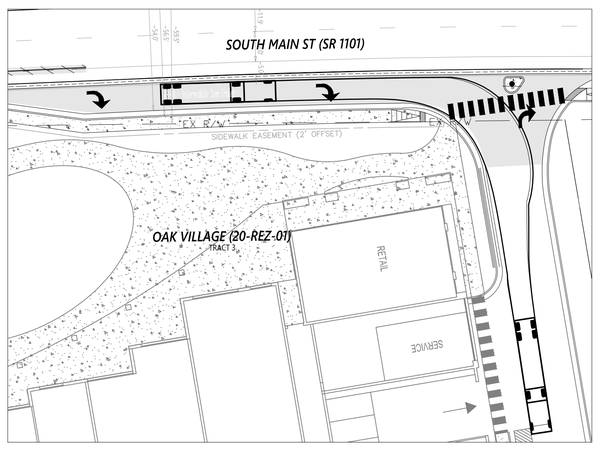
Saved Friday, September 25, 2020 12:04:36 PM BEDWARDS Plotted Saturday, October 31, 2020 11:39:45 AM Edwards, Brian



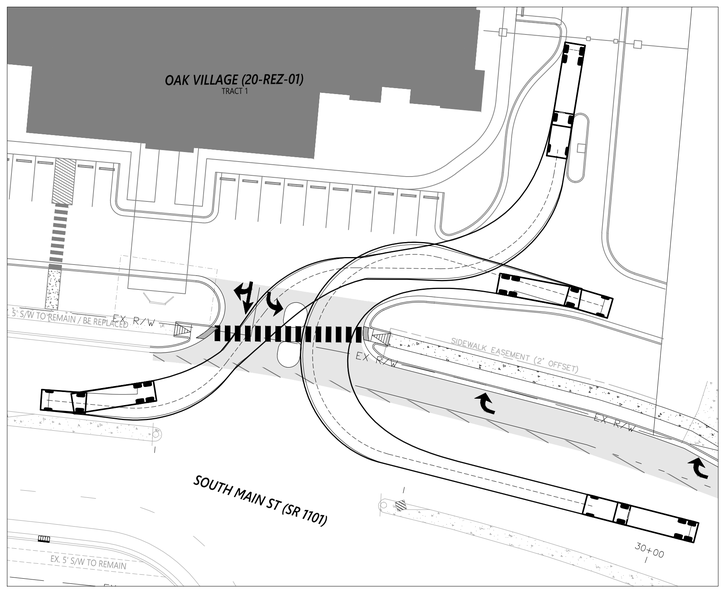
TRACT2 ACCESS 4 - WB-40 TURNING MOVEMENTS



TRACT 2/3 ACCESS 3/5 - WB-40 TURNING MOVEMENTS



TRACT 3 ACCESS 5 - NB WB-40 TURNING MOVEMENT



TRACT 1 ACCESS 1 - WB-40 TURNING MOVEMENTS

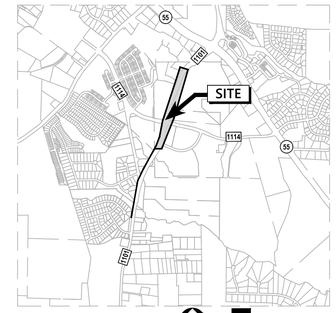
0 10 20 40 Feet

HATCH LEGEND

- 1.5" MILL AND OVERLAY
- FULL DEPTH ASPHALT PAVING

vhb.com

VHB Engineering NC, P.C.
940 Main Campus Drive
Suite 500
Raleigh, NC 27606
919.829.0328
Corp. # C-3705



- PRELIMINARY
NOT FOR CONSTRUCTION

Village Gate Improvement Design

SR 1101/SR 1114
Holly Springs, North Carolina

No.	Revision	Date	Appvd.
A	20-MAS-03/20-SEU-09 - 2nd SUBMMISSION	8/28/2020	BKE
B	20-MAS-03/20-SEU-09 - 3rd SUBMMISSION	10/2/2020	BKE
C	20-MAS-03/20-SEU-09 - 3rd SUBMMISSION	11/02/2020	BKE

Designed by BKE
Checked by VHB
Issued for
Date July 6th, 2020

Preliminary - Not for Construction

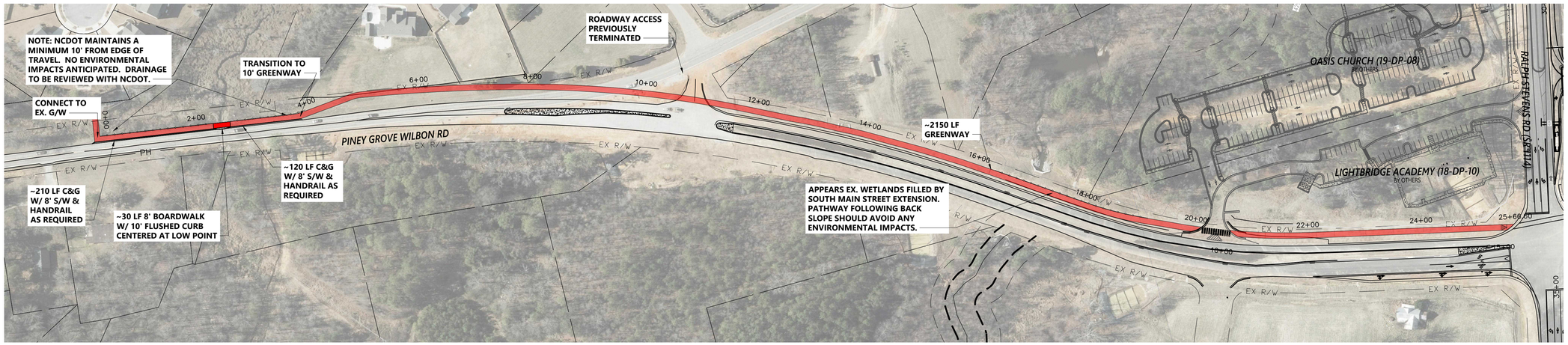
Drawing Title
SITE ACCESS WB-40 TURNING MOVEMENT EXHIBITS

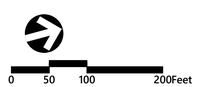
Drawing Number
TE 1.1

Sheet of 10

Project Number 391900.00

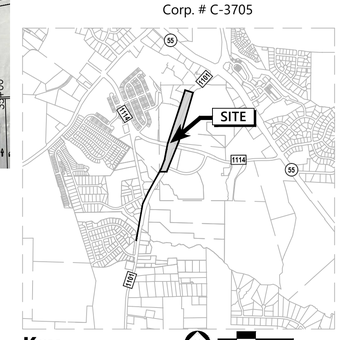
Saved Friday, September 25, 2020 12:04:36 PM BEDWARDS Plotted Saturday, October 31, 2020 11:40:21 AM Edwards, Brian

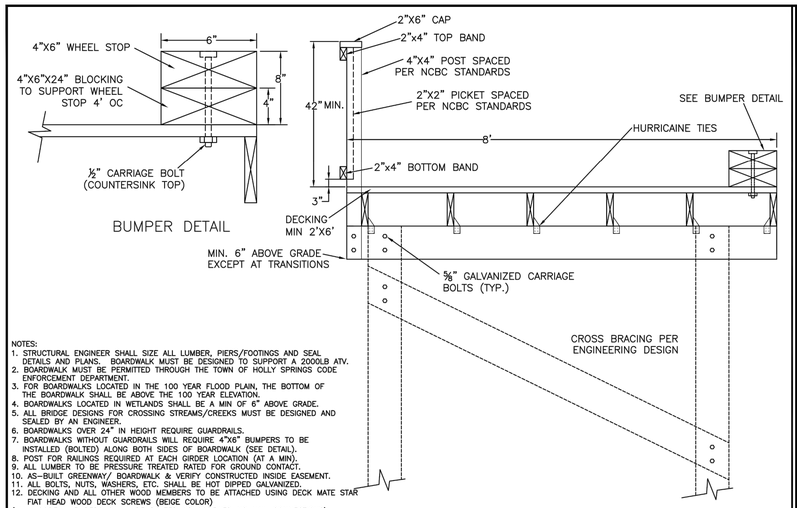




GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIALS WITHIN NCDOT ROW TO MEET NORTH CAROLINA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS AND DESIGN STANDARDS. GREENWAY AND BOARDWALK TO BE DESIGNED AS PER THE TOWN OF HOLLY SPRINGS DETAILS SHOWN ON THIS SHEET.
2. THE CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND MEASUREMENTS AND ADVISE ENGINEER OR OWNER OF ANY DISCREPANCIES, BEFORE PROCEEDING WITH CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT NC 811 BEFORE EXCAVATION IS TO OCCUR.
3. PROJECT BOUNDARY INFORMATION, TOPOGRAPHIC DATA, AND EXISTING UNDERGROUND UTILITIES WERE OBTAINED FROM FIELD SURVEY PROVIDED BY BATEMAN CIVIL SURVEY. ANY INFORMATION SHOWN IS NOT GUARANTEED TO BE ACCURATE OR COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY SUCH INFORMATION, BY GPR OR SIMILAR METHOD, PRIOR TO COMMENCING WORK. (SEE NOTE 2).
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL DETOURING AND CONSTRUCTION SIGNAGE.
5. ALL DIMENSIONS ARE IN FEET, UNLESS OTHERWISE NOTED.
6. COORDINATE WITH LOCAL UTILITY COMPANIES AS REQUIRED.
7. DESIGN SPEED = 40 MPH.



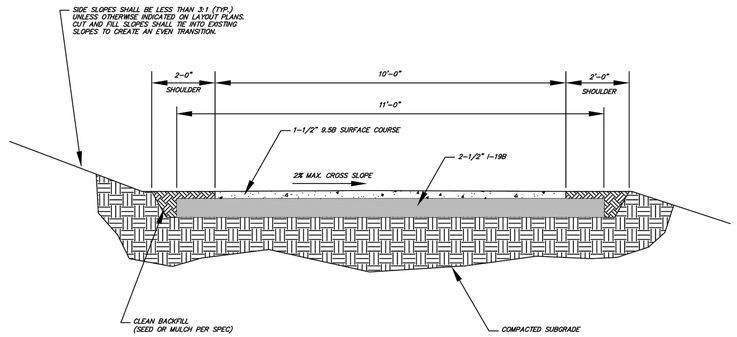


BUMPER DETAIL

NOTES:
1. STRUCTURAL ENGINEER SHALL SIZE ALL LUMBER, PIERS/FOOTINGS AND SEAL DETAILS AND PLANS. BOARDWALK MUST BE DESIGNED TO SUPPORT A 2000LB ATV.
2. BOARDWALK MUST BE PERMITTED THROUGH THE TOWN OF HOLLY SPRINGS CODE ENFORCEMENT DEPARTMENT.
3. FOR BOARDWALKS LOCATED IN THE 100 YEAR FLOOD PLAIN, THE BOTTOM OF THE BOARDWALK SHALL BE ABOVE THE 100 YEAR ELEVATION.
4. BOARDWALKS LOCATED IN WETLANDS SHALL BE A MIN OF 6" ABOVE GRADE.
5. ALL BRIDGE DESIGNS FOR CROSSING STREAMS/CREEKS MUST BE DESIGNED AND SEALED BY AN ENGINEER.
6. BOARDWALKS OVER 24" IN HEIGHT REQUIRE GUARDRAILS.
7. BOARDWALKS WITHOUT GUARDRAILS WILL REQUIRE 4"X6" BUMPERS TO BE INSTALLED (BOLTED) ALONG BOTH SIDES OF BOARDWALK (SEE DETAIL).
8. POST FOR RAILINGS REQUIRED AT EACH GIRDER LOCATION (AT A MIN).
9. ALL LUMBER TO BE PRESSURE TREATED RATED FOR GROUND CONTACT.
10. AS-BUILT GREENWAY/ BOARDWALK & VERIFY CONSTRUCTED INSIDE EASEMENT.
11. ALL BOLTS, NUTS, WASHERS, ETC. SHALL BE HOT DIPPED GALVANIZED.
12. DECKING AND ALL OTHER WOOD MEMBERS TO BE ATTACHED USING DECK MATE STAR FIAT HEAD WOOD DECK SCREWS (BEIGE COLOR)
(ALL WOODEN MEMBERS SHALL BE BOLTED OR SCREWED NO NAIL CONNECTIONS)
13. PROVIDE 8'X6' BUMPOUT IN BOARDWALK EVERY 300' FOR VEHICLE TURN AROUND AS PER PARK AND RECREATION DEPARTMENT.

DRAWING NOT TO SCALE

8FT RAISED BOARDWALK/ GREENWAY TRAIL	STANDARD DETAIL NUMBER: HS339	
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE	REVISIONS
	7/24/18	



NOTES:

1. CROSS SLOPE DIRECTION VARIES. SEE LAYOUT PLANS FOR DIRECTION OF SLOPE.
2. CONTRACTOR IS RESPONSIBLE FOR RE-ESTABLISHING ALL SLOPES DISTURBED BY CONSTRUCTION.

DRAWING NOT TO SCALE

10' ASPHALT GREENWAY TRAIL	STANDARD DETAIL NUMBER: HS340	
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE	REVISIONS
	7/24/18	

vhb.com
VHB Engineering NC, P.C.
940 Main Campus Drive
Suite 500
Raleigh, NC 27606
919.829.0328
Corp. # C-3705

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 042161 BRIAN K. EDWARDS
- PRELIMINARY -
NOT FOR CONSTRUCTION
Electronically signed by Brian Edwards

Village Gate Improvement Design

SR 1101/SR 1114
Holly Springs, North Carolina

No.	Revision	Date	Appvd.
A	20-MAS-03/20-SEU-09 - 2nd SUBMMISSION	8/28/2020	BKE
B	20-MAS-03/20-SEU-09 - 3rd SUBMMISSION	10/2/2020	BKE

Designed by BKE | Checked by VHB

Issued for

Date July 6th, 2020

Preliminary - Not for Construction

Drawing Title
Greenway/Sidewalk Conceptual Design Plan

Drawing Number
TE 2.0

Sheet 10 of

Project Number 391900.00

Saved Friday, September 25, 2020 12:06:56 PM BEDWARDS Plotted Saturday, October 31, 2020 11:41:13 AM Edwards, Brian

THE TOWN OF Holly Springs

Village Gate Detailed Master Plan 20-MAS-03; Special Exception Use 20-SEU-09; Variances 20-VARTC-07, 20-VARTC-08, 20-VARTC-09, 20-VARTC-10; and Waiver 20-WAV-18

Motion and Conditions of Approval:

Motion to adopt Resolution #XX-XX to make and accept the Findings of Fact for consideration of and to approve Special Exception Use, Variances, and Waivers with the following conditions:

Special Exception Use (20-SEU-09)

1. All operations must adhere to the evidence submitted by the applicant as stated in the findings of fact submitted and those findings of fact specified by the Town Council in conjunction with 20-SEU-09.

Variance (20-VARTC-07)

1. This Variance shall only apply to 20-MAS-03 Village Gate

Variance (20-VARTC-08)

1. This Variance shall only apply to 20-MAS-03 Village Gate

Variance (20-VARTC-09)

1. This Variance shall only apply to 20-MAS-03 Village Gate

Variance (20-VARTC-10)

1. This Variance shall only apply to 20-MAS-03 Village Gate

Waiver of Regulations of UDO Section 7.01 J. Required Tree Preservation Requirements (20-WAV-18)

1. This waiver shall only apply to 20-MAS-03 Village Gate

Motion to approve / deny / defer Special Exception Use #20-SEU-09 as specified in Unified Development Ordinance Section 3.05 C. Community Business District to allow for a Mixed Use Option project, and Detailed Master Plan 20-MAS-03 for Village Gate at the property located at 0 Ralph Stephens Road, 0, 1012, 1024, 1036, 1054, 1060, 1064, 1068, & 1072 S Main Street, Wake County PINs 648851905, 648852906, 648854727, 648860360, 648862150, 648862276, 648862939, 648864611, 648874081, & 648950812, as submitted by TMTLA Associates, dated Revised 11/02/20 with the following conditions:

1. Street Tree locations shall be shown with approved street lighting plan and shall be positioned as to not interfere with any lighting fixtures or any site distance triangles.
2. Prior to the submittal of any UDO Permit for Sign Installation for permanent signage or installation of public art, a Master Sign Plan must be submitted to the Department of Planning & Zoning for review and be approved.
3. All previous approval conditions for *Village Gate Rezoning* will apply to this Master Plan.
4. Articles of the Development Agreement executed with the Village Gate Rezoning shall apply to this Master Plan.
5. This project will be required to meet Town's NPDES Phase II Post Construction Stormwater ordinance
6. The design of the pedestrian access near the focal point at the corner of Ralph Stephens Rd and S. Main Street on Tract 2 is pending additional coordination with the adjacent property owner. Final design will be determined during construction drawing review of this development plan.
7. The following must be addressed prior to or with the 1st Construction Drawing submittal:
   a. Village Gate Master Plan must receive Town Council approval and have received the Action Notice from the Town's Development Services prior to submitting construction drawings.
   b. All items listed on the Stormwater Submittal Checklist, Form #16003
   c. All invoiced special study review fees must be paid.
   d. Thoroughfares, collectors and boulevards will require a calculated pavement design.
   e. Verify that no changes to sewer line sizing has occurred during final design.
8. Prior to construction drawing approval and/or issuance of a land disturbance permit, the following must be addressed:
   a. All off-site water and sewer easements required to serve this project shall be documented in the form of a recorded plat.
   b. Approval of Stormwater Management Plan.
   c. Payment of the Stormwater Fee-in-Lieu.
   d. All environmental permits must be obtained for the entire project
   e. Any required off-site right-of-way for this project shall be dedicated in the form of a recorded plat.
   f. Cross-Access Easements between adjacent property owners shall be shown on construction drawings and are required to be documented in the form of a recorded plat. An Access Easement Agreement is required to be documented between the adjacent property owners.
   g. Any off site sewer facilities that are needed to serve this project; including the Basal Creek Pump Station improvements by the Lowe's development and the downstream sewer extension and manhole network by Stephens Tract Townhomes project, must be substantially complete prior to this Development Plan receiving Construction Drawing approval.

h. Any off site water facilities that are needed to serve this project; including the watermain extension on Ralph Stephens Road by the Stephens Tract Townhomes project, must be substantially complete prior to this Development Plan receiving Construction Drawing approval.
i. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the BMP is required at the end of the performance monitoring period for the project

9. In accordance with the executed Development Agreement, prior to issuance of any permit or plat approval for any tract of the Village Gate project, the following must be addressed:
   a. Payment of a fee-in-lieu proportionate to project impact in the amount of $105,000 for design and construction of GB Alford/NC-55 transportation improvements
10. In accordance with the executed Development Agreement, prior to Certificate of Occupancy for the Solaris Building on Tract 3, the following must be addressed :
   a. Retrofit of the traffic signal at the intersection of Piney Grove Wilbon/S. Main St/Ralph Stephens from wooden pole to mast arm and signal timing modifications shall be completed.
   b. Design and construction of a northbound through-right turn lane at the intersection of Piney Grove Wilbon/S. Main St/Ralph Stephens shall be completed.
   c. Off-site Greenway extension along Piney Grove Wilbon Road to Garrison Subdivision shall be completed.

THE TOWN OF

Holly Springs

Resolution No.: 20-38
Date Adopted: November 17, 2020
Effective Date: November 17, 2020

RESOLUTION OF THE TOWN OF HOLLY SPRINGS TOWN COUNCIL MAKING FINDINGS OF FACT FOR SPECIAL EXCEPTION USE (20-SEU-09); VARIANCE OF DEVELOPMENT STANDARDS (20-VARTC-07, 20-VARTC-08, 20-VARTC-09, 20-VARTC-10); & WAIVER OF REQUIRED TREE PRESEVRATION REQUIRMENTS (20-WAV-18), IN ASSOCIATION WITH DETAILED MASTER PLAN 20-MAS-03 FOR VILLAGE GATE

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

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

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

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

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

Variance Findings of Fact:
A *variance* may be granted by the Board if competent and substantial evidence is presented by the applicant which persuades the Board to either reach each of the following conclusions independently or be reasonably able to meet these conclusions upon implementation of conditions by the Board:
1. Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.
2. The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.
3. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.
4. The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.

Waiver for Alternate Compliance with Required Tree Preservation Requirements Findings of Fact:
In order to encourage innovative tree preservation solutions capable of enhancing the natural form a project, a waiver of the Required Tree Protection requirements specified in this Section 7.01, Required Tree Preservation may only be granted upon making the following findings:
a. The proposed development represents an innovative solution for tree preservation, which will enhance the use or value of area properties beyond the enhancement that would otherwise occur under the strict application of the Required Tree Protection requirements; or,
   The strict application of the terms of the Required Tree Protection requirements represents an unusual or unnecessary hardship when applied to the proposed development;
b. The granting of a waiver will not cause negative impacts on the environment;
c. The proposed development is consistent with the intent of the Comprehensive Plan; and,
d. The proposed development is consistent with the intent and purpose of this UDO.

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

Part 1: Special Exception Use (20-SEU-09)

A Special Exception Use as specified in Unified Development Ordinance Section 3.05 C. to allow for a Mixed Use Option project in the CB Community Business District at the properties located at 0 Ralph Stephens Road, 0, 1012, 1024, 1036, 1054, 1060, 1064, 1068, & 1072 S Main Street, Wake County PINs 648851905, 648852906, 648854727, 648860360, 648862150, 648862276, 648862939, 648864611, 648874081, & 648950812.

Part 2: Variance (20-VARTC-07)

A Variance of Regulations of UDO Section 3.05 C. 3. d. (1) (a) Development Standards, Building Setbacks and Separation, to allow a reduction in the minimum side and rear bufferyard on Tracts 1 and 2 from 20 feet to 5 feet in association with Detailed Master Plan Petition #20-MAS-03.

Part 3: Variance (20-VARTC-08)

A Variance of Regulations of UDO Section 7.01, D. Landscape Regulations, Required Landscaping of Required Front, Side and Rear Yards and Required Front, Side and Rear Bufferyards in All Districts, to allow a reduction in the minimum Plant Unit Value for thoroughfare yards on Tracts 1, 2, and 2 from a Type-A 75 Plant Unit Value to street trees placed 40 feet on center in association with Detailed Master Plan Petition #20-MAS-03.

Part 4: Variance (20-VARTC-09)

A Variance of Regulations of UDO Section 7.01, D. Landscape Regulations, Required Landscaping of Required Front, Side and Rear Yards and Required Front, Side and Rear Bufferyards in All Districts, to allow a reduction in the minimum Plant Unit Value for bufferyards on Tracts 1 and 2 from a Type-C 150 Plant Unit Value to a Type-C 55 Plant Unit Value in association with Detailed Master Plan Petition #20-MAS-03.

Part 5: Variance (20-VARTC-10)

A Variance of Regulations of UDO Section 7.05, B. Off-Street Loading Regulations, Design and Construction of Loading Areas, to allow a reduction in the minimum off-street loading dimensions on Tract 3 from twelve (12) feet in width to nine (9) feet in width in association with Detailed Master Plan Petition #20-MAS-03.

Part 6: Waiver of Regulations of UDO Section 7.01 J. Required Tree Preservation Requirements (20-WAV-18)

A Waiver of Regulations of UDO Section 7.01 J. Required Tree Preservation Requirements to allow alternate compliance for Tree Preservation Area Priority in association with Detailed Master Plan Petition #20-MAS-03.

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

THEREFORE, BE IT RESOLVED by the Town Council to make and accept the Findings of Fact for Special Exception Use (20-SEU-09); Variance Of Development Standards (20-VARTC-07, 20-VARTC-08, 20-VARTC-09, 20-VARTC-10); & W Waiver of Regulations of UDO Section 7.01 J. Required Tree Preservation Requirements (20-WAV-18); as submitted by McAdams

Adopted by the Holly Springs Town Council on this, the 17th day of November, 2020.

Town of Holly Springs by

Dick Sears, Mayor

ATTEST:

Linda McKinney, Town Clerk

RESOLUTION EXHIBIT A

Part 1: Special Exception Use (20-SEU-09) Findings of Fact Submitted By Petitioner

Response to Special Exception Use Findings of Fact: Village Gate

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

The Mixed Use development option was added to the Unified Development Ordinance (UDO) to allow for innovative, creative developments to take shape in otherwise traditional commercial zoning districts. These developments were placed in their special exception use not for possible negative impacts to adjacent uses but to ensure that these developments could stand the test of higher scrutiny and quality that the Town envisioned.

Specifically, this development will not only be unlike any other currently in Holly Springs and is also designed to utilize the acreage to the greatest extent possible whilst being a good neighbor. Commercial buildings are oriented towards South Main Street to encourage pedestrian traffic as well as still allowing an urban streetscape to take shape, complete with street trees and public sidewalk as well as developed open space situated along both corners of the intersection of South Main Street and Ralph Stephens Road, allowing goals of public health, comfort and safety to be achieved. Additionally, further public comforts and convenience will be achieved by the public art park and associated café, which will be enjoyed by town residents for years to come. Most importantly, Village Gate will provide a mix of uses that will improve the overall convenience and general welfare of the surrounding community: Professional offices; pre-school facility; ground floor commercial with upper story residential apartments which will include much needed workforce housing; as well as apartments dedicated strictly towards the under-served senior population – these uses truly meet and exceed all high community moral standards Holly Springs has set, all walks and stages of life can enjoy Village Gate!

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

The subject properties contain both vacant and single-family residences sandwiched beside the Hampton Inn, nearby shopping centers of Shoppes of Holly Springs and Collins Park, the sharp contrast is clear to the passerby. Situated along the busy southern gateway of Holly Springs, South Main Street, the current state of these properties is not the highest and best use and do nothing to compliment or enhance the surrounding properties. This is exactly why the Holly Springs Comprehensive Plan has long since designated these properties as 'Mixed Use'. The project when completed, will no doubt result in a higher tax value then what was previously there and in turn positively affect property values around them.

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

Holly Springs has experienced rapid growth in recent years. Historically, this growth was predominately residential, however in the last three to five years, the town has seen commercial corridors established, especially along the Highway 55 bypass. This growth has led the town's long-term vision document, the Vision Holly Springs' Comprehensive Plan, to be tasked with finding an adequate balance which will allow the town to both maintain its small-

town character whilst working to diversify the tax base. Village Gate contributes to achieving this balance – by creating a predominately commercial development that will feature small town characteristics and will provide the town with an appropriately scaled non-residential development that will serve the surrounding community. The term "village atmosphere" is one that the town of Holly Springs uses often. Is a synonym of small-town charm, where buildings are designed with the residents in mind, rather than corporate expectations. The Community Business zoning district allows for a range of non-residential uses to adequately serve the surrounding community. Also, all commercial developments must also provide open space areas in the form of plazas, courtyards, and pocket parks and projects are encouraged by the ordinance to put these open space areas at intersections. Such areas are identified on the proposed Village Gate development plans, Tracts 2 and 3, and will create a sense of place and identity for Holly Springs. Can you imagine – as cars and pedestrians alike come to the intersection of Ralph Stephens and South Main Street they are greeted with these areas at the corners? This will create an opportunity of a sense of arrival that the town currently does not have in the southern area. The proposed development will also allow a walkable environment to take place. To the greatest extent possible, this project will connect sidewalk systems by constructing public sidewalks along its property frontage, on South Main Street. The project will be required to construct road improvements along their property frontage, that include bike lanes allow their project frontage, in turn, the project will also have bike racks conveniently positioned throughout the development to encourage bicycle traffic. All of these design elements contribute and compliment the character of the district and meet every intent of the Mixed Use Center designation of the Town's Comprehensive Plan.

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

To the greatest extent possible, the development is meeting all development standards. However, by pure definition a mixed use project does not conform to a particular standard so then how can the project itself? As a result, waivers have been submitted in conjunction with the request that speak to overall architecture. Variances have also been submitted which speak to the placement of buildings within the minimum and maximum building setbacks which do not take into account existing established access drives on tract 2 which must be connected to as well as overall premise of the Village Gate design which is to feature prominent developed open space at the intersection of South Main Street and Ralph Stephens Road. Additionally, transition zones were established well after the Village Gate rezoning and associated Developer's Agreement was being reviewed, which established the vision of the overall development and as a result a variance has been submitted for relief of this requirement. The intent of the development standards is being met in all cases as the alternatives presented reflect the same quality of traditional allowed materials and overall design intent of the Mixed Use Development Option standards.

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

All access drives and driveways have been designed to meet both Town and NCDOT spacing requirements for full-movement and limited access opportunities. The overall parking system was designed to result in a flow that would be easy for vehicles to navigate. Special attention was also paid to all turns and radii to ensure emergency vehicles could easily maneuver throughout the development. Additionally, internal pedestrian access walkways have also been provided adjacent to commercial entrances so that a safe and established path is present through parking areas.

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

To the maximum extent possible, off-street parking areas are situated behind the buildings to ensure both vehicular and pedestrian safety. An off-street loading area has also been placed adjacent to the Solaris mixed-us commercial building which is meant to provide an efficient manner to unload without disrupting vehicular flow through the development. All development tracts feature adequate dumpster corral facilities which meet all UDO screening and design requirements and have been located to allow for adequate ability for waste vehicles to safely maneuver to pick-up refuse.

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

All buildings constructed will meet all North Carolina Building Code requirements and be outfitted with smoke alarms, sprinkled throughout and so forth. All commercial spaces will be constructed with adequate restroom as well as cooking facilities if applicable. The pool will also meet all applicable County and State health and safety regulations prior to being operational.

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

Holly Springs has planned smartly for the rapid growth that is has been experiencing over the last several years. A water agreement is in place with Harnett county where the town is served by abundant water from the Cape Fear River – currently there is water to serve these properties in close proximity – within South Main Street and Ralph Stephens Road. With regards to sewer, the town has invested in its own wastewater treatment plant. The Town-owned and operated WRF facility presently has a total treatment capacity of 6.0 MGD, and in 2018 treated approximately 2.8 MGD. The Town has a permit to expand the treatment up to 8.0 MGD. Lowes/Wegman's is currently under construction and are planning to upgrade the Basal Creek

pump station, which will be serving this rezoning's future development uses. With that said, the submitted sewer analysis shows there are no sewer capacity issues to serve our proposed Village Gate request. Due to the infill location of this project, existing emergency response facilities are located within close proximity and no issues are perceived with regards to insufficient response time. The residential uses of this development are designed to accommodate seniors (to be located entirely on tract 1 as required in accordance with the approved rezoning) as well as empty nesters and young professionals (will be located on tract 3 within upper story residential within Solaris building) so it is expected that it will have little impact to schools when compared to a traditional single-family development. However, as required by the development review process, the Wake County notification form was filled out with regards to estimated bedroom breakdowns of apartment units and build out timeline so that the town can submit that to Wake County Public Schools and the school system can include the residential unit impact to their forecasting numbers. Additionally, there is already electricity in place along both South Main Street and Ralph Stephens Road. Also, there are several telecommunication services also installed to allow for a healthy market of choices for future businesses.

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

The buildings were placed on the development tracts with regards to both the overall intent of the Town's vision as well as to minimize any potential adverse impacts to nearby surrounding uses. As shown on proposed development plans Village Gate Tract 2 and Village Gate Tract 3, the largest, multi-story non-residential and mixed use buildings will be positioned at either side of the intersection of South Main Street and Ralph Stephens Road. These buildings' placement location allows for an apt southern gateway to take shape – where the emphasis is on the building design and active open space amenities situated at the corner rather than on vast amounts of vehicular parking. Additionally, tree save areas are located on the perimeter of the three development tracts, in addition to the perimeter buffer areas, this allows for adequate screening adjacent to surrounding properties.
The intersection of South Main Street and Piney Grove Wilbon Road is growing at a fast pace. Currently, Lightbridge Academy is under construction on the southwest portion, and The Hawthorne Apartments and Holly Springs Long Term Care round out the southeast portion. Adjacent to the subject parcels included in this rezoning request, Stephens Townhomes is preparing to break ground in late summer 2020. Once these adjacent projects are developed, coupled with our commercial uses, a mixed-use center truly begins to take shape. Residents from nearby Stephens Townes, The Hawthorne and The Exchange Apartments as well as Wildwood, we will able to walk to drop their child off to daycare or walk to work in a future professional office in our future development.

The proposed development will allow a walkable environment to take place. To the greatest extent possible, this project will connect sidewalk systems by constructing public sidewalks along its property frontage, on South Main Street. The project will be required to construct road improvements along their property frontage, that include bike lanes allow their project

frontage, in turn, the project will also have bike racks conveniently positioned throughout the development to encourage bicycle traffic.

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

Due to the distance from commercial buildings which are likely to feature restaurant uses as well as the public open space, it is unlikely that nearby neighborhoods will have any adverse impacts. Great attention will be given to hours of operation for any outdoor amenity activities not only to adjacent neighborhoods and uses but also to the residents of the on-site multifamily community. Obviously, the on-site multifamily residents will have to be okay with some of these activities and by choosing to reside in a mixed-use building and community acknowledge that it is possible that there will be off-peak activities within their development.

Part 2: Variance (20-VARTC-07) Findings of Fact Submitted By Petitioner

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

Response: Tract 2 contains over 60,000 total square feet of office uses, this is something that is not negotiable, as the approved developers' agreement associated with Village Gate stipulates such square footage. The reason behind this bufferyard reduction request is to provide as much off-street parking as possible. The master plan is already seeking a multitude of variance requests in an attempt to provide the maximum amount of parking, featuring variance requests relating to: front building setback reduction of 20' – from 50' to 30'; bufferyard width from 25' to 5' as well as reducing the off-street parking space requirement. The bufferyard requirement within commercial districts is appliable when property lines zoned commercial and residential are immediately adjacent to each other. The thought being that adjacent homes may need some extra buffer above and beyond if were located adjacent to another commercial lot. However, this bufferyard will not be directly adjacent to any developed residential uses. The presence of environmental features, as well as utility easements (please see associated development plan 20-DP-12 and 20-DP-)14), on both the subject development as well as the previously approved Stephens Townhomes, prove as such. This 25' bufferyard is simply unnecessary. Therefore, provide a 5' variable width bufferyard does nothing to endanger the adjacent property.

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

Response: As stated above, the presence of environmental features, as well as utility easements (please see associated development plan 20-DP-12), on both the subject development as well as the previously approved Stephens Townhomes, provide a natural buffer all on their own making the 25' bufferyard manufactured by the UDO redundant and therefore unnecessary.

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

Response: The property owner/developer is proposing every possible option available to attempt to mitigate the parking issues on-site. This bufferyard reduction will allow for the maximum amount of off-street parking to be present on-site.

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

Response: Specifically, this development will not only be unlike any other currently in Holly Springs and is also designed to utilize the acreage to the greatest extent possible whilst being a good neighbor. The building is oriented towards South Main Street to encourage pedestrian traffic as well as still allowing an urban streetscape to take shape, complete with street trees and public sidewalk allowing goals of the

ordinance, and substantial justice to be achieved. Additionally, further public comforts and convenience will be achieved by the public art park and associated café, which will be enjoyed by town residents for years to come. Most importantly, the overall Village Gate development – this is only one component - will provide a mix of uses that will improve the overall convenience and general welfare of the surrounding community: Professional offices; pre-school facility; ground floor commercial with upper story residential apartments which will include much needed workforce housing; as well as apartments dedicated strictly towards the under-served senior population – these uses truly meet and exceed all high community moral standards Holly Springs has set, all walks and stages of life can enjoy Village Gate!

VILLAGE GATE MASTER PLAN VARIANCE REQUEST: A-75 THOROUGHFARE BUFFER

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

Response: Through no fault of its own, the Village Gate master plan was submitted right after the town went through its first overhaul of the mixed use regulations since they were adopted in 2009. However, because the rezoning of Village Gate was submitted prior to the adoption of those revised mixed use regulations, the plan has the choice of adhering to either the original or updated mixed use regulations. Obviously, the Developers Agreement is based on meeting the original mixed use development requirements and as a result the developer has chosen to follow such requirements. However, it was always known that some requirements would not be able to be met due to existing site conditions and one of those requirements is the A-75 thoroughfare buffer requirement.

It is not hard to see why achieving the A-75 thoroughfare buffer is an issue - according to Exhibit 1, one will see the myriad of existing utility easements that makes installing the plant materials necessary to achieve the A-75 requirement impossible.

In addition, the intent of the mixed use development option is not conducive to providing thoroughfare planting materials. Buildings are encouraged to be placed as close to the street as possible, so long as they are outside of right-of-ways and sight distance triangles. Active open spaces are encouraged along streetscapes and at prominent interactions, and as a result, Village Gate has provided active open space amenity areas on tracts 1 and 2, located at the intersection of S. Main Street and Ralph Stephens Road.

Simply put, one cannot provide a thoroughfare buffer and create a pedestrian-friendly streetscape. Perhaps this is why the revised mixed use regulations eliminate this antiquated thoroughfare buffer requirement and require street trees – which is something this proposed master plan proposes.

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

Response: Certainly the limiting factors peculiar to the property is the overwhelming presence of utility and service lines (see attached deeded electric easement as well as exhibit 1 showing the presence of various utility easements) that make it impossible to install the A-75 thoroughfare buffer requirement.

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

Response: The property owner did not create all the utility easement locations and has little control of where utility tie-ins and easement locations are. Duke Energy is explicit in what plant materials they permit within its utility easments and it is not a lot. Likewise, it is also not good practice to locate plant materials within any town utility easements or private fiber optic locations.

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

Response: Specifically, this development will not only be unlike any other currently in Holly Springs and is also designed to utilize the acreage to the greatest extent possible whilst being a good neighbor. The building is oriented towards South Main Street to encourage pedestrian traffic as well as still allowing an urban streetscape to take shape, complete with street trees and public sidewalk allowing goals of the ordinance, and substantial justice to be achieved. Additionally, further public comforts and convenience will be achieved by the public art park and associated café, which will be enjoyed by town residents for years to come. Most importantly, the overall Village Gate development – this is only one component - will provide a mix of uses that will improve the overall convenience and general welfare of the surrounding community: Professional offices; pre-school facility; ground floor commercial with upper story residential apartments which will include much needed workforce housing; as well as apartments dedicated strictly towards the under-served senior population – these uses truly meet and exceed all high community moral standards Holly Springs has set, all walks and stages of life can enjoy Village Gate!

Part 4: Variance (20-VARTC-09) Findings of Fact Submitted By Petitioner

VILLAGE GATE MASTER PLAN VARIANCE REQUEST: PUV PERIMETER BUFFERYARD REDUCTION

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

Response: Tract 2 contains over 60,000 total square feet of office uses, this is something that is not negotiable, as the approved developers' agreement associated with Village Gate stipulates such square footage. The reason behind this bufferyard plant unit value (PUV) reduction request is to provide as much off-street parking as possible. The master plan seeks to provide the maximum amount of parking, and as a result, features variance requests relating to the reduction of bufferyard width from 25' to 5' The perimeter bufferyard planting requirement of C-150 within commercial districts is applicable when property lines zoned commercial and residential are immediately adjacent to each other. The thought being that adjacent homes may need some extra buffer above and beyond if were located adjacent to another commercial lot. However, this perimeter bufferyard will not be adjacent to any developed residential uses. The presence of environmental features, as well as utility easements (please see associated development plan 20-DP-12), on both the subject development as well as the previously approved Stephens Townhomes, prove as such. This PUV bufferyard is simply unnecessary. Therefore, providing a C-55 PUV bufferyard does nothing to endanger the adjacent property, and will feature all evergreens planted a minimum height of six feet.

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

Response: As stated above, the presence of environmental features, as well as utility easements (please see associated development plan 20-DP-12), on both the subject development as well as the previously approved Stephens Townhomes, provide a natural buffer all on their own making the C-150 bufferyard manufactured by the UDO redundant and therefore unnecessary.

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

Response: The property owner/developer is proposing every possible option available to attempt to mitigate the parking issues on-site. This bufferyard planting reduction will allow for the maximum amount of off-street parking to be present on-site and the plants planted to flourish and have adequate planting space.

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

Response: Specifically, this development will not only be unlike any other currently in Holly Springs and is also designed to utilize the acreage to the greatest extent possible whilst being a good neighbor. The

building is oriented towards South Main Street to encourage pedestrian traffic as well as still allowing an urban streetscape to take shape, complete with street trees and public sidewalk allowing goals of the ordinance, and substantial justice to be achieved. Additionally, further public comforts and convenience will be achieved by the public art park and associated café, which will be enjoyed by town residents for years to come. Most importantly, the overall Village Gate development – this is only one component - will provide a mix of uses that will improve the overall convenience and general welfare of the surrounding community: Professional offices; pre-school facility; ground floor commercial with upper story residential apartments which will include much needed workforce housing; as well as apartments dedicated strictly towards the under-served senior population – these uses truly meet and exceed all high community moral standards Holly Springs has set, all walks and stages of life can enjoy Village Gate!

Part 5: Variance (20-VARTC-10) Findings of Fact Submitted By Petitioner

VILLAGE GATE MASTER PLAN VARIANCE REQUEST: LOADING SPACE SIZE REDUCTION (TRACT 3)

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

Response: The UDO's off-street loading requirements are geared toward industrial and typical integrated (shopping) center type development. It makes sense for those aforementioned uses to have the need for off-street loading requirements as they can have the expansive need for the transfer of goods and services, equipped for traditional loading dock areas. However, mixed use buildings, with only neighborhood scale ground floor commercial does not share this same need. In contrast, a pull-off loading space, adequately striped and located outside of active traffic drive-aisles will suffice. Tract 3 will propose a 9' by 91' pull-off loading space.

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

Response: As stated elsewhere, the presence of environmental features, as well as utility easements (please see associated development plan 20-DP-12), make every utilization on this site to require thoughtful consideration. Also, there will be no big-box or anchor tenant on the ground floor commercial square footage. There is not a need to require a typical off-street loading space dimension on-site, therefore, a minimum pull-off loading space of 9' x 91' is provided and will accommodate a standard UPS, FED-EX, Amazon or other box truck.

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

Response: The property owner/developer is proposing every possible option available to attempt to mitigate the parking issues on-site and still meet the developers' agreement minimum square footage and residential unit allocations for tract 3. The proposed use on the subject property does not require a typical loading space size, therefore, the limited space availability is better utilized to meet off-street parking requirements and still meet off-loading needs to perspective tenants.

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

Response: Specifically, this development will not only be unlike any other currently in Holly Springs and is also designed to utilize the acreage to the greatest extent possible whilst being a good neighbor. The building is oriented towards South Main Street to encourage pedestrian traffic as well as still allowing an urban streetscape to take shape, complete with street trees and public sidewalk allowing goals of the ordinance, and substantial justice to be achieved. Additionally, further public comforts and convenience will be achieved by the public art park and associated café, which will be enjoyed by town residents for years to come. Most importantly, the overall Village Gate development – this is only one component - will provide a mix of uses that will improve the overall convenience and general welfare of the surrounding community: Professional offices; pre-school facility; ground floor commercial with upper story residential apartments which will include much needed workforce housing; as well as apartments dedicated strictly towards the under-served senior population – these uses truly meet and exceed all high community moral standards Holly Springs has set, all walks and stages of life can enjoy Village Gate!

Part 6: Waiver of Regulations of UDO Section 7.01 J. Required Tree Preservation Requirements (20-WAV-18) Findings of Fact Submitted By Petitioner

VILLAGE GATE MASTER PLAN WAIVER REQUEST: TREE PRESERVATION

1) The proposed development represents an innovative solution for tree preservation, which will enhance the use or value of area properties beyond the enhancement that would otherwise occur under the strict application of the Required Tree Protection requirements; or,

The strict application of the terms of the require tree protection requirements represents an unusual or unnecessary hardship when applied to the proposed development.

Response: The Village Gate project is unique in its scope and character and as such, the tree preservation plan is as well. The parcels that make up Village Gate is not virgin land. It has been cleared and used for farming for many years until recently and has also been a basis for private suburban residences. As a result, large swaths of tree stands are not prevalent, this fact represents a hardship not caused by the developer's actions and therefore a waiver of tree preservation requirements is necessary.

2) The granting of a waiver will not cause negative impacts on the environment;

Response: Tree Preservation Tract 1

The proposed tree preservation areas for Tract 1 are in 2 large swaths that abut the Stephen's Tract tree preservation area to the west, and a natural tree stand and preserved area from the Village Walk development to the north. The rest of the site is largely devoid of trees, except for various trees planted by the current resident.

The intent of the tree preservation plan for Tract 1 is to preserve naturally occurring stands to the west and north and a contiguous area adjacent to allow for natural succession to occur in this area and to supplement with the addition of landscaping to meet the perimeter yard requirement to provide the necessary screening of adjacent properties based on their use.

Tree Preservation Tract 2

Tract 2 has the most significant tree stand on the property, with the portion being preserved a continuation of the preservation area from the adjacent Stephen's Tract project to the east, and a small but contiguous portion of the northern perimeter yard.

The preservation area here seeks to preserve a significant tree stand along with supplementing this with perimeter yard landscaping to provide an opaque screen of the adjacent property.

Tree Preservation Tract 3

Tract 3 devoid of any significant vegetation as it is an old field. The only area that meets the criteria for Tree Preservation is the wetland area, which is being preserved along with a large swath of area adjacent to this environmentally sensitive area. This area will be utilized to relocate the perimeter yard landscaping that would otherwise be located in the wetland area, or various easements. This, in effect, is providing new vegetation to fill out this area and provide room for the natural vegetation on the adjacent properties to expand as a natural, edge habitat would.

In summary, Village Gate proposes to use a combination of Significant Tree Stands and the Preservation of Environmentally Sensitive Areas and adjacent areas to meet the 10% land area requirement for Tree Preservation. All areas identified as tree preservation either abut or are contiguous with a significant tree stand, and areas that are devoid of vegetation will be vegetated, utilizing an alternate landscape plan or otherwise, by perimeter yard landscaping. This meets the intent to preserve natural open space and reduces the visual impacts of the development on surrounding properties.

3) The proposed development is consistent with the intent of the Comprehensive Plan; and,

Response: As part of the Future Land Use and Community Character section of the Comprehensive Plan, there is also a Future Land Use Map which places specific land use designations on specific parcels, guiding current property owners and developers on what the town's vision is.

The Comprehensive Plan designates these subject parcels as 'Mixed-Use Center'. The Plan states that:

A Mixed-Use Center offers the opportunity to serve broader economic, entertainment, and housing needs in the community. Land uses and buildings on small blocks in the core may stand three or more stories tall and encourage active public spaces between the buildings. Residential units or office space are found above storefronts. Homes surrounding the core offer several choices to live and experience the center. Parking is satisfied using on-street parking, structured parking, and shared rear-lot parking strategies. The compact, walkable environment and mix of residential and non-residential uses in the center supports multiple modes of transportation, including the potential for transit-oriented development if-when a decision is made to invest in premium transit along the NC 55 corridor.

The intersection of South Main Street and Piney Grove Wilbon Road is growing at a fast pace. Currently, Lightbridge Academy is under construction on the southwest portion, and The Hawthorne Apartments and Holly Springs Long Term Care round out the southeast portion. Adjacent to the subject parcels included in this rezoning request, Stephens Townhomes is preparing to break ground in Fall 2020. Once these adjacent projects are developed, coupled with our commercial uses, a mixed-use center truly begins to take shape. Residents from nearby Stephens Townes, The Hawthorne and The Exchange Apartments as well as Wildwood, we will able to walk to drop their child off to daycare or walk to work to our future development as well as have access to nearby appropriately-scaled commercial goods and services.

4) The proposed development is consistent with the intent and purposed of this UDO.

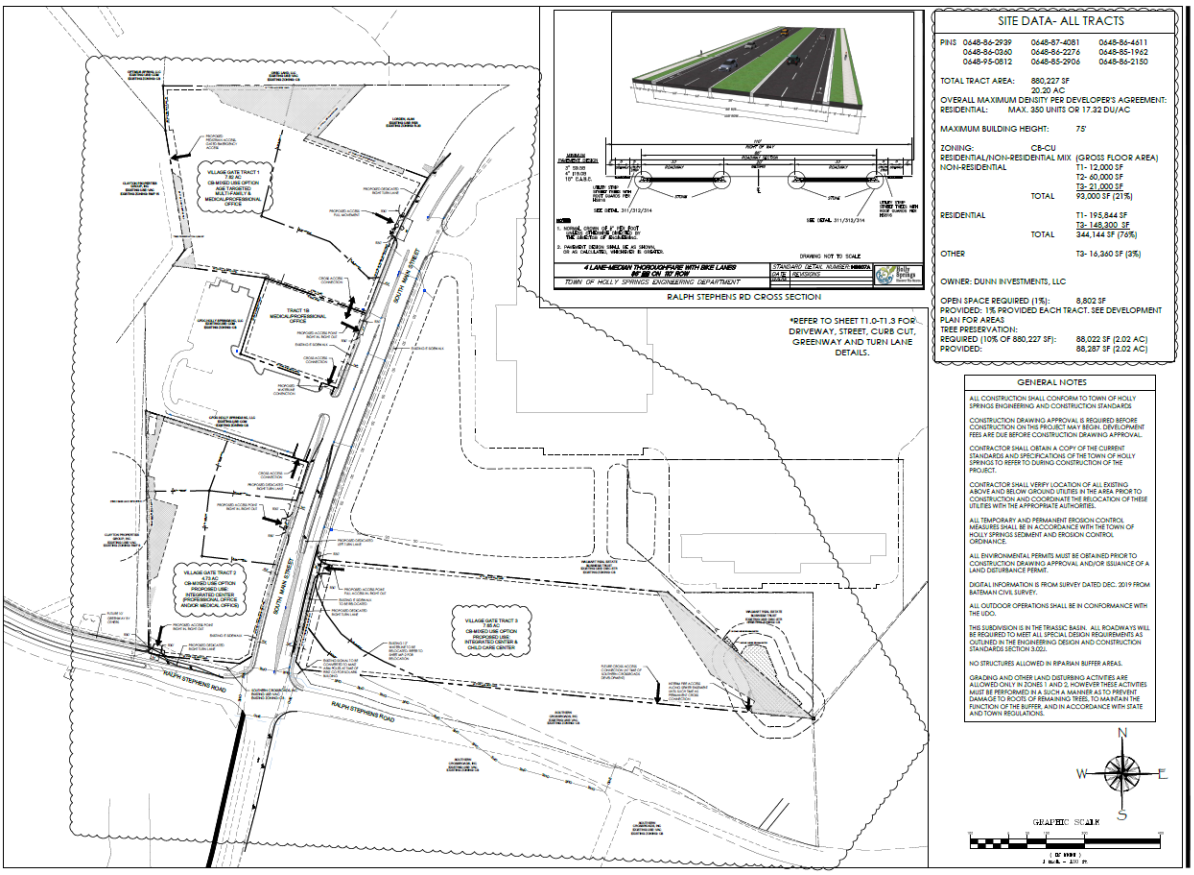
Response:

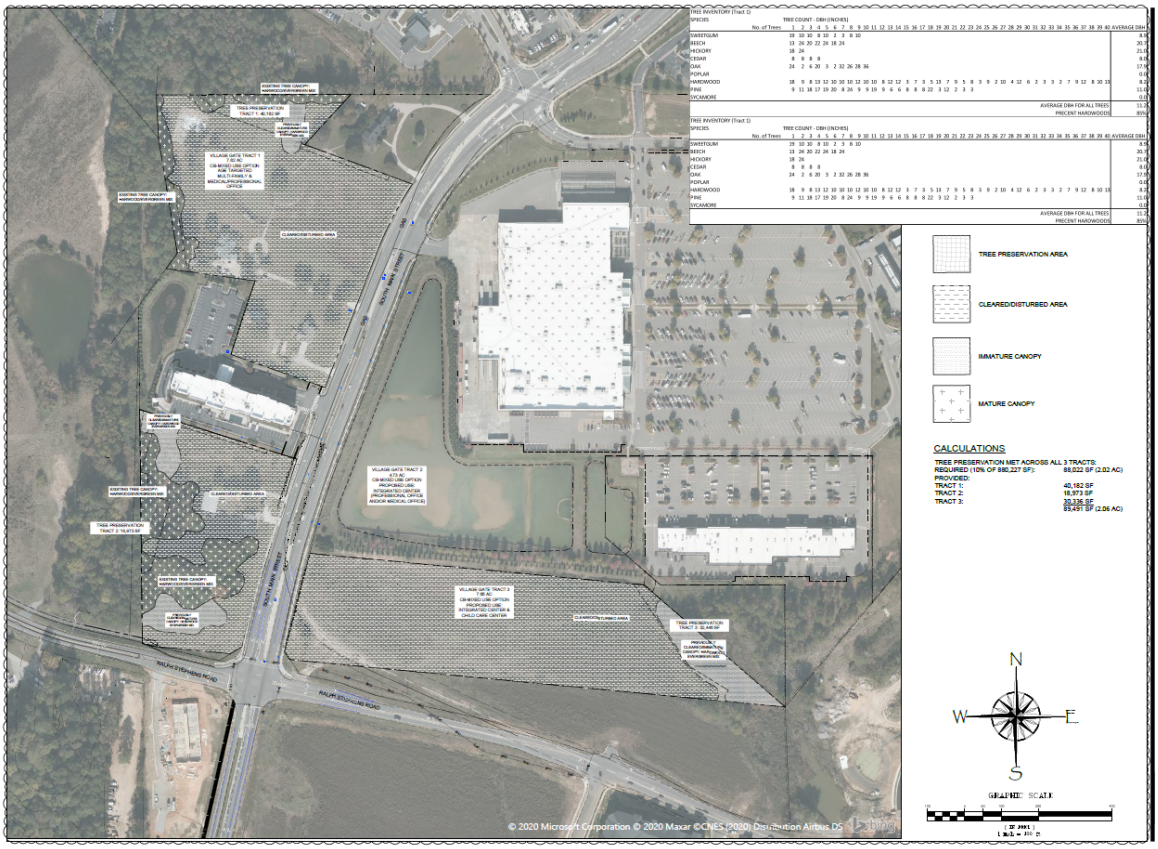
The intent of Tree Preservation, as described in the UDO Section 7.01.J, is to 'protect the unique natural character of Holly Springs, to preserve the integrity of the forest canopy, to promote the preservation of natural open space, to protect native plant and animal species, and to reduce the environmental and visual impacts of development by preserving specimen trees, native hardwood forest stands, and ecologically significant landscapes, tree preservation is required for all residential and commercial projects.'

The Village Gate Master Plan Tree Preservation Plan demonstrates how the development intends to meet this intent. The plan sets aside slightly greater than the required 10% area, which is distributed almost evenly between the three tracts. The plan prioritizes saving trees that abut large wooded areas on adjacent properties and are parts of natural tree stands, or are contiguous with those areas, and environmentally sensitive areas that do not have any significant vegetation to be preserved, but preserve habitat and natural open space.

RESOLUTION EXHIBIT B

SITE PLAN





RESOLUTION EXHIBIT C

TOWN COUNCIL'S FINDINGS OF FACT

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

The Town Council made the following additional findings:

Part 1: Special Exception Use (20-SEU-09)

X No additional findings

Part 2: Variance (20-VARTC-07)

X No additional findings

Part 3: Variance (20-VARTC-08)

X No additional findings

Part 4: Variance (20-VARTC-09)

X No additional findings

Part 5: Variance (20-VARTC-10)

X No additional findings

Part 6: Waiver of Regulations of UDO Section 7.01 J. Required Tree Preservation Requirements (20-WAV-18)

X No additional findings

RESOLUTION EXHIBIT D

CONDITIONS OF APPROVAL

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

Part 1: Special Exception Use (20-SEU-09)

1. All operations must adhere to the evidence submitted by the applicant as stated in the findings of fact submitted and those findings of fact specified by the Town Council in conjunction with 20-SEU-09.

Part 2: Variance (20-VARTC-07)

1. This Variance shall only apply to 20-MAS-03 Village Gate

Part 3: Variance (20-VARTC-08)

1. This Variance shall only apply to 20-MAS-03 Village Gate

Part 4: Variance (20-VARTC-09)

1. This Variance shall only apply to 20-MAS-03 Village Gate

Part 5: Variance (20-VARTC-10)

1. This Variance shall only apply to 20-MAS-03 Village Gate

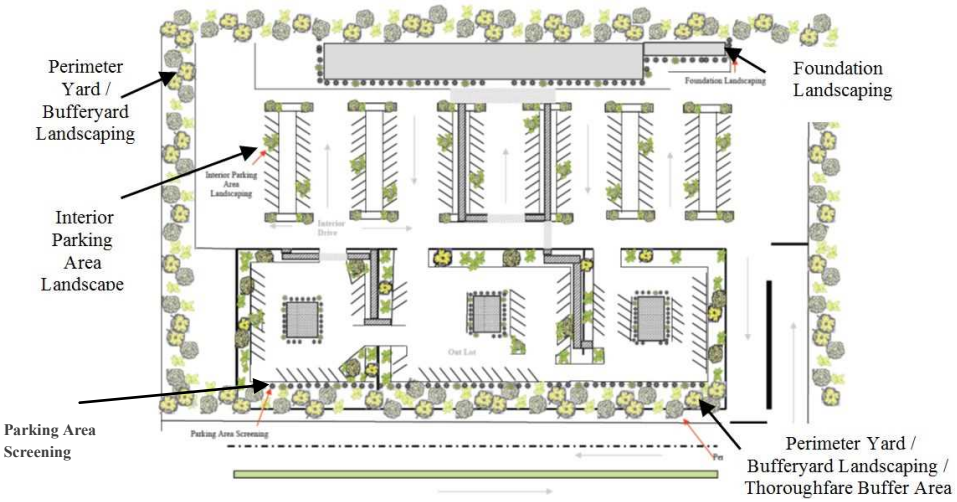
Part 6: Waiver of Regulations of UDO Section 7.01 J. Required Tree Preservation Requirements (20-WAV-18)

1. This waiver shall only apply to 20-MAS-03 Village Gate

Landscaping Guide

Required landscaping includes:

1. landscaping of perimeter yards or bufferyards
2. foundation landscaping
3. interior parking area landscaping
4. parking area screening.

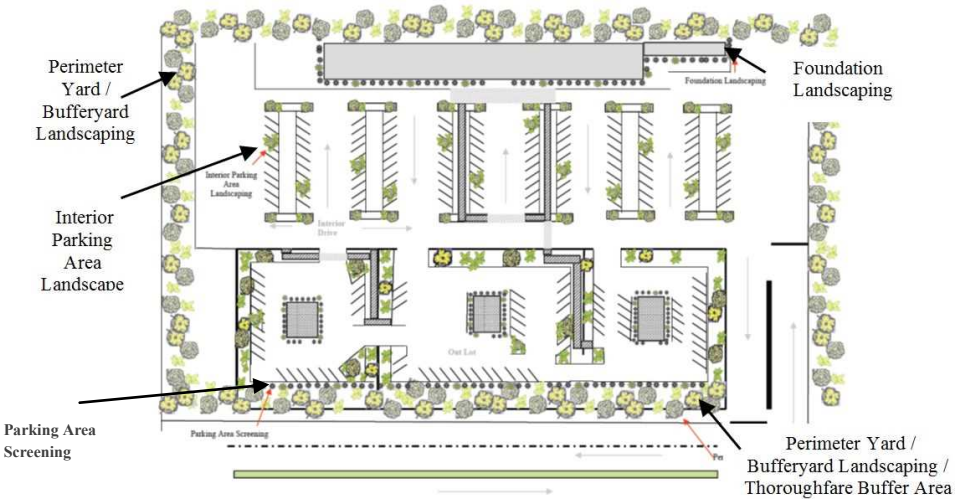


Perimeter Landscape Yard:	The planted area consisting of trees and shrubs, groundcover, or turf, which borders a project area on all sides.
Bufferyard:	A yard of a non residential land use on a lot which faces or abuts a residential district.
Foundation Landscaping:	Landscaping installed along or in relation to the perimeter foundation of a building or structure.
Interior Parking Area Landscaping:	1 interior landscape island for every 10 parking spaces which contains at least 1 tree and 4 shrubs.
Parking Area Screening:	A compact row of shrubs/hedge plants, fence, well, or berm to screen headlights when facing or abutting a residential district or street.

Landscaping Guide

Required landscaping includes:

1. landscaping of perimeter yards or bufferyards
2. foundation landscaping
3. interior parking area landscaping
4. parking area screening.



Perimeter Landscape Yard:	The planted area consisting of trees and shrubs, groundcover, or turf, which borders a project area on all sides.
Bufferyard:	A yard of a non residential land use on a lot which faces or abuts a residential district.
Foundation Landscaping:	Landscaping installed along or in relation to the perimeter foundation of a building or structure.
Interior Parking Area Landscaping:	1 interior landscape island for every 10 parking spaces which contains at least 1 tree and 4 shrubs.
Parking Area Screening:	A compact row of shrubs/hedge plants, fence, well, or berm to screen headlights when facing or abutting a residential district or street.

Perimeter Yard and Bufferyard Landscaping Types

Type A: Open



Intended for use on lots where the district of the abutting lots includes permitted uses with similar intensities, lights, sounds and regular operations and would have minimal, if any, negative impact on adjacent properties. The majority of the landscape materials are a large deciduous tree variety.

Type B: Semi-Opaque



Intended to create a partial visual and sound barrier. Intended for use on lots where the district of the abutting lots includes permitted uses that may be similar in land use intensity, but may still contain lights, sounds and regular operations which may adversely impact adjacent properties. Has a mixture of plant materials with sufficient evergreen content to provide some year-round buffering.

Type C: Opaque



Intended to create a substantial visual barrier and provide a sound barrier effect. Intended to be placed on lots in higher intensity districts which abut lots located in lesser intense districts that may be adversely impacted by the lights, sounds and regular operations of the higher intensity district. Requires significant use of evergreen varieties to provide year-round buffering accented with deciduous trees or shrubs/hedge plants.

Perimeter Yard and Bufferyard Landscaping Types

Type A: Open



Intended for use on lots where the district of the abutting lots includes permitted uses with similar intensities, lights, sounds and regular operations and would have minimal, if any, negative impact on adjacent properties. The majority of the landscape materials are a large deciduous tree variety.

Type B: Semi-Opaque



Intended to create a partial visual and sound barrier. Intended for use on lots where the district of the abutting lots includes permitted uses that may be similar in land use intensity, but may still contain lights, sounds and regular operations which may adversely impact adjacent properties. Has a mixture of plant materials with sufficient evergreen content to provide some year-round buffering.

Type C: Opaque



Intended to create a substantial visual barrier and provide a sound barrier effect. Intended to be placed on lots in higher intensity districts which abut lots located in lesser intense districts that may be adversely impacted by the lights, sounds and regular operations of the higher intensity district. Requires significant use of evergreen varieties to provide year-round buffering accented with deciduous trees or shrubs/hedge plants.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Public Hearings
Title: 348 W Earp Street Special Exception Use 20-SEU-08 - Quasi-Judicial Hearing
Strategic Priority Area: Responsible & Balanced Growth
Staff Resource: Cheryl Caines, Development Services, Rachel Jones, Development Services

Action(s):

1. Conduct Quasi-Judicial Public Hearing to consider a Special Exception Use (SEU) to allow for one (1) single family dwelling within the adopted Village District Area Plan boundary as indicated in the Comprehensive Plan, in the R-15 District.
2. Adopt Resolution 20-41 to make and accept the Findings of Fact for consideration of and to approve SEU.
3. Approve/deny/defer Development Plan for 348 W Earp Street with the conditions stated in the attachment.

Explanation:

- A Special Exception Use (SEU) is a Permitted Use within a specific zoning district that may not necessarily fit in with the surrounding areas and uses and is subject to further review. Applicants requesting an SEU must be able to demonstrate that all required Findings of Fact are being met.
- The Town Council, through the public hearing and sworn testimony, must be able to make findings that these facts will be met and/or adhered to as part of the motion. If the Town Council determines that a Fact cannot be met or adhered to, then the Special Exception should be denied.
- The applicant is requesting SEU approval for one (1) single family dwelling located at 348 W Earp Street.
- Since the parcel is zoned R-15 Residential and is located within the boundaries of the Village District Area Plan, an SEU is required to evaluate the appropriateness of a single family home at this location.

Background:

- In December 2015, the Town Council adopted an amendment to the Unified Development Ordinance (UDO) regarding future land uses and appropriate residential densities in the Town's Village District. Many of the residential lots within the Village District were platted in the early 1900's and do not meet the lot standards required by the UDO. New single family homes in the R-10 and R-15 residential zoning districts are required to obtain approval through the Special Exception Use (SEU) process so that the development of the parcel can be evaluated through the SEU findings of fact to ensure the development is appropriate for the neighborhood.
- This parcel was platted in 1885. It is considered a nonconforming lot because it does not

meet the minimum dimensional standards.

Planning Board Recommendation

The Planning Board discussed the proposed development on 10/27/2020. No issues or concerns were noted.

The Planning Board recommended that the Town Council approve Special Exception Use 20-SEU-08 (8-0).

Conditions

1. All operations must adhere to the evidence submitted by the applicant as stated in the findings of fact submitted and those findings of fact specified by the Town Council in conjunction with 20-SEU-08.
2. Minor modifications to the height, bulk, orientation of the structure on the lot, location of the structure on the lot and site design may be authorized by the Director of Development Services. If the Director determines that the proposed minor modifications are of such a nature as to adversely impact the purpose or intent of this approval, the petitioner shall be required to file a new petition for Special Use approval.
3. This project will be required to meet the Town of Holly Springs NPDES Ph. II Post Construction Stormwater Ordinance.
4. A land disturbance permit will be required for this project.
5. The following items must be addressed prior to construction drawing approval and/or issuance of a land disturbance permit:
    a. Right-of-way dedication in the form of a recorded plat.
    b. All environmental permits must be obtained for the entire project.

Funding Source(s):

N/A

Attachment(s):

1. 348WEarpSt20SEU08_PB Report & Plans
2. 348WEarpSt20SEU08_Conditions
3. Resolution 20-41 Findings of Fact SEU 348 W Earp

Town *of* Holly Springs
Staff Report to the Planning Board

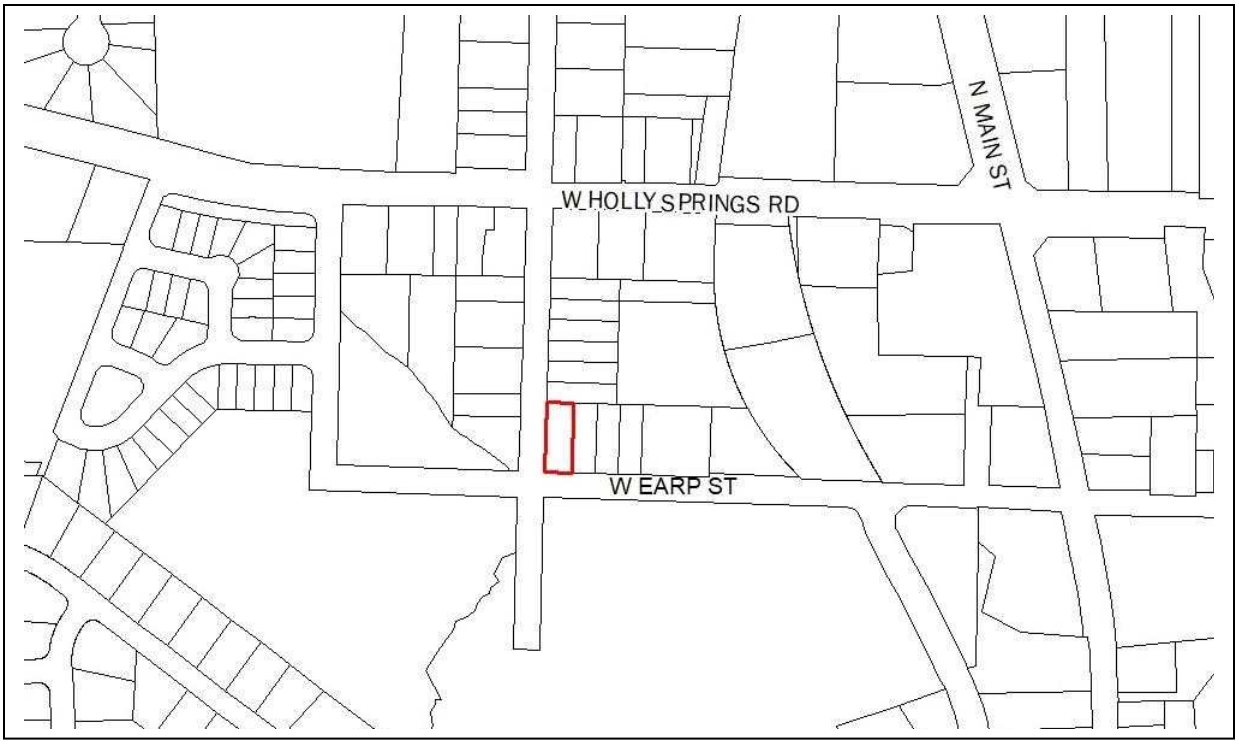
REQUEST FOR SPECIAL EXCEPTION USE
348 W Earp St.
20-SEU-08

PETITIONER(S):
Randall L. Miller
Thompson & Associates
1149 Executive Cir., Suite D2
Cary, NC 27511

DEVELOPER(S):
Jason Brown
Starcraft Builders, Inc.
4928 Linksland Dr.
Holly Springs, NC 27540

OWNER(S):
Jason Brown
Starcraft Builders, Inc.
4928 Linksland Dr.
Holly Springs, NC 27540

LOCATION:



[**X**] Within Corporate Limits of Holly Springs [ ] Within Holly Springs ETJ [ ] Annexation Pending

ANTICIPATED REVIEW SCHEDULE:

Planning Board:	October 27, 2020
Town Council Public Hearing & Action:	November 17, 2020

STAFF CONTACTS: Cheryl Caines, Planner II
Rachel Jones, Development Review Engineer

ATTACHMENTS:

Petitioner's Response to the Special Exception Use Petition Findings of Fact
Preliminary Plot Plan and Elevations

PARCEL INFORMATION

OWNER	PARCEL #	ZONING	AREA
Starcraft Builders, Inc.	0649822850	R-15 Residential	0.19
		TOTAL	**0.19 Acres**

ADJACENT PROPERTY SITE DATA

	ZONING	EXISTING LAND USE
Subject Property	R-15 Residential	Vacant
North	R-15 Residential	Vacant
South	R-15 Residential	Vacant
East	R-15 Residential	Vacant
West	R-15 Residential	Single-family Dwellings

PROPERTY HISTORY

Subdivision History
Project Number: N/A
Description: Sudivision of land
Recorded: 1885

SPECIAL EXCEPTION USE

Request to allow for a Special Exception Use as specified in Unified Development Ordinance Section 2.03 R-15 Residential District to allow for one (1) single-family dwelling within the Village District Area Plan boundary, as indicated in the Comprehensive Plan, in the R-15 District at the property located at 348 W Earp Street, Wake County PIN 0649822850.

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

a. The proposed use will not be injurious to the public health, safety, comfort, community moral standards, convenience or general welfare;
b. The proposed use will not injure or adversely affect the adjacent area;
c. The proposed use will be consistent with the character of the district, land uses authorized therein, and the Town of Holly Springs Comprehensive Plan;
d. The proposed use shall conform to all development standards of the applicable district (unless a waiver of such development standards is requested as part of the special exception use petition and approved as set forth above, in which case the proposed use shall conform to the terms and conditions of such waiver).
e. Access drives or driveways are or will be sufficient in size and properly located to: ensure automotive and pedestrian safety and convenience, traffic flow as set forth in Section 7.09 – Pedestrian Circulation and Vehicular Area Design; and, control and access in case of fire or other emergency;

f. Off-street parking areas, off-street loading areas, trash enclosures, trash pick-up and removal, and other service areas are located so as to be safe, convenient, allow for access in case of emergency, and to minimize economic, glare, odor, and other impacts on adjoining properties and properties in the general neighborhood;
g. The lot, building or structure proposed for the use has adequate restroom facilities, cooking facilities, safety equipment (smoke alarms, floatation devices, etc.), or any other service or equipment necessary to provide for the needs of those persons whom may work at, visit or own property nearby to the proposed use;
h. Utilities, schools, fire, police and other necessary public and private facilities and services will be adequate to handle the needs of the proposed use;
i. The location and arrangement of the use on the site, screening, buffering, landscaping, and pedestrian ways harmonize with adjoining properties and the general area and minimize adverse impacts; and,
j. The type, size, and intensity of the proposed use (including but not limited to such considerations as the hours of operation and numbers of people who are likely to utilize or be attracted to the use) will not have significant adverse impacts on adjoining properties or the neighborhood.

STAFF ANALYSIS

PROJECT OVERVIEW

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

In December of 2015, the Town Council adopted an amendment to the Unified Development Ordinance (UDO) regarding future land uses and appropriate residential densities in the Town's Village District. Many of the residential lots within the Village District were platted in the early 1900's and do not meet the lot standards required by the UDO. New single-family homes in the R-15 residential zoning district are required to obtain approval through the Special Exception Use process so that the development of that parcel can be evaluated through the Special Exception Use findings of fact to ensure that it is appropriate for the neighborhood.

The applicant is requesting Special Exception Use approval for one single-family dwelling located at 348 W Earp Street. Since the parcel is zoned R-15 Residential and is located within the boundaries of the Village District Area Plan, a Special Exception Use is required to evaluate the appropriateness of a single-family home in this location.

PLANNING & ZONING

Vision Holly Springs Comprehensive Plan

Future Land Use: The Future Land Use Map has this property as Downtown Village District which will function as a destination for visitors and residents. Residential neighborhoods in the Downtown Village District should offer a range of housing choices for residents. Preserving the character of existing homes is also a high priority in this area. New or improved parks, plazas, streets or other public spaces in the neighborhoods are important elements for unifying neighborhood character and making connections with the district.

Specific Recommendations that apply to this request include:
Future Land Use

FLU-5 Encourage infill development & redevelopment inside town limits

Community Character

CC-2 Provide attention to building transitions
CC-8 Increase Walkability

Village District Area Plan

The property is located within the Village District Area Plan (VDAP) and is designated as Park and Open Space. This category is intended to identify areas that wound ensure a system of parks, trails and open spaces adequate for a wide varied of active and passive leisure pursuits, contributing to the quality of life within the Town.

Village District Area Plan Objectives that apply to this request include:

LU-1. a. Encourage residential uses as depicted on the Plan. These uses include:

- Single-family Residential in the form of patio homes or zero lot lines with a density of four to five dwelling units per acre.
- Mixed Residential development, including a variety of housing types within a single project (i.e. condo, patio homes, attached and detached, etc.)
- Attached Residential in the form of apartments, townhomes, and condos IDR-1. Allow increases in density in existing residential neighborhoods.

SPECIAL EXCEPTION USE

The applicant is requesting a Special Exception Use approval for one single-family dwelling located at 348 W Earp Street. Since the parcel is zoned R-15 Residential and is located within the boundaries of the Village District Area Plan, a Special Exception Use is required to evaluate the appropriateness of a single-family home in this location.

Special Exception Use Analysis

All development standards have been met based on the exhibits submitted by the applicant. Adjacent properties in the area are accessed by private driveways and provide private garages or parking pads to the front or side of the dwelling units. The proposed height, bulk, orientation of the structure on the lot, and the location of the structure on the lot is consistent and compatible with the single-family residential development patterns on nearby properties.

Development Standards & Architectural and Site Design Requirements

Gross Density/Lot Area/Lot Size:

Current Lot Size: 0.19 Acres

Setbacks:

Required Setbacks

Front: 20 feet
Side: 7 feet
Rear: 25 feet

Proposed Setbacks to Primary Structure

Front: 20 feet, 20 feet (corner lot)
Side: 13.8 ± feet
Rear: 64.3 ± feet

Building Height

Maximum Allowed: 35 feet
Proposed: 22 ± feet

Gross Floor Area

Proposed: 2,289 square feet home; 400 square feet garage

Parking and Loading

Required: 2 off-street spaces per dwelling unit
Proposed: 2 car garage

Accessory Structures

The applicant has proposed one accessory structure, a detached garage. It does not exceed 50% of the finished floor area of the primary building and is not located between the front building line and the front lot line.

Fences:

There is no fence proposed with this project. If at any time a fence is proposed, it must be in compliance with UDO Section 2.08 General Regulations for Residential Districts.

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

There are no specific architectural requirements for single family dwellings which are not located within a Development Options neighborhood.

In accordance with NC General Statutes, the Town cannot require single-family dwellings to comply with any architectural design standards unless agreed to by the property owner. This includes:

1. exterior building color;
2. type or style of exterior cladding material;
3. style or materials of roofs or porches;
4. exterior nonstructural architectural ornamentation;
5. location or architectural styling of windows and doors, including garage doors;
6. location of rooms; and
7. interior layout of rooms.

Building Orientation

The proposed building will be oriented towards and will be accessed with a private driveway from Blalock Street.

Tree Preservation

Projects or subdivisions within the adopted Village District Area Plan boundary as indicated in the Comprehensive Plan are not subject to the tree preservation area requirements. However: (1) The removal of any tree twenty (20) inches or greater Diameter at breast height (DBH) must be approved by the Town Council or their designee.

The applicant has indicated on the site plan that the site does not currently contain any existing qualifying trees.

ENGINEERING

Water Service:

This project will be served by a new water service connection to the existing 6” waterline in Blalock Street.

Sewer Service:
This project will be served by a new sewer service connection to the existing 8" gravity sewer main in Earp Street.

Transportation:
Right-of-way will be dedicated across the property frontage on Blalock Street and Earp Street in accordance with the Comprehensive Transportation Plan and the Engineering Design & Construction Standards. New 5' sidewalk will be constructed across the property frontage on Blalock Street and Earp Street.

Environmental:
This project will be required to meet the Town of Holly Springs NPDES Ph. II Post Construction Stormwater Ordinance.

STAFF RECOMMENDATION TO THE PLANNING BOARD

Staff has reviewed the requested Special Exception Use Petition and has found that the Petition as submitted and presented to the Planning Board complies with the minimum requirements as specified in Town adopted land development policies and ordinances.

SUGGESTED MOTION:
Motion to recommend that the Town Council approve/deny Special Exception Use #20-SEU-08 as specified in Unified Development Ordinance Section 2.03 R-15 Residential District to allow for (1) single family dwelling within the adopted Village District Area Plan boundary as indicated in the Comprehensive Plan, in the R-15 District at the property located at 348 W Earp Street, Wake County PIN 0649822850, as submitted by Thompson & Associates with the following conditions:

1. **All operations must adhere to the evidence submitted by the applicant as stated in the findings of fact submitted and those findings of fact specified by the Town Council in conjunction with 20-SEU-08.**
2. **Minor modifications to the height, bulk, orientation of the structure on the lot, location of the structure on the lot, and site design may be authorized by the Director of Planning & Zoning. If the Director determines that the proposed minor modifications are of such a nature as to adversely impact the purpose or intent of this approval, the petitioner shall be required to file a new petition for Special Exception Use approval.**
3. **This project will be required to meet the Town of Holly Springs NPDES Ph. II Post Construction Stormwater Ordinance.**
4. **A land disturbance permit will be required for this project.**
5. **The following items must be addressed prior to construction drawing approval and/or issuance of a land disturbance permit:**
   a. Right-of-way dedication in the form of a recorded plat.
   b. All environmental permits must be obtained for the entire project.

TOWN OF HOLLY SPRINGS

DPM Appendix #A.04
Supplement #15
December 2018

DEVELOPMENT PETITION

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

Petition Type:

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

☐ **Preliminary Plan- Major Subdivision**
- ☐ New ☐ Major Amendment ☐ Minor Amendment*

☑ **Development Plan** (check all that apply)
- ☑ New ☐ Major Amendment ☐ Minor Amendment*
- ☐ Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
- ☐ Non-Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
- ☐ Multifamily
- ☐ Residential Development Options or Infill Development Options

☑ **Special Exception Use**
- ☑ New ☐ Family Child Care Home

** Specify purpose of amendment on Certificate of Plan Revisions*

For DPZ Use only
Project # _____
Fees Paid: $ _____
Date Received:

☐ Initial ☐ Revised ☐ Final

Project Information:

Project Name: 348 W. EARP STREET

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

PUD/Master Plan/Subdivision N/A Shopping Center/Lot# N/A

Project Location: 348 W. EARP STREET
Use street address. If none, use the closest intersection

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

PIN: 0649-82-2850 Real Estate ID: 0006522

Project Acreage (rounded to nearest tenth): 0.19 AC Partial Parcel: ☑ No ☐ Yes (additional fee)

Current Zoning: R-15 Proposed Use (see UDO Primary Use List): SINGLE FAMILY RESIDENCE

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

Waivers Requested: ☑ No ☐ Yes- Specify UDO Section Number(s): _____
If yes, complete and attach appropriate Waiver Petition(s) from Waiver Packet

Scoping Meeting Date: MAY 14, 2020 Concept Meeting Date: MAY 14, 2020

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

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

Project Applicant/Contact

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

Name RANDALL L. MILLER Company THOMPSON & ASSOCIATES
Mailing Address 1149 EXECUTIVE CIRCLE SUITE D2
City CARY State NC Zip 27511
Telephone # (919) 465-1566 E-Mail miller.pce att.net
How would you like to receive staff review comments? ☑ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☑ E-Mail ☐ US Mail- Certified

Design Professional if different than Applicant/Contact SAME AS ABOVE

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

Developer

Name JASON BROWN Company STARCRAFT BUILDERS
Mailing Address 4928 LINKSLAND DRIVE
City HOLLY SPRINGS State NC Zip 27540
Telephone # (919) 369-1228 E-Mail Jason@starcraftbuilders.com
How would you like to receive staff review comments? ☑ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☑ E-Mail ☐ US Mail- Certified

Architect N/A

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

Landscape Architect N/A

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

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

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

Property Owner - *Required*

Name JASON BROWN Company STARCRAFT BUILDERS
Mailing Address 4928 LINKSLAND DRIVE
City HOLLY SPRINGS State NC Zip 27540
Telephone # (919) 368-1228 E-Mail Jason@starcraftbuilders.com
How would you like to receive staff review comments? ☑ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☑ E-Mail ☐ US Mail- Certified

Certificate of Submittal Completion

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

Signature: Randall L Miller Date: 7/9/2020

TOWN OF HOLLY SPRINGS

SPECIAL EXCEPTION USE FINDINGS OF FACT

DPM Appendix #A.04
Supplement #15
December 2018

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

Project Information:

Project Name: 348 W. Earp St.

Special Exception Use:

UDO Section No.: 2.04 A 2 G

Special Exception Use: Single Family Residential

Specific Special Exception Use Request:
Single Family Residential within Village District Area

For DPZ Use only
Project # _____
Date Received:

Findings of Fact:

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

(1) The proposed use will not be injurious to the public health, safety, comfort, community moral standards, convenience or general welfare:
Proposed single family residence in a single family residential area with residential zoning is compatible with area.

(2) The proposed use will not injure or adversely affect the adjacent area or property values therein:
Proposed use is same as surrounding area and thus will not injure or adversely affect surrounding property values.

(3) The proposed use will be consistent with the character of the district, land uses authorized therein, and the Town of Holly Springs Comprehensive Plan:
Proposed single family residential use is consistent with surrounding area current uses. While comprehensive plan suggests park and open space use, to date there has been no indication of that use in the near future.

(4) The proposed use shall conform to all development standards of the applicable district (unless a waiver of such development standards is requested as part of the special exception use petition and approved by the Town Council in which case the proposed use shall conform to the terms and conditions of such waiver):
Proposed use of single family residential will require no waivers. Residential use will adhere to all UDO requirements.

(5) Access drives or driveways are or will be sufficient in size and properly located to: ensure automotive and pedestrian safety and convenience, traffic flow as set forth in Section 7.09 – Pedestrian Circulation and Vehicular Area Design; and, control and access in case of fire or other emergency:
This is not applicable. Single family residential driveway only.

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

This is not applicable. Use to be single family residential and all residential requirements will be adhered to.

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

This is not applicable. Use will be single family residential and all residential requirements will be adhered to.

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

Proposed use/site is within all Town current service areas.

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

Use of site to be residential and be akin to current existing surrounding residential properties. There will be no adverse impacts to surrounding properties.

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

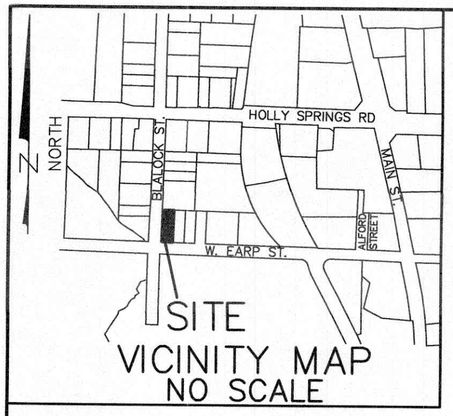
This is not applicable as the use will be single family residential.

Certificate of Completion

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

Signature of Applicant: Randall G. Mills Date: 7/9/2023

Signature of Owner: [signature] Date: 7-9-2023



VICINITY MAP
NO SCALE

SURVEY BENCHMARK MONUMENT INFORMATION
"PEARSALL"
Y = 692884.152
X = 2049363.977
Elev. 449.71

SANITARY SEWER FLOW:
120 GPD x 3 BEDROOMS = 360 GPD

RECOMMENDED CONDITIONS OF APPROVAL:

1. ALL OPERATIONS MUST ADHERE TO THE EVIDENCE SUBMITTED BY THE APPLICANT AS STATED IN THE FINDINGS OF FACTS SUBMITTED AND THOSE FINDINGS OF FACTS SPECIFIED BY THE TOWN COUNCIL IN CONJUNCTION WITH 20-SEU-08

2. MINOR MODIFICATIONS TO THE HEIGHT, BULK, ORIENTATION OF THE STRUCTURE ON THE LOT, LOCATION OF THE STRUCTURE ON THE LOT, AND SITE DESIGN MAY BE AUTHORIZED BY THE DIRECTOR OF PLANNING AND ZONING. IF THE DIRECTOR DETERMINES THAT THE PROPOSED MINOR MODIFICATIONS ARE OF SUCH A NATURE AS TO ADVERSELY IMPACT THE PURPOSE OR INTENT OF THIS APPROVAL, THE PETITIONER SHALL BE REQUIRED TO FILE A NEW PETITION FOR SPECIAL EXCEPTIOM USE APPROVAL.

MINIMUM DESIGN CRITERIA FOR DISCONNECTED ROOFS:
MAX. OF 500 SF OF ROOF SHALL DRAIN TO EACH DISCONNECTED DOWNSPOUT
RECEIVING VEGETATED AREA SHALL BE RECTANGULAR IN SHAPE. THE LENGTH OF THE RECTANGLE IN THE DIRECTION OF FLOW SHALL BE A MINIMUM OF 0.04 TIMES THE AREA OF THE ROOF THAT DRAINS TO IT. THE WIDTH OF THE RECTANGLE SHALL BE 1/2 OF THE LENGTH OF THE RECTANGLE.
THE DOWNSPOUT SHALL DISCHARGE IN THE CENTER OF THE UPSLOPE END OF THE VEGETATED RECEIVING AREA.
THE DOWNSPOUT SHALL BE EQUIPPED WITH A SPLASH PAD
THE VEGETATED RECEIVING AREA SHALL NOT INCLUDE ANY BUILT UPON AREA.
VEGETATED RECEIVING AREAS SHALL HAVE A UNIFORM TRANSVERSE SLOPE OF 8%

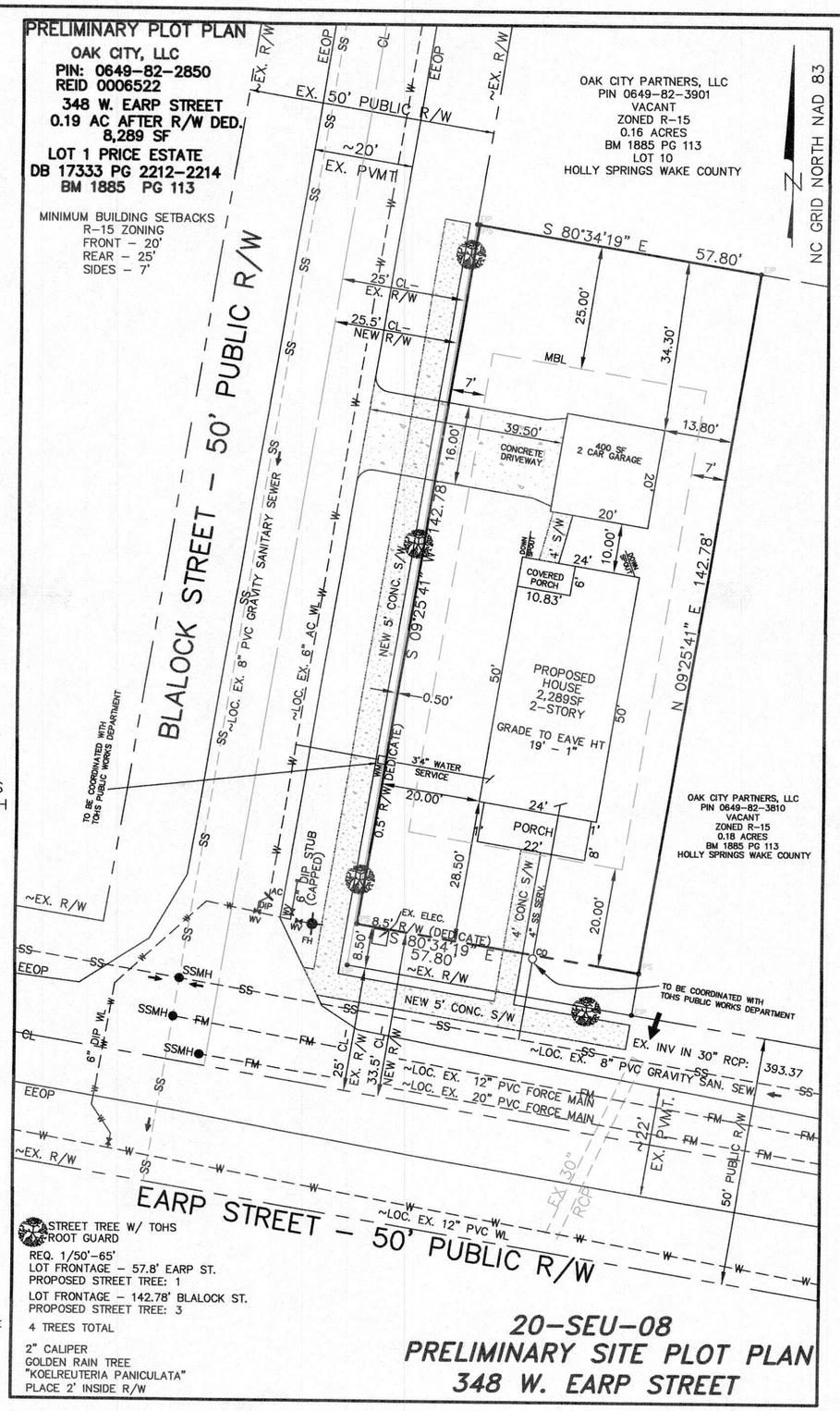
THE pH, COMPACTION, AND OTHER ATTRIBUTES OF THE FIRST 8" OF THE SOIL SHALL BE ADJUSTED IF NECESSARY TO PROMOTE PLANT ESTABLISHMENT AND GROWTH.
THE VEGETATED RECEIVING AREA SHALL BE PLANTED WITH A NON-CLUMPING, DEEP ROOTED GRASS SPECIES.
SOLIS SHALL BE STABILIZED WITH TEMPORARY MEANS SUCH AS STRAW OR MATTING UNTIL THE PERMANENT VEGETATIVE COVER HAS TAKEN ROOT OR THE RUNOFF SHALL BE DIRECTED ELESEWHEREUNTIL VEGETATION HAS ESTABLISHED.

DIS MAINTENCE:
DO NOT REGRADE THE VEGETATED RECEIVING AREAS OR COVER THEM WITH IMPERVIOUS SURFACES SUCH AS A SHED OR PATIO.
NO STOCKPILE SOIL, SAN, MULCH OR OTHER MATERIALS SHALL BE PLACED ON THE VEGETATIVE RECEIVING AREA.
IMMEDIATELY REPAIR ANY AREAS THAT ARE ERODING OR WHERE VEGETATION HAS DIED.
IMMEDIATELY REMOVE SEDIMENT AND DEBRIS FROM CONTRIBUTING IMPERVIOUS SURFACES.
AFTER DIS IS CONSTRUCTED, IT SHALL BE INSPECTED ONCE A QUARTER. INSPECTOR SHALL CHECK COMPONENTSAND ADDRESS DEFICIENCIES.
THE RESPONSIBLE MAINTENANCE PARTY SHALL KEEP A SIGNED AND NOTARIZED OPERATION AND MAINTENANCE AGREEMENT AND INSPECTION RECORDS.
TO ENSURE PROPER OPERATION AS DESIGNED, A LICENSED PROFESSIONAL ENGINEER, LANDSCAPE ARCHITECT OR OTHER QUALIFIED PROFESSIONAL SHALL INSPECT THE SYSTEM ANNUALLY.
THE SYSTEM COMPONENTS SHALL BE REPAIRED OR REPLACED AS NEEDED WHEN THEY FAIL TO FUNCTION PROPERLY.

PRELIMINARY PLOT PLAN

OAK CITY, LLC
PIN: 0649-82-2850
REID 0006522
348 W. EARP STREET
0.19 AC AFTER R/W DED.
8,289 SF
LOT 1 PRICE ESTATE
DB 17333 PG 2212-2214
BM 1885 PG 113

MINIMUM BUILDING SETBACKS
R-15 ZONING
FRONT - 20'
REAR - 25'
SIDES - 7'



STREET TREE W/ TOHS ROOT GUARD
REQ. 1/50'-65'
LOT FRONTAGE - 57.8' EARP ST.
PROPOSED STREET TREE: 1
LOT FRONTAGE - 142.78' BLALOCK ST.
PROPOSED STREET TREE: 3
4 TREES TOTAL

2" CALIPER
GOLDEN RAIN TREE
"KOELREUTERIA PANICULATA"
PLACE 2' INSIDE R/W

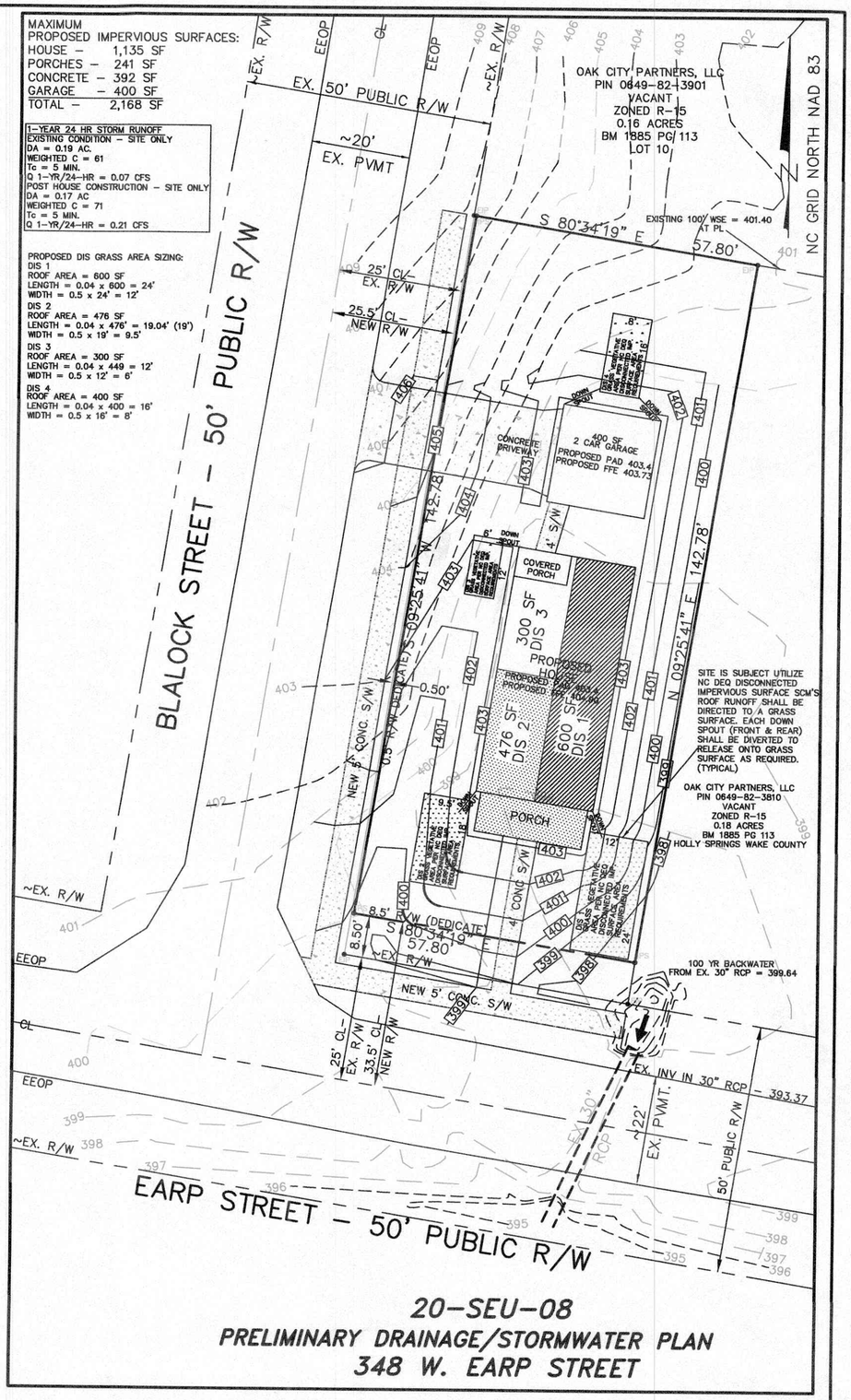
20-SEU-08
PRELIMINARY SITE PLOT PLAN
348 W. EARP STREET

MAXIMUM PROPOSED IMPERVIOUS SURFACES:

HOUSE -	1,135 SF
PORCHES -	241 SF
CONCRETE -	392 SF
GARAGE -	400 SF
TOTAL -	2,168 SF

1-YEAR 24 HR STORM RUNOFF
EXISTING CONDITION - SITE ONLY
DA = 0.19 AC.
WEIGHTED C = 61
Tc = 5 MIN.
Q 1-YR/24-HR = 0.07 CFS
POST HOUSE CONSTRUCTION - SITE ONLY
DA = 0.17 AC
WEIGHTED C = 71
Tc = 5 MIN.
Q 1-YR/24-HR = 0.21 CFS

PROPOSED DIS GRASS AREA SIZING:
DIS 1
ROOF AREA = 600 SF
LENGTH = 0.04 x 600 = 24'
WIDTH = 0.5 x 24' = 12'
DIS 2
ROOF AREA = 476 SF
LENGTH = 0.04 x 476' = 19.04' (19')
WIDTH = 0.5 x 19' = 9.5'
DIS 3
ROOF AREA = 300 SF
LENGTH = 0.04 x 449 = 12'
WIDTH = 0.5 x 12' = 6'
DIS 4
ROOF AREA = 400 SF
LENGTH = 0.04 x 400 = 16'
WIDTH = 0.5 x 16' = 8'



20-SEU-08
PRELIMINARY DRAINAGE/STORMWATER PLAN
348 W. EARP STREET

SPECIAL EXCEPTION USE
TOWN OF HOLLY SPRINGS PROJECT: 20-SEU-08

ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS DESIGN AND CONSTRUCTION STANDARDS.

20 0 10 20 40
SCALE 1"= 20 '

NOTE:
CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN.
DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.

PER FEMA MAP 3720064900J DATED 5/2/2006
AREA IS NOT WITHIN A FEMA 100 YEAR FLOOD AREA

NORTH CAROLINA PROFESSIONAL SEAL 19793 ENGINEER RANDALL T. MILLER
10-1-2020

SITE NOTES:
SITE IS NOT SUBJECT TO TREE PRESERVATION AREAS PER SECTION 7.01. FURTHERMORE, SITE DOES NOT CURRENTLY CONTAIN ANY EXISTING QUALIFYING TREE OF 20" OR GREATER IN DIAMETER AT DBH.

OWNER:
OAK CITY PARTNERS, LLC
512 S SAUNDERS STREET
RALEIGH, NC 27603
919-369-1228

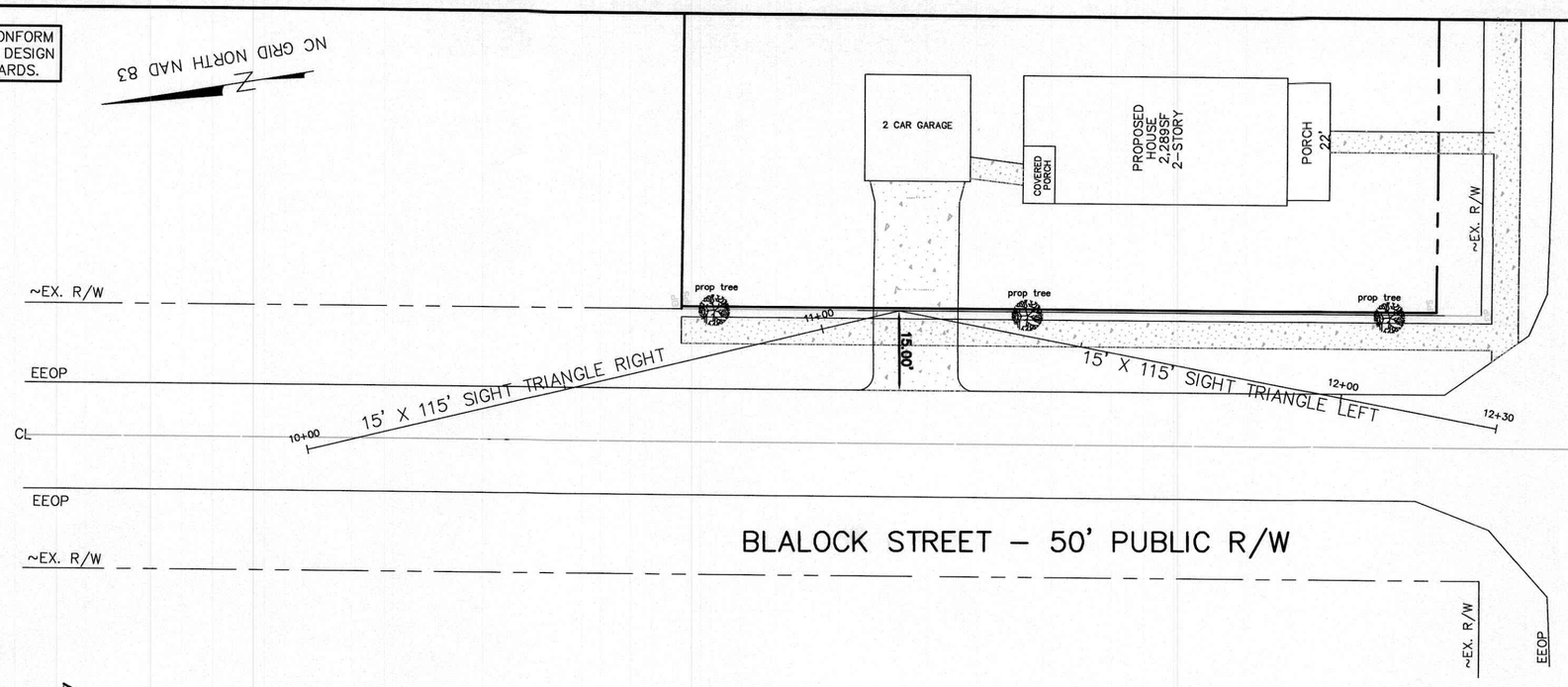
PRELIMINARY PLOT PLAN
348 W. EARP STREET
OAK CITY PARTNERS, LLC

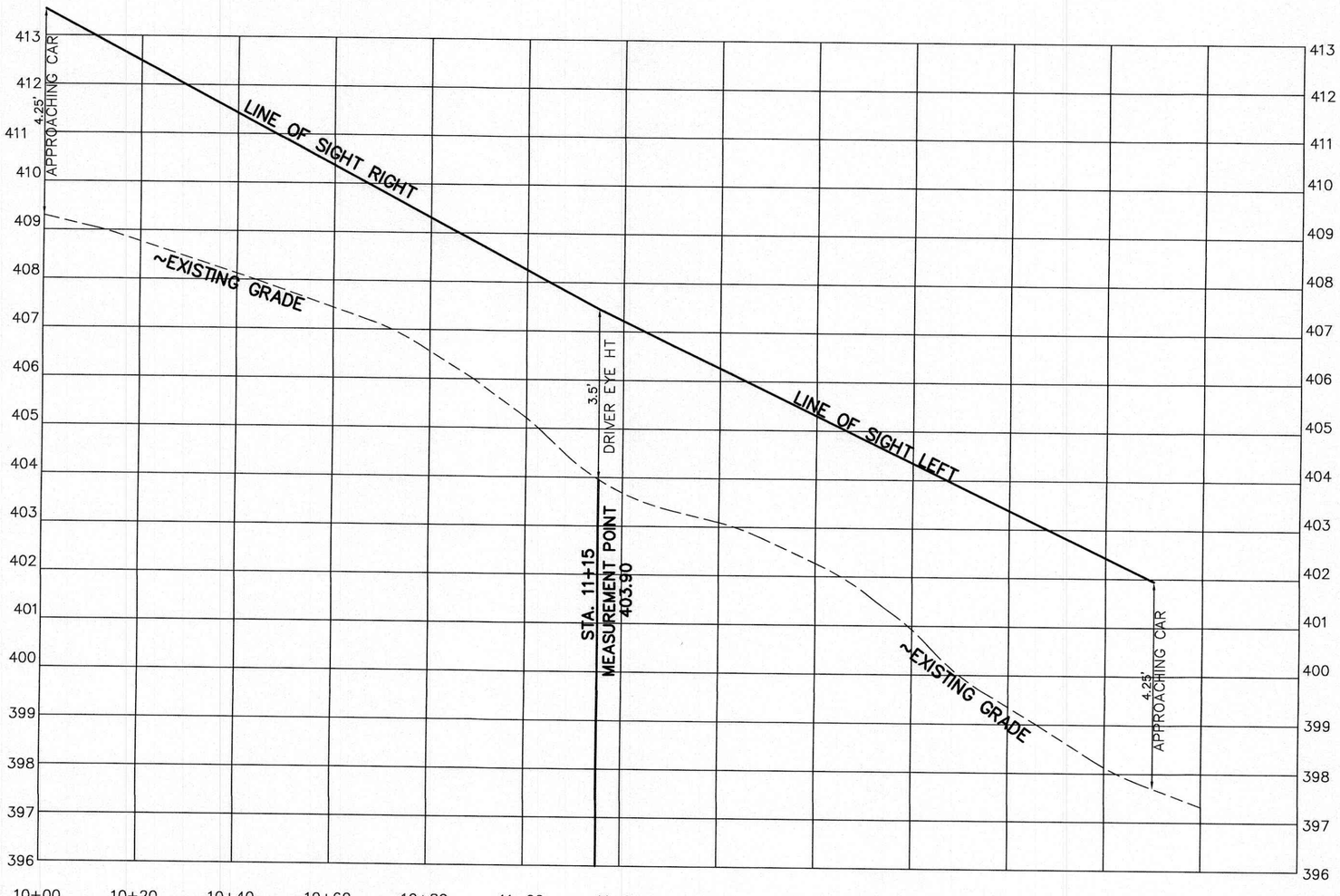
THOMPSON & ASSOCIATES, PA
1149 EXECUTIVE CIRCLE
SUITE D2
CARY, NC 27511
(919) 465-1566
FAX (919) 465-1585
NC LICS C-0343
ENGINEERING LAND SURVEYING PLANNING

HOLLY SPRINGS TOWNSHIP		TOWN OF HOLLY SPRINGS
WAKE COUNTY	NORTH CAROLINA	ZONED: R-15
DATE: 7/9/2020	DRAWN: MTH	JOB NO.
SCALE 1" = 20'	SURVEYED: CWR	DWG: 348EARPST(2)
REVISIONS: 8/28/20 10/1/20		PIN: 0649-82-2850

ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS DESIGN AND CONSTRUCTION STANDARDS.

NC GRID NORTH NAD 83





SIGHT DISTANCE PROFILE VIEW FOR PROPOSED ENTRANCE ONTO BLALOCK ST

SIGHT DISTANCE NOTES:

1. SIGHT DISTANCES BASED 20 MPH DESIGN SPEED (115' REQUIRED)

SCALE:
1"=20' HORIZONTAL
1"= 2' VERTICAL

NORTH CAROLINA PROFESSIONAL SEAL 19793 ENGINEER RANDALL L. MILLER

8/28/2020

OWNER:
OAK CITY PARTNERS, LLC
512 S SAUNDERS STREET
RALEIGH, NC 27603
919-369-1228

SIGHT TRIANGLE EXHIBIT
348 EARP ST.
OAK CITY PARTNERS, LLC

HOLLY SPRINGS TOWNSHIP | TOWN OF HOLLY SPRINGS
WAKE COUNTY | NORTH CAROLINA | ZONED: R-15
DATE: 8/28/20 | DRAWN: RLM | JOB NO.
SCALE 1" = 20' | SURVEYED: NA | DWG:0 BLALOCK ST
REVISIONS | PIN: 0649-82-2850

THOMPSON & ASSOCIATES, PA
1149 EXECUTIVE CIRCLE
SUITE D2
CARY, NC 27511
(919) 465-1566
FAX (919) 465-1585
NC LICS C-0343
ENGINEERING LAND SURVEYING PLANNING

GENERAL NOTES:

1. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THAT ALL DIMENSIONS, ROOF PITCHES, AND SQUARE FOOTAGE IS CORRECT PRIOR TO CONSTRUCTION. K&A HOME DESIGNS, INC. IS NOT RESPONSIBLE FOR ANY DIMENSIONING, ROOF PITCH, OR SQUARE FOOTAGE ERRORS ONCE CONSTRUCTION BEGINS.
2. ALL WALLS SHOWN ON THE FLOOR PLANS ARE DRAWN AT 4" UNLESS NOTED OTHERWISE.
3. ALL ANGLED WALL SHOWN ON THE PLANS ARE 45 DEGREES UNLESS NOTED OTHERWISE.
4. STUD WALL DESIGN SHALL CONFORM TO ALL NORTH CAROLINA STATE BUILDING CODE REQUIREMENTS.
5. DO NOT SCALE PLANS. DRAWING SCALE MAY BE DISTORTED DUE TO COPIER IMPERFECTIONS.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH NORTH CAROLINA STATE BUILDING CODE, 2012 EDITION.

SQUARE FOOTAGE

HEATED SQUARE FOOTAGE		UNHEATED SQUARE FOOTAGE	
FIRST FLOOR=	1135	GARAGE=	N/A
SECOND FLOOR=	1154	FRONT PORCH=	176
THIRD FLOOR=	N/A	SCREEN PORCH=	65
BASEMENT=	N/A	DECK=	N/A
		STORAGE=	N/A

TOTAL HEATED= 2289 TOTAL UNHEATED= 241

CRAWL SPACE VENTILATION CALCULATIONS

-VENT LOCATIONS MAY VARY FROM THOSE SHOWN ON THE PLAN BUT SHOULD BE PLACED TO PROVIDE ADEQUATE VENTILATION AT ALL POINTS TO PREVENT DEAD AIR POCKETS.

-100% VAPOR BARRIER MUST BE PROVIDED WITH 12" MIN. LAP JOINTS.

-THE TOTAL AREA OF VENTILATION OPENINGS MAY BE REDUCED TO 1/1500 AS LONG AS REQUIRED OPENINGS ARE PLACED SO AS TO PROVIDE CROSS-VENTILATION OF THE SPACE. THE INSTALLATION OF OPERABLE LOUVERS SHALL NOT BE PROHIBITED. (COMPLY WITH NC CODE MIN. WITH REGARD TO VENT PLACEMENT FROM CORNERS)

1135 SQ. FT. OF CRAWL SPACE/1500

.76 SQ. FT. OF REQUIRED VENTILATION

PROVIDED BY: 3 VENTS AT 0.45 SQ. FT. NET FREE

VENTILATION EACH= 1.35 SQ. FT. OF VENTILATION

***FOUNDATION DRAINAGE- WATERPROOFING PER SECTIONS 405 & 406.*

ATTIC VENTILATION CALCULATIONS

- CALCULATIONS SHOWN BELOW ARE BASED ON VENTILATORS USED AT LEAST 3 FT. ABOVE THE CORNICE VENTS WITH THE BALANCE OF VENTIALTION PROVIDED BE EAVE VENTS.

- CATHEDRAL CEILINGS SHALL HAVE A MIN. 1" CLEARANCE BETWEEN THE BOTTOM OF THE ROOF DECK AND THE INSULATION.

1311 SQ. FT. OF ATTIC/300= 4.37

EACH OF INLET AND OUTLET REQUIRED.

**WALL AND ROOF CLADDING DESIGN VALUES*

- WALL CLADDING IS DESIGNED FOR A 24.1 SQ. FT. OR GREATER POSITIVE AND NEGATIVE PRESSURE.

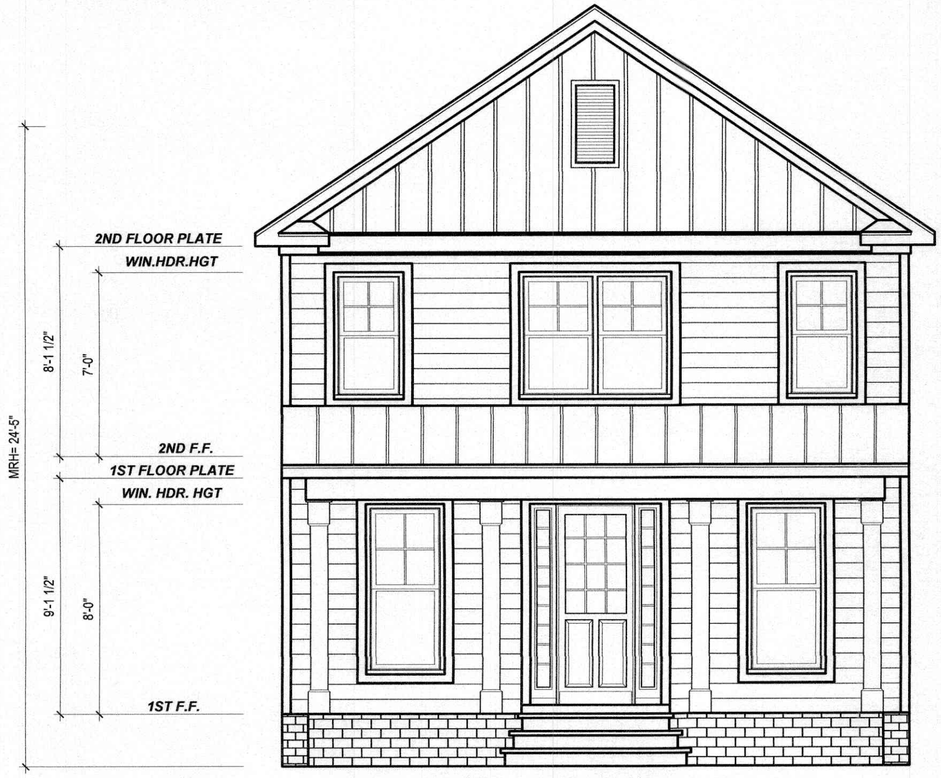
- ROOF VALUES BOTH POSITVE AND NEGATIVE SHALL BE AS FOLLOWS:

45.5 LBS. PER SQ. FT. FOR ROOF PITCHES OF 0/12 TO 2.25/12

34.8 LBS. PER SQ. FT. FOR ROOF PITCHES OF 2.25/12 TO 7/12

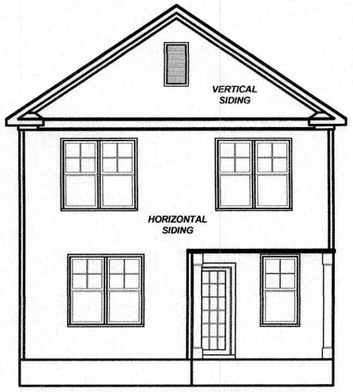
21 LBS. PER SQ. FT. FOR ROOF PITCHES OF 7/12 TO 12/12

*** MEAN ROOF HEIGHT 30' OR LESS*

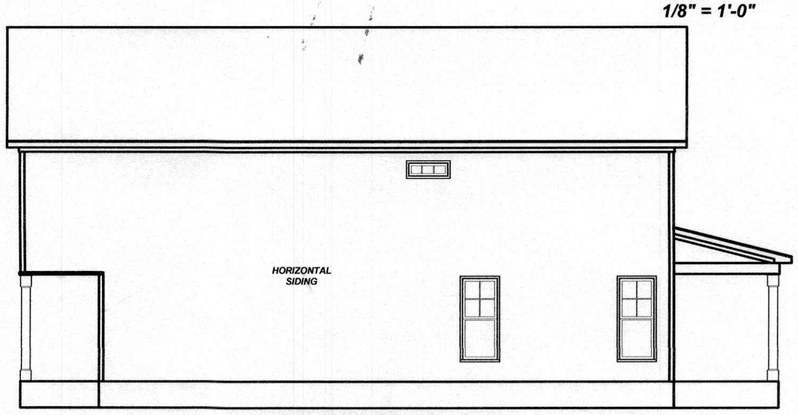


Siding will be fiber cement

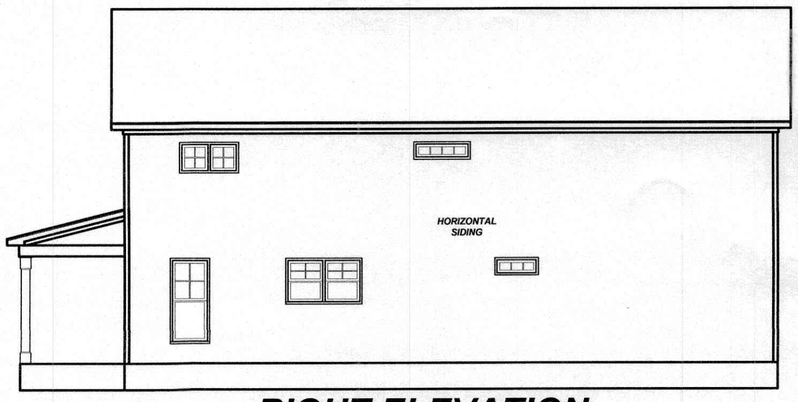
FRONT ELEVATION
1/4" = 1'-0"



REAR ELEVATION
1/8" = 1'-0"



LEFT ELEVATION
1/8" = 1'-0"



RIGHT ELEVATION
1/8" = 1'-0"

348 W. EARP STREET

Project #:
18-272
Date:
11-19-18
Drawn/Design By:
KBB
Scale:
REFER TO ELEV.

REVISIONS

No.	Date:	Remarks:
1		
2		
3		
4		

K&A HOME DESIGN INC.
9101 Ten-Ten Rd.
Raleigh, NC 27603
Office: (919) 302-0693
Email: Kent@KandAHomeDesigns.com
Website: www.KandAHomeDesigns.com

The Lillie

OWNER:
OAK CITY PARTNERS, LLC
512 S SAUNDERS STREET
RALEIGH, NC 27603
919-369-1228

ELEVATIONS

Sheet Number
1
of 3

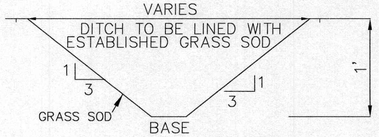
PLACEMENT OF FILL MATERIAL FOR SITE CONSTRUCTION

FILL MATERIAL SHALL BE FREE FROM CONSTRUCTION MATERIAL, DEBRIS, FROZEN MATERIAL, ORGANIC MATTER OR UNSTABLE MATERIAL FOR THE TOP TWO FEET BELOW FINISHED SUBGRADE, NO FILL MATERIAL SHALL BE USED WEIGHING LESS THAN 100 POUNDS PER CUBIC FOOT. THE TOP TWO FEET OF BACKFILL MATERIAL SHALL BE FREE FROM STONES GREATER THAN 4 INCHES.

FOR ALL AREAS UNDER A PROPOSED TRAVELWAY, THE TOP 12" OF SUBBASE, AND THE ENTIRE BASE COURSE SHALL BE COMPACTED TO A DENSITY OF 100% MAXIMUM STANDARD PROCTOR DRY DENSITY AS DETERMINED BY AASHTO METHOD T99. FILL MATERIAL SHALL BE PLACED IN LIFTS OF 8" OR LESS OF UNCOMPACTED SOIL.

OTHER FILL MATERIAL SHALL BE COMPACTED TO A DENSITY OF NO LESS THAN 100% OF THE MAXIMUM STANDARD PROCTOR DRY DENSITY AS DETERMINED BY AASHTO METHOD T99. BACKFILL MATERIAL SHALL BE PLACED IN LIFTS OF 8" OR LESS OF UNCOMPACTED SOIL.

PERMANENT DRAINAGE SWALE TYPICAL FOR SWALE



TYPICAL DRAINAGE SWALE NOT TO SCALE

GROUND STABILIZATION REQUIRED WITHIN 7 DAYS FOR PERIMETER AREAS AND FOR SLOPES GREATER THAN 3:1. ALL OTHER AREAS IT IS REQUIRED WITHIN 14 DAYS OF ANY PHASE OF GRADING.

LOCATION, PLACEMENT, AND/OR QUANTITY OF EROSION CONTROL MATERIALS AND/OR DEVICES MAY VARY TO BETTER CONFORM TO FIELD CONDITIONS.

LEGEND:

- LIMITS OF DISTURBANCE
- 340 PROPOSED GRADE LINE

PER FEMA MAP 3720064900J DATED 5/2/2006
AREA IS NOT WITHIN A FEMA 100 YEAR FLOOD AREA

ALL WORK AND MATERIALS SHALL CONFORM TO THE TOWN OF HOLLY SPRINGS DESIGN AND CONSTRUCTION STANDARDS
CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION OF THIS PROJECT CAN BEGIN. ALSO, ALL DEVELOPMENT FEES (ACREAGE, FEE-IN-LIEU OF ASSESSMENT, AND INSPECTION FEES) ARE DUE PRIOR TO FINAL CONSTRUCTION DRAWING APPROVAL
CONTRACTOR SHALL VERIFY THE ABOVE AND BELOW GROUND LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION
CONTRACTOR SHALL COORDINATE THE RELOCATION OF ANY CONFLICTING UTILITIES WITH THE APPROPRIATE UTILITY COMPANY AND/OR AUTHORITY
CONTRTACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS PRIOR TO THE START OF CONSTRUCTION

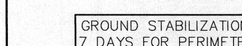
NOTE:

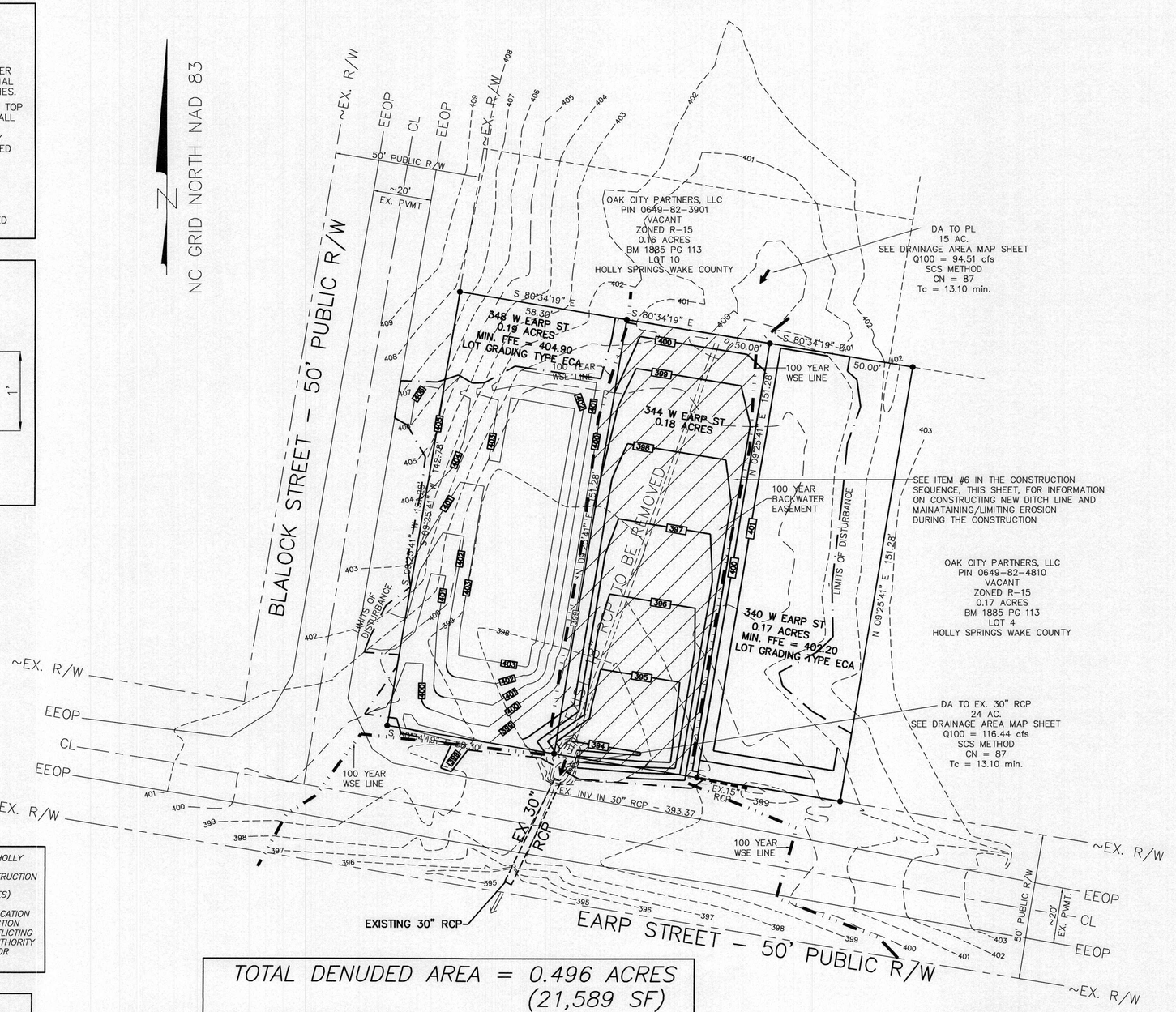
THIS PLAN IS SUBJECT TO NCDEMLR SELF-INSPECTION PROGRAM. AN EROSION CONTROL INSPECTION WILL BE CONDUCTED AFTER EACH PHASE OF GRADING AND THE INSPECTION DOCUMENTED IN WRITING. IT IS RECOMMENDED THAT THE CONTRACTOR UTILIZE THE NCDLQ/NCDWR JOINT SELF-INSPECTION FORM.

GRADING NOTES:

PRIOR TO GRADING, A GRADING AND EROSION CONTROL PLAN SHALL BE FILED WITH APROPRIATE AGENCY. A GRADING PERMIT SHALL BE OBTAINED AS REQUIRED.

ALL GRADING AND EROSION CONTROL REQUIREMENTS OF THE SOIL AND EROSION CONTROL ORDINANCE OF THE GOVERNING AGENCY SHALL BE COMPLIED WITH.

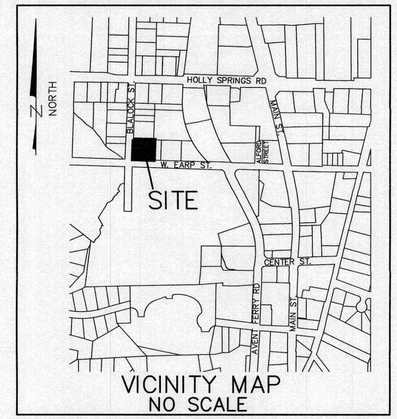




TOTAL DENUDED AREA = 0.496 ACRES (21,589 SF)

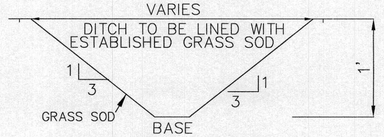
CONSTRUCTION SEQUENCE - LOT GRADING

1. ATTEND PRE-CONSTRUCTION CONFERENCE.
2. OBTAIN ENVIRONMENTAL DEVELOPMENT PERMIT FROM TOWN OF HOLLY SPRINGS.
3. VERIFY ALL EXISTING CONDITIONS (TOPOGRAPHIC, UTILITIES, ETC.)
4. INSTALL AND MAINTAIN SILT FENCE PROTECTION AS SHOWN ON PLANS. PLACE ROCK CHECK DAM AND GRAVEL RIP RAP FILTER BERM BASIN AS PER ECP PLAN.
5. INSTALL TEMPORARY CONSTRUCTION ENTRANCE AS SHOWN ON PLANS.
6. BEGIN CLEARING AND GRUBBING OF SITE AREA THAT WILL ALLOW FOR THE GRADING OF THE LOT AREA. ESTABLISH NEW DRAINAGE SWALE AND LINE WITH SOD. AS NEW DITCH IS SHAPED BY GRADING, STABILIZE BY PLACING SOD ALONG NEW DITCH BOTTOM AND UP SIDES THAT ALLOW FOR A 1' FLOW DEPTH. AT THE END OF EACH DAY, IF RAINFALL IS EXPECTED, ADDITIONAL SILT FENCE SHALL BE INSTALLED ALONG BASE OF NEW DITCH LINE. IN ADDITION, ANY UN STABILIZED NEW DICH BOTTOM NOT LINED WITH SOD, SHALL BE PROTECTED WITH THE TEMPORARY PLACEMENT OF A GEO TECTILE LINER TO PREVENT THE EROSION OF THE BARE DITCH BOTTOM. THE FOLLOWING WORK DAY, THESE ADDITIONAL TEMPORARY DEVICES SHALL BE REMOVED TO ALLOW FOR WORK CONTINUATION. THESE MEASURES SHALL BE REPEATED AS REUIRED DEPENDING ON ANTICIPATED RAINFALL UNTIL NEW DITCH LINE IS COMPLETED AND STABILIZED WITH SOD.
7. MAINTAIN ALL OTHER SOIL EROSION AND SEDIMENTATION CONTROL MEASURES UNTIL GRADED AREAS ARE STABILIZED AND PERMANENT GROUND COVER HAS BEEN ESTABLISHED.
8. SEED AND MULCH DENUDED AREAS WITHIN 7 DAYS ON PERIMETER AREAS AND SLOPES GREATER THAN 3:1 FOR GROUND STABILIZATION. SEED AND MULCH DENUDED AREAS WITHIN 14 DAYS ON OTHER AREAS.
9. CALL FOR ON-SITE INSPECTION BY ENGINEERING DEPARTMENT DEVELOPMENT INSPECTOR (DI) (919)557-3938 TO OBTAIN CERTIFICATE OF COMPLIANCE.



VICINITY MAP
NO SCALE

PERMANENT DRAINAGE SWALE TYPICAL FOR SWALE



Q10 (SCS METHOD)
DA = 24 ACRES CN = 87 Tc = 13.10 min.
SLOPE = 4.3%
Q10 = 62.19 cfs
V10 = 4.86 fps
d10 = 0.44'
SHEAR STRESS = 1.15 lb/sqft

TYPICAL DRAINAGE SWALE NOT TO SCALE



PRELIMINARY PLAN
NOT FOR CONSTRUCTION
FOR REVIEW ONLY

OWNER:
OAK CITY PARTNERS, LLC
512 S SAUNDERS STREET
RALEIGH, NC 27603
919-369-1228

PRELIMINARY GRADING PLAN
PROPOSED LOT GRADING IMPROVEMENTS
340, 344, AND 348 EARP STREET

THOMPSON & ASSOCIATES, PA
CO. LICENSE NO. C-0343
1149 EXECUTIVE CIRCLE
SUITE D UNIT 2
CARY, NC 27511
(919) 465-1566
FAX (919) 465-1585
ENGINEERING SURVEYING LAND PLANNING

HOLLY SPRINGS TS	WAKE COUNTY	NORTH CAROLINA
OWNER: OAK CITY PARTNERS, LLC		ZONED: R-15
DATE 8-28-2020	DRAWN MTH	JOB NO.
SCALE 1" = 20'	SURVEYED GW	DWG: EARPLOTSGRADE
REVISIONS:		PIN 0649-82-3850 0649-82-3810 0649-82-2850

COMPUTING WEIGHTED CN - DRAINAGE AREA FOR 340, 344, AND 348 EARP STREET

ZONING	% OF DA	CN	DA WEIGHTED CN
Ex. Apts (Wake County)	11%	86.7	9.5
Ex. LB and TV (Current offices & business)	8%	93.7	7.5
Ex. R-8 (Savannah Place & Corrspointe Sub)	9%	86.7	7.8
Ex. R-15 (113 Blalock & subject Earp lots)	3%	83.1	2.5
Future Village District Area - Residential	69%	86.7	59.8
TOTAL WEIGHTED CN FOR DA		87.1	
USE WEIGHTED CN FOR DA - DRAINAGE AREA FOR 340, 344, AND 348 EARP STREET			87

DRAINAGE AREA TO PT.
15 ACRES
C VALUE 87

348 Earp

344 Earp

DRAINAGE AREA TO EX. 30" RCP
24 ACRES
C VALUE 87

Future Park Site (Main Property)

NORTH CAROLINA PROFESSIONAL SEAL 19783 ENGINEER RANDALL TAPPE
Randall Tappe 12/7/18
12/7/18
8/20/20 RM

DRAINAGE AREA MAP - 344 AND 348 EARP STREET

N

0 115 230 460 ft

1 inch = 100 feet

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.

THE TOWN OF

Holly Springs

348 W Earp Street Special Exception Use Conditions of Approval

---

Motion and Conditions of Approval:

Motion to adopt Resolution #XX-XX to make and accept the Findings of Fact for consideration of and to approve Special Exception Use with the following conditions:

Special Exception Use 20-SEU-08

1. All operations must adhere to the evidence submitted by the applicant as stated in the findings of fact submitted and those findings of fact specified by the Town Council in conjunction with 20-SEU-08.
2. Minor modifications to the height, bulk, orientation of the structure on the lot, location of the structure on the lot, and site design may be authorized by the Director of Development Services. If the Director determines that the proposed minor modifications are of such a nature as to adversely impact the purpose or intent of this approval, the petitioner shall be required to file a new petition for Special Exception Use approval.
3. This project will be required to meet the Town of Holly Springs NPDES Ph. II Post Construction Stormwater Ordinance.
4. A land disturbance permit will be required for this project.
5. The following items must be addressed prior to construction drawing approval and/or issuance of a land disturbance permit:

   a. Right-of-way dedication in the form of a recorded plat.

   b. All environmental permits must be obtained for the entire project.

THE TOWN OF

Holly Springs

Resolution No.: 20-41
Date Adopted: November 17, 2020
Effective Date: November 17, 2020

RESOLUTION OF THE TOWN OF HOLLY SPRINGS TOWN COUNCIL MAKING FINDINGS OF FACT FOR SPECIAL EXCEPTION USE (20-SEU-08); FOR 348 W EARP STREET

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

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

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

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

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

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

Part 1: Special Exception Use (20-SEU-08)

Construct one (1) single family residence at 348 W Earp Street, Wake County PIN 0649822850, in the R-15 Residential District and within the Village District Area Plan boundary.

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

THEREFORE, BE IT RESOLVED by the Town Council to make and accept the Findings of Fact for Special Exception Use (20-SEU-08); as submitted by Randy Miller of Thompson & Associates.

Adopted by the Holly Springs Town Council on this, the 17th day of November, 2020.

Town of Holly Springs by **ATTEST**:

Dick Sears, Mayor

Linda McKinney, Town Clerk

RESOLUTION EXHIBIT A

Part 1: Special Exception Use (20-SEU-08) Findings of Fact Submitted By Petitioner

TOWN OF HOLLY SPRINGS

SPECIAL EXCEPTION USE FINDINGS OF FACT

DPM Appendix 4A.04
Supplement #15
December 2018

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

Project Information:

Project Name: 348 W. Earp St.

Special Exception Use:

UDO Section No.: 2.04 A 2 G

Special Exception Use: Single Family Residential

Specific Special Exception Use Request:
Single Family Residential within Village District Area

For DPZ Use only
Project #
Date Received:

Findings of Fact:

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

(1) The proposed use will not be injurious to the public health, safety, comfort, community moral standards, convenience or general welfare:
Proposed single family residence in a single family residential area with residential zoning is compatible with area.

(2) The proposed use will not injure or adversely affect the adjacent area or property values therein:
Proposed use is same as surrounding area and thus will not injure or adversely affect surrounding property values.

(3) The proposed use will be consistent with the character of the district, land uses authorized therein, and the Town of Holly Springs Comprehensive Plan:
Proposed single family residential use is consistent with surrounding area current uses. While comprehensive plan suggests park and open space use, to date there has been no indication of that use in the near future.

(4) The proposed use shall conform to all development standards of the applicable district (unless a waiver of such development standards is requested as part of the special exception use petition and approved by the Town Council in which case the proposed use shall conform to the terms and conditions of such waiver):
Proposed use of single family residential will require no waivers. Residential use will adhere to all UDO requirements.

(5) Access drives or driveways are or will be sufficient in size and properly located to: ensure automotive and pedestrian safety and convenience, traffic flow as set forth in Section 7.09 – Pedestrian Circulation and Vehicular Area Design; and, control and access in case of fire or other emergency:
This is not applicable. Single family residential driveway only.

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

This is not applicable. Use to be single family residential and all residential requirements will be adhered to.

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

This is not applicable. Use will be single family residential and all residential requirements will be adhered to.

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

Proposed use/site is within all Town current service areas.

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

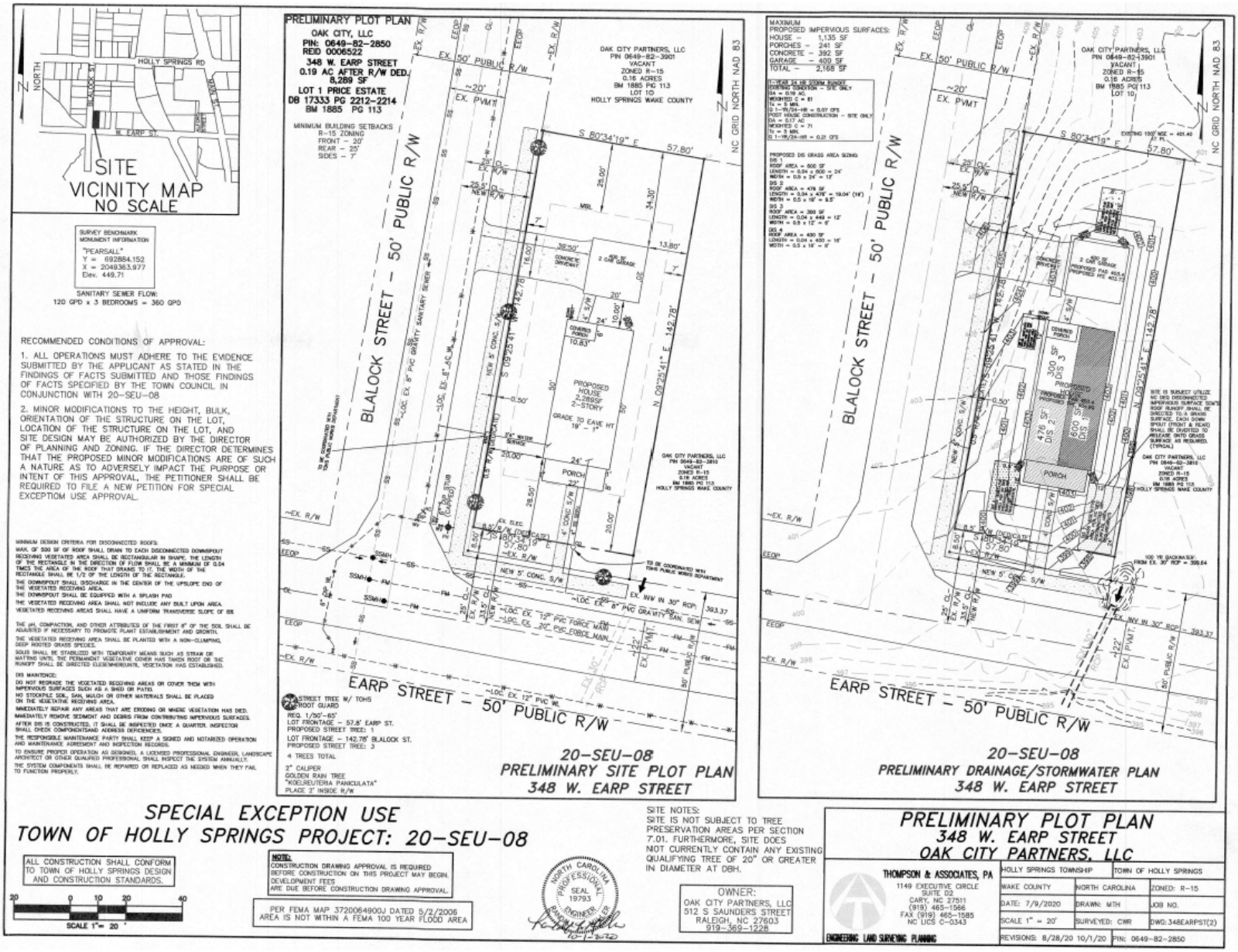
Use of site to be residential and be akin to current existing surrounding residential properties. There will be no adverse impacts to surrounding properties.

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

This is not applicable as the use will be single family residential.

RESOLUTION EXHIBIT B

SITE PLANS & ELEVATION



GENERAL NOTES:

1. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THAT ALL DIMENSIONS, ROOF PITCHES, AND SQUARE FOOTAGE IS CORRECT PRIOR TO CONSTRUCTION. K&A HOME DESIGNS, INC. IS NOT RESPONSIBLE FOR ANY DIMENSIONING, ROOF PITCH, OR SQUARE FOOTAGE ERRORS ONCE CONSTRUCTION BEGINS.
2. ALL WALLS SHOWN ON THE FLOOR PLANS ARE DRAWN AT 4" UNLESS NOTED OTHERWISE.
3. ALL ANGLED WALL SHOWN ON THE PLANS ARE 45 DEGREES UNLESS NOTED OTHERWISE.
4. STUD WALL DESIGN SHALL CONFORM TO ALL NORTH CAROLINA STATE BUILDING CODE REQUIREMENTS.
5. DO NOT SCALE PLANS. DRAWING SCALE MAY BE DISTORTED DUE TO COPIER IMPERFECTIONS.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH NORTH CAROLINA STATE BUILDING CODE, 2012 EDITION.

SQUARE FOOTAGE

HEATED SQUARE FOOTAGE		UNHEATED SQUARE FOOTAGE	
FIRST FLOOR=	1135	GARAGE=	N/A
SECOND FLOOR=	1154	FRONT PORCH=	176
THIRD FLOOR=	N/A	SCREEN PORCH=	65
BASEMENT=	N/A	DECK=	N/A
		STORAGE=	N/A
TOTAL HEATED=	2289	TOTAL UNHEATED=	241

CRAWL SPACE VENTILATION CALCULATIONS

-VENT LOCATIONS MAY VARY FROM THOSE SHOWN ON THE PLAN BUT SHOULD BE PLACED TO PROVIDE ADEQUATE VENTILATION AT ALL POINTS TO PREVENT DEAD AIR POCKETS.

-100% VAPOR BARRIER MUST BE PROVIDED WITH 12" MIN. LAP JOINTS.

-THE TOTAL AREA OF VENTILATION OPENINGS MAY BE REDUCED TO 1/1500 AS LONG AS REQUIRED OPENINGS ARE PLACED SO AS TO PROVIDE CROSS-VENTILATION OF THE SPACE. THE INSTALLATION OF OPERABLE LOUVERS SHALL NOT BE PROHIBITED. (COMPLY WITH NC CODE MIN. WITH REGARD TO VENT PLACEMENT FROM CORNERS)

1135 SQ. FT. OF CRAWL SPACE/1500

.76 SQ. FT. OF REQUIRED VENTILATION

PROVIDED BY: 3 VENTS AT 0.45 SQ. FT. NET FREE

VENTILATION EACH= 1.35 SQ. FT. OF VENTILATION

***FOUNDATION DRAINAGE- WATERPROOFING PER SECTIONS 405 & 406.*

ATTIC VENTILATION CALCULATIONS

- CALCULATIONS SHOWN BELOW ARE BASED ON VENTILATORS USED AT LEAST 3 FT. ABOVE THE CORNICE VENTS WITH THE BALANCE OF VENTILATION PROVIDED BE EAVE VENTS.

- CATHEDRAL CEILINGS SHALL HAVE A MIN. 1" CLEARANCE BETWEEN THE BOTTOM OF THE ROOF DECK AND THE INSULATION.

1311 SQ. FT. OF ATTIC/300= 4.37

EACH OF INLET AND OUTLET REQUIRED.

**WALL AND ROOF CLADDING DESIGN VALUES*

- WALL CLADDING IS DESIGNED FOR A 24.1 SQ. FT. OR GREATER POSITIVE AND NEGATIVE PRESSURE.

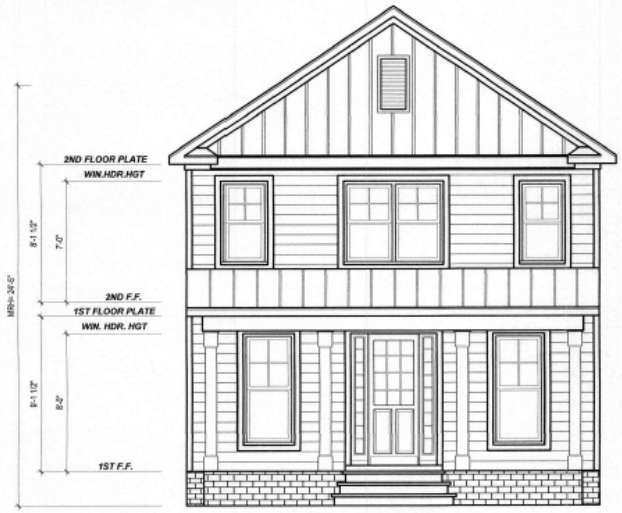
- ROOF VALUES BOTH POSITIVE AND NEGATIVE SHALL BE AS FOLLOWS:

45.5 LBS. PER SQ. FT. FOR ROOF PITCHES OF 0/12 TO 2.25/12

34.8 LBS. PER SQ. FT. FOR ROOF PITCHES OF 2.25/12 TO 7/12

21 LBS. PER SQ. FT. FOR ROOF PITCHES OF 7/12 TO 12/12

*** MEAN ROOF HEIGHT 30' OR LESS*



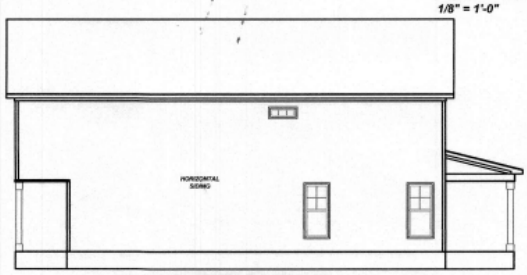
Siding will be fiber cement

FRONT ELEVATION
1/4" = 1'-0"



REAR ELEVATION
1/8" = 1'-0"

348 W. EARP STREET



LEFT ELEVATION
1/8" = 1'-0"



RIGHT ELEVATION
1/8" = 1'-0"

Project: 16-272
Date: 11-19-18
Drawn/Design By: KBB
Scale: REFER TO ELEV.

REVISIONS

No.	Date	Remarks
1		
2		
3		
4		
5		

K&A HOME DESIGN Inc.
9101 Ten-Ten Rd.
Raleigh, NC 27603
Office: (919) 302-0693
Email: Kent@KandAHomeDesigns.com Website: www.KandAHomeDesigns.com

The Lillie

OWNER:
OAK CITY PARTNERS, LLC
512 S SAUNDERS STREET
RALEIGH, NC 27603
919-369-1228

ELEVATIONS

Sheet Number: 1 of 3

RESOLUTION EXHIBIT C

TOWN COUNCIL'S FINDINGS OF FACT

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

The Town Council made the following additional findings:

Part 1: Special Exception Use (20-SEU-08)

X No additional findings

RESOLUTION EXHIBIT D

CONDITIONS OF APPROVAL

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

Part 1: Special Exception Use (20-SEU-08)

1. All operations must adhere to the evidence submitted by the applicant as stated in the findings of fact submitted and those findings of fact specified by the Town Council in conjunction with 20-SEU-08.
2. Minor modifications to the height, bulk, orientation of the structure on the lot, location of the structure on the lot, and site design may be authorized by the Director of Planning & Zoning. If the Director determines that the proposed minor modifications are of such a nature as to adversely impact the purpose or intent of this approval, the petitioner shall be required to file a new petition for Special Exception Use approval.
3. This project will be required to meet the Town of Holly Springs NPDES Ph. II Post Construction Stormwater Ordinance.
4. A land disturbance permit will be required for this project.
5. The following items must be addressed prior to construction drawing approval and/or issuance of a land disturbance permit:

   a. Right-of-way dedication in the form of a recorded plat.

   b. All environmental permits must be obtained for the entire project.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Public Hearings
Title: New Hill Vet Clinic 19-SEU-09 Quasi-Judicial Hearing
Strategic Priority Area: Responsible & Balanced Growth
Staff Resource: Caleb Allred, Development Services

Action(s):

1. Conduct Quasi-Judicial Public Hearing to consider a Special Exception Use (SEU) to allow for a veterinary hospital in the R-30 Residential District.
2. Adopt resolution 20-40 to make and accept the Findings of Fact and approve SEU, Variances and Waivers (Quasi-Judicial determination with simple majority).
3. Approve / deny / defer Development Plan for New Hill Vet Clinic with the conditions stated in the attachment (Administrative determination with simple majority).

Explanation:

1. The applicant has requested a Special Exception Use (SEU) for a veterinary hospital in the R-30 Residential district. In association with the SEU, a Development Plan has been submitted for the conversion of the existing single family home to a business use.
2. The property is located at 3421 New Hill Holleman Road and located in the Town's ETJ near Hwy. U.S. 1 and New Hill Holleman Rd. interchange.
3. An SEU is a Permitted Use within a specific zoning district that may not necessarily fit in with the surrounding areas and uses and is subject to further review. Applicants requesting an SEU must be able to demonstrate that all required Findings of Fact are being met. The Town Council, through the public hearing and sworn testimony, must be able to make findings that these facts will be met and/or adhered to as part of the motion. If the Town Council determines that a Fact cannot be met or adhered to, then the Special Exception should be denied.
4. Any Development Plan that is submitted along with an SEU is required to be reviewed by the Planning Board for recommendation to the Town Council and then ultimately acted upon by the Town Council after determination if the proposed SEU of the land is approved by resolution.
5. A waiver has been requested for UDO Section 7.06, 7.07, or 7.08 – Utility Design to allow private well and septic systems instead of connecting to Town water and sewer.
6. A variance has been requested for UDO Section 7.04 D., 2. Surface of Parking Areas to allow a gravel parking area instead of the required hard surface parking area.

Planning Board Recommendation: The Planning Board discussed the following issues and concerns on 10/27/2020:

1. Increased traffic on New Hill Holleman Road.

Planning Board recommended approval - (8-0)

Background:

- A Waiver of Voluntary Annexation was approved August 27, 2019 by Town Manager Randy Harrington due to the unavailability of water/sewer and impracticality of serving the single, remote parcel from a geographic standpoint. If a property is within 1,000 linear feet from water/sewer, they must connect to utilities and annex into the town. The applicant has indicated the closest water/sewer line is 30,000 linear feet from the property, much farther than the required distance to connect.
- The approved Annexation Waiver facilitates and allows for the approval of the requested waiver of Utility Design for the use of private well and septic services.
- This property is located at 3421 New Hill Holleman Road, just across the street from the Town owned property located at 3420 New Hill Holleman Road. This property is currently being used to store and process yard waste.

Funding Source(s):

N/A

Attachment(s):

1. NewHillVetClinic_19DP13_PBstaffreport_Plans
2. NewHillVetClinic19DP13_Conditions
3. Resolution 20-40 NewHillVetClinic19DP13ResolutionFindingsofFact

Town *of* Holly Springs
Staff Report to the Planning Board

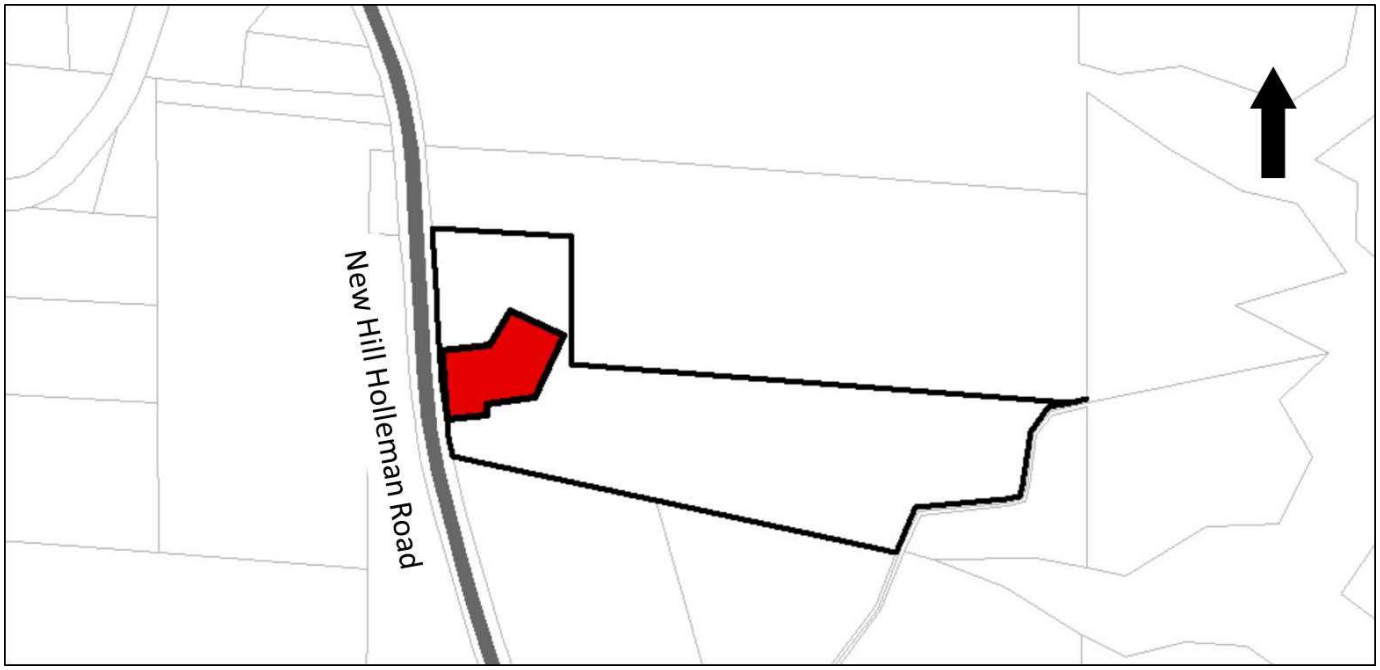
REQUEST FOR SPECIAL EXCEPTION USE AND DEVELOPMENT PLAN
NEW HILL VETERINARY CLINIC
19-SEU-09 / 19-DP-13

APPLICANT(S):
Alex Fisher
3421 New Hill Holleman Road
New Hill, NC 27562

DEVELOPER(S):
N/A

OWNER(S):
Alex Fisher
3421 New Hill Holleman Road
New Hill, NC 27562

LOCATION:



[ ] Within Corporate Limits of Holly Springs [**X**] Within Holly Springs ETJ [ ] Annexation Pending

ANTICIPATED REVIEW SCHEDULE:

Planning Board:	10/27/2020
Town Council Public Hearing & Action:	11/17/2020

STAFF CONTACTS: Caleb Allred, Planner I
Rachel Jones, Development Review Engineer

ATTACHMENTS:
Petitions, Site Plans, Petitioner's Response to the Special Exception Use Petition Findings of Fact, Waiver of Voluntary Annexation Petition, Partial Parcel Legal Description.

PARCEL INFORMATION

OWNER	PARCEL PIN#	ZONING	AREA
Alex N. Fisher	**0629158790**	**R-30 Residential**	**.69 acres (partial parcel)**
		TOTAL	**.69 acres**

ADJACENT PROPERTY SITE DATA

	ZONING	EXISTING LAND USE
Subject Property	R-30 Residential	Single Family Residential
North	R-30 Residential	Single Family Residential
South	R-30 Residential	Single Family Residential
East	R-30 Residential	Vacant
West	R-30 Residential	Vacant (Town owned)

PROPERTY HISTORY

Rezoning History
N/A

Subdivision History
N/A

Variance History
N/A

Development Plan History
N/A

Waiver of Voluntary Annexation
18-WAV-30, Approved 8/27/19 by Town Manager Randy Harrington

WAIVER REQUESTS

1. **20-WAV-11: Request to allow a Waiver of Development Standards of UDO Section 7.06, 7.07, or 7.08 to allow for a waiver of the extension of Town water and sewer facilities to serve Development Plan Petition #19-DP-03 for New Hill Veterinary Clinic.**

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

1. **20-VARTC-01: Request to allow a Variance of Development Standards of UDO Section 7.04 D., 2. Surface of Parking Areas, to allow for a variance of the asphalt, concrete, or other hard surface material requirement for all required off-street parking areas and any driveway, interior access driveway or interior access drive to and from such off-street parking in association with Development Plan Petition #19-DP-03 for New Hill Veterinary Clinic.**

UDO Requirements:
UDO Section 7.04 D., 2. Surface of Parking Areas

a. All required off-street parking areas and any driveway, interior access driveway or interior access drive to and from such off street parking areas shall be hard surfaced with asphalt, concrete or other material to provide a durable, dust free surface, provided, however, a temporary or seasonal use permitted by the general use district in which such temporary or seasonal use is

located may use an unimproved or gravel surface for the duration of the temporary or seasonal use. If a temporary gravel surface is provided, such gravel shall be removed and the off street parking area shall be returned to its prior condition immediately upon cessation of the temporary or seasonal use. Curb and gutter shall be required on all off-street parking areas as specified in Section 3.02, G. of the Town of Holly Springs Engineering Design & Construction Standards.

Variance Findings of Fact:

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

SPECIAL EXCEPTION USE

Request to allow for a Special Exception Use as specified in Unified Development Ordinance Section 2.01 R-30 Residential District to allow for a Veterinary Hospital in the R-30 Residential District at the property located at 3421 New Hill Holleman Road, Wake County PIN 0629158790.

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

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

i. The location and arrangement of the use on the site, screening, buffering, landscaping, and pedestrian ways harmonize with adjoining properties and the general area and minimize adverse impacts; and,
j. The type, size, and intensity of the proposed use (including but not limited to such considerations as the hours of operation and numbers of people who are likely to utilize or be attracted to the use) will not have significant adverse impacts on adjoining properties or the neighborhood.

STAFF ANALYSIS

PROJECT OVERVIEW

Part 1: Special Exception
A Special Exception Use is a Permitted Use within a specific zoning district that may not necessarily fit in with the surrounding areas and uses and is subject to further review. Applicants requesting a Special Exception Use, must be able to demonstrate that all required Findings of Fact are being met. The Town Council through the public hearing and sworn testimony must be able to make findings that these facts will be met and/or adhered to as part of the motion. If the Town Council determines that a Fact cannot be met or adhered to, then the Special Exception should be denied.

The applicant has requested a Special Exception Use for a Veterinary Hospital use in the R-30: Residential Zoning District.

Part 2: Development Plan
The applicant has submitted a Development Plan to repurpose the existing residence on the site for the Veterinary Hospital use. Conversion of the site from residential to commercial uses requires the site to come into compliance with Non-Residential development standards of the LB zoning district for site features such as parking, landscaping, and setbacks. Elements of the existing building are not required to meet architectural design standards if they remain unchanged, however safety features such as an ADA accessible entrance/exit will be required.

Any Development Plan that is submitted along with a Special Exception Use is required to be reviewed by the Planning Board for recommendation to the Town Council and then ultimately acted upon by the Town Council after determination if the proposed Special Exception Use of the land is approved.

This Special Exception Use (SEU) is requested as a partial parcel. A partial parcel SEU is when the applicant has selected the area in which the use will be occurring on the property. No work associated with the SEU is allowed outside the boundary of the partial parcel. The development plan reflects the scope of the partial parcel and all associated development requirements are being met within the partial parcel.

PLANNING
Vision Holly Springs Comprehensive Plan

The Land Use Plan has this property designated as Business and Industrial to allow for both large-scale, single tenant office and industrial buildings and smaller, multi-tenant office and industrial buildings. Projects in this area are encouraged to have large blocks and can be either front, side or rear loaded depending on the needs of the development.

Land Use Policies that apply to this project include:

Transitions: It is important that any new buildings, neighborhoods and centers complement existing development, and avoid incompatible adjacencies. All new development should consider existing adjacent development.

PART 1: SPECIAL EXCEPTION USE
The applicant is requesting Special Exception Use approval for a veterinary hospital use. The applicant submitted with their Findings of Fact a development plan showing the location of the partial parcel and further documentation that proves the site will be compliant with all development standards, and a legal description of the partial parcel.

PART 2: DEVELOPMENT PLAN

Development Standards

Minimum Yards/Interior Yards:

Required
Front – 30' setback
Side – 20' bufferyard
Rear – 20' bufferyard

Provided
Front – 92'
Side - ~28' and ~60'
Rear – 20'

Building Height:

Maximum allowable: 45'
Provided: The current building does not exceed this height as it is an existing single-story mobile home.

Gross Floor Area:

The current home is 2,037 sf. and is not proposed to change.

Parking & Loading:

Required: 7 spaces
Provided: 7 spaces

Outdoor Operations:

Fences have been provided for the pens within the site to contain large farm animals.

Landscape Requirements:

Perimeter Yard/Bufferyard
Required
Adjacent to Residential: C-75, 20' bufferyard
Adjacent to New Hill Holleman Road: A-50, 30' yard.

Provided

Adjacent to Residential: C-75 bufferyard consisting of a variation of trees and shrubs. The most common of which are Pizzazz Laurapetalum and Camelia.
Adjacent to New Hill Holleman Road: A-50 buffer consisting of a variation of trees and shrubs.

Foundation

Required

20 Plant Unit Value (PUV) per 100 linear foot of façade.

Provided

The applicant is meeting this requirement using a variation of trees and shrubs, the most common of which are Oak Holly and Pizzazz Laurapetalum.

Parking Area Screening

Required

Landscaping creating a hedge around the parking lot to keep headlights from shining on the neighboring property.

Provided

A row of Abelia is being used to create a hedge around the parking lot.

ENGINEERING

Water and Sewer Service:
This project will be served by existing well and septic systems. The nearest Town water and sewer facilities are located over four miles away. The property was granted a Waiver of Annexation (18-WAV-30); approved on August 27, 2019 by Town Manager. The applicant has submitted a request for a Waiver of *UDO Sections 7.06, 7.07, or 7.08* for Utility Connection for the Town Council's consideration. The approved Wavier of Annexation makes this project eligible for the Waiver of Utility Connection. This property is the beyond the maximum distance identified in the Town's UDO for utility connection.

A sewer easement has been provided in the rear of the property to provide for an anticipated future gravity sewer outfall.

Transportation:
This project provided a TIA Request for Scope form to the Town to document its trip generation, with expected eight (8) average daily vehicles. A TIA is not required for this project.

Right-of-way dedication is shown across the full frontage of this property in accordance with the UDO and CTP for the future widening of New Hill Holleman Rd to a 4-lane, median-divided thoroughfare.

A Variance Request has been submitted for *UDO Section 7.04* for Hard Surface Parking Areas for the Town Council's consideration. Should the variance be granted, the design of driveway, parking areas, and handicap parking has been shown in accordance with the ED&CS. It should be noted that this plan does meet the ED&CS requirements for parking lots that are not hard surface.

STAFF RECOMMENDATION TO THE PLANNING BOARD

ACTION #1: WAIVER OF REGULATIONS OF UDO

Staff recommends that the Planning Board recommend approval/denial of 20-WAV-11 Waiver of Regulations of UDO Section 7.06, 7.07, or 7.08 – Utility Design for Petition #19-DP-13 for New Hill Vet Clinic, to allow private well and septic systems instead of connecting to Town water and sewer as submitted by Alex Fisher.

ACTION #2: SPECIAL EXCEPTION USE

Staff recommends that the Planning Board recommend approval/denial of Special Exception Use #19-SEU-09 as specified in Unified Development Ordinance Section 2.01 R-30 Residential District to allow for a veterinary hospital in the R-30 Residential District at the property located at 4321 New Hill Holleman Road, Wake County PIN 0629158790 as submitted by Alex Fisher with the following conditions:

1. **All operations must adhere to the evidence submitted by the applicant as stated in the findings of fact submitted and those findings of fact specified by the Town Council in conjunction with 19-SEU-09.**
2. **Prior to construction drawing approval, the following must be addressed:**
   a. **Right-of-way dedication across the full property frontage must be recorded in the form of a plat.**
   b. **Public sewer easement shown on the plan must be recorded in the form of a plat.**

ACTION #3: DEVELOPMENT PLAN

Staff recommends that the Planning Board recommend approval/denial of Development Plan #19-DP-13 for New Hill Veterinary Clinic as submitted by Alex Fisher, dated Revised 09/2020 with the following conditions:

1. **Prior to construction drawing approval, the following must be addressed:**
   a. **Right-of-way dedication across the full property frontage must be recorded in the form of a plat.**
   b. **Public sewer easement shown on the plan must be recorded in the form of a plat.**

TOWN OF HOLLY SPRINGS

DEVELOPMENT PETITION

DPM Appendix #A.04
Supplement #15
December 2018

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

Petition Type:

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

☐ **Preliminary Plan- Major Subdivision**
- ☐ New ☐ Major Amendment ☐ Minor Amendment*

☒ **Development Plan** (check all that apply)
- ☐ New ☐ Major Amendment ☐ Minor Amendment*
- ☐ Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
- ☐ Non-Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
- ☐ Multifamily
- ☐ Residential Development Options or Infill Development Options

☒ **Special Exception Use**
- ☒ New ☐ Family Child Care Home

** Specify purpose of amendment on Certificate of Plan Revisions*

For DPZ Use only
Project # 19-DP-13
Fees Paid: $ 518.50
Date Received: 450.00
100.00
$ 1,068.50

☐ Initial ☐ Revised ☐ Final

Project Information:

Project Name: New Hill Veterinary Clinic
If this project is part of a previously approved plan, please specify:
PUD/Master Plan/Subdivision _____ Shopping Center/Lot# _____
Project Location: 3421 New Hill Holleman Rd. New Hill, NC 27562
Use street address. If none, use the closest intersection
☐ Within Corporate Limits ☒ Within Holly Springs ETJ ☐ Pending Annexation
PIN: 0629158790 Real Estate ID: 0099199
Project Acreage (rounded to nearest tenth): 1.5 acres Partial Parcel: ☐ No ☒ Yes (additional fee)
Current Zoning: R 30 Proposed Use (see UDO Primary Use List): _____
Open Space *[See UDO Section 7.06(F)(4)]*: ☐ Dedication ☐ Fee-in-lieu ☐ Combination ☐ N/A
Waivers Requested: ☐ No ☒ Yes- Specify UDO Section Number(s): 7.06, 7.07, 7.08
If yes, complete and attach appropriate Waiver Petition(s) from Waiver Packet
Scoping Meeting Date: 6-20-19 Concept Meeting Date: 8-15-19
If the Concept Meeting Date is not within 8 weeks of the submittal date, another Concept Meeting is required prior to submittal.

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

Project Applicant/Contact
(check one) ☒ Owner ☐ Owner's Agent ☐ Design Professional ☐ Developer ☐ Other _____
Name Alex Fisher Company _____
Mailing Address 3421 New Hill Holleman Rd
City New Hill State NC Zip 27562
Telephone # (832) 436-3584 E-Mail doefishervet@hotmail.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Design Professional if different than Applicant/Contact
Name _____ Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # ( ) _____ E-Mail _____
How would you like to receive staff review comments? ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

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

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

Landscape Architect
Name Garrett Baker Company TM TLA Associates
Mailing Address 5011 Southpark Dr. Suite 200
City Durham State NC Zip 27713
Telephone # (919) 484-8880 E-Mail garrett@tmtla.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Other: Ward Survey (any other contact that should receive comments and correspondence for this project)
Name Sonya Ward Company Ward Surveying Services
Mailing Address 124 Seaboard St.
City Apex State NC Zip 27502
Telephone # (919) 367-7858 Alternate Telephone # ( )
Fax # ( ) E-Mail sonyaward@wardsurveying.com
How would you like to receive staff review comments? ☒ Fax ☒ E-Mail ☒ US Mail
How would you like to receive Official Action Notices? ☒ Fax ☒ E-Mail ☐ US Mail- Certified

Property Owner - *Required*
Name Alex Fisher Company _____
Mailing Address 3421 New Hill Holleman Rd
City New Hill State NC Zip 27562
Telephone # (832) 436-3584 E-Mail docfishervet@hotmail.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Certificate of Submittal Completion

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

Signature: _____ Date: 8/5/20

TOWN OF HOLLY SPRINGS

PLAN REQUIREMENTS & DATA CHECKLIST

DPM Appendix #A.04
Supplement #15
October 2018

Mark each item as applicable (A) or not applicable (NA) by placing an "X" in the appropriate box.
Note: This checklist is a general list of requirements. More specific requirements are available upon request.

For DPZ Use only
Project # 19-DP-13
Date Received:

A	NA	
I. EACH SHEET MUST CONTAIN THE FOLLOWING ITEMS		
X		A. Name, address, telephone number, and fax number of the Engineer, Architect, Landscape Architect, and/or Surveyor responsible for the plans
X		B. Date of drawing preparation and all revision dates
X		C. Sheet Number and Title
X		D. North Arrow
X		E. The scale of the drawings listed in feet per inch in both graphic and numeric scale. Use Engineering scale no larger than 1" = 200'.
X		F. Seal and signature of Registered Design Professional
X		G. Name of the proposed development plus the name of Master Plan or PUD, if applicable.
X		H. ***For Plan Amendments Only:*** **Cloud all individual changes that were made to the plans and place a numbered delta next to each clouded area that corresponds with the numbered revisions on the coversheet.**
X		I. For Site Plan, Landscape, Utilities, and Grading Plans: show all overhead and underground utilities. If overhead utilities exist, developer/engineer must contact Duke Energy and/or other overhead utility providers and provide documentation regarding the relocation of such underground.
II. COVER SHEET INFORMATION		
X		A. Parcel Identification Number (PIN)/Real Estate Identification Number and location (including township, county, and state) for all parcels involved
X		B. Vicinity map at 1" = 500' with project boundary clearly marked. There must be sufficient detail and legibility in order to locate the project in reference to nearby roads and property lines
X		C. Note the dates of any previously approved Waivers, Variances, Master Plans, or PUDS
X		D. Owner/Applicant/Developer/Engineer/Architect/Landscape Architect(s) name, address, and telephone number
X		E. Zoning designation of the property to be developed (and list of conditions, if applicable)
X		F. Provide statement "Plan is subject to revisions during Construction Drawing Approval Process"
X		G. Provide 10" X 8" blank space in upper right corner for Town use.
X		H. Total Acreage of Tract(s) to be developed and number lots
X		I. Clearly identify survey benchmark used for project on the cover or overall project sheet. Project should be tied to local monuments established by G.P.S. for Town of Holly Springs with identification of the monument that was used, if such monument is in proximity to the project. This requirement shall not supersede any requirement to tie to NCGS monumentation.
X		J. List type of development: Development Plan, Preliminary Plan, Master Plan (Detailed or Schematic), Special Exception Use, Development Option Plan etc.
X		K. Provide proposed sewer flow for the project including how calculation was determined.
X		L. ***For Plan Amendments Only:*** **Provide a dated table listing all amendments made to plan since last Town approval.**
III. BASE DATA/SITE PLAN SHEET / LOT LAYOUT INFORMATION		
X		A. Show boundaries of tract(s) proposed for development. If there is more than one tract involved and a recombination is to occur, place the note "to be recombined". All adjoining property lines of tracts adjoining the property should include zoning designation and property owner information for adjacent properties

A	NA	
	X	B. Show all historic resources identified within the project area *(Refer to Vision Holly Springs: The Town of Holly Springs Comprehensive Plan, Section 1: Future Land Use & Community Character)*. Provide information on the preservation, rehabilitation, or reuse of the historic resource.
X		C. Show and label proposed and existing streets, right-of-way, sidewalks and greenway, including all dimensions. Provide existing street names and required road improvements
		D. Show proposed Pedestrian and Vehicular Circulation as specified in UDO Section 7.09
X		E. Show any existing structures, underground storage tanks, utilities (specify overhead or underground and indicate where overhead lines will be relocated underground), drives, roads, and natural features on and within 200' of the subject property and label them as such. *(If a structure on the subject property is to be removed, label it "to be removed".)*
X		F. Show, dimension, and label required landscape buffer areas as specified in UDO Section 7.06, D. Provide information on the future maintenance of the buffer area
X		G. List minimum yard, building, and driveway setbacks and indicate on plan the setback from each side of the building to the corresponding property line.
X		H. Show proposed building layout; including square footage, FFE's and building footprint if applicable
X		I. Show the location of all HVAC units, Mailbox Kiosks, exterior CO canisters and similar equipment, and Trash Enclosures with the trash truck turning radii template. Note: Trash or recycling containers of any size must be enclosed. All ground mounted equipment, including HVAC units, exterior CO canisters, and similar equipment must be screened from view.
X		J. List the average lot size, minimum lot width, minimum lot depth, maximum building height, and the gross density of the development
X		K. Show and label required riparian buffers, FEMA and local floodplain areas within the boundaries of the site
X		L. Design Engineering data for all roadway radii and curves
X		M. Provide lot size(s)
X		N. Show and label all easements
X		O. Show proposed parking lot layout and list the required number of spaces and the number of spaces provided. Provide dimensions of spaces and aisles. *[See UDO Table 7.04-D]*
X		P. Show the proposed location and list the required number of bicycle racks and the number of bicycle racks being provided (see UDO Table 7.04-D)
X		Q. Show required off-street loading areas and off-street loading spaces. (See UDO Table 7.05-A)
X		R. Show all required greenways. *[See UDO Section 7.06, C.]*
X		S. Indicate areas for all proposed outdoor operations including outdoor seating, display/sales of merchandise, outdoor storage, and business vehicle parking.
IV. GRADING AND DRAINAGE PLAN		
X		A. Show existing and proposed grading plan which includes all lot lines, building footprints if applicable, proposed structures
X		B. Provide preliminary drainage calculations
X		C. Provide preliminary drainage designs, including structure, swales, preliminary pipe sizes, and easements
X		D. Clearly label restricted stream buffers
X		E. Draft Stormwater Management Plan – provide draft sizing calculations for all BMP's. Also provide drainage area map for BMP's and the site.
X		F. Draft Flood Study – Demonstrate site will be able to accommodate any required detention facilities, provide draft supporting calculations.
V. LANDSCAPE PLAN		
X		A. Location and size of proposed plant material including live vegetation ground cover and species selection. This includes perimeter yard and/ or buffer yard and/or foundation planting and/or parking area screening and/or interior parking lot planting. Include site distance triangles at all intersections. Do not label perimeter yards as "buffer" unless it is a designated buffer area as specified in 7.06 D or a bufferyard as defined in the UDO.
X		B. Indicate locations, size, and species of proposed street trees, *[See UDO section 7.01, K.]*
X		C. Show fencing details *[See UDO Section 7.01, L.]*
	X	D. Show the location of berms, if there are any, and provide detail information on the berm *[See UDO Section 7.01, L.]*

A	NA	
	X	E. Show utility and drainage easements and any drainage devices (BMP, temporary erosion control devices, swales or structures)
	X	F. Show location of ground level utility boxes, HVAC equipment, RPZ, overhead (if allowed to remain overhead) and underground utility lines, etc.
	X	G. Provide landscape tables listing the plant species to be used. Note: No single species shall constitute more than twenty-five percent (25%) of the plant material of its type. [*See UDO Section 7.01, M.*] Verify species are not listed on the *Invasive Species List* (*See DPM Section 12.01*).
	X	H. Provide plant unit value calculations for perimeter yards, foundation landscaping (for both primary and accessory structures) and parking areas if required. [*See UDO Section 7.01, M.*]
	X	I. Specify the limits of live vegetation, ground cover and mulch. [See *UDO Section 7.01J*]
	X	J. Note who will be responsible for the maintenance of the Landscaping and include the following notes: *Example: Owner shall be responsible for:* *"The maintenance of all required landscaping by keeping lawns mowed, all plants maintained as disease free, all planting beds groomed and kept weed free (except in areas of preserved existing natural vegetation (i.e., thickets), and kept free from trash, debris and other objectionable materials;* *"The replacement of any required planting, which is removed or dies after the date of planting. Such replacement shall occur during the next planting season; and, the replacement of any tree in a Tree Save Area, which is removed or dies after the date of approval of a Preservation Landscape Plan. Such replacement shall occur during the next planting season."*
	X	K. If an alternate Landscape Plan is being proposed, see *UDO Section 7.01, P.* and include a letter to the Director of Planning & Zoning regarding why this is being requested.
	X	L. If using existing vegetation you must provide a tree survey, 20' X 20' sq. ft. tree sample areas every 100' linear feet along the perimeter buffer. [*See UDO Section 7.01, K.*]
	X	M. Indicate the location of all tree protection fencing
	X	N. Show all tree preservation areas.
	X	O. Landscape Plans shall be sealed by a Registered Landscape Architect.
VI. TREE PRESERVATION PLAN		
	X	A. The latest available aerial photograph of the project area.
X		B. An Existing Vegetation Plan depicting the location, area, predominant species, general health, estimated number of trees, and average *Diameter at Breast Height (or DBH)* of stands of trees.
	X	C. When Sample Area Surveys are used in place of a full site-survey, Survey Area shall include a detailed survey of all trees and other vegetation existing in a twenty foot by twenty-foot (20' X 20') representative sample area to be preserved and the location of the sample area. [*See UDO Section 7.01, K.*]
	X	D. Provide area calculations for Tree Preservation Areas within and outside of Environmental features (Wetlands, Stream Buffers, etc.).
	X	E. Provide calculations for overall Tree Preservation Area, specifying which methods (Specimen Tree, Significant Tree Stands, Supplemental Undisturbed Perimeter Landscape Yards or Significant Natural Resource Areas) were used to meet Tree Preservation Area requirements.
	X	F. Tree Preservation Plan must be prepared by a Certified Arborist, Registered Forester, or Registered Landscape Architect or other qualified professional approved by Director of Planning & Zoning.
VI. UTILITY LAYOUTS		
X		A. Provide base site plan information including, but not limited to all structures, utilities, drives, roads and natural features on the property and within 200' beyond property lines.
	X	B. Show any proposed irrigation or sprinkler, and sewer line information and associated backflow prevention devices
	X	C. Show, label and dimension all existing and proposed Town utility lines (potable water, sanitary sewer, and reclaimed water). Also show both underground and overhead dry utilities on and off site to serve site (example: electric, telephone, and cable)
	X	D. Provide street lighting plan for interior and/or adjacent roadways

VII. DETAILS SHEET		
	N	A. Provide EDCS Detail HS-816 and HS-817 for street tree and root guard installation
	X	B. Provide EDCS Detail HS-359, HS-360, or HS-361 for appropriate street blade poles and traffic control signage
	X	C. For projects within the Village District: Provide EDCS Detail HS-009 for benches
VII. INFORMATION REQUIRED FOR DEVELOPMENT PLAN		
	N	A. Alternate Architectural Compliance and Site Design Waivers can only be requested if submitted at the time of the filing of the Development Plan Petition. Request must comply with the findings listed in either UDO Section 2.06, 2.07, 3.03, 3.08, 4.05, 7.03, 7.04, 7.05, 7.06, 7.07, 7.08 and/or 7.09.; whichever is applicable. See Waiver Packet for more information.
	N	B. Indicate the type of outdoor light fixtures that will be used (Parking lot lighting, architectural lighting, building lights, safety lights, and landscaping lights), including but not limited to, the manufacturers or electric utility catalog specifications sheets, drawings, or photometric reports, color of pole, type of light source *[See UDO Section 7.02]* 1. The maximum light level permitted within the parcel shall not exceed fifteen (15) horizontal foot candles. 2. The maximum light level permitted on the lot line shall not exceed (0.2) horizontal foot candles.
	X	C. Provide details for all proposed dumpster enclosures, mailbox kiosks, accessory structures, and fences on either the elevation or detail sheet with material and color call outs.
	N	D. Provide color, scalable elevations with building material and color callouts, and dimension stringers indicating building height. Provide square footage and % of façade area for the following materials: masonry (excluding: windows; display window; doors; roofing; fascia or soffit materials), glass, other materials. Also include an explanation of how the architectural design elements that are being used satisfy the applicable Architectural and Site Design Requirements in the UDO. [See Section 3.03, 3.08, 4.05] Show all roof mounted mechanical equipment and screening. [Section 3.08 and 4.05] Provide a materials board indicating all colors and materials proposed for the project.
		
VIII. INFORMATION REQUIRED FOR SPECIAL EXCEPTION USE		
X		A. Special Exception Use petitions are required to submit a written narrative response which provides a detailed statement regarding the proposed use in addition to the required Findings of Fact Form.
X		B. A petition for a Special Exception Use may contain a request to waive Development Standards of the district determined to be inappropriate for the individual Special Exception Use if such waiver is specifically requested in said petition and specifically approved by the Town Council [UDO Section 9.10.]
IX. INFORMATION REQUIRED FOR RESIDENTIAL SUBDIVISIONS *(PLEASE INCLUDE ON SITE PLAN)*		
	X	A. Show and label all passive and active open space, and reference applicable greenway and park requirements as specified in the Comprehensive Plan *[See UDO Section 7.06, C & F]*
	X	B. Indicate the amount of land dedicated to Open Space and the entity responsible for maintenance *[See UDO Section 7.06, F]*
	X	C. Provide the maximum and minimum lot sizes [Note: *Buffer areas are not permitted to be a part of the minimum lot area in residential districts. See UDO Section 7.06, D]*
	X	D. If subdivision is a utilizing Development Options note which waivers are being used and which design features will be used. *[See UDO Section 2.09, C.]*

X. INFORMATION REQUIRED FOR MASTER PLANS – SCHEMATIC *(PLEASE INCLUDE ON SITE PLAN)*		
	X	A. Include the max number of lots, minimum lot area, access easements to all lots
	X	B. Show schematic layout of major road connections (including curb cuts to existing roads and general internal road connectivity), layout of major utility connections (including where the utilities will be tied to and how adjacent properties will be stubbed).
XI. INFORMATION REQUIRED FOR MASTER PLANS – DETAILED *(PLEASE INCLUDE ON SITE PLAN)*		
	X	A. Include the max number of lots, minimum lot area, access easements to all lots
	X	B. Show road configurations, utility layout as needed to serve each phase or lots.

This checklist serves as a list of basic information required with a Preliminary Plan, Development Plan, Master Plan or Special Exception Use. There may be additional information needed that is considered by the Town Staff members, the Planning Board, Town Council or Technical Review Committee as being pertinent to the review of the project being submitted.

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

TOWN OF HOLLY SPRINGS

SPECIAL EXCEPTION USE FINDINGS OF FACT

DPM Appendix #A.04
Supplement #15
December 2018

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

Project Information:

Project Name: New Hill Veterinary Clinic

Special Exception Use:

For DPZ Use only
Project # 19-DP-13
Date Received:

UDO Section No.:
Special Exception Use: Veterinary Clinic
Specific Special Exception Use Request:
Request to convert and use existing building for veterinary clinic

Findings of Fact:

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

(1) The proposed use will not be injurious to the public health, safety, comfort, community moral standards, convenience or general welfare:
The proposed property will be used to promote public health by ensuring no zoonotic diseases are transmitted humans, such as Rabies through the proper vaccination of companion animals. to Farm animals and companion animals will be cared for to help elevate the community's general welfare

(2) The proposed use will not injure or adversely affect the adjacent area or property values therein:
The proposed property will maintain its agriculture and rural look, therefore it will not adversely affect any adjacent properties or their property value.

(3) The proposed use will be consistent with the character of the district, land uses authorized therein, and the Town of Holly Springs Comprehensive Plan:
The proposed land will maintain its agriculture look. No changes will be made in the existing buildings. The character of the district and the land use will be consistent with the current comprehensive plan.

(4) The proposed use shall conform to all development standards of the applicable district (unless a waiver of such development standards is requested as part of the special exception use petition and approved by the Town Council in which case the proposed use shall conform to the terms and conditions of such waiver):
The proposed area shall conform to all development standards. Handicap Paved parking and a handicap ramp will be installed. The landscape around the building will meet development standards. The property will meet ADA standards.

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

Access drive and driveways will be large enough to accomodate all vehicles entering the property. The driveways will be wide enough to all vehicles to safely enter and leave property. There will be a walkway from the parking lot to the building to all pedestrians to safely enter and leave building

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

Off street parking areas will be clearly visible to the public and will be safe and convenient. The off street parking will be large enough to allow emergency vehicles to enter and leave premise.

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

The building will have an ADA compliant restroom. Smoke detectors and alarms will be located inside the building. The building will be safe to the public. Fire extinguishers and exit signs will be located at all exit points.

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

The building will have adequate utilities (Potable water supply, sewage drainage, electricity, telephone and internet connection). The services will be adequate to meet the needs of the proposed veterinary clinic.

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

The location and arrangent of the use on the site will remain the same as the existing arrangents. There will be no physical changes to the existing building or the property, therefore there will be minimal adverse impact to the general area.

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

The hours of operation will be Mon - Fri 8am - 5pm. These hours are consistent with the Holly Springs grass collection facility located directly across the street. There should be minimum impact on adjoining properties. Farmers and pet owners will likely use facility. Approximately one or two clients will use the facilty each hour of operation.

Certificate of Completion

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

Signature of Applicant: _____ Date: 5/5/20

Signature of Owner: _____ Date: 5/5/20

TOWN OF HOLLY SPRINGS

VARIANCE OF DEVELOPMENT STANDARDS PETITION

DPM Appendix #A.16
Supplement #14
April 2018

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

Variance Request (please be specific)

UDO Section No.: 7.06

Section Title: waiver of lot design, and utility design.

Specific Variance Request: (1.) Variance for hard surface parking, curb and gutter. Request to provide gravel parking.

(2.) variance of power line utility connection. Request waiver to pay for utility in lieu.

For DPZ Use only
Project # 19-DP-13
Fees Paid: $ 100 ea
Date Received:

☐ BOA ☐ Town Council

Project Information

Project Name New Hill ~~Holleman~~ Veterinary Clinic

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

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

Project Location 3421 New Hill Holleman Road

Use street address. If none, use the closest intersection

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

PIN 0629158790 Real Estate ID 0099199

Project Acreage 1.5 acres Current Zoning R30

Scoping Meeting Date : 6-20-19 Concept Meeting Date: 8-15-19

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

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

Project Applicant/Contact

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

Name _____ Company _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone # (____) _____ E-Mail _____

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

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

Developer

Name _____ Company _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone # (____) _____ E-Mail _____

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

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

Property Owner

Name Alex Fisher Company _____

Mailing Address 3421 New Hill ~~Holleman~~ Rd

City New Hill State NC Zip 27562

Telephone # (832) 436-3584 E-Mail docfishervet@hotmail.com

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

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

TOWN OF HOLLY SPRINGS

VARIANCE OF DEVELOPMENT STANDARDS FINDINGS OF FACT

DPM Appendix #A.16
Supplement #14
April 2018

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

Project Information

Project Name: New Hill Veterinary Clinic

For DPZ Use only
Project # 19-DP-13
Date Received:

Findings of Fact

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

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

The proposed property will maintain it's current agriculture and rural look and use. The property will be used at a very low intensity. A Variance of Development Standards is requested because it will be an unnecessary hardship to add paved parking or underground utilities.

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

The hardship results because the use of the property will not change from the current use. The property is currently being used as a small residential farm. There is sufficient and adequate access to the property currently. The driveway allows for all types of vehicles to easily access the property. The use will remain the same for drive

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

The property has been used as a small farm and residence for over 100 years. Farmers and livestock have been able to access property without any problems in the past. The same access will be used for the property as a Veterinary Clinic.

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

This request is consistent with the intent of the ordinance. The property will not change it's current look. It will maintain an agriculture and rural look. The public will be safe when entering and leaving the property.

Certificate of Completion

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

Signature of Applicant: [signature] Date: 5/5/20

Signature of Owner: [signature] Date: 5/5/20

TOWN OF HOLLY SPRINGS

WAIVER/ALTERNATE COMPLIANCE PETITION

DPM Appendix #A.06
Supplement #15
December 2018

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

Waiver/Alternate Compliance Type (check one)

- ☐ UDO Section 1.23 – Request for Incentives for the Preservation, Rehabilitation, or Adaptive Reuse of Historic Structures
- ☐ UDO Section 2.06 or 2.07- Waiver of Architectural and Site Design Requirements in R-MF-8 & R-MF-15
- ☐ UDO Section 2.09– Waiver of Development Requirements for Development Options in the R-30, R-20, R 15, R-10 and R-8 Districts
- ☐ UDO Section 2.10– Waiver of Development Requirements for Infill Development Options in the R-8 District
- ☐ UDO Section 3.03- Alternate Compliance with Architectural and Site Design Requirements in TV
- ☐ UDO Section 3.03- Alternate Compliance with Development Standards in TV
- ☐ UDO Section 3.08- Alternate Compliance with Architectural and Site Design Requirements in LB, CB, OR, GB
- ☐ UDO Section 4.05- Alternate Compliance with Architectural and Site Design Requirements in BT, RT, IT
- ☐ UDO Section 7.01- Alternate Landscape Plan Approval
- ☐ UDO Section 7.01- Waiver of Required Tree Preservation Requirements
- ☐ UDO Section 7.03- Waiver of Sign Regulations
- ☐ UDO Section 7.04- Reduction in the Number of Required Off-Street Parking Spaces
- ☐ UDO Section 7.04- Waiver of Off-Street Parking Regulations
- ☐ UDO Section 7.05- Waiver of Off-Street Loading Regulations
- ☒ UDO Sections 7.06, 7.07, or 7.08- Waiver of Lot Design, Street Design, or Utility Design
- ☐ UDO Section 7.09- Waiver of Pedestrian Circulation & Vehicular Area Design Requirements
- ☐ UDO Sections 9.05, B.- Waiver of Platting, Project Construction Drawing Approval, Recombination and Vacation Procedures
- ☐ DPM Section 1- Waiver of Voluntary Annexation

For DPZ Use only
Project # 19-DP-13
Fees Paid: $ _____
Date Received:

☐ Initial ☐ Revised ☐ Final

Project Information

Identify the project associated with this Waiver/Alternate Compliance request

Associated Project Name:	New Hill Veterinary Clinic	Associated Project Number:	19-DP-13 19-SEU-09

Waiver/Alternate Compliance Request

Specific Request: (provide additional sheets if necessary)

Waiver responsibility to pay for utility.
Waiver for power line relocation. Waiver to waive connections to town utilities

Contact Information

Waiver/Alternate Compliance Contact

Name Alex Fisher Company _____
Mailing Address 3421 New Hill Holleman Rd
City New Hill State NC Zip 27562
Telephone # (832) 436-3584 E-Mail docfishervet@hotmail.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Town of Holly Springs
Industrial Wastewater Survey, Short Form

This form has been sent to your business to determine types and sources of wastewater that are entering the Town of Holly Springs' Wastewater Treatment Facility. This form must be completed in accordance with the Town's Sewer Use Ordinance. The Sewer Use Ordinance can be examined on the Town's website at www.hollyspringsnc.us

Facility Name: New Hill Veterinary Clinic
Facility Address: 3421 New Hill Holleman Rd. New Hill, NC 27562
Facility Telephone Number:_____ Facility Fax:_____
Type of Industry, Manufacture, Trade, or Business:
Veterinary Clinic

Products Produced:
Veterinary Services

Number of Employees: 1

General Description of the industrial activities and/or plant processes at this site:
General Veterinary Medicine and Surgery

Current Federal Standard Industrial Classification Code (S.I.C):_____(if applicable)

Does the facility discharge any water from parts washing operations, contact cooling, oil/water separators, or any other type of wastewater other than from restrooms? If so, describe:
No

"Industrial Waste" means liquid or other wastes resulting from any processes of industry, manufacturing, trade, or business, or from the development of any natural resources. "Other Waste" means decayed wood, sawdust, shavings, bark, limes, garbage, refuse, ashes, offal's, tar, oil, chemicals, and all other substances, except industrial waste and sewage, which may cause pollution in any waters.

1. Does this facility discharge industrial waste or other waste to the sanitary sewer? YES (NO)
2. Is the discharge from industrial waste or other waste continuous or batch?_____
3. Does this facility use any type of chemical mixed with water that is discharged to the sanitary sewer? YES (NO) If yes, please list:_____
4. What is the total discharge to the sanitary sewer (gallons per day)? _____
5. What is the total industrial or other waste discharge to the sanitary sewer (gallons per day)?_____
6. Are any chemicals stored in quantities of 55 gallons or more? YES (NO)
7. Does this facility use any well water or other water source other than the public water supply? (YES) NO
8. Are any outside drains connected to the sanitary sewer? YES (NO)
9. Does your facility discharge storm water to the sanitary water? YES (NO)

Our Sewer Use Ordinance requires that an Authorized Representative of the User sign all reports to the Town. Authorized Representative is defined as "a person responsible for the Principle Business decisions or other policy decisions for the facility."

To the best of my knowledge the information on this form is true and accurate.

Signature _____ Date 5/5/20

Print name Alex Fisher Job Title Owner

For more information or any questions, please contact the Water Quality Department at (919)577-2273
Return this form with your Development Petition

Form 8022 Updated: 2/8/18

(Revised

TOWN OF HOLLY SPRINGS

WAIVER/ALTERNATE COMPLIANCE PETITION

DPM Appendix #A.06
Supplement #14
April 2018

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

Waiver/Alternate Compliance Type (check one)

- ☐ UDO Section 2.06 or 2.07- Waiver of Architectural and Site Design Requirements in R-MF-8 & R-MF-15
- ☐ UDO Section 3.03- Waiver of Architectural and Site Design Requirements in TV
- ☐ UDO Section 3.03- Waiver of Development Standards in TV
- ☐ UDO Section 3.08- Alternate Compliance with Architectural and Site Design Requirements in LB, CB, OR, GB
- ☐ UDO Section 4.05- Alternate Compliance with Architectural and Site Design Requirements in BT, RT, IT
- ☐ UDO Section 7.03- Waiver of Sign Regulations
- ☐ UDO Section 7.04- Reduction in the Number of Required Off-Street Parking Spaces
- ☐ UDO Section 7.04- Waiver of Off-Street Parking Regulations
- ☐ UDO Section 7.05- Waiver of Off-Street Loading Regulations
- ☐ UDO Sections 7.06, 7.07, or 7.08- Waiver of Lot Design, Street Design, or Utility Design
- ☐ UDO Section 7.09- Waiver of Pedestrian Circulation & Vehicular Area Design Requirements
- ☐ UDO Sections 9.05, B.- Waiver of Platting, Project Construction Drawing Approval, Recombination and Vacation Procedures
- ☑ DPM Section 1- Waiver of Voluntary Annexation

For DPZ Use only
Project # 18-WAV-30
Fees Paid: $ 50-
Date Received: Received
JUL 19 2019
Planning & Zoning
☐ Initial ☐ Revised ☐ Final

Project Information

Project Name: Veterinary Hospital

Waiver/Alternate Compliance Request

Specific Request:
Waiver of Voluntary Annexation

Contact Information

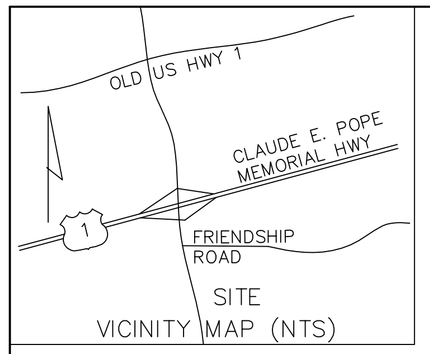
Waiver/Alternate Compliance Contact

Name Alex Fisher Company
Mailing Address 3421 New Hill Holleman Rd
City New Hill State NC Zip 27562
Telephone # (832) 436-3584 E-Mail docfishervet@hotmail.com
How would you like to receive staff review comments? ☑ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☑ E-Mail ☐ US Mail- Certified

19-DP-13/19-SEU-09

PLANS FOR NEW HILL VETERINARY CLINIC

3421 NEW HILL HOLLEMAN ROAD



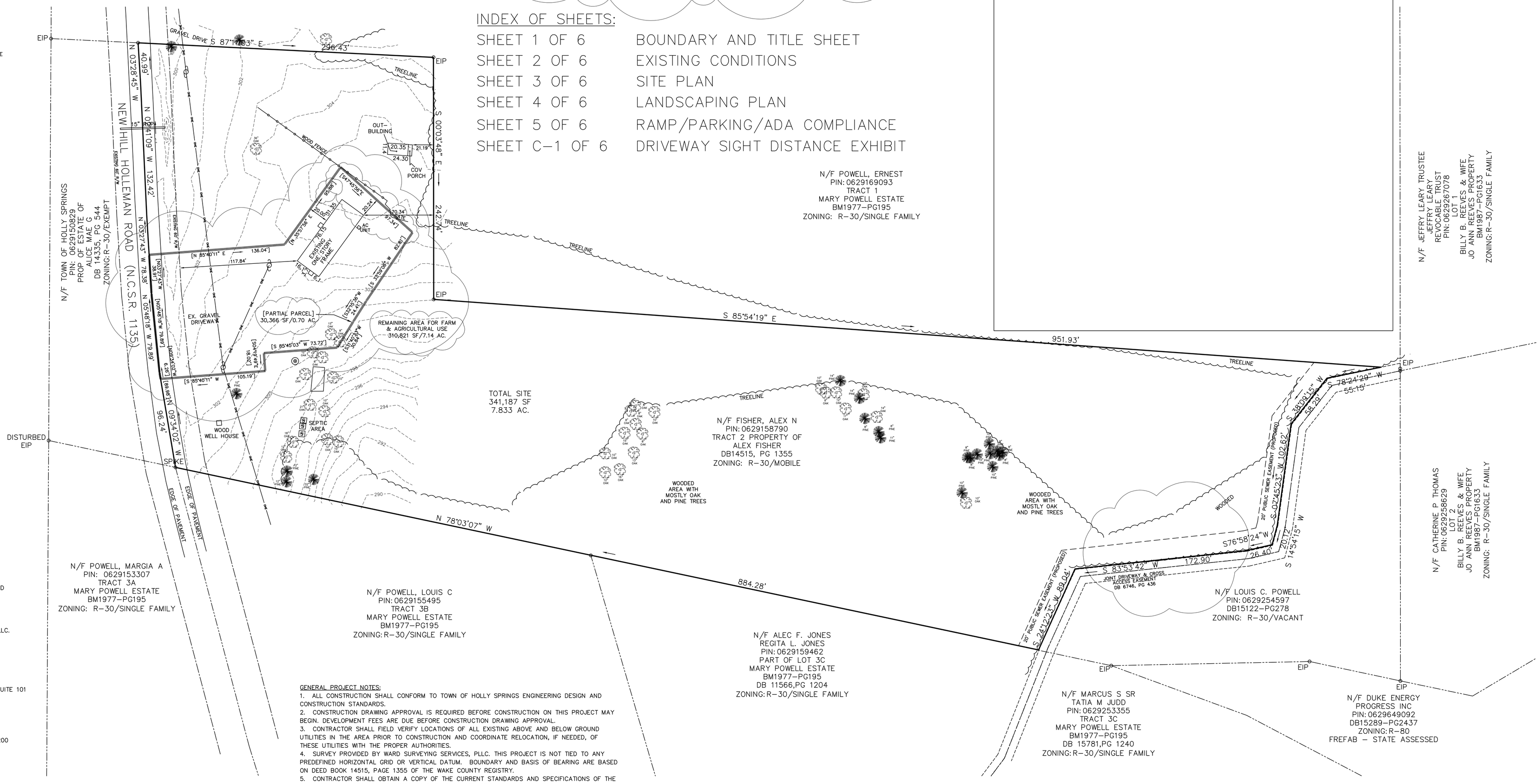
VICINITY MAP (NTS)

INDEX OF SHEETS:

SHEET 1 OF 6	BOUNDARY AND TITLE SHEET
SHEET 2 OF 6	EXISTING CONDITIONS
SHEET 3 OF 6	SITE PLAN
SHEET 4 OF 6	LANDSCAPING PLAN
SHEET 5 OF 6	RAMP/PARKING/ADA COMPLIANCE
SHEET C-1 OF 6	DRIVEWAY SIGHT DISTANCE EXHIBIT

LEGEND:
R/W = RIGHT OF WAY
C/L = CENTER LINE
EIP = EXISTING IRON PIPE
RCP = REINFORCED CONCRETE PIPE
= CLEAN-OUT
= SEPTIC LIDS
= UTILITY POLE
OVERHEAD UTILITY LINE
WOOD FENCE
= CONIFEROUS TREE
= DECIDUOUS TREE





OWNER:
ALEX N. FISHER
3421 NEW HILL HOLLEMAN ROAD
NEW HILL, NC 27562-9253
(832)436-3584

SURVEYOR:
WARD SURVEYING SERVICES, PLLC.
124 SEABOARD STREET
APEX, NC 27502
(919)367-7858

ENGINEER:
THE SPAULDING GROUP, PA
1611 JONES FRANKLIN ROAD, SUITE 101
RALEIGH, NC 27606
(919)854-7990

LANDSCAPE ARCHITECT:
TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE 200
DURHAM, NC 27713
(919)484-8880

GENERAL PROJECT NOTES:
1. ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.
2. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
3. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL EXISTING ABOVE AND BELOW GROUND UTILITIES IN THE AREA PRIOR TO CONSTRUCTION AND COORDINATE RELOCATION, IF NEEDED, OF THESE UTILITIES WITH THE PROPER AUTHORITIES.
4. SURVEY PROVIDED BY WARD SURVEYING SERVICES, PLLC. THIS PROJECT IS NOT TIED TO ANY PREDEFINED HORIZONTAL GRID OR VERTICAL DATUM. BOUNDARY AND BASIS OF BEARING ARE BASED ON DEED BOOK 14515, PAGE 1355 OF THE WAKE COUNTY REGISTRY.
5. CONTRACTOR SHALL OBTAIN A COPY OF THE CURRENT STANDARDS AND SPECIFICATIONS OF THE TOWN OF HOLLY SPRINGS TO REFER TO DURING CONSTRUCTION OF THE PROJECT.

NEW HILL HOLLEMAN ROAD\2019057_3421.DWG

STATE OF NORTH CAROLINA WAKE COUNTY
I, SONYA A. WARD, certify that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book SEE, Page REF, etc.)(other); that the ratio of precision as calculated by latitudes and departure is >1/10,000+; that the boundaries not surveyed are clearly indicated as drawn from information found in Book SEE, Page REF; that this map was prepared in accordance with G.S. 47-30 as ammended. Witness my hand and seal this 12TH day of JULY, 2019.

SONYA A. WARD — L - 4017
Professional Land Surveyor — Reg. No.

SEAL
NORTH CAROLINA PROFESSIONAL SEAL L-4017 SURVEYOR SONYA A. WARD

PROPERTY OWNED BY:
ALEX N. FISHER
3421 NEW HILL HOLLEMAN ROAD
NEW HILL, NC 27562-9253

SITE DATA:
PIN 0629158790 ZONED R-30
3421 NEW HILL HOLLEMAN ROAD
DEED BOOK 14515, PAGE 1355

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

REFERENCES:
-DEED BOOK 14515, PG 1355 / BOOK OF MAPS 1977, PG 195
-BOOK OF MAPS 1987, PAGE 1633/DEED BOOK 2352, PAGE 223
-FEMA FIRM PANEL #3720062800 J, DATED 5/2/2006.

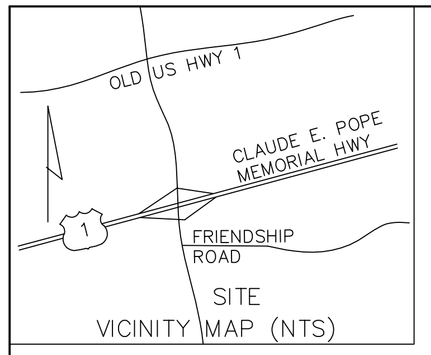
Date	Revision	By
11/19	ADDRESS H.S. COMMENTS	SW
01/20	ADDRESS H.S. COMMENTS	SW
05/20	CREATE PARTIAL PARCEL 2AC.	SW
09/20	ADDRESS H.S. COMMENTS	SW
10/20	ADJUST PARTIAL PARCEL	SW

Date: 03/14/2019
Scale: 1" = 50'
Drawn By: M. WARD
Checked By: S. WARD
Field Book: 308 page 21

BOUNDARY AND TITLE SHEET
NEW HILL VETERINARY CLINIC
3421 NEW HILL HOLLEMAN ROAD
CITY OF RALEIGH WAKE CO. N.C.

SHEET 1 OF 6

WARD SURVEYING SERVICES, PLLC
LAND SURVEYING & PLANNING
124 SEABOARD STREET, APEX, NC 27502
TELEPHONE: (919) 367-7858 FAX: (919) 367-7833



VICINITY MAP (NTS)

IMPERVIOUS CALCULATIONS :
MAIN BUILDING: 2,027 SF
ACCESSORY BUILDINGS: 594 SF
GRAVEL DRIVEWAY: 4,857 SF
STEPS/MISC.: 105 SF
TOTAL IMP. AREA: 7,583 SF OR 2.22% OF LAND AREA

LEGEND:
R/W = RIGHT OF WAY
C/L = CENTER LINE
EIP = EXISTING IRON PIPE
RCP = REINFORCED CONCRETE PIPE
= CLEAN-OUT
= SEPTIC LIDS
= UTILITY POLE
OVERHEAD UTILITY LINE
WOOD FENCE
= CONIFEROUS TREE
= DECIDUOUS TREE

GENERAL PROJECT NOTES:
1. ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.

2. ALL PERMITS TO BE APPLIED AND ISSUED PRIOR TO CONSTRUCTION. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.

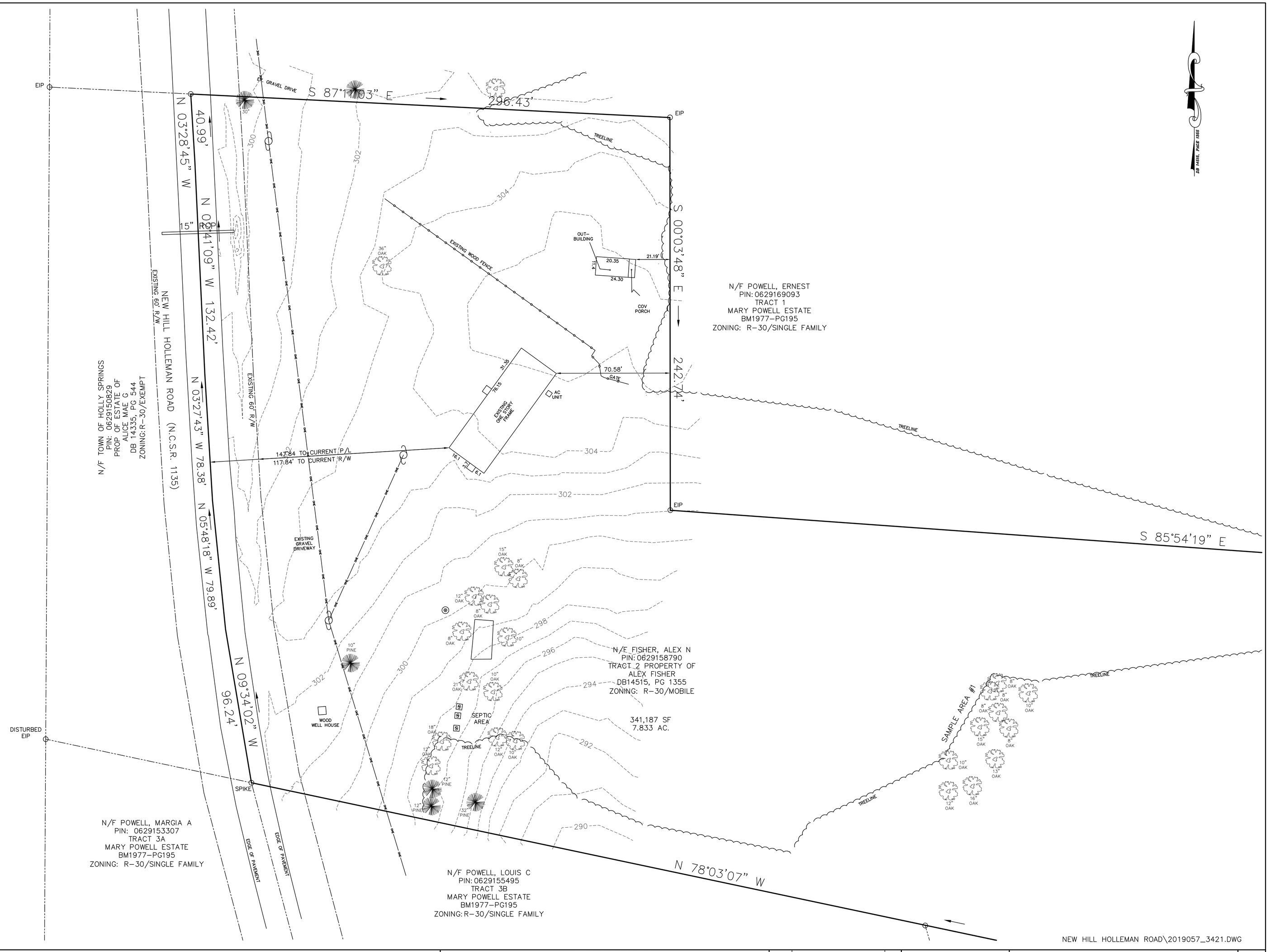
3. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL EXISTING ABOVE AND BELOW GROUND UTILITIES IN THE AREA PRIOR TO CONSTRUCTION AND COORDINATE RELOCATION, IF NEEDED, OF THESE UTILITIES WITH THE PROPER AUTHORITIES.

4. SURVEY PROVIDED BY WARD SURVEYING SERVICES, PLLC. THIS PROJECT IS NOT TIED TO ANY PREDEFINED HORIZONTAL GRID OR VERTICAL DATUM. BOUNDARY AND BASIS OF BEARING ARE BASED ON DEED BOOK 14515, PAGE 1355 OF THE WAKE COUNTY REGISTRY.

5. CONTRACTOR SHALL OBTAIN A COPY OF THE CURRENT STANDARDS AND SPECIFICATIONS OF THE TOWN OF HOLLY SPRINGS TO REFER TO DURING CONSTRUCTION OF THE PROJECT.

6. ALL ADA DESIGN AND CONSTRUCTION MUST COMPLY WITH THE DEPARTMENT OF JUSTICE 28 CFR PART 36 ADA STANDARDS FOR ACCESSIBLE DESIGN AND /OR TOWN OF HOLLY SPRINGS CODE, WHICHEVER IS MORE RESTRICTIVE. SPECIFIC ADA CODES SECTIONS TO NOT AREA 4.3 – ACCESSIBLE ROUTE, 4.6 – PARKING AND PASSENGER LOADING ZONES, AND 4.8 – RAMPS.

7. LESS THAN 12,000 SF OF DISTURBANCE IS EXPECTED, THUS NO EROSION CONTROL PERMIT OR DESIGN HAVE BEEN COMPLETED. CONTRACTOR TO PROTECT ALL AREAS FROM SEDIMENT RUNOFF DUE TO CONSTRUCTION ACTIVITIES.



NEW HILL HOLLEMAN ROAD\2019057_3421.DWG

STATE OF NORTH CAROLINA WAKE COUNTY

I, SONYA A. WARD, certify that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book _____, Page _____, etc.)(other); that the ratio of precision as calculated by latitudes and departure is >1/_____; that the boundaries not surveyed are clearly indicated as drawn from information found in Book _____, Page _____; that this map was prepared in accordance with G.S. 47-30 as ammended. Witness my hand and seal this ____ day of _____, 20____.

_____ L – 4017
Professional Land Surveyor Reg. No.

SEAL
NORTH CAROLINA PROFESSIONAL SEAL L-4017 LAND SURVEYOR SONYA A. WARD

PROPERTY OWNED BY:
ALEX N. FISHER
3421 NEW HILL HOLLEMAN ROAD
NEW HILL, NC 27562-9253

SITE DATA:
PIN 0629158790 ZONED R-30
3421 NEW HILL HOLLEMAN ROAD
DEED BOOK 14515, PAGE 1355

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

REFERENCES:
-DEED BOOK 14515, PG 1355 / BOOK OF MAPS 1977, PG 195
-BOOK OF MAPS 1987, PAGE 1633/DEED BOOK 2352, PAGE 223
-FEMA FIRM PANEL #3720062800 J, DATED 5/2/2006.

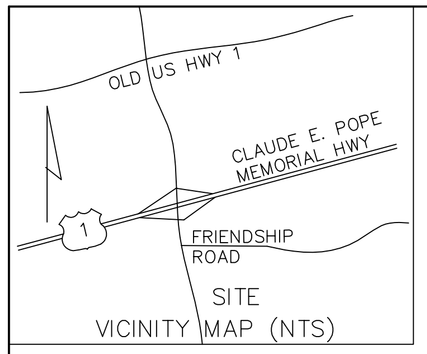
Date	Revision	By
11/19	ADDRESS H.S. COMMENTS	SW
01/20	ADDRESS H.S. COMMENTS	SW
05/20	CREATE PARTIAL PARCEL 2AC.	SW
09/20	ADDRESS H.S. COMMENTS	SW

Date: 03/14/2019
Scale: 1" = 30'
Drawn By: M. WARD
Checked By: S. WARD
Field Book: 308 page 21

EXISTING CONDITIONS
NEW HILL VETERINARY CLINIC
3421 NEW HILL HOLLEMAN ROAD
CITY OF RALEIGH WAKE CO. N.C.

SHEET 2 OF 6

WARD SURVEYING SERVICES, PLLC
LAND SURVEYING & PLANNING
124 SEABOARD STREET, APEX, NC 27502
TELEPHONE: (919) 367-7858 FAX: (919) 367-7833



VICINITY MAP (NTS)

LEGEND:
R/W = RIGHT OF WAY
C/L = CENTER LINE
EIP = EXISTING IRON PIPE
RCP = REINFORCED CONCRETE PIPE
= CLEAN-OUT
= SEPTIC LIDS
= UTILITY POLE
OHE OVERHEAD UTILITY LINE
WOOD FENCE
= CONIFEROUS TREE
= DECIDUOUS TREE
TREE PROTECTION FENCING
AREA OF DISTURBANCE

OWNER:
ALEX N. FISHER
3421 NEW HILL HOLLEMAN ROAD
NEW HILL, NC 27562-9253
(832)436-3584

SURVEYOR:
WARD SURVEYING SERVICES, PLLC.
124 SEABOARD STREET
APEX, NC 27502
(919)367-7858

ENGINEER:
THE SPAULDING GROUP, PA
1611 JONES FRANKLIN ROAD, SUITE 101
RALEIGH, NC 27606
(919)854-7990

LANDSCAPE ARCHITECT:
TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE 200
DURHAM, NC 27713
(919)484-8880

IMPERVIOUS CALCULATIONS :
MAIN BUILDING: 2,038 SF
ACCESSORY BUILDINGS: 594 SF
PROPOSED DRIVEWAY: 5,680 SF
SIDEWALK/STEPS: 1,586 SF

TOTAL IMP. AREA: 9,898 SF OR
2.90% OF LAND AREA

GENERAL PROJECT NOTES:
1. ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.

2. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRQWING APPROVAL.

3. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL EXISTING ABOVE AND BELOW GROUND UTILITIES IN THE AREA PRIOR TO CONSTRUCTION AND COORDINATE RELOCATION, IF NEEDED, OF THESE UTILITIES WITH THE PROPER AUTHORITIES.

4. SURVEY PROVIDED BY WARD SURVEYING SERVICES, PLLC. THIS PROJECT IS NOT TIED TO ANY PREDEFINED HORIZONTAL GRID OR VERTICAL DATUM. BOUNDARY AND BASIS OF BEARING ARE BASED ON DEED BOOK 14515, PAGE 1355 OF THE WAKE COUNTY REGISTRY.

5. CONTRACTOR SHALL OBTAIN A COPY OF THE CURRENT STANDARDS AND SPECIFICATIONS OF THE TOWN OF HOLLY SPRINGS TO REFER TO DURING CONSTRUCTION OF THE PROJECT.

6. ALL ADA DESIGN AND CONSTRUCTION MUST COMPLY WITH THE DEPARTMENT OF JUSTICE 28 CFR PART 36 ADA STANDARDS FOR ACCESSIBLE DESIGN AND /OR TOWN OF HOLLY SPRINGS CODE, WHICHEVER IS MORE RESTRICTIVE. SPECIFIC ADA CODES SECTIONS TO NOT AREA 4.3 – ACCESSIBLE ROUTE, 4.6 – PARKING AND PASSENGER LOADING ZONES, AND 4.8 – RAMPS.

7. LESS THAN 12,000 SF OF DISTURBANCE IS EXPECTED, THUS NO EROSION CONTROL PERMIT OR DESIGN HAVE BEEN COMPLETED. CONTRACTOR TO PROTECT ALL AREAS FROM SEDIMENT RUNOFF DUE TO CONSTRUCTION ACTIVITIES.

8. THIS NOTE LEFT BLANK INTENTIONALLY.

9. SEPTIC SYSTEM IS BEING UTILIZED TO SERVE THE SITE AND THE OWNER IS RESPONSIBLE FOR MAINTAINING PERMITS FROM WAKE COUNTY. THE PERMITS MUST BE VALID AND APPROVED PRIOR TO ISSUANCE OF BUILDING PERMITS.

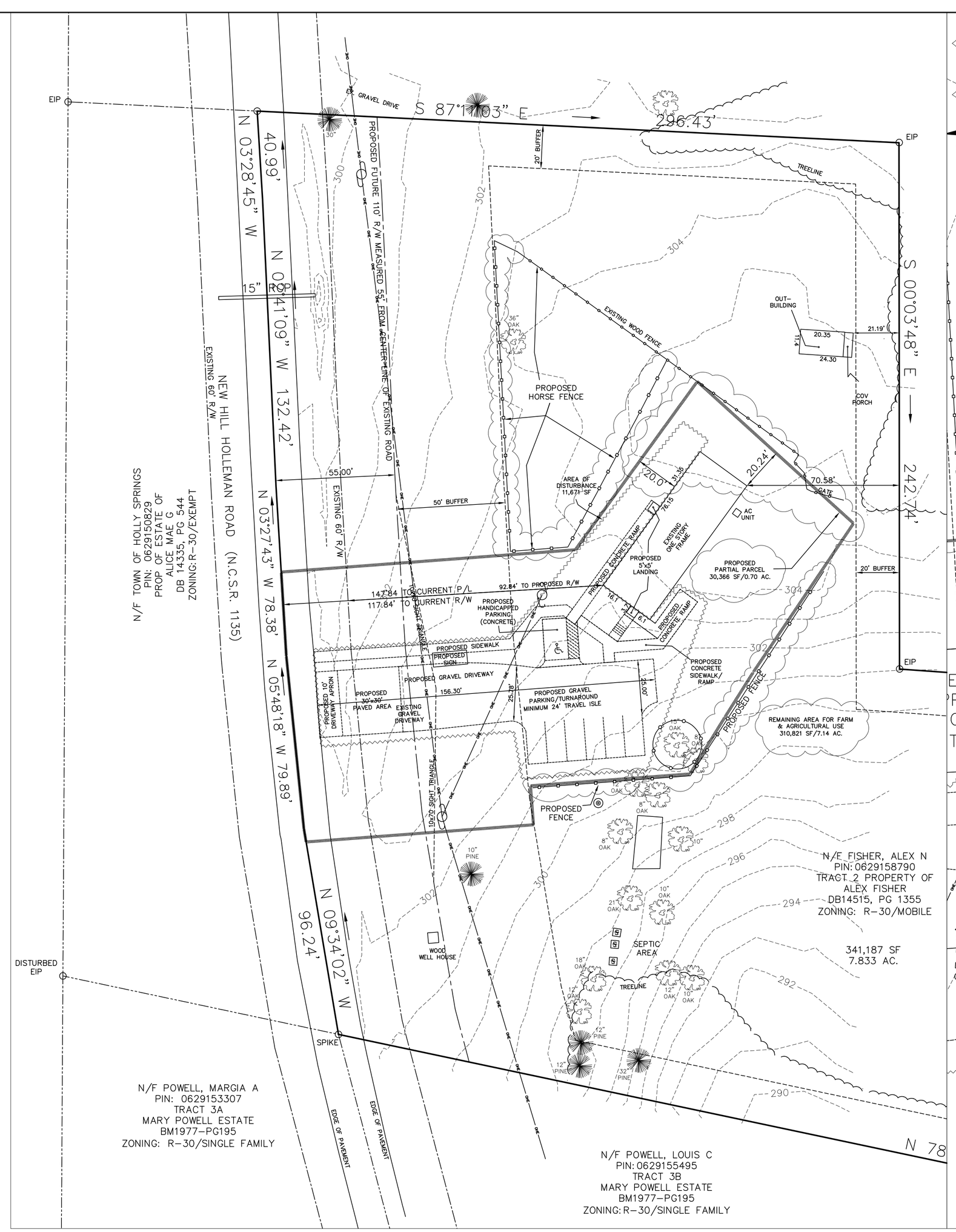
10. ADDRESS NUMBERS ON THE BUILDING MUST BE A MINIMUM OF 6-INCHES IN HEIGHT.

11. A KNOX BOX IS REQUIRED AT THE ENTRANCE TO THE BUILDING.

12. AT THE TIME OF RIGHT-OF-WAY DEDICATION, THE WOOD WELL HOUSE AS SHOWN ON THIS SITE PLAN WILL HAVE TO BE RELOCATED OR ABANDONED AS PRIVATE STRUCTURES ARE NOT PERMITTED IN NCDOT RIGHT-OF-WAY.

REQUIRED PARKING CALCULATIONS:

TOTAL BUILDING AREA = 2,037 SF
TOTAL REQUIRED PARKING SPACES = 3.5 SPACES PER 1,000 SF = 7.13, SO 7 SPACES REQUIRED
1 HANDICAPPED SPACE & 6 REGULAR SPACES



PARTIAL PARCEL OF PROPERTY 1"=30'

ENLARGEMENT OF BUILDING AREA 1"=10'

NEW HILL HOLLEMAN ROAD\2019057_3421.DWG

STATE OF NORTH CAROLINA WAKE COUNTY
I, SONYA A. WARD, certify that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book _____, Page _____, etc.)(other); that the ratio of precision as calculated by latitudes and departure is >1/_____; that the boundaries not surveyed are clearly indicated as drawn from information found in Book _____, Page _____; that this map was prepared in accordance with G.S. 47-30 as ammended. Witness my hand and seal this ____ day of _____, 20____.

_____ L - 4017
Professional Land Surveyor Reg. No.

SEAL
NORTH CAROLINA PROFESSIONAL SEAL L-4017 LAND SURVEYOR SONYA A. WARD

PROPERTY OWNED BY:
ALEX N. FISHER
3421 NEW HILL HOLLEMAN ROAD
NEW HILL, NC 27562-9253

SITE DATA:
PIN 0629158790 ZONED R-30
3421 NEW HILL HOLLEMAN ROAD
DEED BOOK 14515, PAGE 1355

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

REFERENCES:
-DEED BOOK 14515, PG 1355 / BOOK OF MAPS 1977, PG 195
-BOOK OF MAPS 1987, PAGE 1633/DEED BOOK 2352, PAGE 223
-FEMA FIRM PANEL #3720062800 J, DATED 5/2/2006.

Date	Revision	By
11/19	ADDRESS H.S. COMMENTS	SW
01/20	ADDRESS H.S. COMMENTS	SW
05/20	CREATE PARTIAL PARCEL 2AC.	SW
09/20	ADDRESS H.S. COMMENTS	SW
10/20	ADJUST PARTIAL PARCEL	SW

Date: 03/14/2019
Scale: 1" = 30'
Drawn By: M. WARD
Checked By: S. WARD
Field Book: 308 page 21

SITE PLAN
NEW HILL VETERINARY CLINIC
3421 NEW HILL HOLLEMAN ROAD
CITY OF RALEIGH WAKE CO. N.C.

SHEET 3 OF 6

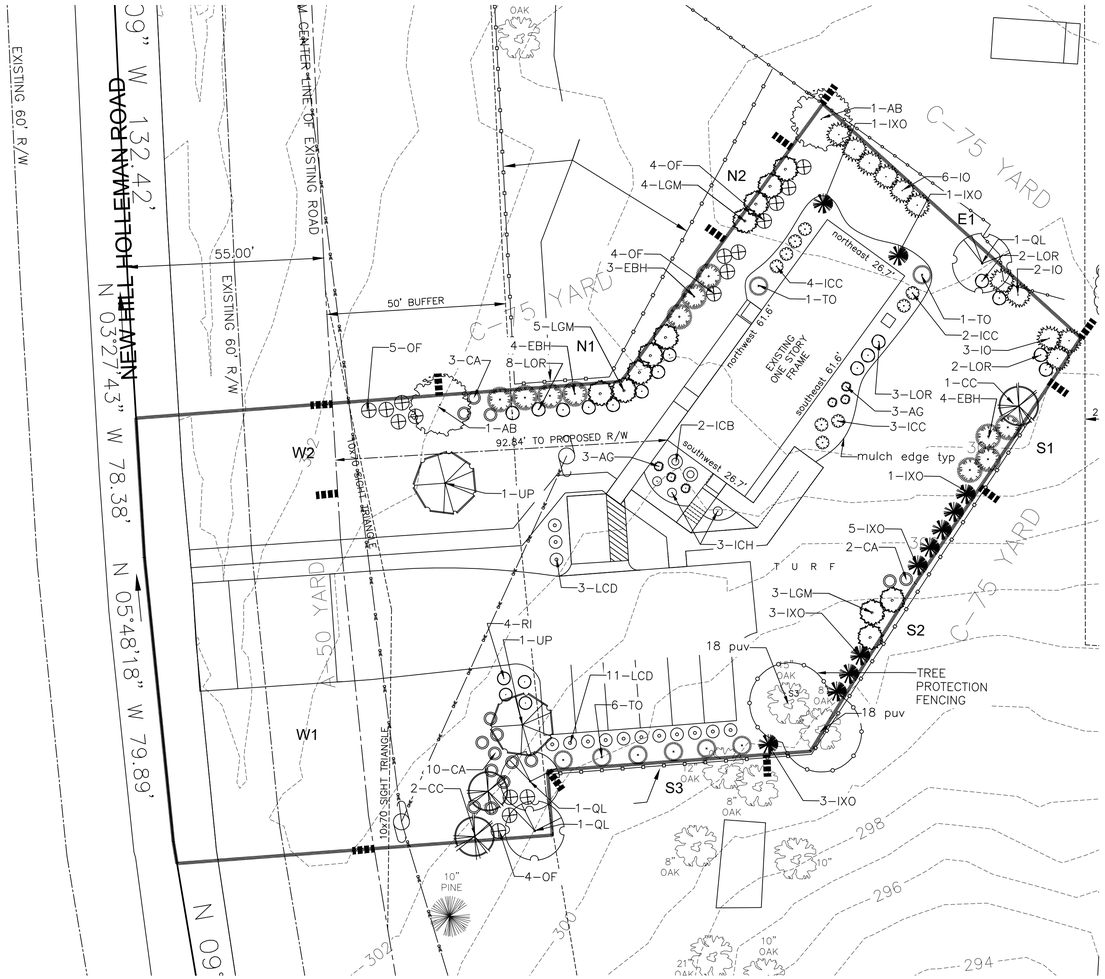
WARD SURVEYING SERVICES, PLLC
LAND SURVEYING & PLANNING
124 SEABOARD STREET, APEX, NC 27502
TELEPHONE: (919) 367-7858 FAX: (919) 367-7833

LEGEND:
R/W = RIGHT OF WAY
C/L = CENTER LINE
EIP = EXISTING IRON PIPE
RCP = REINFORCED CONCRETE PIPE
= CLEAN-OUT
= SEPTIC LIDS
= UTILITY POLE
OHU OVERHEAD UTILITY LINE
WOOD FENCE
= EX CONIFEROUS TREE
= EX DECIDUOUS TREE
TPF TREE PROTECTION FENCING
AREA OF DISTURBANCE

INTERIOR PARKING LANDSCAPING		
TOTAL PARKING SPACES	=	7
INTERIOR PARKING ISLANDS REQUIRED	=	1
INTERIOR LANDSCAPE ISLANDS PROVIDED	=	1
INTERIOR LARGE DECIDUOUS TREES REQUIRED	=	1
INTERIOR LARGE DECIDUOUS TREES PROVIDED	=	1
INTERIOR EVERGREEN SHRUBS REQUIRED	=	4
INTERIOR EVERGREEN SHRUBS PROVIDED	=	4

PLANT LIST

KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QTY.	PUV	PUV Total	% PUV	LOCATION	COMMENTS
DECIDUOUS TREES										
AB	Acer buergerianum	Trident Maple	2 1/2"	B&B	2	8	16	22%	Yard/Parking	
UP	Ulmus parviflora 'Allee'	Allee Elm	2 1/2"	B&B	2	8	16	22%	Yard	
QL	Quercus lyrata	Overcup Oak	2 1/2"	B&B	3	8	24	32%	Yard	
CC	Carpinus caroliniana	American Hornbeam	2"	B&B	3	6	18	24%	Yard	
						TOTAL	**74**			
EVERGREEN TREES										
IO	Ilex opaca 'Carnival'	American Holly	6' HT.	B&B	11	5	55	21%	Yard	
TO	Thuja occidentalis 'Degroots Spire'	Degroots Spire Arborvitae	6' HT.	B&B	8	5	40	15%	Yard / Foundation	
IXO	Ilex x 'Oakland'	Oakland Holly	6' HT.	B&B	11	5	55	21%	Yard / Foundation	
LGM	Magnolia grandiflora "Little Gem	Little Gem Magnolia	6' HT.	B&B	12	5	60	23%	Yard	
EBH	Ilex x 'Emily Bruner'	Emily Bruner Holly	6' HT.	Cont.	11	5	55	21%	Yard	
						TOTAL	**265**			
SHRUBS										
LOR	Loropetalum chinensis vr. 'Pizzazz'	Pizzazz Loropetalum	36" HT.	Cont.	15	1	15	22%	Yard/Foundation	
CA	Camellia japonica 'Kramer's Supreme'	Camellia	36" HT.	Cont.	15	1	15	22%	Yard	
ICB	Ilex corunuta 'Burdfordii Nana'	Dwarf Burford Holly	36" HT.	Cont.	2	1	2	3%	Foundation	
OF	Osmanthus x fortunei	Fortune's Osmanthus	36" HT.	Cont.	17	1	17	25%	Yard	
AG	Abelia x grandiflora 'Little Richards'	Abelia	24" HT.	Cont.	6	0.5	3	4%	Foundation/Parking	
ICC	Ilex cornuta 'Carissa'	Carissa Hollly	24" HT.	Cont.	9	0.5	4.5	7%	Foundation	
ICH	Ilex crenata 'Helleri'	Helleri Holly	24" HT.	Cont.	3	0.5	1.5	2%	Foundation	
LCD	Loropetalum chinensis vr. 'Daruma'	Daruma Loropetalum	24" HT.	Cont.	14	0.5	7	10%	Parking	
RI	Rhaphiolepis indica 'Olivia'	Indian Hawthorne	24" HT.	Cont.	4	0.5	2	3%	Parking	
						TOTAL	**67**			



PARTIAL PARCEL OF PROPERTY LANDSCAPE PLAN 1"=20'

FOUNDATION LANDSCAPING - BUILDING

NORTHWEST ELEVATION
REQUIRED AREA 62 L.F. X 2 = 123 S.F.
PROVIDED AREA 200 S.F.

PUV REQUIRED	62 L.F.	X 20 POINTS PER 100 FEET =		12
PUV PROVIDED	2	SM. EVER TREE AT 6' HT	(5.0 POINT)	10
PUV PROVIDED	4	SM SHRUBS AT 24" HT.	(0.5 POINT)	2
			TOTAL PUV PROVIDED	12

NORTHEAST ELEVATION
REQUIRED AREA 27 L.F. X 2 = 53 S.F.
PROVIDED AREA 100 S.F.

PUV REQUIRED	27 L.F.	X 20 POINTS PER 100 FEET =		5
PUV PROVIDED	1	SM. EVE. TREE AT 6' HT.	(5.0 POINT)	5
			TOTAL PUV PROVIDED	5

SOUTHEAST ELEVATION
REQUIRED AREA 62 L.F. X 2 = 124 S.F.
PROVIDED AREA 250 S.F.

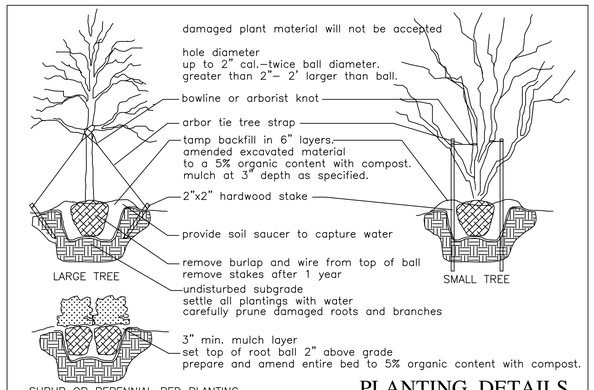
PUV REQUIRED	62 L.F.	X 20 POINTS PER 100 FEET =		12
PUV PROVIDED	1	SM. EVE. TREE AT 6' HT.	(5.0 POINT)	5
PUV PROVIDED	3	MEDIUM SHRUBS AT 36" HT.	(1 POINT)	3
PUV PROVIDED	8	SM SHRUBS AT 24" HT.	(0.5 POINT)	4
			TOTAL PUV PROVIDED	12

SOUTHWEST ELEVATION
REQUIRED AREA 27 L.F. X 2 = 54 S.F.
PROVIDED AREA 90 S.F.

PUV REQUIRED	27 L.F.	X 20 POINTS PER 100 FEET =		5
PUV PROVIDED	2	MEDIUM SHRUBS AT 36" HT.	(1 POINT)	2
PUV PROVIDED	6	SM SHRUBS AT 24" HT.	(0.5 POINT)	3
			TOTAL PUV PROVIDED	5

LANDSCAPE NOTES
1. All landscaping shall be installed and maintained in accordance with the Town of Holly Springs development code and the latest edition of nursery standards by the American Nursery and Landscape Association (ANLA).
2. Call utility locator service prior to any disturbance on this site. Contractor shall be responsible for confirmation of marked utilities within the area of work.
3. Do not change the design without approval from the the Owner and/or code compliance authority .
4. All turf areas or areas not otherwise specified shall be permanently seeded with tall turf fescue, established per sediment and erosion control requirements.
5. Products: Rebel IV or eqv. tall turf fescue for the region, seed rate at 8 lbs / 1000 sf.
6. All exposed soils or areas of disturbance shall be mulched, seeded, covered with sod, or stabilized per sediment and erosion control requirements.
7. Hard fescue/wildflower mix shall be seeded in disturbed areas not intended to be maintained as mowed turf or mulched landscape beds.
8. Products: Defiant Hard fescue or eqv, seed rate at 5 lbs / 1000 sf.
9. Products: Native Southeast Wildflower Seed Mix by American Meadows Seed Company or eqv at a seeding rate of 1 lbs /1000 sf.
10. Planting areas shall be fine graded, consisting of native topsoil or imported eqv to a depth of 8" and fertilized/limed per soil report.
11. Seeded or turf areas shall be fine graded, consisting of native topsoil or imported eqv to a depth of 4" and fertilized/limed per soil report.
12. Landscape contractor shall verify plant quantities. If discrepancy exists, use higher quantity.
13. All newly installed trees and shrubs shall be guaranteed by the contractor for one year and replaced at the owners request if the plant is stressed, damaged, diseased or dead.
14. Owner shall be responsible for the replacement of any required planting. Such replacement shall occur during the next planting season.
15. Provide adequate visibility for safe vehicular and pedestrian movement within the parking area, plant materials located within five (5) feet of the back of curb / edge of pavement of an interior landscape island located at a critical turning point within a parking area shall be selected or maintained with a growth pattern not to exceed thirty-six (36) inches above grade.
16. Plants located in an easement area are subject to approval by easement holder.
17. No large trees shall be planted in utility easements.
18. Maintain all required landscaping by keeping lawns mowed, all plants maintained as disease free, all planting beds groomed and kept weed free (except in areas of preserved existing natural vegetation (i.e. thickets)), and kept free from trash, debris and other objectionable materials.

PERIMETER AND STREET YARD LANDSCAPING					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N1	0 Large Deciduous Trees	0		0%	Type C-75
100'	at 2 1/2" Cal. 8 Points each				**75 REQUIRED**
	12 Small Evergreen Trees	60	75	80%	
	at 6' HT. 5 Points each				
	15 Large/Medium Shrubs	15		20%	
	at 36" Ht. 1 Points each				
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N2	0 Large Deciduous Trees	0		0%	Type C-75
32'	at 2" Cal. 6 Points each				**24 REQUIRED**
	4 Small Evergreen Trees	20	24	83%	
	at 6' HT. 5 Points each				
	4 Large/Medium Shrubs	4		17%	
	at 36" Ht. 1 Points each				
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
E1	2 Large Deciduous Trees	16		22%	Type C-75
98'	at 2 1/2" Cal. 8 Points each				**74 REQUIRED**
	11 Small Evergreen Trees	55	75	75%	
	at 6' HT. 5 Points each				
	4 Large/Medium Shrubs	4		5%	
	at 36" Ht. 1 Points each				
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S1	1 Large Deciduous Trees	6		23%	Type C-75
35'	at 2" Cal. 6 Points each				**26 REQUIRED**
	4 Small Evergreen Trees	20	26	76%	
	at 6' HT. 5 Points each				
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S2	1 Existing Oak	18		24%	Type C-75
100'	at 8" cal 18 Points each		75		**75 REQUIRED**
	11 Small Evergreen Trees	55		73%	
	at 6' HT. 5 Points each				
	2 Large/Medium Shrubs	2		3%	
	at 36" Ht. 1 Points each				
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S3	1 Existing Oak	18		39%	Type C-75
61'	at 15" cal 18 Points each		53		**46 REQUIRED**
	7 Small Evergreen Trees	35		77%	
	at 6' HT. 5 Points each				
	0 Large/Medium Shrubs	0		0%	
	at 36" Ht. 1 Points each				
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W1	3 Large Deciduous Trees	24		48%	Type A-50
100'	at 2.5" Cal. 8 Points each		50		**50 REQUIRED**
	2 Large Deciduous Trees	12		24%	
	at 2" 6 Points each				
	14 Large/Medium Shrubs	14		28%	
	at 36" Ht. 1 Points each				
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W2	1 Large Deciduous Trees	8		64%	Type A-50
25'	at 2.5" Cal. 8 Points each		13		**13 REQUIRED**
	5 Large/Medium Shrubs	5		40%	
	at 36" Ht. 1 Points each				



PLANTING DETAILS

GENERAL PLANTING NOTES

1. VERIFICATION OF TOTAL QUANITIES AS SHOWN SHALL BE THE RESPONSIBILITY OF THE PLANTING CONTRACTOR.
2. ALL TREES, SHRUBS, AND BEDDING PLANTS SHALL CONFORM TO THE ACCEPTED STANDARDS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
3. ALL SAUCERS SHALL BE SOAKED WITH WATER AND MULCHED IMMEDIATELY FOLLOWING PLANTING.
4. SET TOP OF TREE ROOT BALL 3" ABOVE GRADE, SHRUBS 2" ABOVE GRADE.
5. PLANT MATERIAL SHALL CARRY A ONE YEAR WARRANTY AND REPLACEMENT GUARANTEE.
6. AMEND PLANTING SOIL WITH FERTILIZE AND/OR LIME PER SOIL TEST REPORT AT THE RECOMMENDED MANUFACTURERS APPLICATION RATE.
7. THOROUGHLY MIX AGED COMPOST WITH PLANTING SOIL TO ACHIEVE A 5%-10% ORGANIC CONTENT BY VOLUME.
8. GUYING AND STAKING, IF NECESSARY, SHALL BE REMOVED AFTER ONE GROWING SEASON.
9. ALL ROOT BALLS REMOVED FROM CONTAINERS SHALL BE SCARIFIED PRIOR TO BACKFILLING.
10. ALL TREES HAVE BEEN LOCATED WITH RESPECT TO KNOWN OR EXISTING FACILITIES OR STRUCTURES, COORDINATE FIELD ADJUSTMENT WITH PROJECT OWNER OR AGENT.
11. ALL PLANT BEDS AND PLANT MATERIAL SHALL BE MAINTAINED IN GOOD HEALTH, AND ANY DEAD, UNHEALTHY OR MISSING PLANTS SHALL BE REPLACED WITH LOCALLY ADAPTED VEGETATION WHICH CONFORMS TO THE INITIAL PLANTING STANDARDS OF THE LANDSCAPE ORDINANCE.
12. REPORT ANY DESCREPANCIES TO THE PROJECT OWNER OR AGENT.
13. SUBSTITUTIONS OR ALTERATIONS SHALL NOT BE MADE WITHOUT PRIOR WRITTEN NOTIFICATION BY THE OWNER OR AGENT.
14. APPLY MULCH TO ALL PLANTING AREAS AS SPECIFIED.
15. ADD COMPOST TO PLANTING SOIL TO ACHIEVE 5% ORGANIC CONTENT.
16. ALL BEDS ARE TO HAVE A SPADE CUT MULCH EDGE WHEN ADJACENT TO TURF.

TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 1994 10-22-20 JOHN C. BIMER

PROPERTY OWNED BY:
ALEX N. FISHER
3421 NEW HILL HOLLEMAN ROAD
NEW HILL, NC 27562-9253

SITE DATA:
PIN 0629158790 ZONED R-30
3421 NEW HILL HOLLEMAN ROAD
DEED BOOK 14515, PAGE 1355

20' 10' 0 20' 40'
SCALE: 1" = 20'

811 Know what's below. Call before you dig.

REFERENCES:
-DEED BOOK 14515, PG 1355 / BOOK OF MAPS 1977, PG 195
-BOOK OF MAPS 1987, PAGE 1633/DEED BOOK 2352, PAGE 223
-FEMA FIRM PANEL #3720062800 J, DATED 5/2/2006.

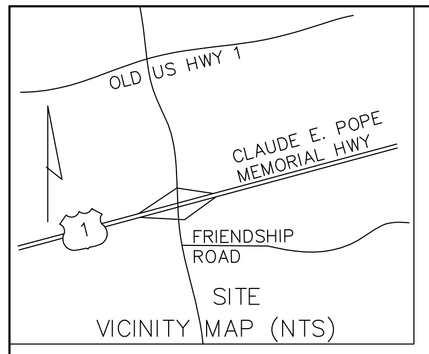
Date	Revision	By
11/19	ADDRESS H.S. COMMENTS	SW
01/20	ADDRESS H.S. COMMENTS	SW
05/20	CREATE PARTIAL PARCEL 2AC.	SW
08/11	ADD LANDSCAPE SHEET	
09/24	COMMENTS REVISION	
10/07	COMMENTS REVISION	
10/22	Parcel Adj	

Date: 03/14/2019
Scale:
Drawn By:
Checked By:
Field Book: 308 page 21

LANDSCAPING PLAN
NEW HILL VETERINARY CLINIC
3421 NEW HILL HOLLEMAN ROAD
CITY OF RALEIGH WAKE CO. N.C.

SHEET 4 OF 6

WARD SURVEYING SERVICES, PLLC
LAND SURVEYING & PLANNING
124 SEABOARD STREET, APEX, NC 27502
TELEPHONE: (919) 367-7858 FAX: (919) 367-7833



VICINITY MAP (NTS)

LEGEND:
R/W = RIGHT OF WAY
C/L = CENTER LINE
EIP = EXISTING IRON PIPE
RCP = REINFORCED CONCRETE PIPE
= CLEAN-OUT
= SEPTIC LIDS
= UTILITY POLE
OHE OVERHEAD UTILITY LINE
WOOD FENCE
= CONIFEROUS TREE
= DECIDUOUS TREE

FRONT ELEVATION VIEW



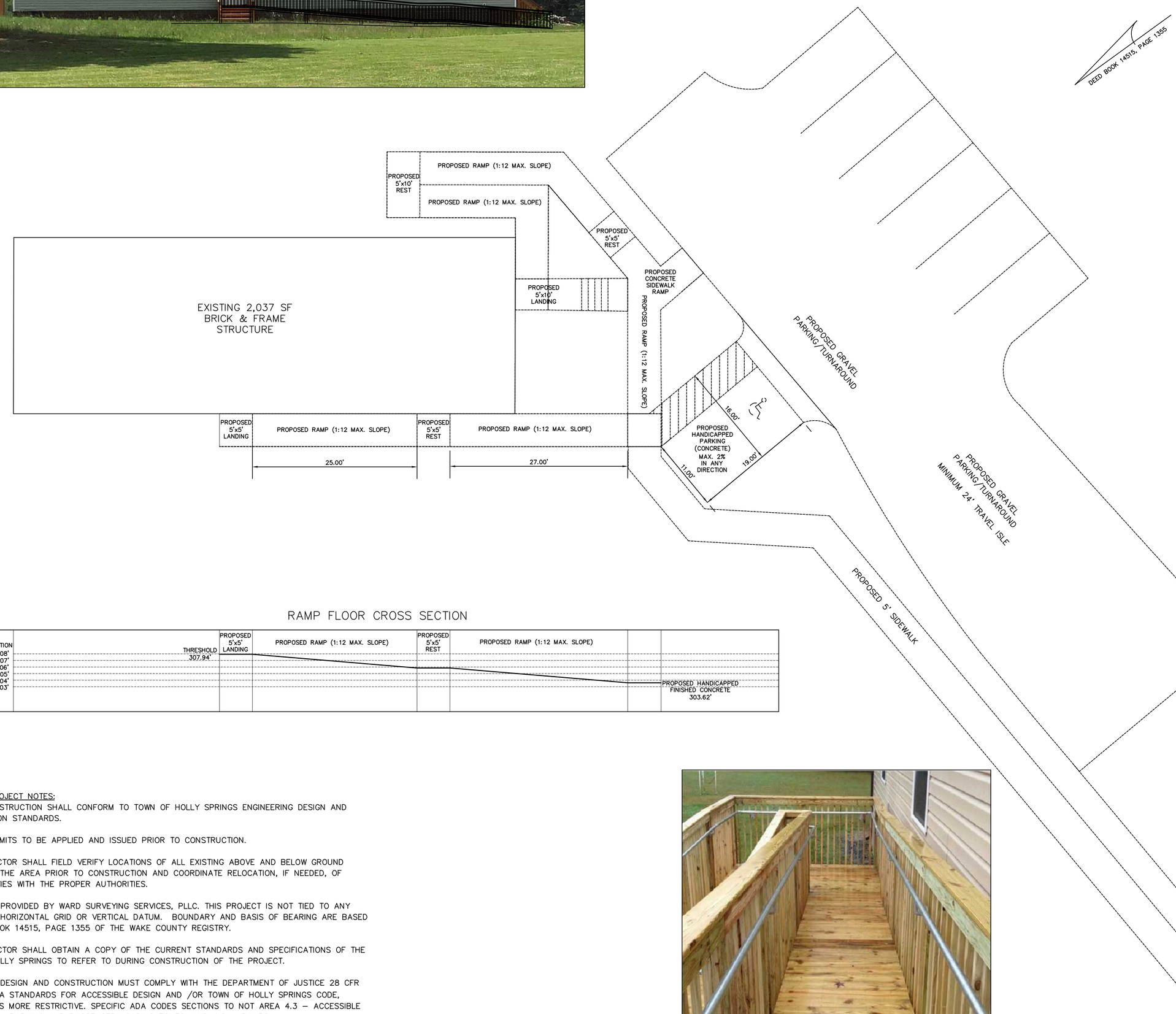


REAR ELEVATION VIEW



LEFT SIDE ELEVATION VIEW

RIGHT SIDE ELEVATION VIEW



RAMP FLOOR CROSS SECTION

REQUIRED PARKING CALCULATIONS:

TOTAL BUILDING AREA = 2,037 SF
TOTAL REQUIRED PARKING SPACES = 3.5 SPACES PER 1,000 SF = 7.13, SO 7 SPACES REQUIRED
1 HANDICAPPED SPACE & 6 REGULAR SPACES

OWNER:
ALEX N. FISHER
3421 NEW HILL HOLLEMAN ROAD
NEW HILL, NC 27562-9253
(832)436-3584

SURVEYOR:
WARD SURVEYING SERVICES, PLLC.
124 SEABOARD STREET
APEX, NC 27502
(919)367-7858

ENGINEER:
THE SPAULDING GROUP, PA
1611 JONES FRANKLIN ROAD, SUITE 101
RALEIGH, NC 27606
(919)854-7990

LANDSCAPE ARCHITECT:
TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE 200
DURHAM, NC 27713
(919)484-8880

GENERAL PROJECT NOTES:
1. ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.

2. ALL PERMITS TO BE APPLIED AND ISSUED PRIOR TO CONSTRUCTION.

3. CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL EXISTING ABOVE AND BELOW GROUND UTILITIES IN THE AREA PRIOR TO CONSTRUCTION AND COORDINATE RELOCATION, IF NEEDED, OF THESE UTILITIES WITH THE PROPER AUTHORITIES.

4. SURVEY PROVIDED BY WARD SURVEYING SERVICES, PLLC. THIS PROJECT IS NOT TIED TO ANY PREDEFINED HORIZONTAL GRID OR VERTICAL DATUM. BOUNDARY AND BASIS OF BEARING ARE BASED ON DEED BOOK 14515, PAGE 1355 OF THE WAKE COUNTY REGISTRY.

5. CONTRACTOR SHALL OBTAIN A COPY OF THE CURRENT STANDARDS AND SPECIFICATIONS OF THE TOWN OF HOLLY SPRINGS TO REFER TO DURING CONSTRUCTION OF THE PROJECT.

6. ALL ADA DESIGN AND CONSTRUCTION MUST COMPLY WITH THE DEPARTMENT OF JUSTICE 28 CFR PART 36 ADA STANDARDS FOR ACCESSIBLE DESIGN AND /OR TOWN OF HOLLY SPRINGS CODE, WHICHEVER IS MORE RESTRICTIVE. SPECIFIC ADA CODES SECTIONS TO NOT AREA 4.3 – ACCESSIBLE ROUTE, 4.6 – PARKING AND PASSENGER LOADING ZONES, AND 4.8 – RAMPS.

7. LESS THAN 12,000 SF OF DISTURBANCE IS EXPECTED, THUS NO EROSION CONTROL PERMIT OR DESIGN HAVE BEEN COMPLETED. CONTRACTOR TO PROTECT ALL AREAS FROM SEDIMENT RUNOFF DUE TO CONSTRUCTION ACTIVITIES.

NEW HILL HOLLEMAN ROAD\2019057_3421.DWG

STATE OF NORTH CAROLINA WAKE COUNTY
I, SONYA A. WARD, certify that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book _____, Page _____, etc.)(other); that the ratio of precision as calculated by latitudes and departure is >1/_____; that the boundaries not surveyed are clearly indicated as drawn from information found in Book _____, Page _____, that this map was prepared in accordance with G.S. 47-30 as ammended. Witness my hand and seal this ____ day of _____,20____.

_____ L - 4012
Professional Land Surveyor Reg. No.

SEAL

PROPERTY OWNED BY:
ALEX N. FISHER
3421 NEW HILL HOLLEMAN ROAD
NEW HILL, NC 27562-9253

SITE DATA:
PIN 0629158790 ZONED R-30
3421 NEW HILL HOLLEMAN ROAD
DEED BOOK 14515, PAGE 1355

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

REFERENCES:
-DEED BOOK 14515, PG 1355 / BOOK OF MAPS 1977, PG 195
-BOOK OF MAPS 1987, PAGE 1633/DEED BOOK 2352, PAGE 223
-FEMA FIRM PANEL #3720062800 J, DATED 5/2/2006.

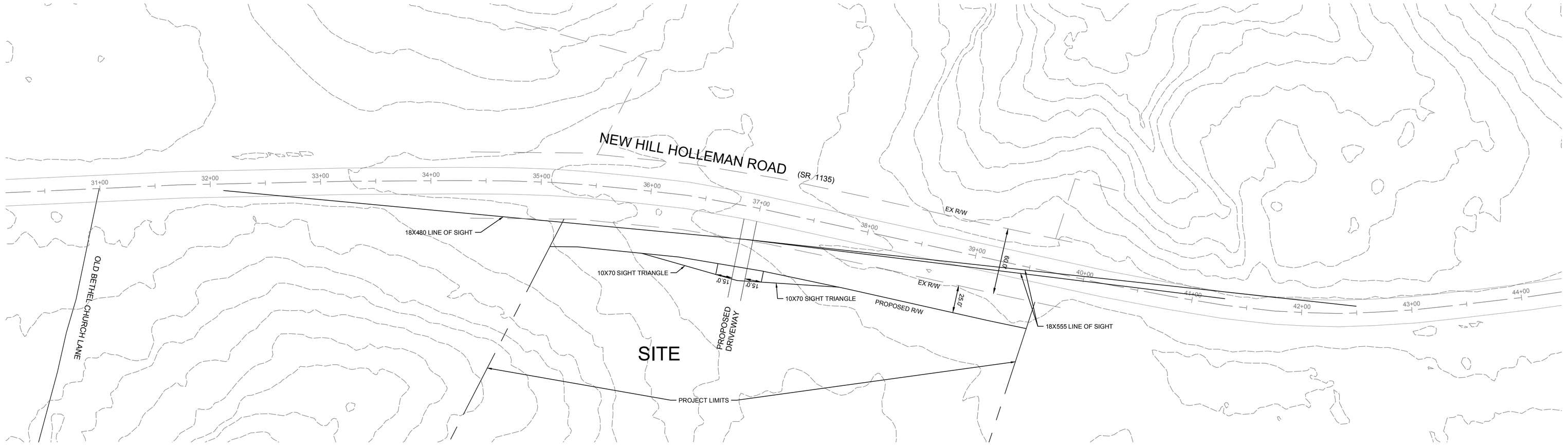
Date	Revision	By
11/19	ADDRESS H.S. COMMENTS	SW
01/20	ADDRESS H.S. COMMENTS	SW
05/20	CREATE PARTIAL PARCEL 2AC.	SW
09/20	ADDRESS H.S. COMMENTS	SW

Date: 03/14/2019
Scale: 1" = 10'
Drawn By: M. WARD
Checked By: S. WARD
Field Book: 308 page 21

RAMP/PARKING/ADA COMPLIANCE
NEW HILL VETERINARY CLINIC
3421 NEW HILL HOLLEMAN ROAD
CITY OF RALEIGH WAKE CO. N.C.

WARD SURVEYING SERVICES, PLLC
LAND SURVEYING & PLANNING
124 SEABOARD STREET, APEX, NC 27502
TELEPHONE: (919) 367-7858 FAX: (919) 367-7833

SHEET 5 OF 6



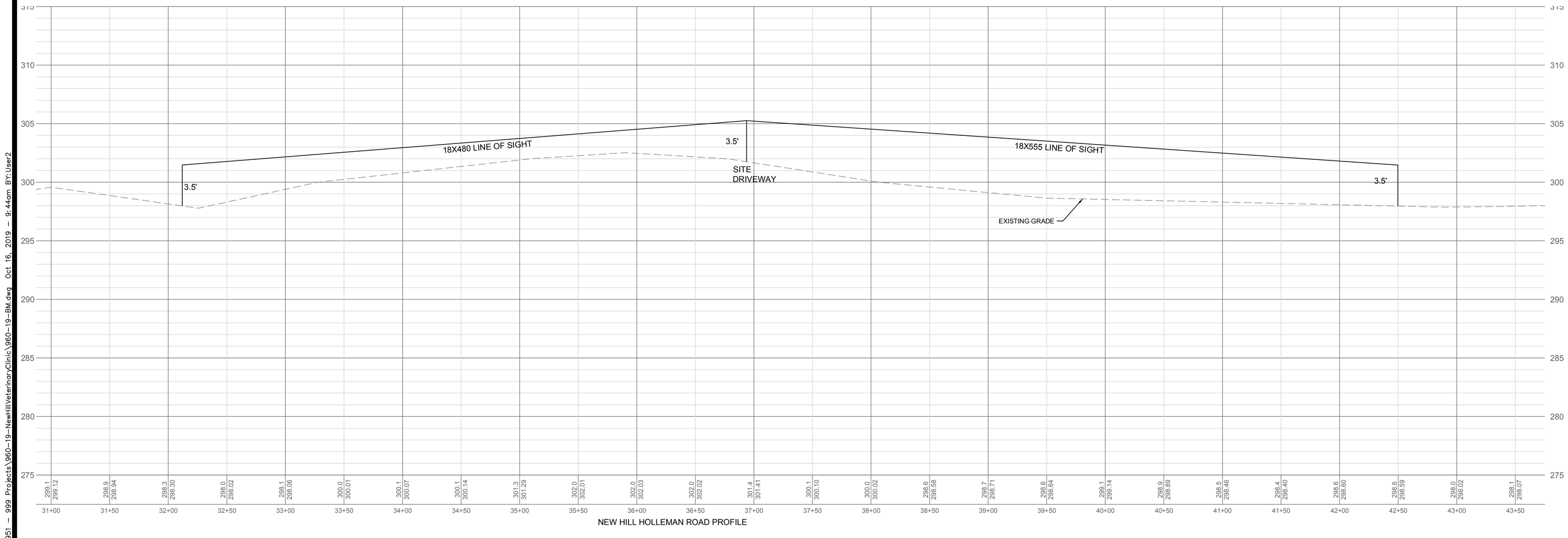
New Hill Veterinary Clinic
INTERSECTION SIGHT DISTANCE CALCULATIONS
October 15, 2019

New Hill Holleman Road Entrance

POSTED SPEED:	45 MPH		
DESIGN SPEED:	50 MPH		
STOPPING SIGHT DISTANCE (AASHTO)		425 FEET	
INTERSECTION SIGHT DISTANCE (ISD)		555 FEET	Left from Stop
FROM EXHIBIT 9-55 AASHTO GREEN BOOK			
LEFT FROM STOP		555 FEET	18X555 SIGHT TRIANGLE
RIGHT FROM STOP (EX 9-58 AASHTO)		480 FEET	18X480 SIGHT TRIANGLE
NCDOT SIGHT TRIANGLE (MEASEURED FROM STREET R/W'S)			10X70 (START 15' FROM
(FOR TYPICAL 50'R/W (SUBDIVISION STREET), R/W IS 15' FROM EOP)			EDGE OF DRIVEWAY)

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

NAD 83



NEW HILL HOLLEMAN ROAD PROFILE

SCALE
VERTICAL: 1"=5'
HORIZONTAL: 1"=50'

THIS DRAWING IS THE PROPERTY OF:
The Spaulding Group, PA
and is not to be reproduced or copied in whole or in part without permission from The Spaulding Group, PA. This drawing is not to be used on any other project and is to be returned to The Spaulding Group, PA, upon request.

NO	REVISION	DATE

SEAL: NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 15431 THOMAS J. SPAULDING 10-15-2019

THE SPAULDING GROUP, PA
planning • civil engineering
1611 Jena Franklin Road Suite 101 Raleigh, NC 27606
Phone (919)854-7990 Fax (919)854-7925

PREPARED FOR:
ALEX N. FISHER
6501 NEW HILL HOLLEMAN ROAD
NEW HILL, NC 27562

DATE: - October 15, 2019

SG FIRM CERTIFICATION # C-1875

PROJECT ENGINEER:
TOM SPAULDING

PROJECT DESIGNER:
PK

PROJECT SURVEYOR:
WARD SURVEYING SERVICES, PLLC

NEW HILL VETERINARY CLINIC

NEW HILL, WAKE COUNTY, NORTH CAROLINA

SITE PLAN

DRIVEWAY SIGHT DISTANCE EXHIBIT

DRAWING SHEET
C-1.0

PROJECT NUMBER
960-16

F:\951 - 999 Projects\960-19-NewHillVeterinaryClinic\960-19-BM.dwg Oct 16, 2019 - 9:44am BY:User2

PARTIAL PARCEL – 3421 NEW HILL HOLLEMAN ROAD

BEGINNING at a point in the center line of New Hill Holleman Road (NCSR 1135), said point being North 09°34’02” West 89.98’ from an existing spike in the center line of said road and said spike being the southwest corner of tract 2, property of Alex Fisher as shown in deed book 14515, page 1355, Wake County Registry; running thence along the center line of the road North 09°34’02” West 6.26’ to a point; thence North 05°48’18” West 79.89’ to a point; thence North 03°27’43” West 38.91’ to a point; thence North 85°40’11” East 136.04’ to a point; thence North 35°57’56” West 95.88’ to a point; thence South 47°45’56” East 97.34’ to a point; thence South 33°59’06” West 82.81’ to a point; thence South 32°15’36” West 24.41’ to a point; thence South 31°40’33” West 30.84’ to a point; thence South 85°45’03” West 73.72’ to a point; thence South 04°19’49” West 18.02’ to a point; thence South 85°40’11” West 105.19’ to a point and place of BEGINNING; containing 30,366 square feet or 0.70 acres.

THE TOWN OF Holly Springs

New Hill Vet Clinic Development Plan 19-DP-13; Special Exception Use 19-SEU-09; Variances 20-VARTC-01; and Waiver 20-WAV-11

Motion and Conditions of Approval:

Motion to adopt Resolution #XX-XX to make and accept the Findings of Fact for consideration of and to approve Special Exception Use, Variances, and Waivers with the following conditions:

Special Exception Use (19-SEU-09)

1. All operations must adhere to the evidence submitted by the applicant as stated in the findings of fact submitted and those findings of fact specified by the Town Council in conjunction with 19-SEU-09.

Variance (20-VARTC-01)

1. This Variance shall only apply to 19-DP-13 New Hill Vet Clinic

Waiver of Regulations of UDO Section 7.06, 7.07, or 7.08 – Utility Design Requirements (20-WAV-11)

1. This waiver shall only apply to 19-DP-13 New Hill Vet Clinic

Motion to approve / deny / defer Special Exception Use #19-SEU-09 as specified in Unified Development Ordinance Section 2.01 A. 2. e. R-30 Residential District to allow for a Veterinary Hospital, and Development Plan 19-DP-13 for New Hill Vet Clinic at the property located at 3421 New Hill Holleman Road, Wake County PIN 0629158790, as submitted by Alex Fisher, dated Revised 10/23/20 with the following conditions:

1. Street Tree locations shall be shown with approved street lighting plan and shall be positioned as to not interfere with any lighting fixtures or any site distance triangles.

All operations must adhere to the evidence submitted by the applicant as stated in the findings of fact submitted and those findings of fact specified by the Town Council in conjunction with 19-SEU-09.

2. Prior to construction drawing approval, the following must be addressed:

a. Right-of-way dedication across the full property frontage must be recorded in the form of a plat.
b. Public sewer easement shown on the plan must be recorded in the form of a plat.

THE TOWN OF

Holly Springs

Resolution No.: 20-40
Date Adopted: November 17, 2020
Effective Date: November 17, 2020

RESOLUTION OF THE TOWN OF HOLLY SPRINGS TOWN COUNCIL MAKING FINDINGS OF FACT FOR SPECIAL EXCEPTION USE (20-SEU-09); VARIANCE OF DEVELOPMENT STANDARDS (20-VARTC-01); & WAIVER OF REQUIRED UTILITY DESIGN REQUIRMENTS (20-WAV-11), IN ASSOCIATION WITH DEVELOPMENT PLAN 19-DP-13 FOR THE NEW HILL VET CLINIC

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

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

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

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

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

Variance Findings of Fact:
A *variance* may be granted by the Board if competent and substantial evidence is presented by the applicant which persuades the Board to either reach each of the following conclusions independently or be reasonably able to meet these conclusions upon implementation of conditions by the Board:
1. Unnecessary hardship would result from the strict application of the ordinance. It shall not be necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.
2. The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance.
3. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.
4. The requested variance is consistent with the spirit, purpose, and intent of the ordinance, such that public safety is secured, and substantial justice is achieved.

Waiver for Alternate Compliance of Utility Design Requirements Findings of Fact:
In order to encourage innovative tree preservation solutions capable of enhancing the natural form a project, a waiver of the utility design requirements specified in this Section 7.06, 7.07, or 7.08, Utility Design requirements may only be granted upon making the following findings:
a. The granting of the waiver will not be detrimental to public safety, heath or welfare or injurious to other property;
b. Conditions upon the request for a waiver are unique to the property for which a waiver is south and are not applicable generally to other property;
c. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is not carried out;
d. The waiver will not contravene the provisions of this UDO or the Comprehensive Plan; and,
e. Where the waiver impacts on the design, construction or maintenance obligations of public facilities, that the appropriate public agency has reviewed and approved the proposed development in writing and the subdivider has submitted a copy of such approval.

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

Part 1: Special Exception Use (19-SEU-09)

A Special Exception Use as specified in Unified Development Ordinance Section 2.01 A. 2. e. to allow for a Veterinary Hospital in the R-30 Residential District at the property located at 3421 New Hill Holleman Road, Wake County PIN 0629158790.

Part 2: Variance (20-VARTC-01)

A Variance of Regulations of UDO Section 7.04 D., 2. Surface of Parking Areas to allow a gravel parking area instead of the required hard surface parking area in association with Development Plan 19-DP-13.

Part 3: Waiver of Regulations of UDO Section 7.06, 7.07, or 7.08, Utility Design Requirements (20-WAV-11)

A Waiver of Regulations of UDO Section 7.06, 7.07, or 7.08, Utility Design Requirements to allow private well and septic system instead of connecting to Town water and sewer with Development Plan 19-DP-13.

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

THEREFORE, BE IT RESOLVED by the Town Council to make and accept the Findings of Fact for Special Exception Use (19-SEU-09); Variance of Development Standards (20-VARTC-01); & Waiver of Regulations of UDO Section 7.06, 7.07, or 7.08, Utility Design Requirements (20-WAV-11); as submitted by Alex Fisher.

Adopted by the Holly Springs Town Council on this, the 17th day of November, 2020.

Town of Holly Springs by **ATTEST**:

_____ _____

Dick Sears, Mayor Linda McKinney, Town Clerk

RESOLUTION EXHIBIT A

Part 1: Special Exception Use (19-SEU-09) Findings of Fact Submitted by Petitioner

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

The proposed property will be used to promote public health by ensuring no zoonotic diseases are transmitted to humans, such as Rabies through the proper vaccination of companion animals. Farm animals and companion animals will be cared for to help elevate the community's general welfare

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

The proposed property will maintain its agriculture and rural look, therefore it will not adversely affect any adjacent properties or their property value.

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

The proposed land will maintain its agriculture look. No changes will be made in the existing buildings. The character of the district and the land use will be consistent with the current comprehensive plan.

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

The proposed area shall conform to all development standards, Handicap Paved parking and a handicap ramp will be installed. The landscape around the building will meet development standards. The property will meet ADA standards.

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

Access drive and driveways will be large enough to accomodate all vehicles entering the property. The driveways will be wide enough to all vehicles to safely enter and leave property. There will be a walkway from the parking lot to the building to all pedestrians to safely enter and leave building

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

Off street parking areas will be clearly visible to the public and will be safe and convenient. The off street parking will be large enough to allow emergency vehicles to enter and leave premise.

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

The building will have an ADA compliant restroom. Smoke detectors and alarms will be located inside the building. The building will be safe to the public. Fire extinguishers and exit signs will be located at all exit points.

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

The building will have adequate utilities (Potable water supply, sewage drainage, electricity, telephone and internet connection). The services will be adequate to meet the needs of the proposed veterinary clinic.

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

The location and arrangent of the use on the site will remain the same as the existing arrangents. There will be no physical changes to the existing building or the property, therefore there will be minimal adverse impact to the general area.

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

The hours of operation will be Mon - Fri 8am - 5pm. These hours are consistent with the Holly Springs grass collection facility located directly across the street. There should be minimum impact on adjoining properties. Farmers and pet owners will likely use facility. Approximately one or two clients will use the facility each hour of operation.

Part 2: Variance (20-VARTC-01) Findings of Fact Submitted by Petitioner

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

The proposed property will maintain it's current agriculture and rural look and use. The property will be used at a very low intensity. A variance of Development Standards is requested because it will be an unnecessary hardship to add paved parking or underground utilities.

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

The hardship results because the use of the property will not change from the current use. The property is currently being used as a small residential farm. There is sufficient and adequate access to the property currently. The driveway allows for all types of vehicles to easily access the property. The use will remain the same for drive

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

The property has been used as a small farm and residence for over 100 years. Farmers and livestock have been able to access property without any problems in the past. The same access will be used for the property as a Veterinary Clinic.

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

This request is consistent with the intent of the ordinance. The property will not change it's current look. It will maintain an agriculture and rural look. The public will be safe when entering and leaving the property.

Part 3: Waiver of Regulations of UDO Section 7.06, 7.07, or 7.08 – Utility Design (20-WAV-11) Findings of Fact Submitted by Petitioner

(1) **The granting of the waiver will not be detrimental to public safety, health or welfare or injurious to other property:**

The granting of this waiver will not be detrimental to public safety, health or welfare or injurious to other property.

(2) **Conditions upon the request for a waiver are unique to the property for which a waiver is sought and are not applicable generally to other property:**

Conditions upon the request for this waiver are unique to the property and are not applicable generally to other property.

(3) **Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is not carried out:**

Because of the particular physical surrounding, shape and topographical conditions of the property at 3421 New Hill Holleman Rd a particular hardship to the owner would result as distinguished from a mere inconvenience, if the strict letter of the regulations is not carried out.

(4) **The waiver will not contravene the provisions of this UDO or the Comprehensive Plan:**

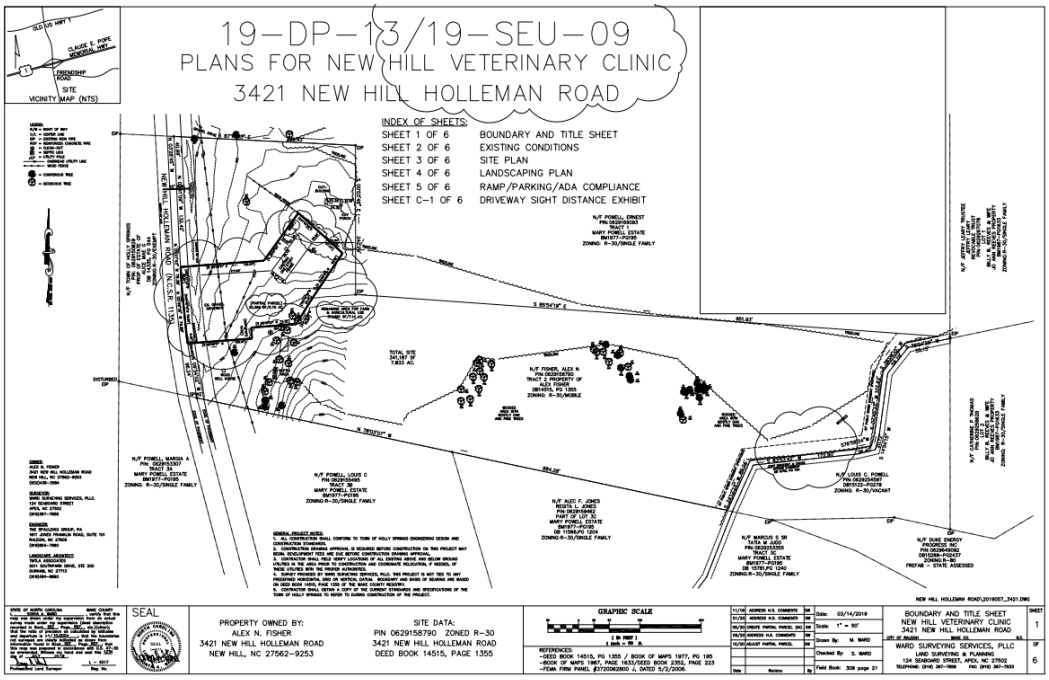
The waiver will not controvene the provisions of the UDO or the comprehensive plan.

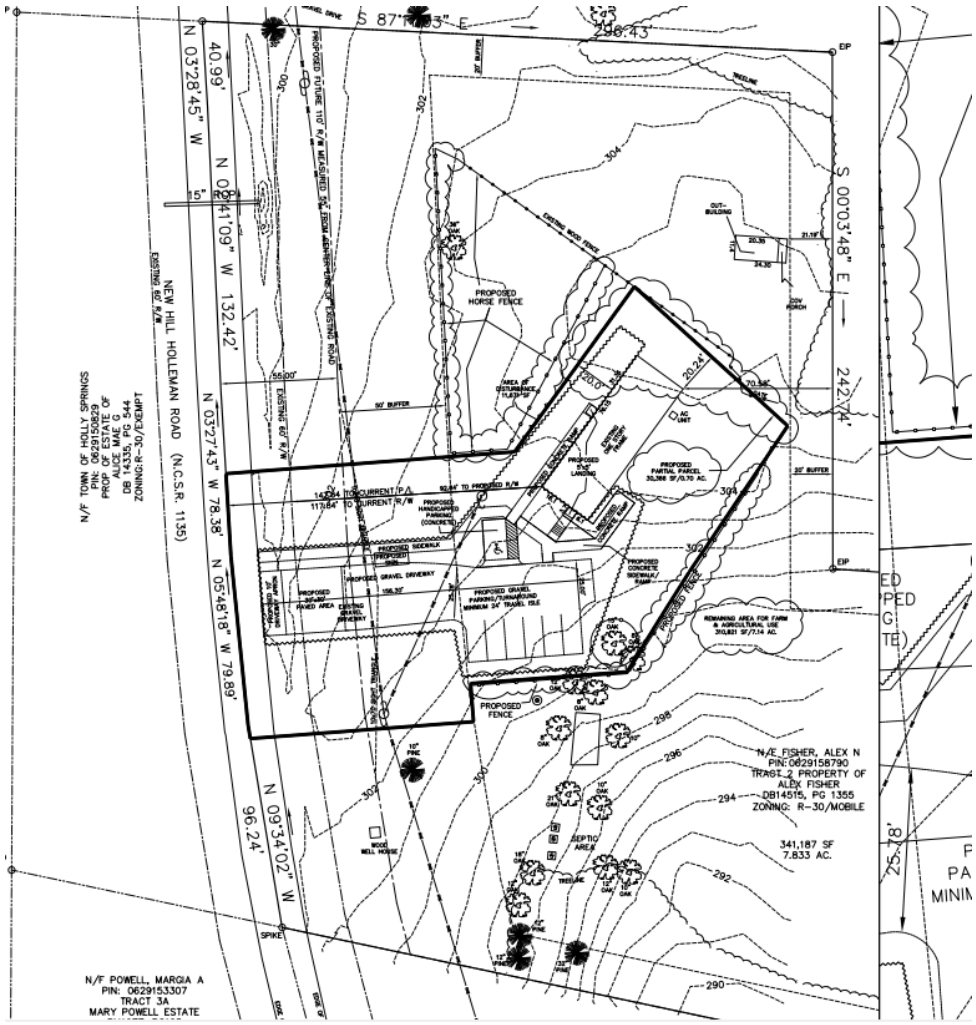
(5) **Where the waiver impacts on the design, construction or maintenance obligations of public facilities, that the appropriate public agency has reviewed and approved the proposed development in writing and the subdivider has submitted a copy of such approval:**

Where the waiver impacts on the design, construction or maintenance obligations of public facilities that has been reviewed and approved the proposed development in writing has submitted a copy for approval.

RESOLUTION EXHIBIT B

SITE PLAN


19-DP-13/19-SEU-09
PLANS FOR NEW HILL VETERINARY CLINIC
3421 NEW HILL HOLLEMAN ROAD
INDEX OF SHEETS:
SHEET 1 OF 6 BOUNDARY AND TITLE SHEET
SHEET 2 OF 6 EXISTING CONDITIONS
SHEET 3 OF 6 SITE PLAN
SHEET 4 OF 6 LANDSCAPING PLAN
SHEET 5 OF 6 RAMP/PARKING/ADA COMPLIANCE
SHEET C-1 OF 6 DRIVEWAY SIGHT DISTANCE EXHIBIT
VICINITY MAP (NTS)
PROPERTY OWNED BY:
ALEX N. FISHER
3421 NEW HILL HOLLEMAN ROAD
NEW HILL, NC 27562-9253
SITE DATA:
PIN 0629158790 ZONED R-30
3421 NEW HILL HOLLEMAN ROAD
DEED BOOK 14515, PAGE 1355
GRAPHIC SCALE
BOUNDARY AND TITLE SHEET
NEW HILL VETERINARY CLINIC
3421 NEW HILL HOLLEMAN ROAD
WARD SURVEYING SERVICES, PLLC
LAND SURVEYING & PLANNING
124 SEABOARD STREET, APEX, NC 27502


S 87°41'03" E 296.43'
N 03°28'45" W 40.99'
N 00°41'09" W 132.42'
N 03°27'43" W 78.38'
N 05°48'18" W 79.89'
N 09°34'02" W 96.24'
S 00°03'48" E 242.74'
NEW HILL HOLLEMAN ROAD (N.C.S.R. 1135)
EXISTING 60' R/W
PROPOSED FUTURE 110' R/W MEASURED 55' FROM CENTERLINE OF EXISTING ROAD
PROPOSED HORSE FENCE
EXISTING WOOD FENCE
OUT-BUILDING
AREA OF DISTURBANCE, FILES 39'
50' BUFFER
55.00'
142.04' TO CURRENT P/L
113.64' TO CURRENT R/W
92.64' TO PROPOSED R/W
PROPOSED HANDICAPPED PARKING (CONCRETE)
PROPOSED SIDEWALK
PROPOSED GRAVEL DRIVEWAY
PROPOSED GRAVEL PARKING/TURNAROUND MINIMUM 24' TRAVEL ISLE
PROPOSED PARTIAL PARCEL 35,366 SF/0.70 AC.
PROPOSED CONCRETE SIDEWALK/RAMP
PROPOSED FENCE
REMAINING AREA FOR FARM & AGRICULTURAL USE 310,821 SF/7.14 AC.
N/F TOWN OF HOLLY SPRINGS PIN: 0629150828 PROP OF ESTATE OF ALICE MAE G DB 14335, PG 544 ZONED R-30/SINGLE
N/F POWELL, MARGIA A PIN: 0629153307 TRACT 3A MARY POWELL ESTATE
N/E FISHER, ALEX N PIN:0629158790 TRACT 2 PROPERTY OF ALEX FISHER DB14515, PG 1355 ZONING: R-30/MOBILE
341,187 SF 7.833 AC.
SEPTIC AREA
WOOD WELL HOUSE
SPIKE

RESOLUTION EXHIBIT C

TOWN COUNCIL'S FINDINGS OF FACT

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

The Town Council made the following additional findings:

Part 1: Special Exception Use (19-SEU-09)

X No additional findings

Part 2: Variance (20-VARTC-01)

X No additional findings

Part 3: Waiver of Regulations of UDO Section 7.06, 7.07, or 7.08 – Utility Design Findings of Fact Submitted by Petitioner (20-WAV-11)

X No additional findings

RESOLUTION EXHIBIT D

CONDITIONS OF APPROVAL

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

Part 1: Special Exception Use (19-SEU-09)

1. All operations must adhere to the evidence submitted by the applicant as stated in the findings of fact submitted and those findings of fact specified by the Town Council in conjunction with 19-SEU-09.

Part 2: Variance (20-VARTC-01)

1. This Variance shall only apply to 19-DP-13 New Hill Vet Clinic.

Part 3: Waiver of Regulations of UDO Section 7.06, 7.07, or 7.08 – Utility Design Findings of Fact Submitted by Petitioner (20-WAV-11)

1. This waiver shall only apply to 19-DP-13 New Hill Vet Clinic.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Consent Agenda
Title: Approve the minutes of the November 3, 2020 Business Meeting and the November 10, 2020 Workshop Meeting.
Strategic Priority Area: Organizational Excellence
Staff Resource: Linda McKinney, Town Clerk

Action(s):
Approve the minutes of the Council's business meeting held November 3, 2020, and the workshop meeting held November 10, 2020.

Explanation:

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

Background:

Funding Source(s):
N/A

Attachment(s):
1. 11.3.20 minutes - draft
2. 11.10.20 workshop minutes - draft

MINUTES

The Holly Springs Town Council met in regular session on Tuesday, November 3, 2020 in person and via video conferencing. Mayor Sears presided, calling the meeting to order at 7 p.m. A quorum was established as the Mayor and five Council members were present as the meeting opened.

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

Council Members Absent: none.

Staff Members Present in Chambers: Randy Harrington, *Town Manager*; Daniel Weeks, *Assistant Town Manager*; Scott Chase, *Assistant Town Manager;* John Schifano, *Town Attorney*; Linda McKinney, *Town Clerk* (recording the minutes); Cassie Hack, *Director Communications and Marketing*; Mark Andrews, *Communication and Marketing*; Jeff Wilson, *Director, IT;* Mathew Mutter, *IT;* Kathy White, *Deputy Town Clerk;* Melissa Sigmund, *Development Services*; Elizabeth Goodson, *Development Services*; Rachel Jones, *Development Services*; Sean Ryan, *Development Services*; Caleb Allred, *Utilities and Infrastructure*; Antwan Morrison, *Director of Finance;* Leroy Smith, *Fire Chief;* Paul Liquorie, *Police Chief*.

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Jonathan Sherrod of Kirk of Holly Springs Presbyterian.

4. Agenda Adjustment: The November 3, 2020 meeting agenda was adopted with changes, if any, as listed: none.

Motion: Berry
Second: McGrath
Vote: Unanimous

Public Comment: Public Comment was requested in writing prior to the meeting. The following number of comments was received and provided to the Council prior to the meeting: three comments requesting the large oak tree at the southern edge of Rhamkatte Village not be cut down. *Copies of these comments are attached to these minutes.*

Recognitions

5. Oath of Office: Finance Director, Antwan Morrison

Mayor Sears introduced Antwan Morrison. Linda McKinney, Town Clerk, administered the Oath of Office to Mr. Morrison, after which Randy Harrington, Town Manager gave his background, and Mr. Morrison said a few words.

Public Hearings

6. Voluntary Annexation A20-06, 9024 Wesley Court

Melissa Sigmund, Development Services, said that a petition had been received from Harold and Patricia Clapper for 0.69 +/- acres at 9024 Wesley Court. Annexation is desired in order to receive Town water and sewer services. The property is located off of Holly Springs Road and is being affected by the NCDOT I-540 project.

Mayor Sears opened the public hearing and the following input was received: none.
Mayor Sears closed the public hearing.

Councilman McGrath asked if this annexation prevented NCDOT from taking the entire property. Ms. Sigmund said that the residents can tie in to Town utilities and NCDOT undertook the annexation so that the residents can remain in their homes.

Action: Motion to adopt Annexation Ordinance A20-06, annexing 0.69 +/- acres, Wake County PIN # 0669099476, owned by Harold and Patricia Clapper.

Moved by: McGrath
Second by: Kelly
Vote: Unanimous

7. Voluntary Annexation A20-08, 5200 Catherine Place

Melissa Sigmund, Development Services, said that a petition had been received from Mike Smith for 0.71 +/- acres at 5200 Catherine Place. Annexation is desired in order to receive Town water and sewer services. The property is next door to the previous annexation, located off of Holly Springs Road and is being affected by the NCDOT I-540 project.

Mayor Sears opened the public hearing and the following input was received: none.
Mayor Sears closed the public hearing.

Action: Motion to adopt Annexation Ordinance A20-08, annexing 0.71 +/- acres, Wake County PIN # 0669190547, owned by Mark Smith.

Moved by: Berry
Second by: McGrath
Vote: Unanimous

8. Oakview Innovation Rezoning 20-REZ-02

Melissa Sigmund, Development Services, said that the purpose of this item was to consider the rezoning request for Oakview Innovation Park. She showed where the two parcels included in this request are located along Holly Springs New Hill Road, and at the intersection of Holly Springs New Hill Road and Green Oaks Parkway. The site at the intersection is currently zoned RT: Research & Technology, and is requested to be rezoned to LB: Local Business. The site along Holly Springs New Hill Road is currently zoned R-30 Residential, and is requested to be rezoned RT: Research and Technology. The entire area is designated Business & Industrial on the Future Land Use Map. The two sites need to be rezoned in order to be developed.

Ms. Sigmund said that there is a Development Agreement which was approved in February of 2020, with key elements including restrictions for the LB portion of the site to prohibit Automotive Sales, Bed & Breakfast, Mortuary/Funeral Home/Crematory, Residential, Communications/Utilities, Cottage Business/Residential, Cottage School, or Tourist Home. The maximum gross main floor areas for any non-office/professional service use shall be 100,000 square feet, minimum building

height 25 feet. Primary façade requirements must be met on all sides of buildings, and public open space/green space must be provided.

Rachel Jones, Development Services, said that a Traffic Impact Analysis was completed with six intersections studied, as was a Downstream Sewer Evaluation and Preliminary Engineering Pump Station Report. She said there are two intersections which will continue to be monitored for a signal, and fee-in-lieu would be paid with Phase 1 for the intersection at Green Oaks Parkway, and for the realignment of Old Holly Springs Apex Road. The signal at Green Oaks Parkway at New Hill Road is anticipated to be constructed in the late summer of 2021. Crosswalks and pedestrian signalization at each corner have been included as part of the approved design. She said that Holly Springs New Hill Rd. and Green Oaks Parkway would be widened, and showed where new collector streets would be built with Phase I, and some for future phase construction. A new gravity sewer outfall, per the Development Agreement, will be constructed. Council previously located $500,000 for this as part of the FY20-21 budget. She showed future greenway connection points at Green Oaks Parkway and at the Southwest boundary of the project.

Planning Board Recommendation: Rick Madoni, Planning Board, said that the Planning Board recommended approval with a vote of 8-0-1 at their October 27th meeting. They discussed that the development plan would include the greenway plans. There is no timeline for the realignment of the intersection at Holly Springs New Hill and Old Apex Road. They asked about the installation of fiber, and were happy to bring the tax balance better into balance.
MPT Berry asked what the question was regarding fiber. Mr. Madoni said that Planning Board asked if the Town was going to run fiber to the area before construction started, and they were told not at this time.

Mayor Sears opened the public hearing and the following input was received from the applicant:

Mr. Jonathan Keener of Trustwell Property Group 3717 National Drive, Raleigh, said the goals of this project were to expand the business park to create additional positive employment growth in Holly Springs, to add new infrastructure to support the surrounding region, to create commercial amenities for the Community and to balance the overall tax base. The purpose of the Development Agreement was to streamline developing the land for large scale employers they want to bring in, by providing the needed sewer line for the region, and to create a retail and public amenity to benefit the business park and the surrounding community.

He said that this rezoning would not change the total acreage of RT: Research & Technology land, and that the mixed-use acreage would be used to provide a community amenity, retail or office space. No apartments or single-family homes would be allowed. They have petitioned for all acreage to be annexed into Holly Springs to help balance the tax base. The next step would be individual development plans. He shared the master plan for infrastructure, and said that this would serve the area. He showed the stream buffers, natural buffers along all road ways of 30-50 feet. The idea is to keep the trees that are there already. There will be additional bike lanes, sidewalks and greenway connectivity. He mentioned the road widening that would be done as each project came on line, and pointed out the reclaimed water access and community open space in the mixed-use area.

Mr. Keener showed some concept images of what the development could look like, but said the details will come forward with later plans. He reiterated the community goals, and said that they are partnering with the Town's Economic Development department on 4 major proposals and working to bring a new life science company to the park. He said they hope to start infrastructure construction as early as 2021.

Mayor Sears closed the public hearing.

MPT Berry asked why the rezoning request was not for LB Conditional Use, instead of LB. He said he was concerned that the rezoning piece runs with the land and the Development

Agreement does not. Should someone else come in to develop, those conditions would not apply. Why is it not Conditional Use? And could it be made that.

Ms. Sigmund said that the Development Agreement was the tool that was used in this case. A conditional rezoning could also be used, but the Development Agreement is part of the contractual agreement and becomes the binding document. Many of the conditions that you often see in a conditional rezoning were included in the legal agreement that was previously negotiated. MPT Berry asked if it was correct that if the developer moves on that agreement would no longer be binding. Randy Harrington, Town Manager, said that this may be a question for the Town Attorney, who had to leave because he was feeling ill, but it was his understanding that it would. Mr. Keener said that the "successors and assigns" clause would cause the Development Agreement to follow the land. Mr. Harrington said that because it is a Development Agreement, not a developer agreement, it stays with the land.

Councilman McGrath said he felt compelled to discuss the external infrastructure. He said that access will continue to be a challenge from Holly Springs New Hill Rd. Having a more passable Holly Springs New Hill Rd. from US 1 would be valuable. He asked the staff to look for creative ways to increase the capacity of that road and the bridge.

MPT Berry said the "K" intersection at Holly Springs New Hill Road and Old Apex Rd. has a fee-in-lieu for Phase 1. He thinks Ph 1 won't affect it that much but as more and more things come in, that intersection in particular needs to be fixed. He said it is an unfunded taxpayer liability.

Mayor Sears closed the public hearing.

MPT Berry asked staff or the Planning Board representative to elaborate the fiber question. Ms. Sigmund said that Planning Board was asking about putting fiber in. But because this project is in the early stage of design, with no specific users or designs, there is not enough information to say that we are putting fiber in a particular location. These are high tech areas, and fiber will probably be expected, but now is not the time to do it. Councilman McGrath asked where the closest fiber is that could be connected to. Mr. Keener said it was Green Oaks Parkway.

Action 1: Motion to adopt Statement of Consistency.

Moved by: Villadsen
Second by: Wolff
Vote: Unanimous

Action 2: Motion to adopt Rezoning Ordinance 20-REZ-03 and Land Use Map change for Oakview Innovation Park.

Moved by: Kelly
Second by: McGrath
Vote: Unanimous

Consent Agenda

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

9. Minutes – The Council approved minutes of the Council Workshop meeting held October 13, 2020 and the Business meeting held October 20, 2020.

10. Voluntary Annexation A20-03, Oakview Innovation - The Council adopted Resolution 20-35 directing the Town Clerk to investigate the sufficiency of Annexation Petition A20-03 and set public hearing for November 17, 2020.

A copy of Resolution 20-35 is attached to these minutes.

11. Voluntary Annexation A20-05, Vilalge Gate - The Council adopted Resolution 20-34 directing the Town Clerk to investigate the sufficiency of Annexation Petition A20-05 and set public hearing for November 17, 2020.

A copy of Resolution 20-34 is attached to these minutes.

12. Budget Amendment to Receive United Arts Council Grant – The Council approved a budget amendment to increase the Cultural Center-Guaranteed Performers account to recognize a $1,200 grant from the United Arts Council of Wake County. *A copy of the budget amendment is attached to these minutes.*

13. Resolution 20-37 Designating Deputy Finance Officers - The Council adopted Resolution 20-37 designating the Assistant Finance Director and Purchasing Manager as Deputy Finance Officers. *A copy of Resolution 20-37 is attached to these minutes.*

NEW BUSINESS

14. Oakview Innovation Park Preliminary Plan, 20-MAS-02

Sean Ryan, Development Services, said the purpose of this item was to consider the Detailed Master Plan for a nonresidential subdivision, Oakview Innovation Park. He showed where the land is, on Holly Springs New Hill Road off Green Oaks Parkway. The area is Business & Industrial in the Future Land Use Plan, and is zoned (including the sections rezoned this evening) RT: Research & Technology, and LB: Local Business. He said that the master plan is for minimum of 5 to maximum of 25 nonresidential lots of 1 to 150 acres and includes the mixed-use parcel. As each property is developed, individual development plans will be submitted, and depending on the size of the project would be approved by staff or come before Council at a later date.

Rachel Jones, Development Services, said that a TIA had been performed and six intersections were studied. There are two intersections which will continue to be monitored for a signal, and fee-in-lieu would be paid with Phase 1 for the intersection at Green Oaks Parkway, and for the realignment of Old Holly Springs Apex Road. The signal at Green Oaks Parkway at New Hill Road is anticipated to be constructed in the summer of 2021. Crosswalks and pedestrian signalization at each corner have been included as part of the approved design. The new intersection will be monitored for the need for a signal. She said that Holly Springs New Hill Rd. and Green Oaks Parkway would be widened, and showed where new collector streets would be built with Phase I, and with future phase construction. She showed new thoroughfare that will eventually be extended to connect with Holly Springs New Hill Rd, and Avent Ferry Rd and eventually Buckhorn Duncan. She showed future greenway connection points at Green Oaks Parkway and at the Southwest boundary of the project.

A new gravity sewer outfall pump station, and water and reclaimed water will connect at existing watermains in Holly Springs New Hill Road and Green Oaks Parkway and will be stubbed so that they have the ability to be extended as the project expands.

Ms. Jones said that the project would connect to existing water mains and reclaimed water mains at Holly Springs New Hill Rd. and Green Oaks Parkway. New gravity sewer outfall/pump station improvements would be built per the Developer Agreement.

Planning Board Recommendation:

Rick Madoni of the Planning Board said that the Planning Board recommended approval with a vote of 8 – 0 – 1 at their October 27, 2020 meeting.

Action: Motion to approve Oakview Innovation Park with the conditions in the attachment.

Moved by: Villadsen
Second by: Berry
Vote: Unanimous

15. Public Service Operations Campus Land Purchase

Randy Harrington, Town Manager, said that he was excited to share with them the closing on the land for the new Public Services Operations Campus. He recognized Marty Clayton and Duke Energy who were great partners in this project. He said the purpose of this item was to share the location of the Public Services Operations Campus and request ratification of the sales agreement to purchase 30.94 acres. Duke Energy will be buying back an access easement estimated at $72,950 bringing the net cost to the Town to approximately $917,050.

Mr. Harrington showed the Utley Creek water reclamation center, the Town property surrounding that, and the property the Town will be acquiring. Then he showed a conceptual design of updating the site to provide for expansion to 8MGD, in addition to the other public service facilities. He stressed that this was not a final plan, just a concept.

Action 1: Ratify the sales agreement for the acquisition of 30.94 acres located south of Green Oaks Parkway and west of Treatment Plant Road for the development of a Town Public Services Operations Campus.

Moved by: Berry
Second by: Villadsen
Vote: Unanimous

Action 2: Approve budget amendment transferring $917,050 from Utility Fund Reserves to Campus Project Development Account 46-510 90.05

Moved by: McGrath
Second by: Berry
Vote: Unanimous

Mr. Harrington recognied Town Attorney John Schifano and Assistant Town Manager Scott Chase for their roles in acquiring this land.

OTHER BUSINESS

Mayor Sears said that there had been 569 COVID19 cases and one death in the 27540 zip code as of November 1, 2020. There have been 21,175 cases in Wake County and 270 deaths. And he asked people to stop speeding.

Councilwoman Kelly commended the staff at the Hunt Center for their assistance with the early voting site. She said people liked having the early voting site in Holly Springs, but that we might have outgrown the Hunt Center and need a bigger space for the next large election. She said 13,000 people voted early. She said she had a good time at the Chamber of Commerce golf tournament, and she thanked Daniel Weeks, Assistant Town Manager for his coaching on her golf game.

MPT Berry said that this has been a divisive election cycle, and no matter what happens, we are going to continue to see each other in our daily lives and he hopes that there will be unity and civility as we go forward. COVID has been another layer that has added to the divisiveness and charged statements. He would like to move beyond that to become a better town and a better nation. He said that there was a pretty big outage upstream for Ting, and they have given $25 credit on the bill of those who were affected, and a coupon for a free pizza. You don't see that from service providers, so he commended Ting.

Councilman Wolff said he agreed with MPT Berry's commendation of Ting. It was a great customer service gesture by them.

Councilman McGrath said, regarding the business park, as the Town continues to build out, we need to think about striping the internal roads in the business park. He agreed that the Town has outgrown the Hunt Center for early voting and we should try to find another site. He said he would also like to create some policies around voting sites on town property. He reiterated that suicides are still a problem, and we need to look around and reach out to our neighbors.

Mayor Sears said that Halloween went very well and he complimented the parents, kids, and the Holly Springs Police Department for that.

MANAGER'S REPORT

Randy Harrington, Town Manager, said he had two items. The Town's annual Veterans' Day event is Weds. at 10:00 in Veterans Park and will be livestreamed on the town Facebook page. Second, he wanted to thank Patty Dressen for her work as Interim Finance Director. She did a great job with some significant refinancings, as well as keeping the department and the Town going during the interim period.

CLOSED SESSION: None.

Adjournment: Councilman Berry made a motion to adjourn at 7:58 pm. It was seconded by Councilman McGrath and passed with a unanimous vote.

Respectfully Submitted on Tuesday, November 17, 2020.

Linda C. McKinney

Linda C. McKinney, Town Clerk

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

Mayor and Council Workshop
6 p.m. November 10, 2020
Law Enforcement Center, and Zoom

MINUTES

The Holly Springs Town Council met in a workshop session on Tuesday, November 10, 2020 at the Holly Springs Law Enforcement Center and via video conferencing. Mayor Pro Tem Berry presided, calling the meeting to order at 6:00 p.m. A quorum was established as five Councilmembers were present as the meeting opened.

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

Council Members Absent: Mayor Sears

Staff Members Present in the room: Randy Harrington, Town Manager; Linda McKinney, Town Clerk (recording the minutes); Scott Chase, Assistant Town Manager; Daniel Weeks, Assistant Town Manager; Antwan Morrison, Finance Director; Mathew Mutter, IT; John Schifano, Town Attorney; Irena Krstanovic, Director of Economic Development; Sean Ryan, Development Services; Cassie Hack, Director, Communications and Marketing.

2. Workshop Overview
Staff Resource: Randy Harrington, Town Manager
Mr. Harrington gave an overview of the items on the agenda.

3. Economic Development Investment Policy
Staff Resource: Irena Krstanovic, Economic Development; Daniel Weeks, Administration

Irena Krstanovic, Director of Economic Development said the purpose of this item was to discuss the Economic Development Investment Policy, including a range of tools to assist the Town's recruitment and retention efforts. This policy would support Strategic Plan Goal 1, Enhance, attract, and engage diverse economic development opportunities, Initiative 1.1 concentrate business recruitment efforts in certain target industries; and 1.2 Pursue site readiness programs and infrastructure investments; and Responsible and Balanced Growth Goal 2, Initiative 2.1 Pursue a residential/non-residential tax base ratio of 70/30. She said that using these tools, this is an attainable initiative.

Ms. Krstanovic said that the current policy was adopted in 2005 and updated in 2016. The new proposed policy is renamed from Industrial Development Incentive Policy to Economic Development Investment Policy, to emphasize that this is an investment on the Town's part. It clarifies recruitment and retention goals, incorporates additional investment tools, and aligns with Wake County's target industries. The new policy goals include simplifying the existing policy to expedite decision making, adding new investment tools, remaining flexible, and identifying target industries. Ms. Krstanovic emphasized that the idea of remaining flexible is key to be able to close a deal. State level investment is by tiers, and with Wake County in Tier 3, that can work against us. Wake County has very fixed requirements, and the remainder comes down to the Town. Being flexible is very important to attract businesses to Holly Springs. The purpose of the new policy is to enhance competitiveness in recruitment and retention efforts, attract and retain jobs, attract new investment, and apply to competitive projects.

Ms. Krstanovic outlined five tools in the new policy and ranked them according to the security of the investment, from expedited review, development fee waivers, business investment grant, and synthetic tax increment grants, to public infrastructure investment made

by the Town and land purchase and conveyance. She explained each tool, what it could be used for, and what it could accomplish. She said decisions on these tools would be based on the strength of the project involved, and the competition for that project.

Next steps include incorporating Council's feedback into a new Economic Development Investment Policy and bringing that policy to Council at a January business meeting.

Discussion was held around whether COVID will impact bringing businesses to Holly Springs. Ms. Krstanovic explained that the types of industries being targeted are ones that need their employees on site, rather than working from home. There was discussion regarding site readiness, and how that impacts the "time to market." Ms. Krstanovic said that large pieces of property need to be put aside to be able to talk to large companies. This land needs to be site ready, but there needs to be flexibility in the Master Plan because we don't know which company will come. Not having buildings ready could eliminate us from some projects, and Economic Development is working with developers in the Green Oaks Parkway area to get some buildings ready that would be available for life science companies with higher job numbers than a distribution center type company.

A question was asked about how many acres the Town has ready. Ms. Krstanovic said there are about 200 acres in the Oakview area, and about 100 in the Friendship site, which is perfect for a high-energy user project. There was discussion around making the Friendship site more inviting, and options with NCDOT for an interchange in the area.

Randy Harrington, Town Manager said that he wanted to recognize that Ms. Krstanovic had been doing a lot of engagement with companies and working hard on policies. This policy is geared toward competitive projects, but to get to the 70/30, it's not just about the "big fish." Staff wants to look at some options for smaller projects and will bring those back to Council at some later time.

4. Annexation

Staff Resource: Scott Chase, Administration; Sean Ryan, Development Services

Randy Harrington, Town manager, said that when he started with Holly Springs, he noticed that there were a lot of holes and irregularities in the shape of the Town Limits. Sean Ryan has been doing two years of research on this topic. Efficiency in how services are delivered, and trying to apply policies in the area, are less efficient with these enclaves.

Sean Ryan, Development Services, said that the purpose of this item was to provide Council with an overview on annexation and the evaluation of existing enclaves, sometimes known as "doughnut holes." Annexation is the incorporation of new territory into an existing municipality. It increases the tax base to meet Town needs and allows public services to be provided in an efficient, consistent, equitable, and cost-effective manner.

Mr. Ryan showed a map that showed the annexations from the original square mile that the Charter created in 1877 to the present day. Most occurred after 1990, and most were connected to development. Annexations can be contiguous, or noncontiguous, sometimes known as "satellite annexations."

There are three ways an annexation can happen: 1. Petition by the owner; 2. Petition by the Town, or 3. An act of the General Assembly. Petition by owner is by far the most common type of annexation. It is typically done to receive Town services, or at the time of subdivision or development. Petition by the Town can be considered when the Town may be in a better situation to provide services, or areas are urbanized or used for urban purposes, but it must meet a series of tests. These rules changed 8 or 9 years ago. Historically HS has not used Town Initiated Annexations. To do that, a majority of voters in the area to be annexed must approve the annexations in a referendum. If that referendum fails, there is a three-year waiting period before trying again. Utilities must be extended to all structures at no cost, and *bona fide* farms are exempt. This method is not practical because of these statutory changes. The third way is by a local act of the General Assembly, which has no statutory requirements. There is

also an Annexation of Enclaves Legislation that has been being considered by the GA for several years, without moving forward.

Mr. Ryan said that staff had evaluated 42 enclaves within the Town, and studied 38 of them. There are approximately 383 acres of predominantly residential or undeveloped land, representing approximately $37,289,710.58 in assessed value. He showed where these enclaves are. He said that 13 of them have water and sewer in such a position that it would be practical to connect them to Town services.

Mr. Ryan said that contiguity is important for efficient delivery of services. Uncertain public safety response time or inefficient or duplicative service delivery can occur when there are enclaves. Residents can be confused as to who provides services such as water, sewer, garbage, police and fire protection, and there can be questions around zoning or property maintenance issues. There is a matter of equity, because residents in enclaves enjoy the enhanced quality of life provided by some services, such as parks and infrastructure, while businesses and residents within the Town limits pay for these areas.

Mr. Ryan spelled out some potential benefits and costs for the Town in annexing enclaves. He laid out the potential benefits and costs to property owners within enclaves for annexation. Potential next steps include further studying enclaves to understand the cost/benefit of annexation, supporting Annexation of Enclave legislation through the NCLM if Council is interested, or requesting a Local Act for specific enclaves.

Councilwoman Kelly said that some of those donuts are older community people, and the Town needs to be sensitive to the messaging and to their situations, so that they understand the purpose is to bring them services, not take their land. Councilman McGrath asked how many property owners staff has had discussions with. Mr. Ryan said that at this point of time it is only internal discussion. Staff has not spoken to homeowners. Councilman McGrath said that this might be a way to open up dialog and get information out to residents that it is not a "taking;" it is a benefit to the resident as well as to the Town.

There was discussion about costs connected with annexations and who pays them in the various types, whether Town ordinances and minimum housing standards were considered more restrictive than County ordinances, and which of these already apply because these areas are in the ETJ. There was discussion about how the Holly Springs Police Department often responds to calls in these areas because it would take the Wake County Sheriff's Department too long to get there, but that the Sheriff's Department also backs up Holly Springs Police when they need assistance, so it is a reciprocal arrangement.

Council consensus was to support the Enclave Annexation Legislation if the North Carolina League of Municipalities decides to pursue that, and Mr. Harrington was asked to bring back information to them about the NCLM decision. They also support staff reaching out to specific properties to discuss the benefits of annexation, and perhaps contacting state Legislators to request a local act.

5. Annual Retreat Planning

Staff Resource: Linda McKinney, Town Clerk; Randy Harrington, Town Manager

Linda McKinney, Town Clerk, said that she had investigated several options for the 2021 Mayor and Council Annual Retreat, and would like feedback on both the location and the subjects for discussion. Possible retreat dates, depending on location selected, would be the first weekend in February, or the second weekend in February. Options include a traditional retreat, possibly with reduced staff attendance, or a local retreat with no overnight stay. She presented four options for a traditional retreat: Pine Needles in Southern Pines, Carolina Inn in Pinehurst, the Rizzo Center in Chapel Hill, or the Arrowhead Bed and Breakfast in Durham. She outlined their availability, the space for social distancing, and other pros and cons for each location, along with the COVID19 statistics for each county.

For a Day Retreat, with no overnight stays, she said the options would be at a Town facility such as Bass Lake Park or the Cultural Center, or at the Rizzo Center in Chapel Hill. She

outlined the advantages and disadvantages of each, and their availability for the first two weekends in February.

Council consensus was a day retreat with a possibility of some people staying overnight, at the Rizzo Center on the first weekend in February.

Randy Harrington, Town Manager, offered suggestions for potential topics of discussion at the retreat. Planning and Development could include Master Plans engagement (CTP, P&R, UDO); Council planning processes and decision matrix; and Transportation & Parks and Rec Bond Projects Progress, and speakers from the School of Government could be brought in to discuss where we are in relation to other municipalities, especially since the Town has grown.

The Strategic Plan could be reviewed and refined, as it should be looked at yearly.

There could be a discussion of the budget outlook / CIP preview.

He then asked Council for other possible topics they desired to discuss at their retreat.

Councilman McGrath said he would like to talk about tax base and revenue and the impact COVID is having on municipal revenues, which falls in to these plans, and what can be done to entice small businesses to Holly Springs. He said he also would like to continue to figure out how to incorporate the Planning Board, to have a joint session with them to talk about a decision matrix and planning processes, so that Planning Board is on the same page as Council.

Councilwoman Kelly said that either at a workshop or retreat, she would like to discuss the following:

- Landfill;
- big innovation ideas and where we want to go, where we want to invest to build out some of the departments;
- what do we want out of our boards and committees in general;
- perhaps some diversity training or something that goes along with goals you have been training staff, whether it's Black Lives Matter or COVID or other things that we want to set our message around.

Mr. Harrington said that maybe the retreat is a good time for Council members Kelly and McGrath to give an update on the Landfill Committee's work and progress. It was suggested that some of the commissioners could be invited to come.

Councilman Wolff said he would like to consider sustainability. He thinks that with the affordable housing topic, Council is at a roadblock until we have a budget outlook. He also would like to discuss the Body Cam Policies, which we expect to see soon. Mr. Harrington said the body camera topic is scheduled for the January workshop, but we could bring that to the retreat if there are things don't get finished then. Councilman Wolff would also like to discuss the fee-in-lieu policy and what the Town can and cannot do.

Councilman Villadsen said that next year is going to be a huge planning year and a huge budget year and he looks forward to discussion more than presentations. He agrees that they need to revisit the strategic plan every year to see what needs to be adjusted. Other than that, if a topic lends itself to presentation, he suggests it be left for a workshop; if it lends itself to discussion then put in on the retreat.

MPT Berry said whether it's the workshop or the retreat, he is expecting a heavy public safety ask in this next budget. He wants to know what the Police and Fire Departments need for the next budget year. He would like to spend more time on transportation bond projects, and assigning priorities to each of those projects. With COVID, construction costs have come down, so there might be an opportunity to look at some of those projects.

Mr. Harrington asked if there was any interest in having a facilitator. Consensus was that it would depend on which topics are ultimately selected, whether a facilitator would be useful or not.

6. Open Discussion:

Councilman McGrath said the landfill working group is moving its meeting to next Thursday from 5:30 – 7. They might need to find a larger venue than the Holleman Room, since others are joining the discussion. The possibility of a larger space or Zoom were discussed.

MPT Berry brought up the process for the Clerk's and Attorney's review and discussed using Survey Monkey, and following the process that was used for the Town Manager's evaluation. It was discussed that the evaluations could happen in December since January is the date that merit increases begin, or the increase could be made retroactive, if the schedule did not permit evaluations in December.

7. Closed Session: none

8. Adjournment:

Motion to adjourn was made by Councilman Villadsen, second by Councilwoman Kelly, and passed with a unanimous vote. The November 10, 2020 workshop meeting of the Holly Springs Town Council was adjourned at 7:52 pm.

Respectfully Submitted on Tuesday, November 17, 2020.

Linda C. McKinney

Linda McKinney
Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

Consent Agenda
Title: Avent Ferry Road Widening Project Change Order (TOHS Eng. Proj. 12-003)
Strategic Priority Area: Responsible & Balanced Growth
Economic Prosperity & Diversity
Engaged, Healthy, & Active Community
Safe & Friendly
Staff Resource: Aaron Levitt, Utilities and Infrastructure

Action(s):
Approve change order and budget amendment increasing the project budget by $92,000 to incorporate an additional turn lane funded by the developer.

Explanation:
- In September 2020, per Council's direction, the turn lane required for a nearby development project will be incorporated into the town's Avent Ferry Road Widening construction.
- The purpose of this inclusion is to limit the construction impact to residents and reduce the need to reconstruct the intersection after the Town's project is constructed.
- Per the previously approved infrastructure reimbursement agreement, the developer of the Stephens Tract (Mungo Homes) will contribute an amount equal to the Town's change order estimate of $92,000 or the actual construction costs, whichever is greater, for a right-turn lane improvement at the intersection of Avent Ferry Road and Ralph Stephens Road in connection with the Town's roadway improvement project.
- This work shall be done as a change order to the Town's Avent Ferry Road Widening project.
- The developer has already submitted the payment to the Town.
- A budget amendment is requested to receipt the $92,000 in the developer fees account.

Background:
- This change order has been solicited to construct the right turn lane as required by the Stephens Tract (Mungo Home) project. This additional cost will be the responsibility of the developer.
- Efforts were made to incorporate this work during the Avent Ferry Widening project to limit traffic impacts to residents during construction.

Funding Source(s):
Increase project budget (Account 48-616 90.04) due to the receipt of $92,000 in developer fees (Account 48 320.10)

Attachment(s):

1. Turn Lane Coordination Letter
2. Project Map
3. Reimbursement Agreement (See Page 5 for Reimbursement)
4. Finance Project Budget
5. Finance Budget Amendment

WithersRavenel
Our People. Your Success.

August 28, 2020

Mr. Aaron Levitt, PE
Assistant Director of Engineering
Town of Holly Springs
128 S. Main Street
Holly Springs, NC 27540

Re: Northbound right turn lane at Ralph Stephens/Avent Ferry Rd.
Stephens Tract Townhomes
WR Proj. No.: 02170163.0

Dear Mr. Levitt:

On behalf of Clayton Properties Group, Inc. (d/b/a Mungo Homes), please accept this letter as our formal request that the Town of Holly Springs incorporate the design of the northbound right turn lane at Ralph Stephens/Avent Ferry Road into the Town's Avent Ferry Road Realignment project.

As you are aware, the cost of the referenced turn lane improvement is being funded by Mungo Homes as part of the Infrastructure Reimbursement Agreement between the Town and Mungo Homes in conjunction with the Stephens Tract Townhomes project. Per our recent discussions, since the actual construction of the turn lane will be performed by the Town as part of the Avent Ferry Road Realignment project, the design of those improvements needs to be incorporated into the Town's construction drawings and related NCDOT permits.

Thank you for your assistance in this matter, and please give me a call at (919) 535-5164 if you have any questions or need any additional information.

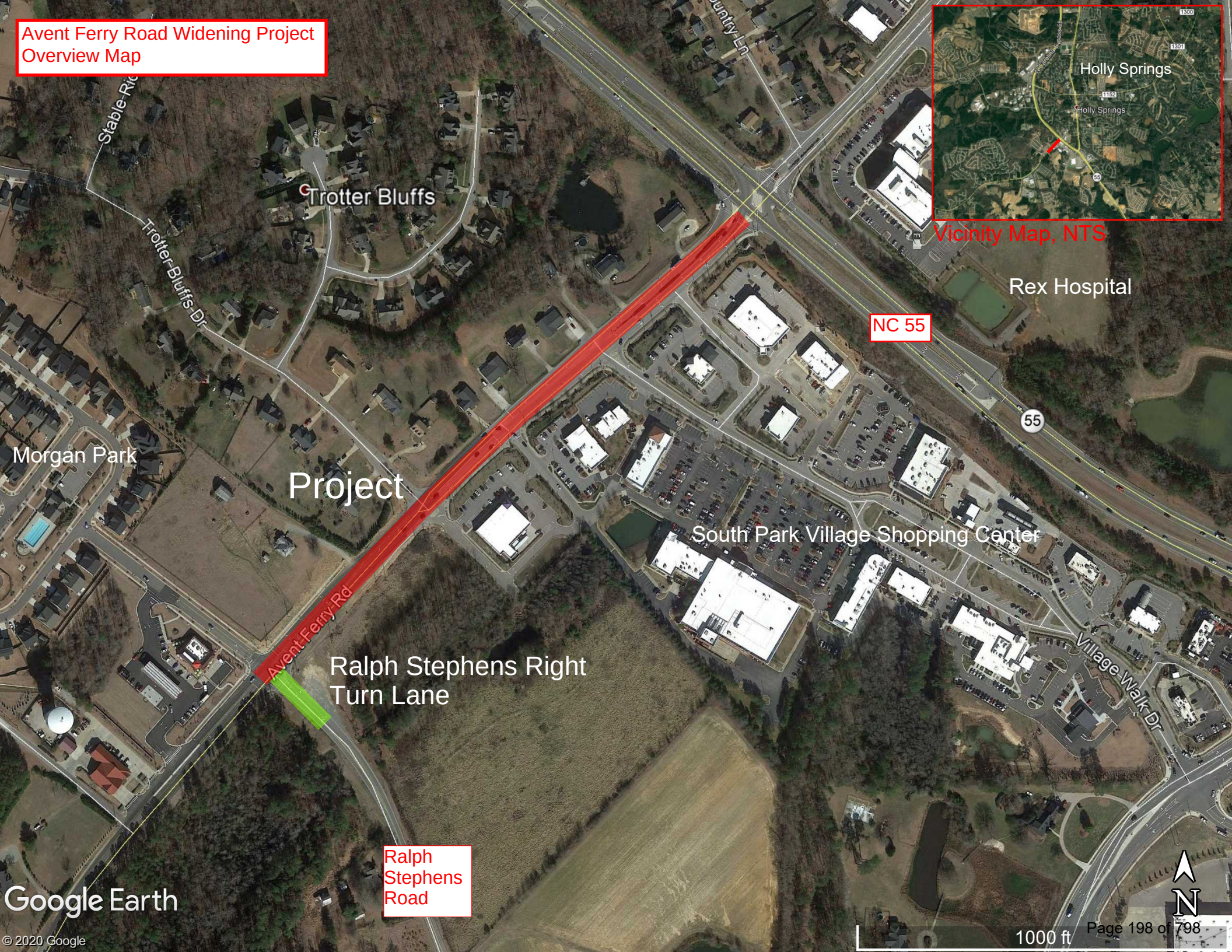
Sincerely,

WithersRavenel



Bradley D. Hart, PE
Senior Project Manager

cc: Chris Simmering – Mungo Homes
Nick Antrilli, PE – WithersRavenel, Inc.


Avent Ferry Road Widening Project
Overview Map
Holly Springs
Vicinity Map, NTS
Trotter Bluffs
Trotter Bluffs Dr
Rex Hospital
NC 55
55
Morgan Park
Project
South Park Village Shopping Center
Avent Ferry Rd
Ralph Stephens Right
Turn Lane
Village Walk Dr
Ralph
Stephens
Road
Google Earth
© 2020 Google
N
1000 ft

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AGREEMENT REGARDING INFRASTRUCTURE CONSTRUCTION AND FEE REIMBURSEMENT
(N.C. GEN. STAT. § 160A-400.20 *et seq.*)

BY AND BETWEEN

THE TOWN OF HOLLY SPRINGS

and

CLAYTON PROPERTIES GROUP, INC. d/b/a MUNGO HOMES

THIS AGREEMENT (the "Agreement"), made and entered into this _____day of _____, 2020, by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the "Town" and **CLAYTON PROPERTYPROPERTIES GROUP, INC. d/b/a MUNGO HOMES**, a North Carolina Corporation, hereafter referred to as the "Developer." The Town and the Developer are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Developer is the fee simple owner or contract purchaser of several tracts of land held in common for development, the total of which are approximately 53.77 acres in size, which are shown in Exhibit A, attached hereto and incorporated herein by reference (the "Property"), and the Developer, or its successors or assigns, intends to develop these tracts in a manner consistent with the Development Plan and the terms of this Agreement; and,

WHEREAS, Developer desires careful integration between public and private capital facilities planning, financing and construction, and further desires sufficient assurances that

development standards, ordinances, policies and procedures remain stable throughout the extended period of development; and,

WHEREAS, it is beneficial to both the Town and Developer to construct certain onsite and offsite infrastructure improvements relative to the Project to enable the safe and responsible treatment of wastewater by the Town and to provide potable drinking water to the ultimate users of the Property, as well as other infrastructure; and,

WHEREAS, the Town requires, pursuant to N.C.G.S. § 160A-372 and its Unified Development Ordinance, the dedication and construction of streets and rights of way and other infrastructure and for the distribution of population and traffic in such a manner that it will avoid congestion and overcrowding and will create conditions essential to public health, safety, and the general welfare; and,

WHEREAS, the Town has enacted a subdivision control ordinance, pursuant to N.C.G.S. §160A-372 which provides for the orderly control of growth and development in the Town in general and on the Developer's parcel; and,

WHEREAS, the Town is authorized pursuant to N.C.G.S § 160A-311 *et. seq.* to operate and does in fact operate a water and sewer treatment enterprise and requires, pursuant to N.C.G.S. § 160A-317, the connection to the system by owners of developed lands located within the Town, for a cost set forth in the Town's annual budget; and,

WHEREAS, the Town is authorized to enter into this contract pursuant to N.C.G.S. §§ 160A-16, 160A-400.20 *et seq.* and may contract with the Developer to carry out the public purposes set forth herein pursuant to N.C.G.S. §160A-20. In consideration of the promises and inducements contained herein, the Town Council of Holly Springs has determined that it is in the best interests of its citizens to enter into this Agreement, and the Developer, its successor and assigns consents.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Town and the Developer agree as follows:

ARTICLE I

1. **Definitions**: The terms below shall have the following meanings as used herein:

    a. Actual Costs: The amount of true costs actually incurred for construction of a certain project described herein upon final completion and approved by the Town, inclusive of the cost of acquiring easements or rights of way from those not party to this agreement, but exclusive of any administrative costs (i.e., profit and overhead) of the Developer, or any project construction contingency. Any such costs which herein after are agreed to be reimbursed or otherwise paid by the Town shall be audited by the Town under generally accepted accounting principles for governments for a period of three (3) years after the last act under this Agreement.

Developer's right of reimbursement for Actual Costs pursuant to the terms of this Agreement is contingent upon Developer first receiving from the Town advance written consent to the expected cost of an applicable transaction before the cost is incurred, provided, that such consent shall not be unreasonably withheld or delayed by the Town.

b. Comprehensive plan: The comprehensive plan, land-use plan, small area plans, neighborhood plans, transportation plan, capital improvement plan, official map, and any other plans regarding land use and development that have been officially adopted by the governing board.

c. Developer: CLAYTON PROPERTIES GROUP, INC. d/b/a MUNGO HOMES, the signatory hereto.

d. Development: Generally defined as the planning for or carrying out of a building activity, the making of a material change in the use or appearance of any structure or property, or the dividing of land into two or more parcels. 'Development', as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, 'development' refers to the planning for or the act of developing or to the result of development. Specifically, in this Agreement, the term "Development" refers to the construction by the Developer of all building activities associated with the plans as described by Development Plan 18-DP-13 as approved by the Town of Holly Springs on 02/19/2019 (TOHS Project No 18-04-01).

e. Development permit: A building permit, zoning permit, subdivision approval, special exception or conditional use permit, variance, or any other official action of the Town having the effect of permitting the development of property.

f. Land development regulations: Ordinances and regulations enacted by the Town for the regulation of any aspect of development and includes zoning, subdivision, or any other land development ordinances, including but not limited the Town of Holly Springs Unified Development Ordinance ("UDO").

g. Laws: All ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies, and rules adopted by the Town affecting the development of property, and includes laws governing permitted uses of the property, density, design, and improvements.

h. NCDOT: the North Carolina Department of Transportation.

i. Offsite Infrastructure: The public sanitary sewer gravity line, all potable waterlines, all roadway/transportation infrastructure, and other Town-owned equipment or facilities not located on the Developer's site.

j. Onsite Infrastructure: The public sanitary sewer gravity line, all potable waterlines, all roadway/transportation infrastructure, and other Town-owned equipment or facilities located on the Property.

k. Person: An individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, State agency, or any legal entity.

l. Property: All real property shown or described in Exhibit A, which is subject to land-use regulation of the Town and includes any improvements or structures customarily regarded as a part of real property.

m. Project: The Developer's plan to develop the Property in the manner described in Exhibit B, and as approved by the Town Council of Holly Springs through its normal development process.

ARTICLE II
DESCRIPTION OF DEVELOPMENT AGREEMENT

1. TERM: The duration of the agreement is for five (5) years. The parties are not precluded from entering into subsequent development agreements that may extend the original duration period.

2. DEVELOPMENT PERMITTED USES: The development uses permitted on the Property and the location of those uses are shown on Exhibit B (the "Development Plan" or "Plans") and described by the approved zoning conditions as shown on Exhibit C, and otherwise described in the approved plans.

a. The Plans indicate the construction of all necessary public infrastructure to accommodate the approved 292-unit Townhome Multifamily development.

b. The Town hereby agrees that the land use described herein is in the best interest of the Town, is in keeping with the land use plans.

3. PHASE 1 AND FUTURE SEWER IMPROVEMENTS: Phase 1 of the Development will not require any sewer infrastructure upgrades and the Developer shall be permitted to proceed with const,ruction and certificates of occupancy on Phase 1 without any sewer infrastructure upgrades, and shall be subject to ordinary development criteria of the Town. The Town and Developer acknowledge that the current sewer infrastructure is inadequate to accommodate Phases 2-4 of the Development and that significant upgrades to the Basil Creek Pump station need to be made prior to the issuance of certificates of occupancy to the Developer for Phases 2-4 of the Development. Currently, the Town is under contract for construction of

these improvements in connection with the approved Lowe's Master Plan project. In order to accommodate the Development the Developer agrees to contribute to these improvements by paying a fee in lieu as described in Exhibit D ("Fee Sheets") under the account code shown as "10 215.01" prior to construction drawing approval for Phase 1 (29 lots) in the amount of $25,430.50. If these improvements to the Basic Creek Pump Station are not completed with the approved Lowe's Master Plan project, Developer shall be responsible for the design, construction, and completion of the pump station upgrades and associated improvements to serve Phases 2-4 of this Project. In the event that the improvements are completed, Developer shall pay a fee in lieu of pump station improvements in the amount of $1,422 per unit or $373,986 for 263 units in Phases 2 – 4.

4. TURN LANE IMPROVEMENTS: The Developer shall contribute an amout equal to the Town's change order estimate of $ 92,000 or the Actual Construction Costs, whichever is greater, for a right-turn lane improvement at intersection of Avent Ferry Road and Ralph Stephens Road in connection with the Town's roadway improvement project at this intersection. This work shall be done as a change order to the Town's Avent Ferry Road widening project.

5. RESERVATION OF LAND: A description of a reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property.

a. Developer shall pay a fee in lieu of required park and recreation land dedication, pursuant to the Town's budget ordinance.

6. REQUIRED PERMITS: A description of all development permits approved or needed:

a. Developer shall secure all construction drawing approval, erosion and sedimentation control, grading approval, and building permits as necessary under the land development regulations in existence of the time of such permit application. The Town shall aid Developer in securing all encroachment permits as required by the North Carolina Department of Transportation, and the North Carolina Department of Environmental Quality ("NCDEQ") or other state or federal agencies, as required for roads, sewer, and water. The failure of the Agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing their permitting requirements, conditions, terms, or restrictions.

7. TERMS REQUIRED FOR PUBLIC SAFETY: Description of any conditions, terms, restrictions, or other requirements determined to be necessary by the Town for the public health, safety, or welfare of its citizens.

a. Zoning of the Property by the Town in a manner consistent with this Agreement.

8. HISTORIC STRUCTURES: Description of any provisions for the preservation and restoration of historic structures.

a. None

ARTICLE III
DEVELOPER'S DUTIES

1. For any offsite infrastructure constructed by the Developer, the Developer shall design, permit, and construct the infrastructure in the location approved by the Town and as shown on the Development Plan, according to engineering best practices, requirements of the Town, and requirements of the NCDEQ and any other applicable regulatory agency. For any land owned or controlled by the Developer, the Developer shall secure and dedicate to the Town all necessary easements for the construction and perpetual maintenance of the infrastructure referenced. For any land not owned by or controlled by the Developer, the Town shall convey such land owned by the Town to the Developer or secure all necessary easements on land owned by third parties for the construction and perpetual maintenance of the infrastructure referenced in a timely manner so as not to delay the completion of the Developer's Duties.

2. The Developer shall construct in a workmanlike manner the Onsite Public Infrastructure according to the design specifications and criteria of the Town which are existing at the time of this agreement, as well as full compliance with any NCDEQ requirements. Said infrastructure, together with any and all appurtenances, easements, and equipment associated with the project required for public dedication shall be dedicated to the Town in a manner consistent with the Development Plan and in a manner in accordance with the Town's standards.

3. The Developer shall construct the public infrastructure according to the plans and specifications submitted in a manner consistent with the standards of the Town which are in effect at the time of this Agreement.

4. The Developer (or his successors, and/or assigns) shall pay all development fees for the development at the time they would otherwise ordinarily be due and in an amount that is determined by the fee schedule approved in the annual budget which is in effect at the time of this Agreement. Developer shall be entitled to reimbursement of all Town levied fees associated with the sewer line installation for the Project in addition to the Town's contributions to the sewer project described in Section 4 of this Agreement, after completion of the sewer line installation. For any fee that is "credited" or "reimbursed" under this Agreement, the Developer (or his successors, and/or assigns) shall pay the fee and request reimbursement against the credit from Town's Director of Engineering by referencing this Agreement. The Town shall reimburse all allowable requested fees to Developer within thirty (30) days of the receipt of request.

5. In the event that the Town, in its sole discretion, decides to install at its own cost the gravity sewer line described in this Agreement prior to the commencement of construction by Developer, Developer shall dedicate the necessary easements on the Property to the Town without additional compensation.

ARTICLE IV
GENERAL TERMS

1. All reimbursements, if any, for this project shall be provided on the basis of final documented actual costs, as approved by the Director of Engineering, in accordance with this agreement. Any opinions of project cost included in this agreement are based upon preliminary designs and are approximate.

2. The Developer shall be responsible for the complete design and construction of Project, including all surveying, design, permitting, plat preparation and recordation, testing, engineering, bidding, construction, inspection, acceptance, easement maps and documents, construction management, construction administration, and all other necessary functions to insure a complete-in-place, fully functional Project built and operational in accordance with Town and State standards and approved plans for the Project. The costs of all of these items shall be borne by the Developer and shall not be subject to reimbursement or participation by the Town, except as specifically described herein

3. All fees, charges and payments related to the actual construction of each project shall be borne by the Developer and shall not be subject to reimbursement or participation by the Town, except as set forth herein.

4. In the course of installing the public infrastructure or any other work on easements obtained by the Town and under the Town's ownership, the Developer shall operate under permission to encroach onto a Town easement and shall hold the Town harmless.

5. Developer agrees to protect, defend, indemnify and hold the Town and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising directly out of the entry onto and performance of work on the easements of the Town. The Developer further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent but only to the extent the same are not expressly excluded as set forth herein.

6. The Town agrees to protect, defend, indemnify and hold Developer and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character made by third parties in connection with or arising from the injury to (including death of) persons or physical damage to property arising out of the performance of the Town's obligations under this Agreement by the Town, its agents, employees and contractors (collectively, "Claims"), except to the extent any such Claims arise out of the negligence or willful misconduct of the Developer, or its agents,

employees or contractors, or any third party. The Town further agrees to investigate, handle, provide defense for and respond to, any such Claims at its sole expense and agrees to bear all other costs and expenses related to such Claims, even if such Claims are groundless, false, or fraudulent but only to the extent the same are not expressly excluded as set forth herein.

7. All projects shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on infrastructure.

8. It shall be the responsibility of the Developer to ensure that all regulatory approvals for each project are in place before beginning construction.

9. The Town Manager is authorized to make decisions in regard to approvals, including changes to this Agreement in order to complete the scope of work required, within his authority granted by the Town Council, except as otherwise stated herein or required by Town ordinance.

10. The Developer shall secure all necessary easements for the infrastructure projects that are the subject of this Agreement prior to construction drawing approval. Should the Developer be unable to obtain required easements after documented attempts to do so, the Town may utilize its eminent domain authority to obtain the necessary easements for the installation of such projects with all costs to be borne by the Developer associated with this legal process, including all amounts paid for the acquisition. The Developer shall substantiate its attempts to obtain the property through voluntary purchase and sale in the following manner within ninety (90) days of this Agreement:

a. Developer shall provide a letter from property owners stating that he/she rejects all offers to purchase the easement. Said letter shall be signed by the landowner.

ba. An affidavit, signed under oath by penalty of perjury, from the Developer's agent or designee describing in detail the conversation that took place with the landowner, and the result of said conversation.

11. In the event of a condemnation action, the Developer shall escrow sufficient funds for a deposit necessary under the applicable condemnation statute. The Town Attorney shall inform the Developer thirty (30) days prior to filing the amount of said deposit, and the Developer shall deposit funds prior to commencement of the action. Upon payment of deposit, the Town will proceed with condemnation action subsequent to the Town Council, in its sole discretion passing a resolution of condemnation for each property as soon as practicable after the receipt of the deposit. The timeframe discussed herein is set forth with the goal of allowing access to the condemned property(ies) within forty-five (45) to sixty (60) days. At all times during this judicial process, the Town retains all legal authority with respect to settlement, negotiation trial strategy, and opinions as to value.

ARTICLE V
OTHER

1. All projects shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on Offsite Infrastructure. This Agreement shall not modify the warranty and acceptance procedures established by the Town through the Engineering Standards in place at the time of this agreement. It shall be the responsibility of the Developer to ensure that all regulatory approvals for each project are in place before beginning construction.

2. All notices, reports, and other communications given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or delivered in person to the intended addressee. Notice sent by certified or registered mail shall be effective upon the date of delivery indicated on the return receipt. Notice given in any other manner shall be effective upon actual receipt by the addressee.

3. This development agreement does not provide for the application of subsequently enacted Laws, ordinances, development policies, practices, procedures or standards. The Laws, ordinances, development policies, practices, procedures and standards applicable to the development of the Project are those in force at the time of the execution of this Agreement, in the manner prescribed by Holly Springs Ordinance 14-164.

4. Notices under this agreement shall be to the following:

FOR THE TOWN:

Randy J. Harrington
Town Manager
PO Box 8
Holly Springs, NC 27540
Reference:

FOR THE DEVELOPER:

Clayton Properties Group, Inc.
PO BOX 4098
Maryville, TN 37802

5. This Agreement shall be governed by and construed in accordance with the law of the State of North Carolina. The Parties consent to the jurisdiction of Superior Court Division of the General Court of Justice located in Wake County, North Carolina in the event a dispute arises between them regarding the terms of this Agreement.

6. If any paragraph or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall continue in full force and effect.

7. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors and assigns.

8. This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing.

9. Exhibit List: The following exhibits are hereby incorporated by reference:

EXHIBIT A: Map of the Property

EXHIBIT B:	Site Development Plan
EXHIBIT C:	Zoning Conditions
EXHIBIT D:	Sewer Analysis Report and Map

[remainder intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN OF HOLLY SPRINGS

(*Town Seal*) BY:_____
Randy J. Harrington, Town Manager

ATTEST:

_____
Linda Mckinney, Town Clerk

This document is sufficient as to form.

_____
John P. Schifano, Town Attorney

This instrument has been pre-audited in the manner proscribed by the Local Government Finance Act.

_____
Mary Hogan
Finance Director

NORTH CAROLINA
WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she is the Town Clerk/Deputy Town Clerk of the Town of Holly Springs, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Town, and that said writing was signed and sealed by her in behalf of said corporation by its authority duly given and the said person acknowledged this writing to be the act a deed of said corporation.

WITNESS my hand and official stamp (or seal), this the ___ day of July, 2020.

_____
Notary Public
_____, Notary Public
Typed/Printed Name

[Official Seal] My Commission expires:_____

CLAYTON PROPERTIES GROUP, INC.

By: _____
(*Seal*) Name: _____
Title: _____

I, a Notary Public, certify that **CLAYTON PROPERTIES GROUP, INC.**, personally came before me this day and acknowledged that he is the _____ of **CLAYTON PROPERTIES GROUP, INC.**, a North Carolina corporation, and that he, as such officer, being authorized to do so, executed the foregoing on behalf of the limited liability company.

WITNESS my hand and official stamp (or seal), this the ___ day of July, 2020.

_____
Notary Public

_____, Notary Public
Typed/Printed Name

[Official Seal] My Commission expires:_____

EXHIBIT A
List of Parcels

Real Estate ID	Deed Book	Deed Page	Acres	Deed Date	Description
128596	17448	1634	7.57	5/21/2019	TR2 PROP OF MARVA STEPHENS BM1999 -00158
67322	17373	930	19.01	3/1/2019	TRPT 1 PROP STEPHENS COUSINS LLC & CSX TRANS IN BM1983 -00948
204650	17388	1134	3.68	3/20/2019	TR1 TOLLEFSON & CSX TRANS INC (UNREC SRVY)
65152	17406	2788	23.51	4/9/2019	PINEY GROVE RD
		Total	53.77		

Exhibit B
Site Development Plan

Exhibit C
Zoning Conditions

The following conditions, pursuant to the Development Plan #18-DP-13 for Stephens Tract as submitted by WithersRavenel, Inc., Project Number 02170951, dated Revised 01/07/2019, apply to the Development:

1. The interconnection to Autumn Park and the South Park Shopping center shall be blocked off until the construction of this development project is complete.

2. This project will be required to meet the Town of Holly Springs NPDES Ph. II Post Construction Stormwater Ordinance.

3. No fill is allowed in the flood plain for residential development. Fill is not allowed even if it does not raise downstream water surface elevations.

4. SCM's are not permitted in the flood plain.

5. Town Staff has been delegated approval authority by NCDWQ for stormwater management plans. Documentation of approval to NCDEQ is the responsibility of the owner.

6. Road improvements constructed with this development project shall be coordinated with the Town and NCDOT with the Phase I Avent Ferry Road Improvements Project (U-5529).

7. If Phase 2 and portion of Phase 3 Holly Springs Basal Creek Pump Station Upgrades and Improvements identified in the Downstream Sewer Study for this project are not completed with the approved Lowe's Master Plan project, the Stephens Tract Development is responsible for the design, construction and completion of the pump station upgrades and associated improvements with this development plan to serve their project.

8. The following items must be addressed prior to or with the first construction drawing submittal:

   a. A point-by-point photometric plan for all site lighting (not including public right-of-way street and pedestrian lights) in conformance with lighting levels specified in UDO Section 7.02 shall be submitted to and approved by the Department of Planning & Zoning.

   b. Thoroughfares, collectors and boulevards will require a calculated pavement design and will require NCDOT approval.

   c. Improvements identified as the responsibility of the Stephens Tract Development in the approved Downstream Sewer Study, must be submitted by the Developer, detailing the required improvements for review and approval by the Engineering Department and Director of Engineering.

d. Developer shall provide a gravity sewer stub to each upstream adjacent property at a suitable location. Coordinate final design, location and alignment of all gravity sewer stubs to adjacent upstream properties and ensure viable gravity sewer service is provided.

e. A fee-in-lieu is required for constructing the remaining portion of gravity sewer stub as identified on the approved plans. The fee-in-lieu cost estimate shall be submitted by Developer to the Engineering Department with the 1st Construction Drawing Submittal for review and approval.

f. Final Gravity Sewer Line Sizing Report is required for all lines that are stubbed to adjacent upstream properties.

g. A flood study is required to meet the Town's policy for Hydrologic Basin Models (Town Policy - P-018). The flood study shall be updated to reflect this project and demonstrate that development of the site will not raise established flood levels.

h. All items listed on the Stormwater Submittal Checklist, Form #16003, must be included with the first construction drawing submittal.

9. The following items must be addressed prior to issuance of construction drawing approval and/or land disturbance permit:

a. Documentation in the form of a plat must be provided for offsite right-of-way to be dedicated for this project.

b. Provide documentation in the form of a recorded plat of any required offsite sewer and/or water easements.

c. If any offsite water or sewer facilities are needed to serve this project and are not completed and accepted by the Town at the time of approval of this preliminary subdivision plan, these facilities must be completed prior to construction drawing approval unless otherwise approved by the Director of Engineering. The Town is not responsible for completion of offsite sewer facilities, and will not guarantee completion of such facilities by any other party.

d. Fee-in-lieu of upgrade will be required for the downstream Pump Station and/or Force Main; Holly Springs Basal Creek Pump Station and Garrison Pump Station.

e. Approval of Stormwater Management Plan is required.

f. Payment of the Stormwater Fee-in-Lieu will be required prior to construction drawing approval.

g. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to plat recordation and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the BMP is required at the end of the performance monitoring period for the project.

h. All environmental permits must be obtained for the entire project.

10. No more than 85% of building permits (248 units) shall be issued prior to the completion of all developed recreational open space.

11. A Rapidly Flashing beacon crosswalk signal must be installed by the Developer to provide adequate pedestrian connectivity for this Development

12. A change to the plan is necessary to provide an open area for residents to congregate that is not currently found in the plan.

Exhibit D
Sewer Analysis Report & Map

Town of Holly Springs
Project Budget

Project Name:	AFR. Widening (TOHS Eng. Proj. 12-003)	**Date Submitted:**	11/17/2020
Department:	Department of Utilities and Infrastructure	**Project Start Date:**	11/9/2020
Point of Contact:	Dirk Siebenbrodt	**Completion Date:**	11/9/2021
Project Description:	Widening 0.34 miles of Avent Ferry Road between NC 55 and Ralph Stephens Road in accordance with federail-aid funding through the NCDOT requirements.		

Sources (Revenues) - ALL REVENUES MUST BE VERIFIED	
NCDOT Grant Reimbursement 48-616 348.22	$ 1,808,000.00
Operating Transfers 48-616 355.01	$ 328,389.00
Operating Transfer from Street Reserves 48-616 355.22	$ 761,275.00
Developer Fee 48-616 320.10	$ 92,000.00
Total:	$ 2,989,664.00

Uses (Expenses)	
Project Account 48-616	$ 2,989,664.00
Total:	$ 2,989,664.00

Attachments:

Town of Holly Springs
Budget Amendment Request

BE IT ORDAINED by the Town Council of the Town of Holly Springs, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021.

Department: Department of Utilities and Infrastructure **Date:** 11/17/2020

Reason for Budget Amendment:

The developer of the Stephens Tract (Mungo Homes) will contribute an amount equal to the Town's change order estimate of $92,000 or the Actual Construction Costs in connection with this project.

Expense			
Account #	***Account Description***	***Increase***	***Decrease***
48-616 90.04	Project Account - Avent Ferry Road Widening	$ 92,000	
	Total Expense:	**$ 92,000**	**$ -**

Revenue			
Account #	***Account Description***	***Increase***	***Decrease***
48 320.10	Developer Fee	$ 92,000	
	Total Revenue:	**$ 92,000**	**$ -**

Department Head Signature (or electronic submission)

Finance Director Signature (if necessary)

Town Manager Signature (if necessary)

Council Approved/Notified (if necessary)

Town Manager is authorized to transfer within a department without prior approval of Town Council.
Town Manager is authorized to approve transfers between departments within the same fund up to $50,000.
All inter-departmental transfers will be reported to Town Council by the following month.
Amendments that change the total budget or departmental transfers over $50,000 require Town Council approval.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

Consent Agenda
Title: Voluntary Annexation A20-07, 1637 Avent Ferry
Strategic Priority Area: Responsible & Balanced Growth
Staff Resource: Melissa Sigmund, Development Services

Action(s):
Adopt Resolution 20-36 directing the Town Clerk to investigate the sufficiency of annexation petition A20-07 and set public hearing for December 1, 2020.

Explanation:

- The Town has received a petition for voluntary annexation of 2.218 +/- acres, located at 1637 Avent Ferry Road.
- The owners of the property are Sharon and Greg Griffin.
- The request for annexation is so the property can be served by town water for the development of a single-family residence.
- Staff has requested feedback from all departments and there were no issues with this annexation.

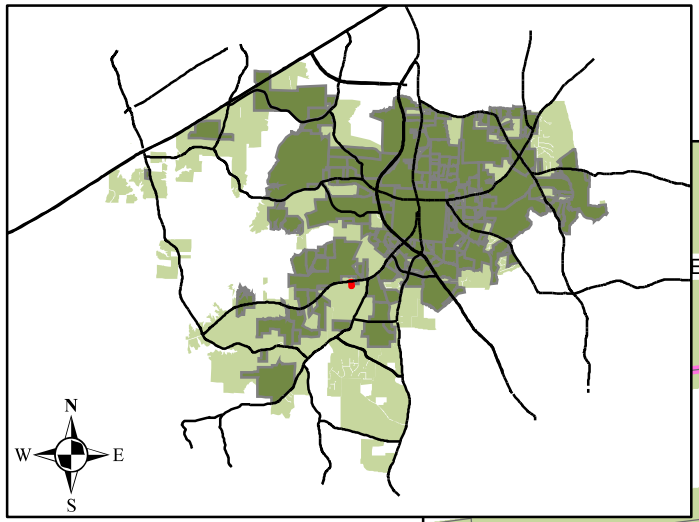
Background:

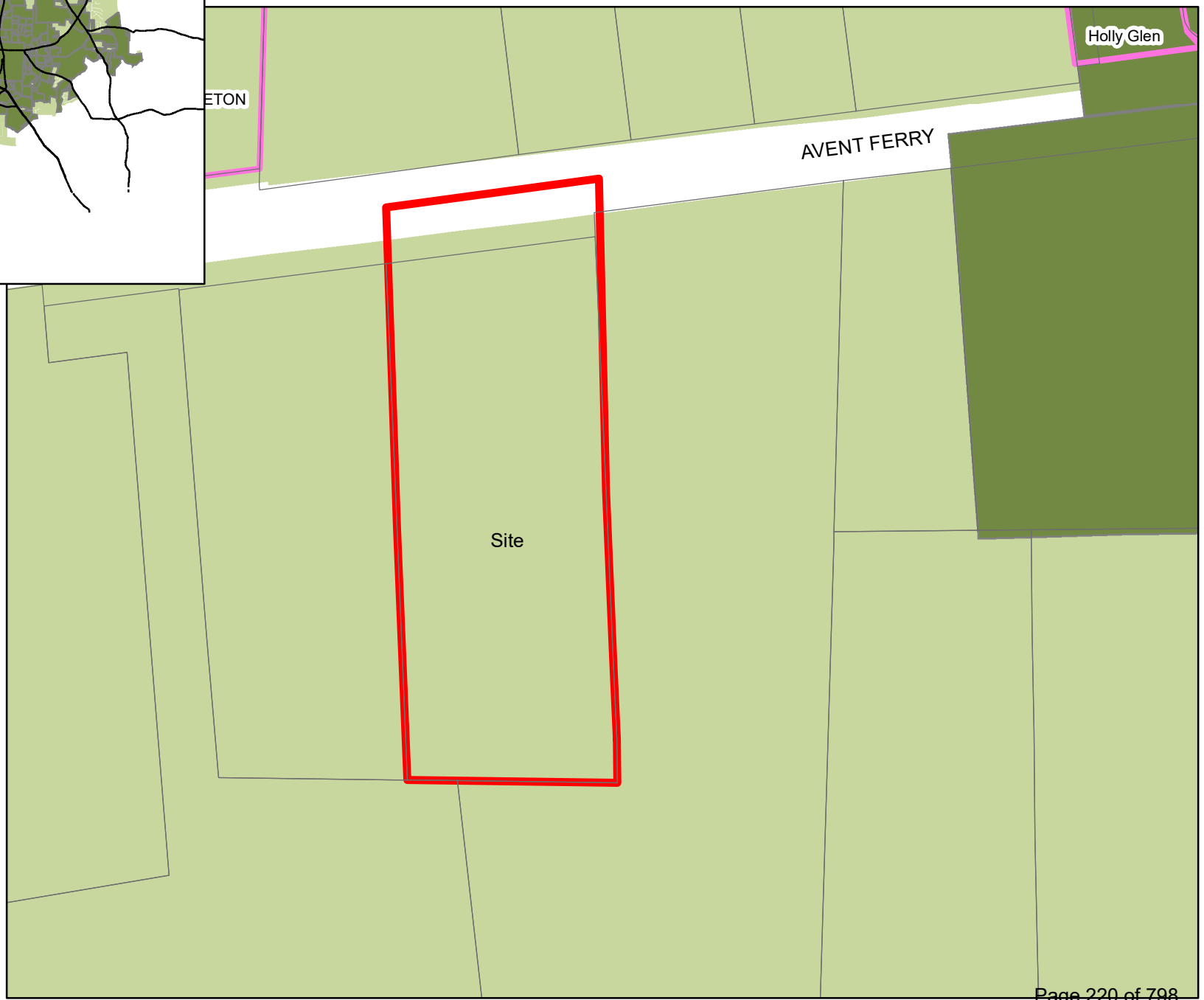
- Pursuant to NCGS § 160A-31(c) Council is required, upon receiving a petition for annexation, "to cause the clerk of the municipality to investigate the sufficiency thereof and to certify the result of the investigation: and to fix a date for a public hearing on the question of the annexation.

Funding Source(s):
N/A

Attachment(s):
1. Annexation 20-AP-07 map
2. A20-07 1637 Avent Ferry Resolution of Sufficiency

A 20-7 | 1637 Avent Ferry | 2.218 acres





Legend

- Annexation Property Site
- Subdivisions
- Lakes
- Town Limits
- Extraterrito... Jurisdiction (ETJ)
- Short Range Urban Service Area

Document Path: Z:\GIS\Candace\2020_MAPS\2020_Annexation Location Map.mxd

THE TOWN OF
Holly Springs

Resolution No.: 20-36
Date Adopted: November 3, 2020
Annexation No.: A20-07

RESOLUTION OF THE HOLLY SPRINGS TOWN COUNCIL DIRECTING THE TOWN CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31 AND FIXING THE DATE OF A PUBLIC HEARING ON THE QUESTION OF ANNEXATION

WHEREAS, a petition requesting annexation of an area described in said petition was received by the Town of Holly Springs; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Holly Springs deems it advisable to proceed in response to this request for annexation, subject to the Clerk's satisfactory investigation of the sufficiency of the petition; and

WHEREAS, the area proposed for annexation is described as follows:

Legal Description for Voluntary Annexation

Beginning at an existing iron rod, said iron rod having N.C. Geodetic Coordinates (NAD 83-2011) of North=684,276.93 feet and East=2,042,423.04 feet: thence from said iron rod, North 89º15'20" West 185.67 feet to an existing iron rod, thence North 02º25'53" West 456.38 feet to an existing iron rod lying on the Southern right-of-way of N.C.S.R. 1115 (Avent Ferry Road); thence North 02º25'53" West 51.19 feet to a point in the center of N.C.S.R. 1115; thence along and with the center of N.C.S.R. 1115, North 82º39'20" East 186.40 feet to a point; thence South 02º23'45" East 29.84 feet to a point; thence South 02º23'45" East 21.35 feet to an existing iron rod on the Southern right-of-way of N.C.S.R. 1115; thence leaving said right-of-way South 02º23'45" East 482.62 feet to the point of beginning and containing a total of 2.218 acres of which 0.218 acres lies within the right-of-way of N.C.S.R. 1115 (Avent Ferry Road).

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Holly Springs, North Carolina, that:

Section 1. The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Holly Springs Town Council the

result of her investigation.

Section 2. Subject to the Town Clerk's satisfactory result of her investigation, a public hearing on the question of annexation of the area described herein will be held at the Town Hall Council Chambers, located at 128 S. Main Street, at 7 p.m. (or as soon thereafter as is practicable) on Tuesday, November 17, 2020.

Section 3. Notice of the public hearing shall be published in the Raleigh News & Observer, newspapers having general circulation in the Town of Holly Springs, at least ten (10) days prior to the date of the public hearing.

Adopted this, the 3rd day of November 2020.

ATTEST:

Dick Sears, Mayor	Linda C. McKinney Town Clerk

Office *of* the Mayor

128 S. Main Street • P.O. Box 8 • Holly Springs, NC 27540 • (919) 557-3901 • (919) 552-0654 *fax*
dick.sears@hollyspringsnc.us • www.hollyspringsnc.us

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 13.

Consent Agenda
Title: Signal Fiber Contract Approval and Budget Amendment
Strategic Priority Area: Organizational Excellence
Responsible & Balanced Growth
Staff Resource: Jeff Wilson, Director, IT

Action(s):
Approve agreement between Hyper Networks, Inc. and the Town of Holly Springs for the installation of a conduit network and fiber for the connection of traffic signals within the Town limits, in the amount of $308,273.76.

Approve budget amendment in the amount $339,102 to fund the signal fiber connectivity project, with $308,273.67 for the contractor's RFP amount, plus 10 percent contingency.

Explanation:
- North Carolina Department of Transportation (NCDOT) has allocated funding to work with the Town to invest in an intelligent traffic system (ITS) that links the signals within the Town's jurisdiction with fiber.
- Connecting signals to a fiber network is the first step in designing an ITS.
- Signals that are not connected through data services can have timing misalignment, which means that timing between intersections can become off sync to a level that impedes the free flow of vehicles through intersections.
- Fiber connectivity between signals and NCDOT allows NCDOT insight to the signal network for quicker response to issues through automated alerts; whereas, current signal troubleshooting is done through direct reporting of issues by motorists or the Town and onsite visits.
- Signal fiber helps to future proof the design of an ITS through staged signal control integrations and intersection monitoring with analysis tools, like vehicle count sensors, intersection backup sensors, and live traffic flow cameras.
- NCDOT has designed the I-540 interchanges at Holly Springs Rd and NC55 Bypass to integrate with the Town's ITS.
- Upon approval of a Request for Proposal (RFP) by NCDOT engineers, the Town advertised the fiber portion of the ITS project. Only one bid was received in the first advertisement, requiring a second advertisement where two bidders responded.
- Lowest, responsive, responsible bidder is Hyper Networks, Inc.
- ITS enhances the Town's strategic direction related to smart cities initiatives.

Background:
- The Town has actively sought opportunities to partner with NCDOT to improve the flow of vehicular movement throughout the Town, which includes investments in ITS.
- In April, 2017, the Town's Utility and Infrastructure and Information Technology

departments started collaboration with NCDOT to formulize ways to utilize the Town's fiber network to help interconnect signals in order to advance the implementation of an ITS because no projects were planned within NCDOT to upgrade the current signal management outside of the NC 55 bypass system.

- The Town utilized the fiber consultant that originally designed the Town's fiber network to evaluate the connectivity of all signals and develop plans to submit to NCDOT for consideration.
- Throughout the planning process, the Town has worked with the Town of Cary for strategic guidance on designing and maintaining an ITS, which included integration of a Town signal via fiber to Cary's traffic control center for proof of concept and long term ITS development and planning.
- In Fall 2018, the Town received a grant to be administered by NCDOT for signal fiber integration due to efforts from then Sen. Barringer and Rep. Adcock.
- In June, 2019, the Town and NCDOT executed a funding agreement for the fiber portion of the Town's ITS through a Locally Administered Project Contingency Agreement, allocating up to $390,000.
- All intersection designs that have required signal installation have included requirements to support ITS through installation of fiber to meeting points on the Town's fiber network.
- NCDOT has evaluated all traffic signal cabinets to inventory system upgrades that are necessary to support fiber communications.

Funding Source(s):

Streets and Sidewalks Project Fund - Signal Sync Project reimbursed by NCDOT

Attachment(s):

1. NCDOT Fiber Installation Funding Agreement
2. Hyper Networks Compiled Bid Package
3. Signal RFP Evaluation Memo to Kendra Parrish
4. FY21 Budget Amendment Form - Signal Sync BA

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

February 10. 2020

Ms. Kendra Parrish
Engineering Director
c/o Town of Holly Springs
128 S. Main Street
Holly Springs, NC 27540

Subject: Locally Administered Project – State Contingency Agreement between the North Carolina Department of Transportation and Town of Holly Springs – Connecting approximately 30 Traffic signals to Holly Spring's fiber network.
Project 48461, Wake County

Enclosed is one electronic original of a fully executed Locally Administered Project – State Contingency Agreement covering the above project.

If you have any questions or additional information is needed, please contact Elizabeth Honeycutt at 919-220-4600.

Sincerely,

For: Doug R. McNeal, PE
Division Maintenance Engineer

Enclosures

DM:eeh

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 5 OFFICE
2612 NORTH DUKE STREET
DURHAM, NC 27704

Telephone: (919) 220-4600
Fax: (919) 560-3371
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
2612 NORTH DUKE STREET
DURHAM, NC 27704

NORTH CAROLINA

LOCALLY ADMINISTERED PROJECT – STATE CONTINGENCY AGREEMENT

WAKE COUNTY

DATE: 6/13/2019

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

WBS Elements: 48461

TOWN OF HOLLY SPRINGS

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Holly Springs, hereinafter referred to as the "Municipality."

W I T N E S S E T H:

WHEREAS, the parties have agreed to make certain improvements within the Municipality under WBS Element 48461 in Wake County in accordance with the plans and specifications approved by the Department; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-66.3, Section 136-18 (24) and (27), Section 20-169, Section 160A-296 and Section 297, to participate in the planning and construction of the Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the Department and the Municipality have agreed that the jurisdictional limits of the Parties, as of the date of the awarding of the contract for the construction of the above-mentioned Project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF PROJECT

1. The Project consists of connecting approximately 30 traffic signals to Holly Springs's fiber network to improve signal synchronization and traffic flow, mitigate congestion, enhance signal reliability and improve safety for pedestrians and motorists. (hereinafter the “Project”).

PROCUREMENT OF SPECIALIZED SERVICES

2. If the Municipality causes the professional engineering services required by this Agreement to be performed by contracting with a private engineering firm and seeks reimbursement for said services under this agreement, it is agreed as follows:

   A. The Municipality shall ensure that an engineering firm is obtained through an equitable selection process and that prescribed work is properly accomplished in a timely manner, at a just and reasonable cost.

   B. The Municipality, when procuring architectural, professional and engineering services, must adhere to North Carolina Department of Transportation Policies and Procedures for Major Professional or Specialized Services Contracts. This policy conforms to N.C.G.S. 143-64, Parts 31 and 32.

   C. The Municipality shall submit all professional services contract proposals to the Department for review and approval prior to execution of the professional services contract by the Municipality. In the event that the professional services contract proposal (engineering) exceeds $30,000, a pre-negotiation audit must be requested from the Department’s External Audit Branch. A pre-negotiation audit of a contract under $30,000 will be performed by the Department’s External Audit Branch if the Municipality requests it.

   D. Reimbursement for construction administration costs cannot exceed fifteen percent (15%) of the actual construction contract cost. This applies to private engineering firms and/or work performed by the Municipality. If the Municipality elects to procure a private consulting firm to conduct Project administration, the Municipality shall be responsible for submitting the consulting firm’s proposal to the Division Engineer for review and approval. The Municipality, and/or its agent, shall perform Project administration in accordance with all Departmental policies and procedures.

   E. All work shall be prepared and submitted using computer software and applications approved by the Department and compatible with departmental equipment and programs.

F. Small Professional and Engineering Services Requirements: Any contract entered into with another party to perform work associated with the requirements of this agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the NC Board of Transportation. These provisions are incorporated into this Agreement by reference.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.

- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

PLANNING AND DESIGN

3. The Municipality, and/or its consultant, shall prepare the environmental and/or planning document and obtain any environmental permits needed for the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

4. The Municipality shall design and prepare the plans and specifications for the Project, in accordance with the Department's standard practices, regulations and guidelines for transportation improvements. The Department shall review and approve Project plans and specifications.

UTILITIES

5. The Municipality, without any cost or liability whatsoever to the Department, shall relocate and adjust all utilities in conflict with the Project. All utility work shall be performed in a manner satisfactory to and in conformance with rules and regulations of the Department prior to the Municipality beginning construction of the Project. The Municipality shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits of the Project, whichever is greater, regardless of ownership of the connections or services. Any encroachment agreement and/or permits required for the Project must be obtained from the Division Office. All work shall be performed in accordance with the Department’s approved Utility Relocation Policy and standard procedures for utility improvements.

RIGHT OF WAY

6. The Municipality, at no expense or liability whatsoever to the Department, shall be responsible for acquiring any needed right of way and/or permanent easements required for said Project. If the Project is not to be constructed within the existing right of way, the Municipality will be responsible for any additional right of way or easements. Acquisition of right of way shall be accomplished in

accordance with applicable policies, guidelines, statutes and the North Carolina Department of Transportation Right of Way Manual.

The Municipality shall remove from said right of way all obstructions and encroachments of any kind or character (including hazardous and contaminated materials). The Municipality shall indemnify and save harmless the Department from any and all claims for damages that might arise on account of said right of way acquisition, and construction easements for the construction of said Project.

CONSTRUCTION

7. The Municipality shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Municipality shall enter into and shall administer the construction contract for said Project and the procedures set out herein below shall be followed:

   A. Prior to advertising the Project for construction bids, the Municipality or its agents, shall submit for approval by the Department, the final construction plans, the total contract proposal, and an estimate of the Project costs to the Division Engineer. Bids received along with proper documentation of Municipal approval shall be submitted to the Division Engineer for review and approval by the Department prior to the contract being awarded by the Municipality. Upon award of the Project, the Municipality shall provide the Division Project Manager copies of the executed contract and sets of plans as requested.

   B. The Municipality shall follow Department regulations, and North Carolina General Statutes regulations pertaining to bid procedures in the award of the contract and purchases. The Municipality shall not enter into any contractual agreement for any phase of the Project without prior written approval from the Department.

   C. The construction engineering and supervision will be furnished by the Municipality. Said work shall be accomplished in accordance with terms set out in Provision #2 of this Agreement.

   D. The Department’s Division Engineer shall have the right to inspect, sample, test, and approve or reject any portion of the Project being performed by the Municipality or the Municipality's contractor, to ensure compliance with the provisions of this Agreement. The Department will furnish the Municipality with any forms that may be needed in order to follow standard Departmental practices and procedures in the administration and performance of the contract.

E. The Municipality shall sample and test all materials in reasonable close conformity with the Department's Guide for Process Control and Acceptance Sampling and Testing. The Division Engineer shall be provided a copy of the testing results.

F. During construction of the Project, if any changes in the plans are necessary, such changes must be approved by the Division Engineer prior to the work being performed.

G. All materials incorporated in the Project and workmanship performed by the contractor shall be in reasonable close conformity with the Standards and Specifications of the Department.

H. Upon completion of the Project, the Municipality shall furnish the Division Engineer with complete sets of “Plan of Record” and/or “As Built” plans as requested.

I. Prior to the final acceptance and payment by the Department, the Division Engineer shall make a final inspection of the completed work. The Division Engineer will be responsible for final acceptance of the completed work on behalf of the Department.

J. During construction of the Project, the Municipality shall provide and maintain adequate barricades, signs, signal lights, flagmen, and other warning devices for the protection of traffic in conformation with standards and specifications of the Department and the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Federal Highway Administration.

K. In the event the Project is not let to contract within six (6) months after receiving final approval of construction plans and proposals from the Department, the Municipality shall be responsible for documenting to the Department justification for Project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

L. The Municipality shall complete construction of the Project, in accordance with the terms of this Agreement within one (1) year year(s) of execution of this Agreement. If the Municipality has not completed its responsibilities to the satisfaction of the Department, including satisfactory progress of the various phases of the Project, the unexpended balance of funds may be recalled by the Department and assigned to other Projects by the Board of Transportation and the Municipality shall reimburse costs incurred by the Department associated with the Project.

CONSTRUCTION SUBCONTRACTOR GUIDELINES

8. Any construction contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Businesses and Women Businesses as required by GS 136-28.4 and the North Carolina Administrative Code.

A. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at https://connect.ncdot.gov/Projects/Contracts/Pages/LGA-Projects.aspx

B. No advertisement shall be made nor any contract be entered into for services to be performed as part of this Agreement without prior written approval of the advertisement or contents of the contract by the Department.

C. Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.

FUNDING

9. Subject to compliance by the Municipality with the provisions set forth in this Agreement, and the availability of funds, the Department shall participate in the actual Project costs up to a maximum amount of $390,000 (estimated costs are $390,000). Costs which exceed this amount shall be borne by the Municipality. Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Division Engineer and the Department's Fiscal Section.

   A. The Municipality may bill the Department for actual costs by submitting an itemized invoice and requested documentation to the Department. Reimbursement shall be made upon completion. By submittal of said invoice, the Municipality certifies that it has adhered to all applicable state laws and regulations as set forth in this Agreement.

   B. Force account work is only allowed when 1) there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process, and 2) the force account work is in compliance with NC General Statute 143-135, found at www.ncleg.net/gascripts/Statutes/Statutes.asp. Written approval from the Division Engineer is required prior to the use of force account by the Municipality. Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87. Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

   C. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations," the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

D. The Municipality shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this Agreement, for inspection and audit by the Department's Fiscal Section.

E. The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs.

F. Failure on the part of the Municipality to comply with any of these provisions will be grounds for the Department to terminate participation in the costs of the Project.

G. All invoices associated with the Project must be submitted within six months of the completion of the Project to be eligible for reimbursement by the Department.

H. The Project must progress in a satisfactory manner as determined by the Department. If the Project does not remain active, the Department reserves the right to de-obligate said funding.

I. The expenses incurred by the Department for reviews, approvals, inspections and other tasks set forth in this Agreement are an eligible Project cost and charged to allocated Project funding.

TRAFFIC

10. All traffic operating controls and devices shall be established, enforced, and installed in accordance with the North Carolina General Statutes, the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways”, the latest edition of the “Policy on Street and Driveway Access to North Carolina Highways”, and maintained and controlled by the Department upon completion of the Project.

MAINTENANCE

11. Upon completion of the Project, only those improvements within the state owned right of way shall be considered on the State Highway System and owned and maintained by the Department.

ADDITIONAL PROVISIONS

12. The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

13. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

14. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this Agreement, the Municipality certifies, that neither it nor its agents or contractors are presently debarred, suspended, proposed for

debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.

15. The Municipality shall certify to the Department compliance with all applicable State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by the Municipality or any entity performing work under contract with the Municipality.

16. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible, for any expenses or obligations incurred for the Project except those specifically eligible in the terms of this Agreement. However, at no time shall the Department reimburse the Municipality costs which exceed the total funding for this Project.

17. The Municipality will indemnify and hold harmless the Department and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the Project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages claims, which may be initiated by third parties.

18. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

19. If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project. Any notification of termination of this Project shall be in writing to the other party. Reimbursement to the Department shall be made in one lump sum payment within sixty (60) days of billing. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23 and G.S. 105-241.21.

20. In compliance with state policy, the Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall have a Conflict of Interest Policy and adhere to the Department's Women Business Enterprise (WBE) and Minority Business Enterprise (MBE) policy which requires goals to be set and participation to be reported, as more fully described in the Subcontractor Guidelines section of this Agreement.

21. All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

21. Where the Department determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department reserves the right to deduct

monies from the Municipality's Powell Bill Fund. Such determination shall be made, either by audit and/or inspection of books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs, not to be in compliance with the terms of this Agreement or in the event of non-payment by the Municipality.

22. By Executive Order 24, issued by Governor Perdue, and N.C. G.S.§ 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

23. IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement and that no expenditure of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Holly Springs by authority duly given.

L.S. ATTEST:

BY: Linda C McKinney

TITLE: Town Clerk

TOWN OF HOLLY SPRINGS

BY: Randy L. Harrington

TITLE Town Manager

DATE: Nov. 15, 2019

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

Approved by the Town of Holly Springs as attested to by the signature of

Linda C McKinney, Clerk, on Nov 15, 2019 (Date)

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

Mary M. Hogan

(FINANCE OFFICER)

(SEAL)

Federal Tax Identification Number

561-14-3973

Remittance Address:

Holly Springs

PO Box 8

Holly Springs, NC 27540

DEPARTMENT OF TRANSPORTATION

DocuSigned by:

BY: _____

(CHIEF ENGINEER) FF1671ADD2D24F8...

DATE: 12/13/2019

PRESENTED TO THE BOARD OF TRANSPORTATION ITEM O: 9-8-19 DS

August 26th, 2020

To Whom It May Concern,

Hyper Networks, Inc is proud to present our response to the Town of Holly Springs Signal Fiber Construction project (TOHS17-022).

As an industry leader in innovation and technology in the field of outside plant and fiber optic network construction, Hyper Networks, Inc uses proprietary solutions to some of the most common challenges in outside plant construction. It is through these approaches, that we feel you will find our bid to be competitive, complete, and all encompassing to meet the needs of the Town of Holly Springs.

Included in this package you will find, per request, three copies of the following items:

- Complete contract/bid documents to include signatures and bid sheets
- An outline to our technical approach to this project
- Our management plan in regards to this project
- Hyper Networks, Inc Health and Safety Program Manual
- Hyper Networks, Inc Environmental Sustainability policy
- Hyper Networks, Inc Quality Control policy
- Material cut sheets for quoted materials
- Resumes for key personnel in regards to this project

At your request and convenience, Hyper Networks, Inc is prepared to discuss further any part or in its entirety, the bid package and all documents presented to you for your review.

Sincerely,

Ryan Zakany
Director- PMO
984-999-8245
rzakany@hypernetworksinc.com

Technical Approach

Hyper Networks, Inc is a company dedicated first and foremost to safety and quality. With that in mind, the following is a description of our approach to this particular project.

Having completed over 200 miles of fiber optic cable infrastructure installation in under two years, Hyper Networks, Inc has become proficient in its approach to network deployment. Using past experiences to drive innovative, new, more efficient ways to construct these projects, from modifying factory equipment to creating our own, one of a kind, proprietary project management software, we have been able to streamline our operations.

We are proud to offer a two week typical deployment from the time an NTP and permits are in hands until construction activities commence, barring any material lead times. During this two week time frame, Hyper Networks, Inc will be busy completing many tasks in the background that will set us up for success throughout the entire project lifecycle. These things include material procurement, our construction managers white lining of the proposed path, our administrative staff calling in 811 locate tickets, our PMO and Quality department completing work templates in our software suite that will be custom made to the Town of Holly Springs specifications, our construction managers and traffic control supervisors completing pre-construction walks, staging materials, and preparing crews for their scope of work.

Once construction has commenced on a project, it is our policy to work the project through its completion, in a continuous fashion. Our overall goal is to complete as many tasks as possible in tandem with each other, keeping for a shorter build time for our customers. Each project is evaluated to determine where crucial points of construction are based on all of the available information, and focus on those areas first. Once underground construction has progressed, we will dispatch our fiber placing teams once any given segment of fiber is available to be placed. Throughout this process, Hyper Networks will have field supervisors and/or construction managers on site at all times.

Upon completion of fiber installations, our splicing team will move in in quick succession to complete the splicing and testing portion of the build. Testing will be complete using test equipment tethered to the internet, and test results are made available to our quality control team in real time. This allows for an even greater increase in efficiency, as there will be no need for re-dispatching at a later date to complete any troubleshooting needed.

Throughout the project, and at project completion, a detailed review is done of all project deliverables. These items are monitored by a team of 4 quality control managers with over 50 years of telecom and fiber experience combined.

Pertaining to safety, Hyper Networks, Inc took steps in early 2020 to launch its own traffic control department after being unimpressed by the services that were currently being offered.

Since that time our traffic control division has grown to 6 full time, certified crews that handle our traffic control needs. Controlling this piece internally has allowed us to better secure not only the safety of our crews, but that of the general public as well. In June of 2020, we also launched a hard surface restoration department. This has allowed us to complete repairs to asphalt and concrete affected by construction with 5-7 days of construction activities completing their tasks in any given area. No open holes are permitted, as a company policy, overnight. PPE is mandated and provided to all employees, and daily JSAs are filled out to ensure that all job hazards are identified prior to commencement of work.

A list of equiment to be utilized may include, but is not limited to:

- Vermeer 23x30, w/ Falcon F5 Locator
- Vermeer 10x15, w/ Falcon F5 Locator
- Vermee VX50-500 Vacuum Excavator
- Yanmar Vi050-6a Zero Tail Swing Mini-Excavator
- Condux Hydraulic Fiber Tugger, w/ 42" capstan
- RadioLabs 8100 Utility Locator
- 28354 Juniper Geode Survey Antenna
- GPR Units
- Various light duty trucks and trailers, as needed
- Jameson Python Rodder
- Doosan 150 CFM Air Compressor
- Exfo Max Tester OTDR
- Sumitomo Q102 Fusion Splicer

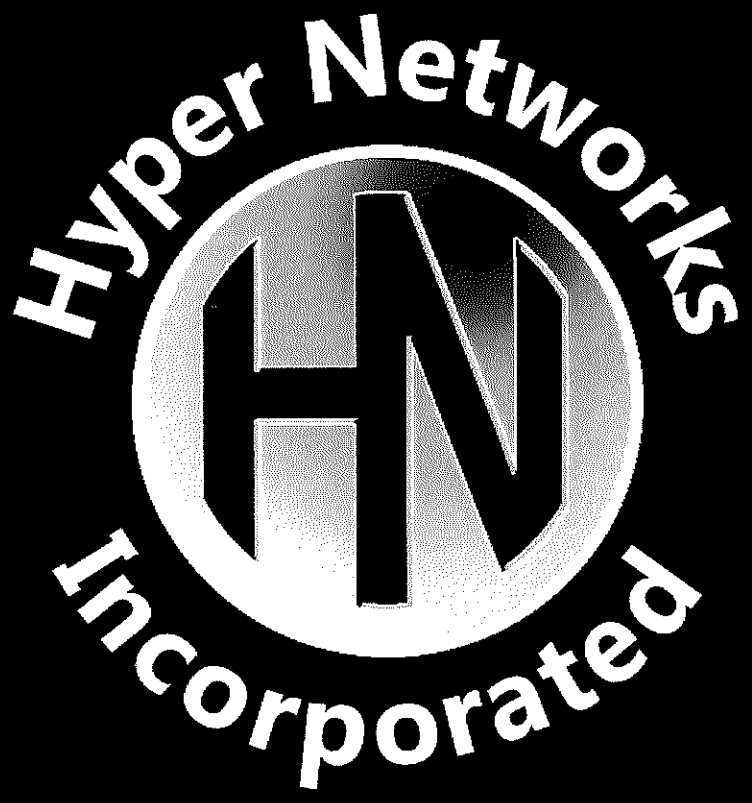
In regards to scheduling and duration of the SOW outlined, as discussed previously, we would anticipate construction commencement within two weeks of receiving the NTP or permits, whichever is later. Our intent is to mobilize two underground construction crews as well as one fiber crew to begin placing of fiber along the existing path of conduit. This will allow for placement and testing of fiber while new sections are being built. As construction is completed in these new build sections, our fiber crews will place fiber directly behind the construction crews. An approved contractor will be contracted to complete the terminations and cabinet entries, which would happen in the same time frame as our underground construction work, to ensure complete paths to the end cabinets. Once cable has been placed, Hyper Networks, Inc will assign splicing tasks to its in house splicing resources, where no less than two splicing technicians will be assigned. Expected time frame for completion is 8 weeks from time of construction commencement.

Management Plan

Staffing for the Town of Holly Springs signal fiber construction project will vary by project phase, however we anticipate the minimum following staff being utilized, in part or whole, to complete the project in said time frame:

- Project Manager - 1
- Senior Construction Manager - 1
- Construction Manager - 1
- Field Supervisor - 2
- Crew Leads - 4
- Splicing Tech Level 4 - 2
- Traffic Control Supervisor - 1
- Traffic Control Lead - 2
- Traffic Control Tech - 2
- QC Manager - 1
- Quality Control Tech - 1
- Utility Locator - 1
- Project Administrator - 2

Currently, it is Hyper Networks, Inc expectation that no portion of the project will be sub-contracted other than the portion of the scope of work that mandates DOT approved vendors. Currently, Hyper Networks, Inc is still evaluating bid responses for the DOT cabinet entry portion of the work, and will be selecting an approved DOT vendor to complete the work prior to commencement of work.



Health and Safety Program Manual

FORWARD

Hyper Networks Inc. recognizes that our people drive the business. As the most critical resource, employees and contractors will be safeguarded through training, provision of appropriate work surroundings and procedures that foster protection of health and safety. All work conducted by Hyper Networks Inc.'s employees and contractors will take into account the intent of this policy. No duty, no matter what its perceived result, will be deemed more important than employee health and safety.

Hyper Networks Inc. is firmly committed to the safety of our employees and contractors. We will do everything possible to prevent workplace accidents and are committed to providing a safe working environment for all employees and contractors.

We value our employees and contractors not only for the work performed on the job but also as human beings critical to the success of their family, the local community and Hyper Networks Inc..

Employees and contractors are encouraged to report any unsafe work practices or safety hazards encountered on the job. All accidents/incidents (no matter how slight) are to be immediately reported to the supervisor on duty.

A key factor in implementing this policy will be the strict compliance to all applicable federal, state, local, and company policies and procedures. Failure to comply with these policies may result in disciplinary actions up to and including termination.

Respecting this, Hyper Networks Inc. will make every reasonable effort to provide a safe and healthful workplace that is free from any recognized or known potential hazards. Additionally, Hyper Networks Inc. subscribes to these principles:

1. All accidents are preventable through implementation of effective Safety and Health Control policies and programs.

2. Safety and Health controls are a major part of our work every day.

3. Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds Hyper Networks Inc. in higher regard with customers, and increases productivity. This is why everyone at Hyper Networks Inc. will comply with all safety and health regulations which apply to the course and scope of operations.

4. Management is responsible for providing the safest possible workplace for employees and contractors. Consequently, management of Hyper Networks Inc. is committed to allocating and providing all of the resources needed to promote and effectively implement this safety policy.

5. Employees and contractors are responsible for following safe work practices, company rules and for preventing accidents and injuries. Management will establish lines of communication to solicit and receive comments, information,

suggestions and assistance from employees and contractors where safety and health are concerned.

6. Management and supervisors of Hyper Networks Inc. will set the example with good attitudes and a strong commitment to safety and health in the workplace. Toward this end, Management must monitor company safety and health performance, working environment and conditions to ensure that all program objectives are achieved.

7. Our safety program applies to all employees and contractors and persons affected or associated in any way by the scope of this business. Everyone's goal must be to constantly improve safety awareness and to prevent accidents and injuries.

Everyone at Hyper Networks Inc.must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries. Together, we can keep each other safe and healthy in the work that provides our livelihood.

Workplace Safety Policy

Hyper Networks Inc. is committed to providing a clean, safe, and healthful work environment for its employees. Maintaining a safe work environment, however, requires the continuous cooperation of all employees. Hyper Networks Inc. and all employees must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act and state and local regulations. In addition, all employees are expected to obey safety rules and exercise caution and common sense in all work activities.

Complaint and Reporting Procedure:

Employees should immediately report any unsafe conditions to their supervisor without fear of reprisal. In the case of an accident that results in injury, regardless of how seemingly insignificant the injury may appear, employees must notify their supervisor. If you believe it would be inappropriate to report the matter to your supervisor, you can report it directly to:

Kali Parks
kparks@hypernetworksinc.com
704-837-8411

Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations may be subject to disciplinary action, up to and including termination of employment.

Retaliation Prohibited:

Hyper Networks Inc. expressly prohibits retaliation against anyone who reports unsafe working conditions or work-related accidents, injuries or illnesses. Any form of retaliation will be subject to disciplinary action, up to and including termination of employment.

Questions or concerns regarding this policy should be directed to your supervisor or Kali Parks.

Employee and Contractor Safety Responsibilities

The primary responsibility of employees and contractors of Hyper Networks Inc. is to perform his or her duties in a safe manner, in order to prevent injury to themselves and others.

As a condition of employment, employees and contractors MUST become familiar with, observe, and obey Hyper Networks Inc.'s rules and established policies for health, safety, and preventing injuries while at work.

Additionally, employees and contractors MUST learn the approved safe practices and procedures that apply to their work. Every employee and contractor is expected to comply with the Safety Manual, as well as OSHA Health and Safety Standards.

Before beginning special work or new assignments, an employee should review applicable and appropriate safety rules.

If an employee has any questions about how a task should be done safely, he or she is under instruction ***NOT*** to begin the task until they discuss the situation with their supervisor. Together, they will determine the safe way to do the job.

If, after discussing a safety situation with their supervisor, an employee still has questions or concerns, he or she is required to contact the Safety Coordinator.

NO ONE IS EVER REQUIRED to perform work that they believe is unsafe or that they think is likely to cause injury or a health risk to themselves or others.

1. **Conduct:** Horseplay, practical jokes, and other similar types of behavior are forbidden. Employees and contractors are required to work in an injury free manner displaying accepted levels of behavior. Conduct which places the employee or others at risk, or which threatens or intimidates others is forbidden.

2. **Drugs and Alcohol:** Use and/or possession of illegal drugs or alcohol on company property or on company time is forbidden. Reporting for work while under the influence of illegal drugs or alcohol is forbidden.

3. **Housekeeping:** You are responsible to keep your work area clean and safe. Clean-up several times throughout the day disposing of trash and waste in approved containers, wipe up any drips or spills immediately and put equipment and tools away as you are finished with them.

   The following areas must remain clear of obstructions:

   a. Aisles/exits
   b. Fire extinguishers and emergency equipment
   c. All electrical breakers, controls, and switches

4. **Injury Reporting:** All work related injuries must be reported to your supervisor immediately. Failure to immediately report injuries can result in loss of Workers' Compensation benefits. After all medical appointments, resulting from a work related injury, you must contact your supervisor to discuss your progress. You must also give your supervisor any paperwork that you received at the appointment.

5. **Personal Protective Equipment:** Inspect PPE prior to each use. Do not use damaged PPE. You are required to maintain and keep PPE clean.

   a. Safety Glasses – must be worn at all times in designated areas.
   b. Hard Hats – must be worn at all times in designated areas.
   c. Gloves – work gloves must be worn at all times when handling sharp or rough stock, welding, or performing other jobs, which could cause hand injuries. Synthetic gloves must be worn when handling chemicals.

6. **Equipment Operation:** When operating machines do not wear loose clothing, long hair should be tied up and back, remove jewelry, and sleeves should either be rolled all the way up, or all the way down.

    a. Never operate damaged or defective equipment. Turn the machine off and report it to your supervisor immediately.
    b. Never tamper with, remove, or deactivate machine guards or controls designed to ensure safe operations.
    c. Never reach into an operating machine or moving machine part.
    d. You must specifically be trained and authorized by your supervisor to operate the following:
        i. Company vehicles
        ii. Forklifts
        iii. Machine and power tools
        iv. Paint sprayers.

7. **Ladders:**

    a. Inspect all ladders prior to each use
    b. Ladders must be placed on secure footing
    c. Only one person is allowed on a ladder at one time
    d. Never stand on the top two steps of a stepladder
    e. Always maintain 3 point contact when working on ladders
    f. Never reach beyond arm length when working off of a ladder
    g. Never use metal ladders when working on or around electrical equipment

8. **Cranes/Hoists/Lifting Devices:**

    a. Inspect all cranes, hoists and lifting devices (slings, hooks, etc.) prior to each use. Never use damaged equipment.
    b. Never walk under a load suspended from a hoist or crane.
    c. Keep all personnel clear of the 'fall zone' of the crane/hoist.
    d. Know the weight of material being lifted. Never overload a crane/hoist.

9. **Underground Construction/Excavation:**

    a. Valid locates to be in place at all times, with all proper utilities response.
    b. Never assume the exposed utility is the only one there.
    c. Validate utility markings with visible items such as transformers, light poles, gas meters, etc.
    d. Utilities to be crossed must be exposed in accordance with local, state and customer specific ordinance/regulation/rules.
    e. Understand the tolerance zone requirements in the area you are working.
    f. Unmarked holes must be flagged / taped / covered when not attended.

10. **Lockout/Tagout:**

    a. Prior to working on any machinery when guards are removed, every energy source (electrical, hydraulic, chemical, mechanical, etc.) must be deactivated, stored energy dissipated, and the control locked in the off (safe) position.

b. Never remove or tamper with a lockout performed by another employee or contractor. A lockout could consist of a lock applied to a control such as a switch, breaker, or valve. A tag containing words such as "DANGER DO NOT OPERATE" may also be used for lockout. If you see the lock, the tag, or both applied to an energy control device it means, "Keep your hands off."

11. **Hazard Communication:**

a. All chemical containers must be labeled to identify contents and hazards.
b. Most labels use numbers to rank the hazard level in three important areas:
    i. **FIRE** (red background color) will the material burn?
    ii. **HEALTH** (blue background) is the material dangerous to my body?
    iii. **REACTIVITY** (yellow background) is the material dangerously unstable?

c. After each hazard (Fire, Health, Reactivity) a number from 1-4 will be assigned. The numbers reflects the degree (or amount) of hazard:
    i. **0** Minimal
    ii. **1** Slight
    iii. **2** Moderate
    iv. **3** Serious
    v. **4** Severe

d. A Material Safety Data Sheet (MSDS) must be secured for all chemicals purchased or stored on site. You have a right to access MSDSs – ask your supervisor.
e. Follow all label and MSDS instructions – including amount instructions.
f. Do not mix chemicals unless authorized to do so.
g. Keep all chemicals in closed containers.
h. Store all flammable liquids in safety cabinets or safety cans
i. Never use flammable chemicals around ignition sources such as smokers, pilot lights, or arcing/sparking electrical equipment.
j. Wear required Personal Protective Equipment and minimize contact with the chemical
k. Do not eat, drink, or smoke while using chemicals.
l. Always wash your hands after handling chemicals

12. **Confined Space Entry:**

a. Only trained and authorized employees and contractors are permitted to enter confined spaces.

b. If you believe that your job requires confined space entry contact your supervisor prior to undertaking the work.

    i. Confined spaces are areas not meant for human occupancy, have limited means of entry/exit, and have electrical, chemical, thermal, atmosphere, or entrapment hazards.

13. **Emergencies:**

a. In the event of any serious injury or fire call 911. Send someone to the facility entrance to meet the Fire Department. If in doubt, call 911.

b. Upon discovering a fire, alert others in immediate danger and initiate facility wide fire alarm.

c. When the evacuation signal is given, all employees and contractors should immediately turn off equipment, close doors, and evacuate to their designated evacuation areas. Attendance will be taken to account for all personnel. Stay together in the group until further instructions are received.

d. Do not attempt to fight any fire which is uncontained, too hot, too smoky, or if you are too frightened.

e. To use a fire extinguisher, remember PASS:
   i. P = Pull (the safety pin)
   ii. A = Aim (at the base of the fire)
   iii. S = Squeeze (the lever)
   iv. S = Sweep (side to side)

f. If you use a fire extinguisher, remember:
   i. Stay low
   ii. Keep yourself between the fire and an exit
   iii. Do not turn your back on a fire
   iv. Immediately report the use to your supervisor

g. Do not touch blood or any other bodily fluid during or following an incident.
   i. If you are trained to administer first aid, gloves and other barriers are located with the first aid equipment.
   ii. If you think that you have been exposed to bodily fluid notify your supervisor immediately.

14. **Company Vehicles and Driver Safety:**

a. Only employees authorized by Hyper Networks Inc.are permitted to operate company vehicles.
b. No 'side trips' or personal use of company vehicles are permitted.
c. Seat belts must be worn whenever the vehicle is in motion.
d. All local and state traffic regulations and signs must be followed.
e. No unauthorized riders (family members, hitchhikers, etc.) are allowed.
f. All moving violations resulting in points being assigned to your license must be reported to your supervisor.
g. Driving while under the influence of alcohol or other drugs is forbidden.
   i. Employees and contractors driving their personal vehicles on company business must follow c through g above.

15. **Electrical Safety:**

a. Never operate or tamper with the electrical main switch or breakers. You are authorized only to operate switches/disconnects on/for individual machines.
b. Report all electrical problems and suspected problems to your supervisor.
c. All junction boxes, control boxes, connections, and other wiring must have covers securely installed to prevent accidental contact.
d. Inspect all plugs, cords, and portable equipment prior to use.
e. Report any damaged electrical equipment to your supervisor. Only authorized personnel are permitted to make repairs.
f. Extension cords are to be used only for temporary applications. Never stretch cords across aisles or areas where others may trip over them. Do not attach extension cords to the building or run them under rugs/mats or through walls.
g. Any personal electrical devices must be approved by Hyper Networks Inc. management prior to use.

16. **Lifting:**

a. If you need help moving material, ask for it.accident
b. When you lift, use your leg muscles by squatting close to the load, preserving the curve in your back, spreading your feet, and lifting with your legs, keeping the load close to your body.
c. When you turn holding an object, move your feet, do not twist.

17. **Staying Safe:**

a. Report any unsafe conditions or situations to your supervisor.
b. If you have suggestions on improving any aspect of safety in the facility discuss it.
c. If you are ever unsure of how to operate a piece of equipment or complete an assignment **ask for help**. Asking for help when you are unsure reduces the chance of being injured.

These rules have been established to help you stay safe and injury free. Violation of the above rules, or conduct that does not meet minimum accepted work standards, will result in discipline, up to and including termination.

When working at a customer location, employees and contractors are required to follow the above rules as well as all customer rules and procedures as well as work in a manner which reflects positively on the company. Before operating any equipment at a customer location, permission must be secured from the customer contact.

Adrian Goynes, Director of Technical Operations and Kali Parks, Executive Administrator, are designated as Hyper Networks Inc.'s Safety Coordinators. The Safety Coordinators are responsible for implementation and compliance with the Safety and Health Policy of Hyper Networks Inc. and are accountable for results as measured by criteria such as incident rates.

Other responsibilities include:

1. Resolve questions, approve and/or recommend necessary expenditures to correct unsafe conditions.
2. Make regular shop, warehouse, office and ground job site tours, and safety inspections to determine if safe work practices are being observed; and to ensure that unsafe conditions do not exist.
3. Actively participate and follow the safety and health programs.
4. Plan, coordinate, perform, or delegate all safety training and testing given to supervisors, employees and contractors. Review results to be sure they are satisfactory. Maintain appropriate records of training and testing.
5. Review safety relate disciplinary actions with the employees.
6. Personally perform safety inspections, and review safety inspection reports and unsafe conditions reported by supervisors, employees, contractors or others. Make or obtain corrections as required to maintain a safe workplace and ensure compliance.
7. Conduct regular safety meetings with employees and contractors to promote safety awareness and compliance with the Safety and Health Policies.
8. Ensure safety awareness among workers through regular meetings.
9. Ensure compliance with safe work practices and Hyper Networks Inc.'s safety rules. Take appropriate disciplinary action to ensure compliance. This includes safe working procedures in warehouses, yards, job sites, and office operations.
10. Investigate accidents and assist with completion of accident report forms when required.
11. Review reports of first aid incidents and reportable injuries to determine possible preventative actions. Take immediate corrective actions as required.
12. Ensure that specific programs (i.e. hazard communication, protection from bloodborne pathogens, hearing conservation, forklift safety/operator certification) are implemented and complied with consistently.

Emergency Action Plan

GENERAL EMERGENCY GUIDELINES

1. Stay calm and think through your actions.
2. Know the emergency numbers:
    a. Fire/Police/Ambulance 911
    b. Your Immediate Supervisor
3. Do not hesitate to call/alert others if you believe that an emergency is occurring — you will not "get in trouble."
4. Know where emergency equipment is located

FIRE:

1. EVACUATION
    a. Employees and contractors will be notified of a fire alarm by the fire alarm system
    b. Upon becoming aware of a fire alarm, employees and contractors should immediately evacuate the building using the closest stairs. Do not delay evacuation to get personal belongings or wait for friends. And all doors should be closed as the last person passes through. (Note: never use elevators during fire alarm situations).
    c. Supervisors should be the last persons to leave the area. Check in conference rooms, lavatories, and offices to be sure that all personnel have evacuated.
    d. Any employee having a mobility, visual, hearing, or other condition which may hinder them from becoming aware of an emergency or evacuating, should request special assistance through Human Resources.
    e. Upon exiting the building, personnel should report to a designated area for headcount. Office personnel should gather and be accounted for by their immediate supervisor.
    f. If any employee is missing an immediate report should be made to the supervisor or manager who will in turn report to the first available fire department officer.
    g. Employees and contractors should stay together in a group so that periodic updates on the situation can be issued.
    h. The order to re-occupy the building will be issued by the manager or supervisor at the scene.

2. EMPLOYEE DISCOVERING A FIRE:

a. Alert other persons in the immediate hazard area.

b. Activate a fire alarm and call 911.

c. If you have been trained, you can decide to use a fire extinguisher following these instructions:

-P=Pull the safety pin
-A=Aim the nozzle at the base of the fire
-S=Squeeze the operating lever
-S=Sweep side to side covering the base of the fire

**When using a fire extinguisher always stay between the fire and an exit; stay low and back away when the fire is extinguished.*
**Never feel that using a fire extinguisher is required. If the fire is too hot, too smoky or you are frightened evacuate.*

d. Have someone notify the manager or supervisor where the emergency is located. He/she will relay this information to the fire department.

3. MEDICAL EMERGENCY: (chest pains, loss of consciousness, fall from a height, etc.)

a. Upon discovering a medical emergency, Call 911.

b. Stay with the person involved being careful not to come in contact with any bodily fluids, unless properly trained and equipped.

c. Send two persons to the building entrance to await the fire department.

d. Employees and contractors in the vicinity of the emergency not involved should leave the area.

e. Human Resources will make any necessary notifications to family members of the person suffering the medical emergency.

4. WORKPLACE VIOLENCE:

a. Any employee who feels that she/he has been threatened should immediately report their concern to their manager and to Human Resources.

b. If any person is observed exhibiting threatening behavior or making threatening statements the person discovering the situation should warn others in the area and immediately notify Human Resources.

c. Depending upon the level of concern the local police department (911) can be called immediately.

d. Never attempt to confront any person exhibiting threatening behavior.

e. If you have reason to believe that events in your personal life could result in acts of violence occurring at work you are urged to confidentially discuss the issue with Human Resources so that a prevention plan can be developed.

1. Smoking is not allowed in any interior area of the building. Smoking is only allowed in designated exterior smoking areas.

2. No candles or open flames are allowed within the facility.

3. Hot work: contractors performing hot work (welding, grinding, flame cutting, brazing, soldering, etc.) must contact the Project Manager for approval prior to the start of the work.

4. Only space heaters provided by the company are approved for use within the facility. Employees and contractors using space heaters are responsible to turn the heater off when leaving their desk for extended periods of time (lunch, end of the work day, etc.).

5. No flammable chemicals are allowed inside the building at any time. If you feel that there is a work-related need to use a flammable chemical, contact Human Resources for guidance.

6. Electrical safety:
    a. Extension cords are not allowed with the exception of independently fused multi-tap cords for computers.
    b. Keep electric cords out of areas where they will be damaged by stepping on/kicking them.
    c. Turn electrical appliances off with the switch, not by pulling out the plug.
    d. Turn all appliances off before leaving for the day.
    e. Radios/tape/CD players and PDAs are the only personal electrical devices allowed to be used in offices/cubes. These devices must be in good repair. Hyper Networks Inc. reserves the right to instruct you to remove personal electrical devices at any time.
    f. Never run cords under rugs or other floor coverings.
    g. Any electrical problems should be reported immediately to the Project Manager and Kali Parks.

7. The following areas must remain clear and unobstructed at all times:
    a. Exit doors
    b. Aisles
    c. Electrical panels
    d. Fire extinguishers

Reporting Injuries

1. All work-related injuries should always be reported immediately to your supervisor no later than the end of the shift on which the injury occurs.

2. You must complete and sign an Injury Report *(You will get this form from your supervisor.)*

    a. *Injury Report Form includes:*

        i. ►*Who, What, Where, When, Why and How*

3. Failure to report an injury immediately (meaning at or near the time of the injury and on the same day of the injury) is a violation of the safety policy, may result in immediate termination, in accordance with company policy.

4. When medical treatment is sought, the injured employee must advise their supervisor that they are seeking treatment.

5. Employees who are unable to work and whose absences Hyper Networks Inc. approves must keep their manager and Human Resources informed on a weekly basis of their status. Failure to do so will result in a reduction in benefits available and discipline, up to and including termination from employment.

6. Employees must return to transitional duty or regular work if at all possible. If you are unable to return to any available work, your job position may be filled after a reasonable time. When able to do so, you will be entitled to return to a suitable position, if available and consistent with any limitations.

7. Employees must provide a Transitional Duty Evaluation form indicating they are capable of returning to full-duty. Permanent restrictions will be evaluated on a case-by-case basis and relate to the performance of essential job functions. No permanent light duty positions will be created.

Office Safety:

1. Never leave file drawers open or open multiple file drawers at once.
2. Do not stack heavy or bulky objects on top of cabinets.
3. Do not store frequently used objects above shoulder height or below knee height.
4. Never reach into office machines without turning them off and unplugging them if possible.
5. Keep your work area free of trip hazards such as storage in walkways, cords across aisles, and damaged floor coverings.
6. Inspect step stools/ladders before use. Be sure to keep a stationary object in front of you when using a step stool to provide stability.
7. Never use defective or broken equipment. Report these problems to your supervisor.

Security:

1. Always be aware of your surroundings. Keep your head up and hands out of your pockets while walking to and from your car.
2. Immediately report any suspicious activity, person, or theft to your supervisor.
3. When parking, remove all valuables from sight and lock car doors.
4. Do not enter an elevator if you are concerned about other riders, wait for the next one.
5. Keep all valuables (money, purses, jewelry, etc.) out of site when at your desk. Do not bring large sums of money or other valuables into the building.
6. Secure laptop computers, cell phones, and other small electronic devices before leaving your desk or cubicle for extended periods of time (lunch, going home, etc.).
7. If you are working alone and are in the office before or after regular business hours, on weekends, or holidays, observe these additional guidelines:
    a. Be sure doors close and lock after you.
    b. Turn on lights as you move through the building.
    c. Always be aware of the closest telephone.
    d. Do not hesitate to call 911 if you feel threatened.
    e. Be sure that someone at home knows that you are at work and is expecting you to check in by a specified time.
    f. As you leave, be sure to turn off all equipment and lights.
8. Weapons including firearms, knives (blade longer than two inches), bow/arrow, pepper spray (mace, tear gas), and clubs are not allowed on Hyper Networks Inc. property.

Sexual and Other Unlawful Harassment Policy

Hyper Networks Inc. does not tolerate harassment of our job applicants, employees, contractors, clients, guests, vendors, customers, or persons doing business with Hyper Networks Inc. Any form of harassment related to an employee's race, color, sex, religion, national origin, age, citizenship status, veteran status, or handicap is a violation of this policy and will be treated as a disciplinary matter. For these purposes, the term harassment includes, but is not limited to, slurs, jokes, or other verbal, graphic, or physical conduct relating to an individual's race, color, sex, religion, or national origin; sexual advances; requests for sexual favors and other verbal, graphic, or physical conduct of a sexual nature.

Violation of this policy by an employee shall subject that employee to disciplinary action, up to and including immediate termination.

Sexual harassment, one type of prohibited harassment, has been defined according to Hyper Networks Inc. guidelines as:

> *Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:*
>
> - *Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual's employment;*
> - *Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual's employment; or*
> - *Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.*
>
> Examples of conduct prohibited by this policy include but are not limited to:
>
> - Unwelcome sexual flirtation, advances, or propositions;
> - Verbal comments related to an individual's age, race, gender, color, religion, national origin, disability, or sexual orientation;
> - Explicit or degrading verbal comments about another individual or his/her appearance;
> - The display of sexually suggestive pictures or objects in any workplace location including transmission or display via computer;
> - Any sexually offensive or abusive physical conduct;
> - The taking of or the refusal to take any personnel action based on an employee's submission to or referral of sexual overtures; and
> - Displaying cartoons or telling jokes which relate to an individual's age, race, gender, color, religion, national origin, disability, or sexual orientation.

Harassment of our employees and contractors in connection with their work by nonemployees may also be a violation of this policy. Any employee who becomes aware of any harassment of an employee by a nonemployee should report such harassment to his or her supervisor. Appropriate action will be taken with respect to violation of this policy by any nonemployee.

If you believe that you are being subjected to workplace harassment, you should:

1. Tell the harasser that his or her actions are not welcome and they must stop, if you feel comfortable enough to do so.

2. Report the incident immediately to your supervisor and a Human Resources representative.

3. Report any additional incidents that may occur to one of the above resources.

Any reported incident will be investigated. Actions taken to resolve complaints will be handled as confidentially as possible, given Hyper Networks Inc.'s obligation to investigate and act upon reports of such harassment.

Retaliation of any kind against an employee who reports a suspected incident of sexual harassment is prohibited. An employee who violates this policy or retaliates against an employee in any way will be subject to disciplinary action up to and including termination.

Protocol for Serious Injury

Any work-related accident resulting in serious injury or the death of an employee presents significant, emotional challenges for everyone involved. Following are some guidelines, which may reduce the effects on fellow employees and contractors and minimize regulatory impact.

1. Be prepared to talk to local police officials, district attorney investigators, coroners, and OSHA compliance officers. Be aware that police and district attorneys can conduct criminal investigations. Be truthful but do not speculate or offer unsolicited opinions, information, or theories. Also be prepared for contacts from local news media. Refer all media inquiries to Hyper Networks Inc. corporate office. Operate under the assumption that OSHA will investigate. Take steps to be sure that your entire facility is as prepared as possible.

2. Fatalities and incidents resulting in three or more employees or contractors receiving inpatient hospitalization must be reported within 4 hours to Hyper Networks Corporate office so we may contact the closest OSHA area office within 8 hours of the incident. If after hours, the incident can be reported to OSHA at: 1-800-321-6742.

3. A Human Resources representative of Hyper Networks Inc.'s will contact the employee's next of kin to inform her/him of the circumstances. If possible this contact should be made in person. Offer to provide transportation and/or other support. For example, provide a Hyper Networks Inc. representative at the hospital to provide support to the family.

4. Get all witnesses names. If some witnesses are not employees or contractors of Hyper Networks Inc., be sure to get full addresses and phone numbers.

5. Render safe any hazards created by the accident scene. (i.e. material that may fall, leaking chemicals, etc.). Rope off or otherwise isolate the accident scene early on to protect it until law enforcement or other officials arrive.

6. Conduct an initial investigation. If equipment and/or duties directly involved in the accident are duplicated elsewhere in the company take immediate steps to ensure that there will be no recurrence of the accident.

7. Take pictures to document the scene. Note anything that may help you identify specific equipment involved such as serial numbers, license plate numbers, etc.
8. Follow Hyper Network Inc.'s procedure for bloodborne pathogens in cleaning any bodily fluid spills.

9. Hyper Networks Inc. management may meet with employees and contractors in small groups to discuss, in general terms:

   - ✓ The serious accident that occurred.
   - ✓ That all the necessary steps were taken to care for the person involved.
   - ✓ That an accident investigation is being performed.
   - ✓ That all employees and contractors will be kept informed.
   - ✓ The encouragement and request that employees and contractors work safely.

10. Request your supervisors be alert for employees and contractors who may not be paying full attention to their jobs and thereby jeopardizing their own safety. During these discussions do not discuss fault, discipline, opinions, etc.

Hyper Networks Inc. Company Vehicle Policy

Hyper Networks Inc. may assign a Company vehicle to an employee holding a position that requires regular travel for business purposes. This policy outlines the rules for use and care of Company provided vehicles.

Business Use:

Company-owned vehicles are to be used for business purposes only. Personal use of a Company vehicle is prohibited. The Company vehicle may only be driven by the employee to whom it is assigned. Passengers are prohibited unless for business purposes only.

Driving Records:

Employees who are assigned a Company vehicle must maintain a valid driver's license and must notify their supervisor of any changes in their driver's license status. Additionally, drivers may be subject to periodic driving record checks.

Local Regulations:

Employees must follow state and local traffic laws while using the Company vehicle. All drivers and passengers are required to use seat belts at all times. Use of handheld cell phones and texting while driving is strictly prohibited. Employees will be responsible for any driving and parking infractions or fines incurred while driving the Company vehicle. Traffic violations may result in loss of driving privileges.

Accidents and Theft:

Employees must lock the vehicle when it is left unattended. Employees are required to report any vehicle-related accident, theft or damage to their supervisor immediately.

Substance Use and Abuse:

Employees are not permitted, under any circumstances, to operate their Company vehicle when his or her ability to do so safely has been impaired in any way. Employees shall not operate any Company vehicle while using or consuming alcohol, illegal drugs or prescription medications that may impair their ability to drive. Convictions for driving under the influence of alcohol or drugs or vehicular incidents related to the use of drugs or alcohol may result in loss of driving privileges. Smoking is also prohibited in the vehicle.

Maintenance:

It is the employee's responsibility to ensure the vehicle has routine maintenance at designated intervals. Routine maintenance includes, but is not limited to, oil changes, tire rotation, proper tire inflation and inspections.

The employee is required to report vehicle mileage to the Warehouse Manager on a weekly basis. All maintenance and repairs will be coordinated with the employee's supervisor and the Warehouse Manager as needed.

The Company reserves the right to revoke vehicle privileges at any time. Any employee found to be engaged in any form of unsafe driving may be subject to disciplinary action, up to and including termination.

By signing this policy, I acknowledge receiving this Company Vehicle policy. I understand that I am expected to abide by these guidelines and failure to do so may result in disciplinary action up to and including termination.

Employee Signature _____ Date _____

Employee Name Printed _____Date _____

Employee Driver's License # _____

DL Expiration Date _____

Vehicle Identification Number (VIN)

_____

Vehicle Make _____ Model _____ Year

_____

Current Mileage _____

Acknowledgement

Hyper Networks Inc.is firmly committed to your safety. We will do everything possible to prevent workplace accidents and are committed to providing a safe working environment for you and all employees and contractors.

We value you not only as an employee but also as a human being critical to the success of your family, the local community, and Hyper Networks Inc. You are encouraged to report any unsafe work practices or safety hazards encountered on the job. All accidents/incidents (no matter how slight) are to be immediately reported to the supervisor on duty.

A key factor in implementing this policy will be the strict compliance to all applicable federal, state, local, and Hyper Networks Inc.policies and procedures. Failure to comply with these policies may result in disciplinary actions.

Respecting this, Hyper Networks Inc. will make every reasonable effort to provide a safe and healthful workplace that is free from any recognized or known potential hazards. Additionally, Hyper Networks Inc.subscribes to these principles:

All accidents are preventable through implementation of effective Safety and Health Control policies and programs.

Safety and Health controls are a major part of our work every day.

Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds Hyper Networks Inc. in higher regard with customers, and increases productivity. This is why Hyper Networks Inc.will comply with all safety and health regulations which apply to the course and scope of operations.

Management is responsible for providing the safest possible workplace for employees and contractors. Consequently, management of Hyper Networks Inc.is committed to allocating and providing all of the resources needed to promote and effectively implement this safety policy.

Employees and contractors are responsible for following safe work practices, company rules, and for preventing accidents and injuries. Management will establish lines of communication to solicit and receive comments, information, suggestions, and assistance from employees and contractors where safety and health are concerned.

Management and supervisors of Hyper Networks Inc.will set an exemplary example with good attitudes and strong commitment to safety and health in the workplace.

Toward this end, management must monitor Hyper Networks Inc.'s safety and health performance, working environment, and conditions to ensure that program objectives are achieved.

Our safety program applies to all employees and contractors and persons affected or associated in any way by the scope of this business. Everyone's goal must be to constantly improve safety awareness and to prevent accidents and injuries.

Everyone at Hyper Networks Inc.must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries and keep each other safe and healthy in the work that provides our livelihood.

By signing this document, I confirm the receipt of Hyper Networks Inc.'s employee safety handbook. I have read and understood all policies, programs, and actions as described and agree to comply with these set policies. I understand that I am expected to abide by these guidelines and failure to do so may result in disciplinary action up to and including termination.

Employee Signature _____ Date _____

Employee Name Printed _____ Date _____

By signing this document, I confirm the receipt of Hyper Networks Inc.'s employee safety handbook. I have read and understood all policies, programs, and actions as described and agree to comply with these set policies. I understand that I am expected to abide by these guidelines and failure to do so may result in disciplinary action up to and including termination.

Contractor Signature _____ Date _____

Contractor Name Printed _____ Date _____

ADDENDUM A: OSHA Incident Reporting and Investigation

Department: Operations
Process: OSHA Incident Reporting and Investigation
Location: All Markets
Effective Date: 01/01/2018
Process Owner: Kali Parks
Revised:

Impacted Parties:
Anyone involved in an an incident that results in an injury or a "near-miss' of an injury.

Objective:
The OSHA Incident Reporting and Investigation procedure is a guideline to help employees and Hyper Networks Inc. through the correct steps when an injury occurs. These steps are mandatory by the law.

Operational Impacts:
It is critical that this procedure is known by Hyper Networks Inc and its' employees because these steps are required by the law and have a specific timeframe in which they must be completed. If they are not completed, both employee and employer become at risk.

Consequences:
If the proper steps are not taken, the injured employee risks not getting the proper care needed for their injury. Hyper Networks Inc risks getting investigated and fined by the state.

Detailed Process Steps:

- When an incident occurs, the employee must immediately report the incident to their direct supervisor. If the incident is life-threatening or requires immediate medical attention, call 911. The employee should use his/her discretion to decide how soon they seek medical attention. Hyper Network's employee's safety is priority.

    - If the accident involves vehicles, the police should be contacted and a police report must be created before any part involved leaves the scene. Any and all state laws need to be followed regarding accident reporting to law enforcement.
    - The employee needs to take photos of both vehicles and the surrounding area of the accident including roadways and intersections, if applicable.
    - Once the employee is in a safe location, they need to email the photos to their supervisor along with a brief description of what happened.

- The employee's direct supervisor should inform the market's administrative assistant about the incident immediately and submit all documents (if applicable) so that they can send out the required paperwork in a timely manner. The supervisor is then required to notify their manager as well as the following people via phone call:

    - Adrian Goynes agoynes@hypernetworksinc.com
    - Kali Parks kparks@hypernetworksinc.com
    - Tammy Chung trc@hypernetworksinc.com

- The administrative assistant will reach out to the employee and provide them with the Notice of Accident to Employer and Claim of Employee, Representative, or Dependent form, also known as Form 18, on the same day of the incident. It is required by the law to provide this form to the employee. The employee should use his/her discretion to fill out the form unless they miss work or need medical attention. If the employee refuses to fill out a Form 18, there must be documentation of the refusal by the employee. If the employee misses work or needs medical attention, they must submit the form to the administrative assistant.

- The administrative assistant will send the internal Accident Investigation Form and the Employer's Report of Employee's Injured or Occupational Disease to the Industrial Commission form, also known as Form 19, to the employee's supervisor. These forms must be submitted back within 24 hours.

    - If the incident occurs on a Google property, the purple Incident Report on the Google Drive must also be filled out. If the incident does not occur on a Google property, this step will be skipped.

- The administrative assistant will verify all information is completed on the forms. Once it is verified, the administrative assistant will log the incident in the market's designated OSHA logs. All forms will be submitted to the following contacts for their reference:

    - Adrian Goynes agoynes@hypernetworksinc.com
    - Kali Parks kparks@hypernetworksinc.com
    - Tammy Chung trc@hypernetworksinc.com

- If the employee missed work and/or needed medical attention, the Executive Assistant will submit Forms 18 and 19 to Hyper Network's insurance carrier. If the employee did not miss work or did not need medical attention, the documents

will be filed for internal record keeping with all supporting documentation. Hyper Networks will decide if further action is needed on a case to case basis.

- If the employee received medical attention, they must submit a doctor's report to their supervisor before returning to work. The doctor's note should reflect the employee is allowed to go back to work. If it does not, the employee must call the Executive Assistant for further direction. The supervisor must submit the form to the administrative assistant. The administrative assistant will submit the form to all designed contacts and the form will be filed away.

Quick Access:

- Form 18: http://www.ic.nc.gov/forms/form18a.pdf
- Form 19: http://www.ic.nc.gov/forms/form19.pdf
- Internal Investigation Form: https://docs.google.com/document/d/1datzvWimJrhlnEszxepERDI1dnmuTFXCJmTGt5Df6r0/edit

ADDENDUM B: Hyper Networks Internal Accident Investigation Form

Instructions Page

This form is to be used any time an employee is involved in an accident while on company property, in a company vehicle, or on the job in any capacity.

- All accidents should be reported to the supervisor via phone by the employee as soon as is practical. If the employee is seriously injured, medical attention is a priority. The incident report needs to be filled out and if it is on a Google job site than the other incident form needs to be filled out.
- The supervisor is then required to notify their manager via phone call and then follow up by email to the manager containing their supervisor investigation form of accident as well as the following people:
    - Adrian Goynes agoynes@hypernetworksinc.com
    - Kali Parks kparks@hypernetworksinc.com
    - Tammy Chung trc@hypernetworksinc.com .
- If the accident involves vehicles, the police should be contacted to make a report before any part involved leaves the scene. Any and all state laws need to be followed regarding accident reporting to law enforcement.
    - The employee needs to take photos of both vehicles and the surrounding area of the accident including roadways and intersections, if applicable.
    - Once the employee is in a safe location, they need to email the photos to their supervisor along with a brief description of what happened.
- Admin submits the incident form I8 and I9 to insurance company liaison and they determine what happens next and which insurance policy is involved.
- Save a copy of this template and rename including the form name, the injured employee's first and last name as well as the date the report is completed.
    - Accident_Investigation FirstName LastName ddmmyy

Supervisor's Accident Investigation Report

(Completed by Supervisor of Injured Employee)

Company Hyper Networks, Inc.		**Address**	
Name of Employee	**Department**	**Position**	**How Long in Position?**
Date of Accident	**Time of Accident**	**Nature of Injury**	
Accident Resulted in: Injury Fatality Property Damage (specify)			
Medical Treatment None First Aid EMT Paramedic Doctor Clinic Hospital			**Days Lost Time?**
What was the employee doing at the time of the accident?			
How did the accident occur (brief description)?			

What environmental factors (unsafe conditions) contributed to the accident? (see next page for examples)
What behavioral factors (unsafe acts) contributed to the accident? (see next page for examples)
What corrective actions can be taken to prevent recurrence? (see next page for examples)
What corrective actions have been taken to prevent recurrence?

Names of Witnesses			
Supervisor	**Date**	**Reviewed by:**	**Date**

Supplemental Information

Each accident will likely involve at least one of the following contributing factors.

Environmental Factors (Unsafe Conditions)

Conditions	Definition of Condition	Possible Corrective Action
Unsafe procedures	Hazardous process. Company failed to make adequate plans for safety.	A. Pre-project planning B. Formulation of safe procedures
Improperly guarded	Work areas, machines, or equipment that are unguarded or inadequately guarded.	A. Inspection B. Checking plans, blueprints, purchase orders, contracts, and materials for safety C. Include guards in original design, order, and contract D. Provide guards for existing hazards
Defective through use	Buildings, machines, or equipment that have become rough, slippery, sharp edged, worn, cracked, broken, or otherwise defective through use or abuse.	A. Inspection B. Proper maintenance
Defective through design	Failure to provide for safety in the design, construction, and installation of buildings, machinery, & equipment. Too large, too small, not strong enough.	A. Source of supply must be reliable B. Checking plans, blueprints, purchase orders, contracts, and materials for safety C. Correction of defects
Unsafe clothing or personal protective equipment	Management's failure to provide or specify the use of goggles, respirators, safety shoes, hard hats, & other articles of safe dress or apparel.	A. Provide safe apparel or personal protective equipment. B. Specify the use or non-use of certain apparel or protective equipment on certain jobs.
Unsafe housekeeping facilities	Unsuitable layout or lack of equipment necessary for good housekeeping (i.e. shelves, boxes, bins, aisle markers, etc.)	A. Provide suitable layout and equipment necessary for good housekeeping.

Improper ventilation	Poorly or not ventilated area	A. Improve ventilation
Improper illumination	Poorly or not illuminated area	A. Improve illumination

Behavioral Factors (Unsafe Acts)

Factor	Definition of Factor	Possible Corrective Action
Lack of knowledge or skill	Unaware of safe practice; Unpracticed or unskilled. Not properly instructed or trained.	A. Job training B. Improved hiring practices
Improper attitude	Worker was properly trained and instructed, but failed to follow instructions.	A. Supervision B. Discipline C. Improved hiring practices
Physical Deficiencies	Worker has impaired eyesight or hearing, heart trouble, hernia, previous injuries, etc.	A. Pre-employment physicals B. Periodic physicals C. Proper placement of workers D. Identification of workers with temporary physical deficiencies
Substance Abuse	Worker was under the influence of (illegal or prescribed) drugs or alcohol while completing task	

	Hyper Networks Incorporated
ENVIRONMENTAL SUSTAINABILITY	

1. **Purpose:**

   Sustainability is a new way of thinking about an age-old concern: ensuring that our children and grandchildren inherit a tomorrow that is at least as good as today, preferably better. Sustainability is defined as meeting the needs of the present without compromising the ability of future generations to meet their own needs. We want to make sure that the way we live our lives is sustainable - that it can continue and keep improving for a long time.

2. **HYPER NETWORKS INCORPORATED Environmental Sustainability Mission Statement:**

   HYPER NETWORKS INCORPORATED wants to be the leader in environmental sustainability within our industry and through a focused effort to become more aware of the effects our business practices, workers, business partners, subcontractors and vendors have on the environment.

3. **Environmental Sustainability Initiatives:**

   HYPER NETWORKS INCORPORATED cares about the environment and we are doing our part to make HYPER NETWORKS INCORPORATED sustainable for future generations. We realize the process of becoming "Greener" is one that continuously evolves and by initiating our program we will make a positive difference to the environment, step by step. All initiatives taken at each work site will be reported to HYPER NETWORKS INCORPORATED.

4. **Measures and Methods:**

   a. Measures in Place for Energy Conservation

   Energy conservation measures should be used whenever possible. This can include shutting down equipment when it is not in use, use of energy efficient light bulbs, using new energy efficient technology, using equipment with the ENERGY STAR mark, etc. This can also include the reduction in the use of generators and using more local electrical supply, etc.

b. Measures in Place for Water Conservation

Each HYPER NETWORKS INCORPORATED work site will develop measures to be in place for water conservation. Water conservation measures should be used whenever possible. This can include repair on any equipment leaking water, use of a broom instead of a hose for cleaning purposes, upgrade equipment efficiency, educate employees, etc.

c. Efficient Use of Vehicles and Equipment to Minimize the Impact to the Environment

HYPER NETWORKS INCORPORATED will make efficient use of vehicles and equipment to minimize the impact to the environment. Vehicles and equipment should be kept in good condition with up-to-date preventative maintenance, should not be left idling unnecessarily, should use alternative fuels when possible, etc. The most efficient vehicles and equipment should be used when possible.

d. Minimizing Environmental Impacts on the Local Habitant When Activities May Affect Them

HYPER NETWORKS INCORPORATED will always work towards minimizing environmental impacts on the local habitat when activities may affect them. When activities may affect the local animal or plant population or habitat, a plan shall be in place to minimize any environmental impact to them. The plan is to be reviewed and approved by the site manager prior to work beginning. Adherence to any client specific requirements shall also be followed.

e. Efficient Use of Materials in Order to Minimize Waste

Efficiency

We must make efficient use of materials to minimize waste. An efficient material management system should be used to reduce the impact on the environment by limiting the amount of materials that are used, left over as waste, or transported.

Purchasing Products with Minimal Impact on the Environment When Available

HYPER NETWORKS INCORPORATED will emphasise purchasing products with minimal impact on the environment when available. HYPER NETWORKS INCORPORATED should take into consideration the impact a product has on the environment before purchasing. Preference should be given to products that minimally impact the environment, made of recycled, renewable material, energy-efficient, etc. Local purchasing will also reduce the amount of emissions and fuel used as compared to purchasing involving shipment from more distant locations.

Recycling

Each HYPER NETWORKS INCORPORATED work site will develop measures to be in place for recycling. Besides recycling paper, cardboard, fluids, tires, and plastics at our facilities we also want to recycle used engine oil, treat, or recycle solvents, etc.

f. Measures in Place for Limiting Greenhouse Gas Emissions

Each HYPER NETWORKS INCORPORATED work site should develop a program for limiting greenhouse gases. The program should address implementing procedures to protect the climate. This includes limiting the amount of greenhouse gases by use of low-emission technologies, driving less or carpooling, and use of renewable energy.

Site managers are responsible to take steps to help reduce greenhouse gas emissions, fuel consumption, decrease wasted expenditures in fuel and maintenance and improve efficiency.

5. Employee Awareness

All HYPER NETWORKS INCORPORATED workers will be made aware of our sustainability efforts and asked for their input for additional methods to protect the environment while we conduct our work.

February 2019

TELECOM OUTSIDE PLANT

QUALITY and ENVIRONMENTAL, HEALTH & SAFETY MANAGEMENT SYSTEM MANUAL

1. INTRODUCTION AND SCOPE

This Manual presents the policies of the Quality and Environmental, Health and Safety Management Systems of the Telecom Outside Plant Business Units.

The implementation of these policies is covered by detailed operating procedures and applies to all activities.

It is the objective of Hyper Networks, Inc to achieve total customer satisfaction by supplying products and services that meet customers' expectations of quality, schedule, and value as detailed in their contracts, purchase orders, and specifications.

To meet this objective, the Telecom Outside Plant is designed to ensure that :

- All Quality and Environmental, Health & Safety (EH&S) requirements are clearly defined, recognized, understood, and maintained throughout all phases of a product's life cycle, including design, development, purchasing, manufacturing/process control, inspection, handling, storage, packaging, and shipping.

- Standardization, control, and continuous improvement of all processes needed to achieve total customer satisfaction are systematically managed and institutionalized.

Telecom Outside Plant Business Units within the Network Solution segment of Hyper Networks, Inc, with activities in design and development, manufacturing, marketing and servicing of products for copper, fiber and wireless telecommunications networks and for voice and data premise cabling systems.

The Quality and the EH&S Managers, have responsibilities, authority and freedom of action to identify and resolve quality and EH&S issues respectively with the provisions of suitable corrective action.

The Quality Manager is designated within the organization to be the customer representative on all questions of product functionality and quality during the product development process and for released products. The EH&S Manager is designated within the organization to be the representative to customers, regulatory agencies, employees or others who come in contact with our products or processes on all questions of environmental, health or safety impacts of products or processes throughout their life cycles.

2. HYPER NETWORKS, INC TELECOM OUTSIDE PLANT Values and Policies

2.1 Values Statement

INTEGRITY

We must demand of ourselves and of each other the highest standards of individual and corporate integrity. We safeguard company assets. We comply with all laws and company policies. We are dedicated to diversity, fair treatment, mutual respect and trust.

ACCOUNTABILITY

We honour the commitments we make, and take personal responsibility for all actions and results. We create an operating discipline of continuous improvement that is an integral part of our culture.

TEAMWORK

We foster an environment that encourages innovation, creativity, excellence and results through teamwork. We practice leadership that teaches, inspires, and promotes full

INNOVATION
We recognize that innovation is the foundation of our business. We challenge ourselves to develop new and improved ideas for all that we do. We encourage, expect and value creativity, openness to change, and fresh approaches.

2.2 Quality and Warranty Policy

The goal of Hyper Networks, Inc Telecom Outside Plant is to be recognized worldwide for providing superior value to our customers, communities, and suppliers. We do this by developing and marketing outstanding products and services, on time and on budget.

Processes and controls shall be implemented such that tasks are performed properly the first time, so that products and services meet established agreed-to requirements. Quality, customer satisfaction, continual improvement, maintaining the effectiveness of our quality management system, and compliance with customer and regulatory requirements, are the personal responsibility of every employee.

Hyper Networks, Inc, in our normal operations, will warrant and/or maintain any installed facilities per individual contract or customer requirements. If no requirements are listed, it is our standard practice to warrant against installation and material defects, excluding normal wear and tear, for a period of no less than one year through utilization of Hyper Network, Inc. existing on-call resources.

Management Responsibility
We will provide - consistent with the Values Statement - the vision, leadership, resources, systems, training and work environment necessary to implement this policy.

Customer requirements and satisfaction
We will ensure that customer requirements are determined and met, and monitor information relating to customer perception on meeting the requirements, with the aim of enhancing customer satisfaction.

Development of Products and Services
We will develop superior products and services that consistently anticipate and fulfil real customer needs.

Manufacturing and Distribution
We will manufacture and deliver products and services in a manner that meet or exceed the customers' expectations of quality, schedule, and value.

Sales and Marketing
We will clearly understand the requirements of the markets and customers that we serve, in order to build sustained customer satisfaction and brand loyalty.

Control
We will standardize, control, and continually improve all processes by which we achieve customer satisfaction. All products and services will meet or exceed all applicable Hyper Networks, Inc specifications, contractual requirements, and regulatory requirements for product quality, testing, and performance.

Corrective and Preventive Action
We will initiate corrective action to address deficiencies, while identifying actions designed to prevent deficiencies from occurring.

We will regularly conduct internal audits of our quality management systems.

Employee Involvement in Continuous Improvement
We expect all employees to work on improvements in products, services, and processes in partnership with each other, suppliers, and customers. To this end we will invest in the training and development of our employees.

Supplier Relationships
We will institute excellent supplier selection, evaluation, management, and communication - forming strong relationships with key suppliers.

2.3 Environment, Health and Safety Policy

Hyper Networks, Inc is committed to compliance with all applicable environmental, health and safety laws and to protection of our employees and the environment. In order to maintain compliance and continuously improve our performance, the following policy will guide our environmental, health and safety initiatives and actions.

Hyper Networks, Inc is committed to:

- Operating our facilities in a manner that protects our employees, public health and the environment;
- Complying with all applicable laws and regulations at every location where we operate and applying our own more stringent standards and policies wherever necessary to protect our employees and the environment;
- Seeking to continuously improve our environmental and safety performance;
- Designing our products and processes in a manner that minimizes risks from the manufacture, use and disposal of our products;
- Reducing or eliminating the presence of lead and other hazardous materials from our products in accordance with legal requirements and customer demands;
- Seeking to conserve energy, water and raw materials and to reduce waste and emissions;
- Being a good neighbor in the communities where we operate.

We will meet these commitments by:

- Establishing environmental and safety goals and regularly measuring our performance against those goals;
- Making operations leaders and staff responsible for environmental and safety compliance and performance;
- Providing managers, supervisors and employees with the education and training they need to understand their environmental and safety responsibilities; and
- Communicating openly with our employees, neighbors, governments and other interested parties regarding environmental and safety issues.

3. HYPER NETWORKS, INC OPERATING ADVANTAGE

The Hyper Networks, Inc Operating Advantage is the company's enterprise wide focus on business performance and continual improvement through waste elimination and deployment of best practices.

4. QUALITY MANAGEMENT SYSTEM PROCESSES

The following section details the processes, policies and responsibilities for each of the processes of the quality management system. Process numbers refer to the sections further in this paragraph, and are the key to the document structure of the quality system.

Process 1: Management Responsibilities

Policy

The Values and Policies Statement shown in the front of this manual, are used as the basis for planning, organization and operation of the Telecom Outside Plant Business Unit.

Purpose

This element ensures that the management responsibilities are clear and that our people clearly understand the importance of quality and EH&S. It further ensures that we frequently review the effectiveness of our systems.

Responsibilities

Each departmental manager is responsible for their planning and implementing all system elements defined in this manual.

Senior management will review at least once per year the continuing suitability and effectiveness of the management system.

Business unit management is responsible for :

- setting, deploying and reviewing policies and strategies for the Business Unit with the aim of enhancing customer satisfaction
- maintaining a business plan including both short term and long-term objectives at relevant levels within the organization, with specific targets and programs as primary drivers to achieve those objectives
- establishing and monitoring the compliance to the Business Unit's Values, Policies and Standards
- communicating and implementing Corporate and Business Unit policies and strategies
- maintaining the leadership for the Quality Management system
- providing adequate resources and training for the performance of work and verification activities, including internal audits
- promoting the use, throughout the Business Unit of multi-disciplinary teams for problem solving
- identifying key processes and measuring improvement in customer relations, design and development, purchasing, and production.

Site management is responsible for:

- communication of the policies and objectives within the organization
- documenting and reviewing trends in quality, EH&S, operational performance and current quality levels as a means to ensure continuing suitability and effectiveness, and communication of performance and actions to the organization
- determining and monitoring trends in customer satisfaction
- maintaining the design control process to ensure management of appropriate activities during a product's development or entire life cycle.

Quality and EH&S Managers are responsible for implementing and maintaining our quality and EH&S systems and are our designated local management representatives. They are furthermore responsible for reporting to the Business Unit's management on the performance of the quality and EH&S systems to management and using this as a basis for continuous improvement.

The Quality manager is responsible for ensuring that processes for the quality management system are established, implemented, maintained and their integrity monitored, and ensuring the promotion of awareness of customer requirements throughout the organization.

All of our people have sufficient authority and organizational freedom to initiate action to prevent the occurrence of product, process, EH&S and quality system nonconformances.

Process 2 : Quality / EH&S management system

Global Documents

The Hyper Networks, Inc Telecom Outside Plant Quality Management system is linked to the Hyper Networks, Inc global quality management system. This global system is managed by the corporate organization and cross Business Unit teams, of which the quality and EH&S manager are members.

Procedures developed at Business Unit level further specify BU specific policies, processes and organizational structures. They are supplemental to the global documents and will not conflict with these documents.

Documentation system

Policy

We carry out quality and EH&S planning and maintain a documented system that complies with industry standards.

Purpose

To ensure :

- that we maintain documents to control work affecting customer satisfaction, local environment and community and employee health and safety;
- that we define and document how the requirements for quality and EH&S will be met;
- that we comply, on a worldwide basis, with all applicable national and local regulations plus industry codes of practice and international and corporate standards.

Responsibilities

Quality department is responsible for evaluating the effectiveness of the quality system and compliance with applicable external standards.

The Quality Manager is responsible for the preparation of all quality systems and plans as required by customer contract or TQM.

EH&S department is responsible for evaluating the effectiveness of the EH&S system and compliance with legal and other standards / codes.

Each departmental manager is responsible for their planning and implementation of all quality and EH&S elements defined in this manual.

Documentation Structure

Our Quality / EH&S System consists of four levels of documentation as described in the following table.

System documentation is defined and linked in the following manner:

Level 1: The **Quality and EH&S Management System manual** explains the policy for Telecom Outside Plant Business Unit Management System.

Level 2: **Global Quality and EH&S Procedures** describe what Telecom Outside Plant does to address the policy.

Level 3: **Quality and EH&S** controlled procedural documentation explains how the procedures are performed at the local level.

Level 4: **Documents** such as forms, drawings, purchasing specifications, labels etc. to support the upper tier documents.

Structure :

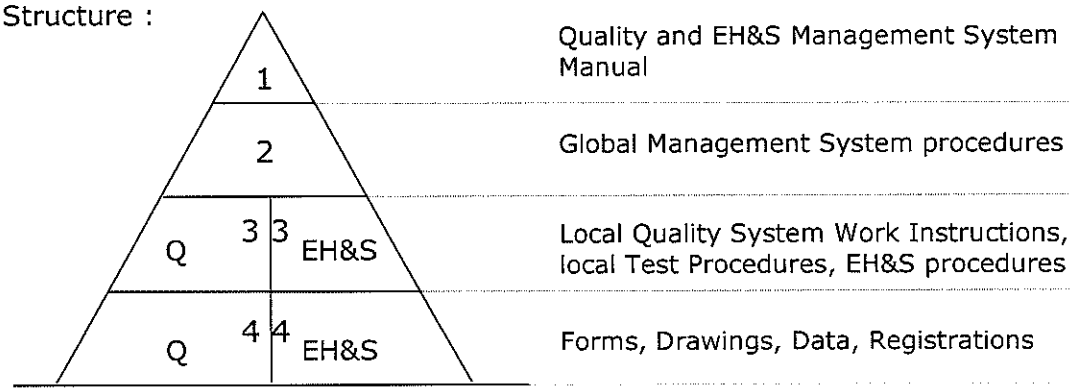


Figure 1

Document and Data Control

Policy
We maintain procedures to control all documents that constitute the Quality system and EH&S system including to the extent applicable, documents of external origin.

Purpose
To ensure that our people have the appropriate approved revision of the documents and data they need to perform their jobs.

Responsibility
Quality Assurance and Document Control, or other departments as applicable, are responsible for maintaining procedures and records to ensure the system is effective.

Control of Records

Policy
We maintain a system for control of quality and EH&S records. This includes identification, collection, indexing, filing, storage, maintenance and disposal.
The records controlled include those which provide evidence of conformance to specified requirements and effective management of the quality system.

Purpose
To ensure that objective evidence is provided and maintained of compliance to the requirements and of effective control.

Responsibilities
Quality is responsible for establishing, maintaining and documenting the system for control of quality records.

Record custodians, defined in supporting documentation, are responsible for collection, filing, security, assurance of ready access and disposal.

ISO Multi-site

Policy
We maintain procedures for the organization and coordination of the multi-site quality system.

Purpose
To ensure that the quality system of all multi-site locations is similar, correctly linked and aligned with the mother-site.

Process 3 : Customer related processes

Policy

We ensure that each negotiated contract, sales order or tender and any subsequent amendments, are reviewed by appropriate management representation, prior to acceptance. A review of customer specifications is performed as a part of this process. In the case of the use of customer property, measures will be taken for the identification, verification, protection and maintenance.

Purpose

To ensure that

a) contractual requirements are adequately defined and documented.

b) it is determined, in advance, that we have the capability to meet these requirements;

c) any exceptions to the contractual requirements are identified and resolved; and

d) records of contract reviews are maintained;

e) effective customer communication arrangements are established.

Responsibilities

Our sales order function maintains procedures to ensure that necessary information from this review is transmitted to those individuals requiring such information to effectively perform their responsibilities.

Process 4 : Design and Development

Policy

We design, develop and/or modify products to meet customer needs or to promote new technologies in the marketplace. These processes are carried out in a systematic manner and are recorded with appropriate documentation.

Purpose

To ensure, that processes for product development and modification are designed to include key customer, market regulatory and statutory and product stewardship requirements, plus that projects are adequately staffed with qualified personnel.

Responsibilities

Management is responsible for ensuring that new or changed designs are released through a systematic review process, this process being controlled and administered by Product Development as detailed in the supporting documentation.

Process 5: Manufacturing preparation and support

Policy

We maintain planning and specification systems and processes that translate customer and product requirements into input data for manufacturing.

Purpose

To ensure that all elements required are available in order to allow manufacturing of products as meeting the applicable regulatory requirements, and the requirements agreed with the customer.

Responsibilities

Each department involved is responsible for ensuring that the required processes are defined, implemented and monitored.

Process 6 : Purchasing and Vendor programme Purchasing

Policy
We maintain several documented systems to assure that purchased material conforms to quality and EH&S requirements, is available when needed, and has been obtained with minimum total cost of ownership.

Purpose
To improve supplier performance and to ensure that purchased materials, products and services conform to prescribed EH&S requirements and quality standards, are available when needed and can be handled, used or deployed in a safe manner.

Responsibilities
Purchasing is responsible for the purchasing process.

Vendor program

Policy
We maintain procedures for the selection, evaluation and follow-up of suppliers in compliance with the principles of continuous improvement, and with EH&S regulation and practices.

Purpose
To encourage the organizations and suppliers towards TQM.

Responsibilities
The department of Quality is responsible for the vendor program.

Process 7 : Receiving and Incoming

Policy
We maintain procedures for the receipt, verification and storage of incoming materials.

Purpose
To ensure that incoming materials are received, verified and stored conform to the prescribed quality and EH&S requirements.

Responsibilities
The Warehouse department and quality are responsible for the receiving process.

Process 8 : Identification, Status and Traceability

Policy
We maintain documented systems for identifying, indicating inspection and test status, and tracing as necessary of items from final product completion through all manufacturing and quality operations back to the source of raw material.

Purpose
To provide inventory control plus the ability to relate cause and effect, to provide evidence of quality conformance and to enable containment of non-conforming product.

Responsibilities
Each department involved in the process are responsible for identifying the inspection and test status and for ensuring that the required traceability is recorded for their particular processes.

Quality is responsible for ensuring that required traceability records are maintained.
EH&S is responsible for maintaining chemical inventories per regulatory requirements.

Process 9 : Process Control

Policy
We manufacture and deliver product under controlled conditions.

Purpose
To provide standard methods for controlling production and support processes which have a direct impact on product quality, the environment, the health and safety of personnel and property.

Responsibilities
Development, Operations, EH&S and Quality personnel identify opportunities for the use of process control techniques.

Process 10 : Inspection

Policy
We maintains procedures and work instructions to perform incoming, in-process, and final inspection of products and for the inspection and testing of our EH&S programs.

Purpose
To ensure that all products are inspected and/or tested in accordance with written instructions at all appropriate stages of the production process and that the inspection records detailed in relevant control plans are maintained and that products released for sale meet specified requirements. Additionally, preventive activities such as inspections and drills are conducted on our EH&S programs to ensure continued suitability and effectiveness.

Responsibility
Manufacturing, Business Unit EH&S, and Quality departments are responsible for ensuring that inspections, tests, drills, surveys and monitoring activities are performed according to documented work instructions.

Process 11 : Calibration

Policy
We maintain documented calibration systems to ensure that our product complies with customer requirements.

Purpose
To ensure our customers that equipment used to manufacture and to determine the conformance of products to specific requirements or for monitoring EH&S aspects of a process, is subject to calibration. The calibration will be conducted at specified frequencies in accordance with international standards and, if applicable, may be carried out by external calibration agencies. Where no such standards exist, the basis used for calibration is documented.

Responsibilities
Each function or department is responsible for identifying equipment used to determine product conformance, specifying the required measurement capability, understanding appropriate regulatory requirements and ensuring that specified calibrations are conducted as planned according to documented procedures. Where practical, a suitable indicator is applied to the equipment to identify the calibration status. The use of non-calibrated equipment is prohibited except where specifically authorized by the Quality Manager.

Should any instrument or machine be found to be out of calibration, then the Quality Manager must be informed in order to decide if any action is required.

Process 12 : Packaging, Storage and Transport

Policy
We establish and maintain procedures for safe handling and storage, packaging and delivery of product and materials.

Purpose
To ensure that products and materials are stored, packaged, labelled, and delivered safely, undamaged and per regulatory and customer requirements.

Responsibilities
Those who handle, store, package or deliver product or materials are responsible for executing the requirements of this element.

Process 13 : Servicing

Policy
Where servicing is a specified requirement, we establish and maintain documented procedures for performing, verifying, and reporting that servicing meets the specified requirements.

Purpose
To ensure our customers that serviced products meet specified functional requirements. Servicing of products destined, or already in possession of the customer, will be managed via field support, field training, installation instructions and technical services.

Responsibilities
Business Unit Management is responsible, where applicable, for implementing the foregoing policy for the products it services. It also ensures communication of information on service concerns to the appropriate manufacturing, engineering, and design activities.

Process 14 : Process and product monitoring

General

Policy
We maintain systems and processes for the measurement of the management system processes and of the characteristics of the products.

Purpose
To ensure availability of suitable information and data to evaluate the ability of the processes to achieve planned results, or to evaluate the conformity of the products.

Responsibilities
Each department involved is responsible for ensuring that the required monitoring systems are defined and implemented.

Requalification

Policy
We maintain procedures for the requalification of standard products.

Purpose
To prove that standard products continue to meet original specification parameters in function of time, process, material or vendor modification.

Responsibilities
The Quality department is responsible for the requalification program.

Local sourcing

Policy
We maintain procedures for the qualification of local country manufacturers.

Purpose
To ensure a unified approach of sourcing from local country products.

Responsibilities
Local Telecom Outside Plant representatives, Operations, Development, Product management and Quality are responsible for ensuring that qualification of locally sourced products/services is performed according to the applicable procedures.

Process 15 : Non-conformances

Policy
We maintain documented procedures to control nonconforming product and prevent its unintended use, and to control substandard conditions related to the workplace or the environment.

Purpose
To ensure that any material or product, whether incoming, in-process or final, that is found to be non-conforming or in doubt is appropriately identified and managed in accordance with documented procedures, that product has minimal EH&S impact and that we do not ship non-conforming product to our customers without their approval. To ensure that substandard conditions are reported and actions are defined to protect our employees and the environment.

Responsibilities
Functional responsibility is defined in a local procedure.
Where required by contract, the Business Unit reports to the customer the proposed use or repair of product which does not conform to specified customer requirements. We inspect reworked product in accordance with documented instructions.

Process 16 : Corrective and Preventive Action

Policy
We maintain documented procedures for identifying, implementing and documenting corrective and preventive action. We initiate corrective and preventive action to a degree appropriate to the magnitude of problems and commensurate with the risks involved. We implement, verify and record changes resulting from this activity.

Purpose
To help ensure that causes of actual or potential non-conformances are eliminated thus preventing reoccurrence and supporting the continuous improvement process.

Responsibilities
The Business Unit / Site management is responsible for ensuring that all employees have authority and organizational freedom to initiate action to prevent the occurrence of product, process, EH&S and quality system non-conformances.
Management is responsible for implementing robust corrective and preventive actions.

Process 17 : **Internal Audit**

Policy

We maintain documented procedures for planning and implementing internal audits. Internal audits are scheduled on the basis of status and importance of the activities audited to reveal defects or irregularities and to indicate room for improvements.

Purpose

To ensure that internal auditing is planned, recorded and controlled to achieve verification of the implementation, monitoring and improvement of the Management System. The audits are planned so that the activities in all areas detailed in this manual are reviewed to ensure that they meet the requirements.

Responsibilities
Business Unit / Site Management is responsible for taking timely and effective action on deficiencies found during internal quality audits.
The Quality and EH&S Manager are responsible for assuring the effective and timely execution of the internal audit program.

Process 18 : Customer satisfaction

Policy
We maintain documented procedures for monitoring information relating to customer satisfaction.

Purpose
To ensure that reliable information on customer satisfaction is available in order to allow identification of areas for improvement.

Responsibilities
Business Unit and Site management are responsible for the implementation of the measurement process, as well as for the definition and implementation of the resulting actions in view of enhanced customer satisfaction.

Process 19 : Statistical Techniques

Policy
We identify the need for statistical techniques to establish, control and verify process capability and product characteristics. Documented procedures are established and maintained to implement and control the application of the statistical techniques identified.

Purpose
To ensure that we appropriately use statistical techniques to control our processes and products.

Responsibilities
Business Unit management is responsible for identifying opportunities for the use of statistical techniques.

Process 20 : Resource management

Policy

We maintain a documented system for the management of competence and training. We use this system to identify and satisfy the training needs of our employees balanced against the Business Units need.

Purpose

To ensure that our people have the competences and training they need to perform their jobs well and to understand the impact of their job on the environment and on the health and safety of themselves and their fellow employees.

Management pays particular attention to hiring and placement practices in order to maximize the suitability of the person to the job , thereby ensuring the continued health and safety of personnel.

Responsibility

The responsibility for the definition of training needs of the employees lies with the individual department management.

5. AMENDMENT AND RE-ISSUE

Control and issue of this document is carried out by the Quality manager of the mother site.

In order to be sure of the latest version of this document if not accessed by intranet, or should you require specific information concerning this Quality Management System, please feel free to contact the Quality manager at

HYPER NETWORKS, INC TELECOM OUTSIDE

PROJECT MANUAL

FOR

SIGNAL FIBER CONSTRUCTION

PROJECT NO. 17-022

August 2020

MAYOR:	**DICK SEARS**
TOWN CLERK:	**LINDA MCKINNEY**
TOWN MANAGER:	**RANDY HARRINGTON**
DIRECTOR OF ENGINEERING:	**KENDRA D PARRISH, P.E. CFM ASST**
DIRECTOR OF ENGINEERING:	**AARON S. LEVITT, P.E.**
PROJECT ENGINEER:	**MATT DEHAVEN**

SIGNAL FIBER CONSTRUCTION
Project No: 17-022
TABLE OF CONTENTS

Section	00150	TABLE OF CONTENTS
Section	00200	INVITATION TO BID
Section	00250	INSTRUCTIONS TO BIDDERS
Section	00300	PROPOSAL
Section	00500	AGREEMENT (CONTRACT)
Section	00700	STANDARD GENERAL CONDITIONS
Section	00900	SUPPLEMENTARY & SPECIAL CONDITIONS
Section	00905	NCDOT MINORITY PARTICIPATION
Section	00910	OUTREACH PLAN AND GUIDELINES FOR RECRUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN TOWN OF HOLLY SPRINGS CONSTRUCTION CONTRACTS
		TECHNICAL SPECIFICATIONS AND BID REQUIREMENTS

SECTION 0200

INVITATION TO BID

TOWN OF HOLLY SPRINGS
Holly Springs, North Carolina

August 5, 2020

Sealed bids will be received by the Town of Holly Springs until August 26, 2020 at 2:00 pm and thereafter opened and read publicly at 2:00 pm via Zoom.

Zoom Info:
When: Aug 27, 2020 02:00 PM Eastern Time (US and Canada) Register in advance for this meeting:

https://hollysprings.zoom.us/meeting/register/tJEtdemrqT8sGtCuNtHOrR8WDAoO1zKx5JC1
After registering, you will receive a confirmation email containing information about joining the meeting.

The project is generally described as follows:

The Contractor shall perform construction services and material supply to establish fiber optic connectivity to 16 traffic signals near the Town's existing fiber network. This shall include construction of underground conduit infrastructure, primarily through horizontal directional drilling methods; installation and splicing of fiber optic cable; and fiber optic cable performance testing.

Plans, Specifications, and Contract documents may be seen on the Town's website at http://www.hollysprings.gov and at the following electronic plan rooms: Carolina Plan Room, Carolina AGC, iSqFt, Planscope.com (Accent Imaging), Bidclerk, Construct Connect, NC Institute of Minority Economic Development (NCIMED), Dodge Data & Analytics, and HCACarolinas. Additionally, a hard copy of plans can be viewed in the IT Office at Town Hall, 128 S. Main St, Holly Springs, NC 27540. Call Jeff Wilson, CIO, at 919-567-4013 to arrange time for viewing.

The project will be funded by public funds from the Town of Holly Springs, and reimbursed by North Carolina DOT upon project completion, therefore; bidding, contract award and bonding requirements shall conform to N.C Statutes for public facilities construction. Minority firms are encouraged to submit proposals. Award will be made to the lowest, responsive, responsible bidder unless all bids are rejected. The Town of Holly Springs reserves the right to reject any or all bids. Bid award will be made by the town council of Holly Springs. The Town reserves the right to value engineer the project to change conduit size and fiber count after the award is made but prior to the Contractor ordering materials and initiating construction in order to reduce project expenses if submitted bids exceed budgeted funds. Contractors offering a proposal on this project must be licensed to do the specified type of contracting in the State of North Carolina. The
Use of any sub-contractor on this project must be approved by the IT Director and assigned engineer from CTC Technology and Engineering, or engineering designee representing the Town. The Contractor may utilize sub-contractors for this project, however the Town requires a limit of no more than one (1) layer sub-contractor for this project, sub-contractors may not further subcontract any work related to this project.

Contractor staff gaining physical access to Town facilities to perform work under this Invitation for Bids will be subject to a routine criminal background check. Contract award will be subject this requirement.

Contractor access to traffic signal cabinets will be done in coordination with NC DOT and only performed by certified NC DOT contractors (list included in Attachment 4). As a requirement of this project the Contractor shall sub-contract one of the certified NC DOT contractors or become certified NC DOT contractors prior to initiation of this project.

All sealed bids shall include the entire contract document bound as it was presented for bid, with applicable bidding information filled out. Do not remove sections and resubmit. Each proposal shall be accompanied by a certified check or bid bond in the amount of not less than five percent (5%) of the amount of the total of the itemized bid in the form and subject to the conditions

provided in the Instruction to Bidders. Questions regarding specifications may be directed to Information Technology Director, Jeff Wilson, at jeff.wilson@Hollyspringsnc.us. Questions and responses will be published as they are reviewed on the Town's website at http://www.hollysprings.gov.

Jeff Wilson
Director of Information Technology

END OF SECTION 00200

SECTION 00250

INSTRUCTIONS TO BIDDERS

Each proposal shall be submitted in a sealed envelope on the printed form, or exact copies thereof, contained in the Contract Documents. THREE printed (3) copies shall be delivered and proposals shall be plainly marked:

Signal Fiber Construction

The envelope shall also be marked with the Bidder's name, address, North Carolina **contractor license number**, and name and phone number of a contact person. **All bids shall include the entire contract document bound as it was presented for bid, with applicable bidding information filled out. Do not remove section and resubmit.**

Hand delivered copies shall be placed in the bin outside back door of town hall, labeled "Sealed Bids TOHS", bin will be pulled in at exactly 2pm on August 26th.

If mailed, the envelope shall show the date and time of the Bid Opening in order to guard against premature opening of the Bid. The deadline for mailed bids is exactly 2pm on August 26th. Addresses for Delivery of Bids:

US Postal Service	Delivery
Attn: Jeff Wilson Town of Holly Springs IT Department P O Box 8 Holly Springs, NC 27540	Attn: Jeff Wilson Town of Holly Springs IT Department 128 South Main Street Holly Springs, NC 27540

Bids submitted by facsimile shall not be accepted.

The Owner may consider non-responsive any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids.

Each proposal shall be accompanied by a Bid Bond payable to the Town of Holly Springs for an amount of not less than five percent (5%) of the total amount bid; or in lieu of the Bid Bond, the bidder may offer a certified check in an amount of not less than five percent (5%) of the total amount bid. The Bids and bidder's bond or checks of all bidders may be held for a period of ninety (90) days pending award of the contract. Notification of award of contract shall be evidence of intent to contract and shall extend time for holding the contractor's bid surety for a time mutually agreed between the Town of Holly Springs and the bidder.

Each proposal is required to have a page providing references to include the company name, address, phone number, e-mail and contact name and position and the type of work completed.

AWARDING CONTRACT

The Town of Holly Springs, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (*49 C.F.R., Part 21*), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, gender, or national origin.

Award will be made to the lowest responsible and responsive Bidder for each Contract as soon as practicable, provided that in the selection of equipment or materials, a Contract may be awarded to a responsible Bidder other than the lowest in the interest of standardization or if ultimate economy is clearly evident.

Evaluation of Bids

1. All spaces for lump sum and unit prices in the Bid Form shall be filled in with a number. Spaces left blank will be evaluated as zero ($0.00).
2. Discrepancies between the multiplication of units of Work and Unit Prices will be resolved in favor of the Unit Prices.
3. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
4. Discrepancies between words and figures will be resolved in favor of the words.

The award of the Contract, if it is awarded, will be to the lowest responsive, responsible bidder on the base bid whose qualifications indicate the award will be in the best interest of the Town of Holly Springs. The Town of Holly Springs reserves the right to waive technicalities and/or reject any or all bids.

The Owner will not consider any bid or award of Contract to any person, firm, or corporation who has defaulted in any obligation to the Owner or who, in the opinion of the Owner, failed to perform their work satisfactorily, either as to character or time.

A conditioned or qualified bid will not be accepted.

Requirements for the submittal information will vary based on the complexity and importance of the product to the project as a whole. Submittals should be prepared in a concise and straightforward manner. Submittals shall clearly identify variances from the specifications. Products that clearly do not meet the requirements of the specifications and plans should not be submitted. Unless noted, products shall be the manufacturer's standard offering, with standard options.

Incomplete submittals, or submittals received after the deadline, shall not be considered.

Submittals are to be delivered to the address indicated in the "Notice To Bidders". The Owner and Engineer shall review all submittals and issue an Addendum to all document holders no later than 7 days prior to the bid opening date, listing the approved products.

Pre-approval of materials or equipment does not, in any manner, preclude the manufacturer from meeting the full requirements of the specifications, including any performance guarantees required, unless specific exceptions are noted in the pre-approval.

No Post-Bid substitutions shall be permitted except as herein provided.

A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, with a corporate surety approved by the Town of Holly Springs, will be required for the faithful performance of the contract. Bidders shall provide certification that performance and payment bond sureties are licensed in North Carolina.

Minority Business participation must be documented and submitted with bids, please see **SECTION 00905** for further direction.

Reference Sheet

(To be filled out with each submittal package)

Company Name	Address	Phone	E-mail	Contact person Name	Contact Person Position	Type of Work Completed
Google Fiber, RDU	518 W Jones St Raleigh, NC 27603	201-294-2119	bettywchang@google.com	Betty Chang	Program Manager	FTTH, Outside Plant
Qualtek Services, Inc	1150 1st Ave #600, King of Prussia, PA 19406	856-649-5903	bkitzinger@qualtekservices.com	Bernie Kitzinger	Director	Outside Plant Survey, Design, Engineering, Construction
Google Fiber, ATL	10 10th St NE Atlanta, GA 30309	216-272-9317	ssimcox@google.com	Scott Simcox	Program Manager	MxU, ISP, and Drops Installation
Fulton Technologies, Inc	5711 Research Dr Canton, MI 48188	214-577-3583	Colby.empey@fultontechinc.com	Colby Empey	COO	Outside Plant, Civil Construction
Google Fiber, CLT	518 W Jones St Raleigh, NC 27603	980-999-3673	mjmoran@google.com	Mike Moran	Technical Operations Manager	FTTH, Outside Plant

- END OF SECTION 00250 -

SECTION 00300
BID PROPOSAL ("Proposal")

TO: THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA ("Owner")

FROM: "BIDDER" Hyper Networks, Inc

ADDRESS 205 S Rogers Ln, Raleigh, NC 27610

DATE OF BID August, 26th, 2020

The Bidder hereby signifies that it is his/her/its intention and purpose to enter into a formal Contract with the Town of HOLLY SPRINGS, North Carolina, to furnish all labor, materials, tools, equipment, apparatus, supplies, and the like required, and to do all the work necessary, for and because of the construction, erection, and/or installation of the proposed "Project":

Signal Fiber Construction

for the Town of HOLLY SPRINGS, North Carolina in accordance with the Contract Documents, including Addenda thereto.** There is deposited, herewith, a certified check in the amount of (must be dollar amount): _____ Dollars ($_____), or a Bid Bond, in the amount of five percent (5%) of the total aggregate amount of the Bid, made payable to the Owner, the same to be refunded to the Bidder under the conditions of and in accordance with the terms of this Proposal, which are as follows:

$321,589.65

THAT: The Bidder has carefully examined the Plans and Specifications and all other Contract Documents and fully understands them.

THAT: The Bidder has carefully examined the site of the Project and is familiar with the conditions under which the work, or any part thereof, is to be performed and the conditions which must be fulfilled in furnishing and/or installing, erecting or constructing any or all items of the Project.

THAT: The Bidder shall provide all necessary tools, machinery, equipment, apparatus, and all other means necessary to do all the work and shall furnish all labor, materials and all else required to complete such Contract as may be entered into, in the manner prescribed in and in accordance with the terms of the Specifications and the Contract and in accordance with the true intent and meaning thereof, and in accordance with the Plans and/or Drawings and the requirements of the Consulting Engineers under them, in a first class manner.

[Terms continued on the following page.]

** Fill in appropriate Addenda number(s):

Addendum #	Dated_____
Addendum #	Dated_____
Addendum #	Dated_____
Addendum #	Dated_____
Addendum #	Dated_____
Addendum #	Dated_____

THAT: The rights of the Owner and the recommendations of the Consulting Engineers shall not be questioned in the Award of the Contract.

THAT: It is the intention of the Owner to let contracts on the basis of the Bids received in accordance with G.S. 143-129 and in such manner as the Owner may deem to be for the best interests of the Owner.

THAT: The Owner reserves the right to reject any or all proposals.

THAT: The work under each Section will be awarded under one Contract and that the Owner shall have the right to include such item or items as the Owner may deem to be in the best interests of the Owner.

THAT: On being awarded the Contract, the Bidder shall execute a Performance Bond and a Payment Bond, on the forms included herein, each equal to one hundred percent (100%) of the Awarded Contract Price (Contract Sum), as security for the faithful performance of the Contract.

THAT: The Bidder shall submit, in the blank spaces provided, all data, guarantees and other information called for.

THAT: The Bidder shall submit, herewith, drawings, or cuts and Specifications showing and describing in detail the equipment and/or apparatus which the undersigned proposes to furnish.

THAT: This Proposal shall be signed and submitted in the manner prescribed in the Instructions to Bidders.

THAT: Should this Proposal not be accepted by the Owner, the certified check, in the amount of (must be dollar amount): _____ Dollars ($_____) or the five percent (5%) Bid Bond, as applicable, deposited herewith shall be returned to the Bidder.

THAT: Should this Proposal be accepted by the Owner and the Bidder fail or neglect to execute the Contract and furnish the required Bonds within fifteen (15) days after receiving notifications of the acceptance of the Proposal and/or receipt of the formal Contract and Bond forms, the certified check, in the amount of (must be dollar amount): _____ Dollars ($_____), or the Bid Bond, deposited herewith shall be retained by the Owner as liquidated damages, it being understood that the Owner reserves the right to extend

the time allowed for executing the Contract and/or furnishing the Bond in its sole discretion. [Terms continued on the following page.]

THAT: The Bidder shall complete such Contract as may be entered into within the number of consecutive calendar days specified in the Contract from the date of the Notice to Proceed.

THAT: The Bidder proposes to enter into a Contract in accordance with this Proposal, the Plans and Specifications and the Contract Documents included herein, for the prices shown on the following pages.

THAT: The Bidder shall be required to submit a complete detailed itemized unit cost breakdown of the Bid Items on the Itemized Bid Proposal form in Section 00510 along with a computed Lump Sum Bid Price amount with this proposal.

THAT: It is the intent of these Contract Documents to obtain a Contract based on Unit Prices with project awarded based upon the lowest qualified total bid based upon unit prices applied to the estimated quantities. Where a discrepancy exists between words and numbers in the Bid amount, the written words shall govern. Where a discrepancy exists between unit prices and mathematical computations in the Itemized Proposal, the unit prices and quantities in the Itemized Proposal shall govern.

THAT: The successful bidder shall have all proper Bidder licenses and privilege licenses required under North Carolina state laws governing their respective trade(s).

THAT: Notice to Proceed and project available shall occur within 60 days of award of contract by the Town Council.

SECTION 00500
AGREEMENT (CONTRACT)

INSTRUCTIONS TO CONTRACTORS AND REQUIREMENTS AS TO FORM FOR TOWN OF HOLLY SPRINGS, NC AGREEMENTS

DO NOT REMOVE FROM AGREEMENT

Please observe the following in executing the attached Agreement:

1. The Owner may contract with four types of legal entities.

   (a) If the Agreement is with an individual, that individual should sign the Agreement exactly as his/her name is set out. If the Agreement is with an individually-owned business, the Agreement should be with the individual owner, and not the named business.

   (b) Execution on behalf of a corporation should be by the president or a vice president, attested by the corporate secretary, with the corporate seal affixed. An official other than president or vice president should attach documentation of his/her authority to execute and bind the corporation.

   (c) If the Agreement is with a partnership, all general partners of the partnership should execute the Agreement unless an authorized partner is designated to execute, in which case documentation of such authorization should be attached.

   (d) If the Agreement is with a limited liability company, all managers of the limited liability company should execute the Agreement. If the limited liability company is member-managed, all members should sign the Agreement. If only certain manager(s) or member(s) of the limited liability company are authorized to execute the Agreement, documentation of such authorization should be attached.

2. After signing the Agreement, the appropriate notary's acknowledgement, in the individual, corporate or partnership form should be completed.

3. The Performance Bond and Payment Bond should be attached to the Agreement package. They should be signed by the Contractor, and its signature should be acknowledged with the appropriate acknowledgement form. Next, the Bonds, in approved form, must be signed by the authorized agent of the Surety Company issuing the Bonds, and an executed Power of Attorney document authorizing the agent to sign must accompany the Bond Documents.

4. The Agreement and Bonds should not be dated, except by the last person executing the Agreement, normally the Town Clerk.

5. The Bid Form and all other documents submitted with the Bid shall be included with the Agreement.

6. Bid Proposal: Complete the Acceptance of Notice section on the last page of this document.

7. Page 00500-3: Fill in the Contractor name and address.

8. Pages 00500-6 through 00500-9: Choose the appropriate signature page and complete it in its entirety.

9. Pages 00500-10 through 00500-15: Complete in their entirety.

10. Page 00500-17: Certificate of Insurance. The General Conditions of the Contract, as modified by the Supplementary Conditions and the Special Conditions, require the Certificate of Insurance to include the Indemnification Agreement on the reverse side of the Certificate. All parties required to be named as additional insured parties by the Contract Documents in connection with the attached Agreement shall be named on the Certificate of Insurance for each policy.

11. Most Certificates of Insurance state under the cancellation clause that "the issuing company will endeavor to mail 30 days written notice to the ..." and "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives". If your certificate states this, the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives" must be stricken in order to comply with the Contract Documents.

12. Four copies of the Agreement are sent to the Contractor. The original and duplicates should be signed and returned to the Engineer or Architect for signature by the Owner, after which one duplicate will be returned to the Contractor and one copy will be sent to the Contractor's Bonding Company(ies).

13. Failure to fully complete all four sets of the Agreement will cause delays in the approval by the Owner and therefore delay the issuance of the Notice to Proceed.

AGREEMENT

This Agreement (the "Agreement") is made this ___ day of_____, in the year 20___, by and between the Town of Holly Springs, North Carolina, (the "Owner") and Hyper Networks, Inc of __205 S Rogers Ln Raleigh, NC 27610, (the "Contractor").

WITNESSETH

THAT, WHEREAS, an Award of Contract (the "Award") for:

[Signal Fiber Construction] – Holly Springs, NC
Project No. 17-022

as prepared by the Town of Holly Springs. (hereinafter called "Engineer's Consultant"), has recently been awarded to the Contractor by the Owner.

AND WHEREAS, the work to be performed by the Contractor or its subcontractors, and the labor, materials, equipment, apparatus, and supplies to be provided in connection therewith (collectively, the "Work") is more particularly described in the Proposal (the "Proposal") attached hereto.

AND WHEREAS, the aggregate cost of the Work (referred to as either the "Contract Price" or the "Contract Sum") and the individual prices and rates of the various components of the Work that together comprise the Contract Price, are more particularly described in the Proposal.

AND WHEREAS, it was one of the conditions of said Award that a formal contract should be executed by and between the Owner and the Contractor, evidencing the terms of said Award.

NOW THEREFORE, THIS AGREEMENT FURTHER WITNESSETH THAT the Owner and the Contractor represent, warrant, covenant and agree as follows:

It is agreed and understood that the terms and conditions of the following documentation of are a part of and parcel to this Agreement to the same extent as if incorporated herein in full:

Standard General Conditions of the Construction Contract (EJCDC Document No. 1910-8, 1996 edition), as amended, revised, and supplemented by the Supplementary Conditions (the "Supplementary Conditions"), the Special Conditions (the "Special Conditions") thereto (as so amended, revised and supplemented, the "General Conditions") or 2012 NCDOT Standard Specifications for Roads and Structures, and Project Manual for Signal Fiber Construction, Project No 17-022, dated August 2020.

The Contractor hereby covenants and agrees with the Owner that it will, for a sum equal to the Contract Price, well and faithfully perform, provide and execute the Work in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the Notice to Bidders/Invitation to Bid, the Instructions to Bidders, the Proposal, the Plans, the Specifications, the General Conditions and the Contract Documents (as that term is defined in the General Conditions), all of which are a part of and parcel to this Agreement to the same extent as if incorporated herein in full.

And the Owner does hereby covenant and agree with the Contractor that it will pay to the Contractor, when due and payable under the terms of the Contract Documents and the Award, the Contract Price, and that it will well and faithfully comply with and perform each and every obligation imposed upon it by said Contract Documents and the terms of said Award.

The Contractor shall commence the Work on the commencement date specified in a written order of the Owner (the "Notice to Proceed"). The Work shall be **finally and fully completed in the manner and times described in Table 1 below**, so that it is ready for final payment, as evidenced by the Engineer's or the Architect's written recommendation. In the event that the Work is not completed to the standards and degrees required by the Contract Times, or either of them, liquidated damages shall be assessed against the Contractor for each day of delay as described herein below.

LIQUIDATED DAMAGES

The parties recognize and acknowledge that Owner will suffer financial losses if the Work is not completed as required within the Contract Times. They also recognize and acknowledge that the damages caused by the contractor's delays are difficult to ascertain and that the expense and difficulty to both parties in proving or contesting the amounts of those losses would be substantial. Instead of requiring proof of those amounts, it is agreed that Contractor shall be liable for and shall pay owner the following amounts under owner's damages, and engineering charges, all as liquidated damages, and not as a penalty in the event the Work remains incomplete at the end of the contract time specified in the Notice to Proceed.

The Contractor agrees further that the Owner may retain those amounts indicated below from the amount of Compensation due the Contractor for each day that the work remains incomplete beyond the completion date specified in the Notice to Proceed. Payment by the Owner to the Contractor in lieu of retainage does not constitute a waiver by the Owner. This amount is agreed upon as the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the undersigned to complete the work within the stipulated time, and it is not to be construed, in any sense, as a penalty. The parties agree this is a reasonable amount.

No Contractor shall have a claim against the Owner as a result of a third party's lack of progress or project completion.

Table 1 - Time for Performance

Contract	Number of days	Owner's Damages	Engineering Charges	Total Liquidated Damages
From NTP to Substantial Completion	90 days	$300 /day	$200 /day	$500 /day
From Substantial Completion to Final Completion	120 days	$150 /day	$100 /day	$250 /day

Payment of the charges described herein shall not excuse or relieve the Contractor for any other liability under the Contract Documents for delay in the progress schedule of the Work, and all other penalties imposed on the Contractor and remedies available to the Owner under the Contract Documents shall remain in full force and effect.

IN WITNESS WHEREOF, said Contractor and Owner, being duly authorized, have caused these presents to be signed in their names as of the day and year first above written.

ATTEST:

By:_____
Name: Linda McKinney
Title: Town Clerk

TOWN OF HOLLY SPRINGS,
a North Carolina municipality

By: _____
Name: Randy Harrington
Title: Town Manager

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

AMERICAN COUNCIL OF ENGINEERING COMPANIES

National Society of Professional Engineers®

ASCE American Society of Civil Engineers

AMERICAN COUNCIL OF ENGINEERING COMPANIES

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8A-2) (1996 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition).

Copyright ©1996

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

TABLE OF CONTENTS

Page

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY 6
1.01 *Defined Terms* 6
1.02 *Terminology* 8

ARTICLE 2 - PRELIMINARY MATTERS 9
2.01 *Delivery of Bonds* 9
2.02 *Copies of Documents* 9
2.03 *Commencement of Contract Times; Notice to Proceed* 9
2.04 *Starting the Work* 9
2.05 *Before Starting Construction* 9
2.06 *Preconstruction Conference* 9
2.07 *Initial Acceptance of Schedules* 10

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE 10
3.01 *Intent* 10
3.02 *Reference Standards* 10
3.03 *Reporting and Resolving Discrepancies* 11
3.04 *Amending and Supplementing Contract Documents* 11
3.05 *Reuse of Documents* 11

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS 12
4.01 *Availability of Lands* 12
4.02 *Subsurface and Physical Conditions* 12
4.03 *Differing Subsurface or Physical Conditions* 12
4.04 *Underground Facilities* 13
4.05 *Reference Points* 14
4.06 *Hazardous Environmental Condition at Site* 14

ARTICLE 5 - BONDS AND INSURANCE 15
5.01 *Performance, Payment, and Other Bonds* ..... 15 5.02 *Licensed Sureties and Insurers* ..... 15 5.03 *Certificates of Insurance* 16
5.04 *CONTRACTOR's Liability Insurance* 16
5.05 *OWNER's Liability Insurance* 17
5.06 *Property Insurance* 17
5.07 *Waiver of Rights* 18
5.08 *Receipt and Application of Insurance Proceeds* 18
5.09 *Acceptance of Bonds and Insurance; Option to Replace* 18
5.10 *Partial Utilization, Acknowledgment of Property Insurer* 19

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES 19
6.01 *Supervision and Superintendence* 19
6.02 *Labor; Working Hours* 19
6.03 *Services, Materials, and Equipment* 19

6.04 *Progress Schedule* 20
6.05 *Substitutes and "Or-Equals"* 20
6.06 *Concerning Subcontractors, Suppliers & Others* 22
6.07 *Patent Fees and Royalties* 22
6.08 *Permits* 22
6.09 *Laws and Regulations* 22
6.10 *Taxes* 23
6.11 *Use of Site and Other Areas* 23
6.12 *Record Documents* 24
6.13 *Safety and Protection* 23
6.14 *Safety Representative* 24
6.15 *Hazard Communication Programs* 24
6.16 *Emergencies* 24
6.17 *Shop Drawings and Samples* 24
6.18 *Continuing the Work* 26
6.19 *CONTRACTOR's General Warranty and Guarantee* 26
6.20 *Indemnification* 26

ARTICLE 7 - OTHER WORK 27
7.01 *Related Work at Site* 28
7.02 *Coordination* 27

ARTICLE 8 - OWNER'S RESPONSIBILITIES 28
8.01 *Communications to Contractor* 28
8.02 *Replacement of ENGINEER* 28
8.03 *Furnish Data* 28
8.04 *Pay Promptly When Due* 28
8.05 *Lands and Easements; Reports and Tests* 28
8.06 *Insurance* 28
8.07 *Change Orders* 29
8.08 *Inspections, Tests, and Approvals* 28
8.09 *Limitations on OWNER's Responsibilities* 28
8.10 *Undisclosed Hazardous Environmental Condition* 28
8.11 *Evidence of Financial Arrangements* 29

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION 29
9.01 *OWNER'S Representative* 29
9.02 *Visits to Site* 29
9.03 *Project Representative* 29
9.04 *Clarifications and Interpretations* 29
9.05 *Authorized Variations in Work* 30
9.06 *Rejecting Defective Work* 30
9.07 *Shop Drawings, Change Orders and Payments* 30
9.08 *Determinations for Unit Price Work* 30
9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work* 30
9.10 *Limitations on ENGINEER's Authority and Responsibilities* 30

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS 31
10.01 *Authorized Changes in the Work* 31
10.02 *Unauthorized Changes in the Work* 31
10.03 *Execution of Change Orders* 31

10.04 *Notification to Surety* 31
10.05 *Claims and Disputes* 31

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK 33
11.01 *Cost of the Work* 32
11.02 *Cash Allowances* 34
11.03 *Unit Price Work* 34

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES 35
12.01 *Change of Contract Price* 35
12.02 *Change of Contract Times* 36
12.03 *Delays Beyond CONTRACTOR's Control* 36
12.04 *Delays Within CONTRACTOR's Control* 36
12.05 *Delays Beyond Owner's & Contractor's Control* 36
12.06 *Delay Damages* 36

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK 36
13.01 *Notice of Defects* 36
13.02 *Access to Work* 36
13.03 *Tests and Inspections* 37
13.04 *Uncovering Work* 37
13.05 *OWNER May Stop the Work* 37
13.06 *Correction or Removal of Defective Work* 38
13.07 *Correction Period* 38
13.08 *Acceptance of Defective Work* 38
13.09 *OWNER May Correct Defective Work* 38

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION 39
14.01 *Schedule of Values* 39
14.02 *Progress Payments* 39
14.03 *CONTRACTOR's Warranty of Title* 41
14.04 *Substantial Completion* 41
14.05 *Partial Utilization* 41
14.06 *Final Inspection* 42
14.07 Final Payment 42
14.08 *Final Completion Delayed* 43
14.09 *Waiver of Claims* 43

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION 43
15.01 OWNER May Suspend Work 43
15.02 *OWNER May Terminate for Cause* 43
15.03 *OWNER May Terminate For Convenience* 44
15.04 *CONTRACTOR May Stop Work or Terminate* 44

ARTICLE 16 - DISPUTE RESOLUTION 44
16.01 *Methods and Procedures* 44

ARTICLE 17 - MISCELLANEOUS 45
17.01 *Giving Notice* 45
17.02 *Computation of Times* 45

17.03 *Cumulative Remedies* 45
17.04 *Survival of Obligations* 45
17.05 *Controlling Law* 45

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written

Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*-Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse,

gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts

thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract
Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with

Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake

responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any

adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise

OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was

not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's

Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in

writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

and design characteristics; (ii) it will reliably

6.04 *Progress Schedule* perform at least equally well the function imposed by the design concept of the completed

A. CONTRACTOR shall adhere to the progress Project as a functioning whole, and; schedule established in accordance with paragraph 2.07 as

it may be adjusted from time to time as provided below. b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it

1. CONTRACTOR shall submit to ENGI- will conform substantially, even with deviations, NEER for acceptance (to the extent indicated in to the detailed requirements of the item named paragraph 2.07) proposed adjustments in the prog- in the Contract Documents. ress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments 2. Substitute Items will conform generally to the progress schedule then in effect and additionally will comply with any a. If in ENGINEER's sole discretion an provisions of the General Requirements applicable item of material or equipment proposed by thereto. CONTRACTOR does not qualify as an

"or-equal" item under paragraph 6.05.A.1, it

2. Proposed adjustments in the progress will be considered a proposed substitute item. schedule that will change the Contract Times (or

Milestones) shall be submitted in accordance with b. CONTRACTOR shall submit sufficient the requirements of Article 12. Such adjustments information as provided below to allow ENGImay only be made by a Change Order or Written NEER to determine that the item of material or

Amendment in accordance with Article 12. equipment proposed is essentially equivalent to that named and an acceptable substitute therefor.

6.05 *Substitutes and "Or-Equals"* Requests for review of proposed substitute items of material or equipment will not be A. Whenever an item of material or equipment is accepted by ENGINEER from anyone other specified or described in the Contract Documents by using than CONTRACTOR.

the name of a proprietary item or the name of a particular

Supplier, the specification or description is intended to c. The procedure for review by ENGIestablish the type, function, appearance, and quality NEER will be as set forth in paragraph required. Unless the specification or description contains 6.05.A.2.d, as supplemented in the General or is followed by words reading that no like, equivalent, or Requirements and as ENGINEER may decide is "or-equal" item or no substitution is permitted, other items appropriate under the circumstances. of material or equipment or material or equipment of other

Suppliers may be submitted to ENGINEER for review d. CONTRACTOR shall first make written under the circumstances described below. application to ENGINEER for review of a proposed substitute item of material or

1. *"Or-Equal" Items:* If in ENGINEER's equipment that CONTRACTOR seeks to sole discretion an item of material or equipment furnish or use. The application shall certify that proposed by CONTRACTOR is functionally equal the proposed substitute item will perform adeto that named and sufficiently similar so that no quately the functions and achieve the results change in related Work will be required, it may be called for by the general design, be similar in considered by ENGINEER as an "or-equal" item, in substance to that specified, and be suited to the which case review and approval of the proposed same use as that specified. The application will item may, in ENGINEER's sole discretion, be state the extent, if any, to which the use of the accomplished without compliance with some or all proposed substitute item will prejudice of the requirements for approval of proposed substi- CONTRACTOR's achievement of Substantial tute items. For the purposes of this paragraph Completion on time, whether or not use of the 6.05.A.1, a proposed item of material or equipment proposed substitute item in the Work will rewill be considered functionally equal to an item so quire a change in any of the Contract Docunamed if: ments (or in the provisions of any other direct contract with OWNER for work on the Project) a. in the exercise of reasonable judgment to adapt the design to the proposed substitute ENGINEER determines that: (i) it is at least item and whether or not incorporation or use of equal in quality, durability, appearance, strength, the proposed substitute item in connection with

the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the

benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the

Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or

H. entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions or Technical Specifications and Bid Requirements, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop

Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts

any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with

supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes;
and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the

Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity
of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR

will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not

limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not

be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for

CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work.
Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion.

Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that

portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed

by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a
Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice17.01*

A. Whenever any provision of the Contract

Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligation*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SECTION 00900
SUPPLEMENTARY & SPECIAL CONDITIONS

TABLE OF CONTENTS

A. Article 1 – Definitions and Terminology 00900-1

B. Article 2 – Preliminary Matters 00900-3

C. Article 3 – Contract Documents: Intent, Amending, Reuse 00900-8

D. Article 4 – Availability of Lands; Subsurface and Physical Conditions; Reference Points 00900-9

E. Article 5 – Bonds and Insurance 00900-12

F. Article 6 – Contractor's Responsibilities 00900-19

G. Article 7 – Other Work ..... 00900-33 H.

Article 8 – Owner's Responsibilities ..... 00900-34 I.

Article 9 – Engineer's Status During Construction 00900-34

J. Article 10 – Changes In The Work: Claims 00900-36

K. Article 11 – Cost Of The Work: Cash Allowances; Unit Price Work 00900-38

L. Article 12 – Change of Contract Price; Change of Contract Time 00900-39

M. Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work 00900-41

N. Article 14 – Payments to Contractor and Completion 00900-43

O. Article 15 – Suspension of Work and Termination 00900-47

P. Article 16 – Dispute Resolution 00900-48

Q. Article 17 – Miscellaneous 00900-49

Forms 00900-51

SUPPLEMENTARY & SPECIAL CONDITIONS

These Supplementary & Special Conditions amend, revise, and supplement the Standard General Conditions of the Construction Contract (EJCDC Document No. 1910-8, 1996 edition) (the "General Conditions in connection with the Agreement between the Town of Holly Springs and the Contractor (as identified in the Agreement, attached hereto) and other provisions of the Contract Documents in the manner indicated below. All provisions that are not so amended, revised, and supplemented remain in full force and effect. In addition, where any portion of an article, section, paragraph, subparagraph or clause is deleted or modified by these Supplementary Conditions, the unaltered provisions of the article, section, paragraph, subparagraph or clause shall remain in full force and effect. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement or the General Conditions. In any instance in which the insertion or deletion of text described herein is inaccurately described (as to the location of such insertion or deletion, accompanying appropriate grammar or other technical rather than substantive aspects of the insertion or deletion), if the correct description of the insertion or deletion can be reasonably deduced from the context of the insertion or the deletion, or otherwise, then the description of the insertion or deletion shall be deemed reformed in accordance with the correct description thereof.

A. ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1. SC-1.01.

a) In Subparagraph 1.01.A.12, the definition for "*Contract Documents*", in the first sentence, third line, after the word "Agreement", insert "the Invitation To Bid, the Instructions to Bidders, and this Project Manual."

b) In Subparagraph 1.01.A.19, the definition for *"ENGINEER"*, add the following sentence at the end of the definition:

"In the discretion of the OWNER, the OWNER may replace the ENGINEER from time to time pursuant to the terms of any agreement(s) between the OWNER and the ENGINEER. Once the CONTRACTOR has been notified in writing by the OWNER of the identity of a new or replacement ENGINEER for the Project or a portion thereof, the CONTRACTOR shall treat such new or replacement ENGINEER as the ENGINEER under the Contract Documents for the remainder of the Project, or the portion of the Project so specified by the OWNER, but nothing herein shall impute any liability on a new or replacement ENGINEER's part for actions or circumstances of a prior ENGINEER.

The ENGINEER is the Director of Engineering of the Town of Holly Springs and/or any other party identified by the OWNER as the ENGINEER for the Work from time to time. In its sole discretion, the OWNER may act in the stead of the ENGINEER, exercising any of the rights or responsibilities of the ENGINEER provided under the Contract Documents, so long as the OWNER provides notice to the CONTRACTOR of its intent to do so. In its sole discretion, the OWNER may delegate any of the rights or responsibilities of the ENGINEER to a third party, who, for the purposes of the rights and responsibilities so delegated, shall be governed by the Contract Documents, so long as the OWNER provides notice to the CONTRACTOR of its intent to do so."

c) In Subparagraph 1.01.A.20, the definition of "*ENGINEER's Consultant,*" add the following sentence to the end of the definition:

"The ENGINEER's Consultant is _____ and any other party to a subcontract with ENGINEER in connection with the Work."

d) In Subparagraph 1.01.A.30, the definition for *"OWNER,"* delete the text in its entirety and insert the following in its place:

"30. *OWNER*--The Town of Holly Springs, a municipal corporation in North Carolina, and its successors and assign, and is the party for whom the work is to be performed.

The Owner's Representative is t**he Town Manager of the Town of Holly Springs**. The Owner's Representative may be an employee, agent or other representative of the Owner, and may be an individual or any one of several identified individuals, or a committee or entity, in which case the committee or entity shall select one or more individuals to speak and act on its behalf and on behalf of the Owner.

The OWNER'S REPRESENTATIVE has the express authority to bind the OWNER with respect to all matters requiring the OWNER's approval or authorization. Except as otherwise specifically stated, the ENGINEER does not have such authority. The term 'OWNER' means the OWNER or the OWNER's REPRESENTATIVE"

e) In Subparagraph 1.01.A.41 of the EJCDC, in the definition for "*Specifications*" add the following sentence to the end of the definition:

"Specifications include all Sections included under the Technical Specifications of the Project Manual."

f) In Subparagraph 1.01.A.43, the definition for "*Substantial Completion:*"

In the first sentence, third line, after the words "in the opinion of the ENGINEER," add the words "and with the approval of the OWNER."

Add the following line to the last sentence of the paragraph:

"The OWNER's receipt of all certificates of occupancy and approvals by regulatory agencies applicable to the Project is a condition precedent to the Project being deemed 'Substantially Complete.'"

g) In Subparagraph 1.01.A.44, the definition for *"Supplementary Conditions,"* add the following to the end of the definition:

", whether titled the 'Supplementary Conditions,' the 'Special Conditions,' 'Supplementary or Special Conditions,' or otherwise. Unless otherwise indicated, Special Conditions amend and/or supplement the General Conditions as already amended and/or supplemented by Supplementary Conditions."

h) In Subparagraph 1.01.48, the definition for *"Work,"* delete the second sentence of the definition in its entirety and insert the following in its place:

"Work includes and is the result of performing or providing all labor, services, and documentation necessary or appropriate to produce such construction, and furnishing, installing, and incorporating all necessary or appropriate materials and equipment into such construction, all as required and more specifically described in the Contract Documents."

i) Add the following new definitions to Paragraph 1.01.A immediately after Subparagraph 1.01.A.50 as follows:

"51. *Conditions of the Contract*--The combined General Conditions and Supplementary Conditions, including the Special Conditions.

52. *Project Manual*--The Advertisement for Bids, Instructions to Bidders, Bid Forms, Agreements, Bonds, General Conditions, Supplementary Conditions, Special Conditions, Specifications, and Appendices.

53. *General Contractor*--The Contractor responsible for all Work other than Electrical, Instrumentation, HVAC, and Plumbing Work, as defined in the Contract Documents.

54. *HVAC Contractor*--The Contractor responsible for all HVAC Work as defined in the Contract Documents.

55. *Plumbing Contractor*--The Contractor responsible for all Plumbing Work as defined in the Contract Documents.

56. *Electrical Contractor*--The Contractor responsible for all Electrical and Instrumentation Work as defined in the Contract Documents.

57. *Single Prime Contractor*--If this project is awarded as a Single Prime Contract, then the terms General Contractor, HVAC Contractor, Plumbing Contractor, and Electrical Contractor shall be understood to refer to the Single Prime Contractor.

58. *Preoperational Testing*--All field inspections, installation checks, water test, performance tests, and necessary corrections required of Contractor to demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Contract Documents for their intended purposes.

59. *Startup Testing*--A predefined trial period required for achieving substantial completion during which Contractor is to operate the entire Work (or any part thereof agreed to by the OWNER) under actual and simulated operating conditions for the purpose of (i) making such minor adjustments and changes to the Work as may be necessary for the Work to comply with the Contract Documents and (ii) complying with the final test requirements in the Contract Documents."

j) Add Subparagraphs 1.01.A.60 and 61 to the EJCDC General Conditions:

" 60. The 'Standard Specifications and Details' shall be the '*Town of Holly Springs Engineering Design and Construction Standards,*' that have been adopted as of the date of the work performed by the Contractor.

61. The 'NCDOT Standard Specifications' shall be the '*Standard Specifications for Roads and Structures'* and the *'Roadway Standard Drawings,'* current edition as of the date of the work performed by the Contractor."

B. ARTICLE 2 – PRELIMINARY MATTERS

1. SC-2.02.

a) In Paragraph 2.02.A:

Delete Paragraph 2.02.A in its entirety and insert the following in its place:

"The Contract Documents shall be executed by the OWNER and the CONTRACTOR in four (4) counterparts, one (1) of which shall be returned to the CONTRACTOR. Additional copies will be furnished upon request at the cost of reproduction and handling to be borne by CONTRACTOR."

b) Add a new Paragraph immediately after Paragraph 2.02.A as follows:

"B. The ENGINEER shall provide the CONTRACTOR with three (3) copies of any revised plans, Drawings, and Specifications as may be required for the execution of authorized changes or extra Work."

2. SC-2.03.

Delete Paragraph 2.03.A in its entirety and insert the following in its place:

"A. Notice to Proceed will be given in the timeframe indicated in the Bid Proposal or Notice to Bidders. The Contract Times will commence at the time specified in such Notice to Proceed."

3. SC-2.04.

Delete the second sentence of 2.04.A in its entirety and insert the following in its place:

"No Work shall be done, including materials supplied, at the Site prior to the date on which the Contract Times commence to run without the express written consent of the OWNER."

4. SC-2.05.

a) In Paragraph 2.05.A:

(i) Insert the following text before the first sentence, after *"CONTRACTOR's Review of Contract Documents:"*

"The data provided in the Specifications and shown on the plans and Drawings is believed by the ENGINEER or the OWNER to be accurate, but the accuracy is not guaranteed by the ENGINEER or the OWNER. The CONTRACTOR must take all levels, locations, and measurements, and verify all dimensions of the Site prior to construction, and adapt its Work to the exact construction. Scale measurements taken from prints shall not be considered except as references; the larger scale Drawings take precedence over the smaller

scale, and Shop Drawings take precedence over all others. All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as otherwise directed by the ENGINEER. Elevations of existing ground, structures and appurtenances shown on Drawings and Specifications are presented only as an approximation. Any error or apparent discrepancy in the data shown, or omissions of data, shall be referred immediately to the ENGINEER for interpretation or correction."

(ii) In the [original] second sentence, thirteenth line, after the words "Documents unless," insert the words "and until."

b) In Paragraph 2.05.B, on the third line, delete the words "General Requirements" and insert the words "Contract Documents" in their place.

c) Delete Paragraph 2.05.C in its entirety and insert the following in its place:

"C. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with copies to ENGINEER and each additional insured identified in Article 5, as supplemented and amended by the Supplementary Conditions, certificates of insurance (and other evidence requested by OWNER) that CONTRACTOR is required to purchase and maintain in accordance with the requirements of Article 5."

d) Add a new Paragraph immediately after Paragraph 2.05.C as follows:

"D. Execution of the Contract by the CONTRACTOR is a representation by the CONTRACTOR that CONTRACTOR has visited the Site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract."

5. SC-2.06

a) In the first sentence, second line, after the text "before any Work at the Site is started" insert the text "or any materials or equipment are delivered to the Site."

b) Add the following sentences after the first sentence:

"The ENGINEER shall notify the CONTRACTOR of the place, date and time of the conference. The CONTRACTOR, its project manager, its superintendent, and any of the CONTRACTOR's other Project coordinators, representatives or other parties whose work on the Project would benefit from the conference shall attend.

c) Add a new Paragraph immediately after Paragraph 2.07.A of the General Conditions of the EJCDC, as follows:

"B. Construction Conferences. The following conferences with the ENGINEER or the Owner shall be held to ensure that the Work progresses appropriately and that the Owner and the Architect are kept apprised of the status of the Work throughout the duration of the Project:

1. Preconstruction Conference. A preconstruction conference shall be held after the award of the Contract and prior to commencement of the Work or delivery of materials or equipment to the Project site. The ENGINEER shall notify the Contractor of the place, date, and time of the meeting. The Contractor, its project manager, its superintendent, and any of the Contractor's other Project coordinators, representatives or other parties whose work on the Project would benefit from the conference shall attend. The OWNER and ENGINEER will attend this conference. The Contractor, major subcontractors, and Contractor's safety representative shall attend this conference. The resumes of both the Contractor's project manager and superintendent shall be submitted to the Owner for review and approval prior to the conference. The project manager and superintendent shall have at least 2 years of experience managing and supervising the type of construction work specified in the contract documents. No work shall be allowed until the Project Superintendent is on-site and working on this project. The conference agenda will include, as a minimum: tentative construction schedule; critical work sequencing; designation of responsible personnel; processing of field decisions, proposal requests and change orders; adequacy of distribution of contract documents; submittal of shop drawings and samples; procedures for maintaining record documents; use of site and Owner's requirements; material deliveries and storage areas; major equipment and material deliveries and priorities; safety; security; housekeeping procedures; partial payment processing; general regard for community relations."

6. SC-2.07.

a) Insert the following four sentences immediately before the first sentence of Subparagraph 2.07.A.1:

"The progress schedule may be a critical path type or any other system likely to provide equivalent results. The progress schedule shall account for all Work to be performed under subcontracts. The progress schedule shall provide for the proper sequence of construction, considering various crafts, purchasing times, shop drawing approval, material delivery, equipment fabrication and similar time-consuming factors. The progress schedule shall show as a minimum, earliest starting, earliest completion, latest starting, latest completion, and the total float times for each task or item."

b) In the [original] first sentence of Subparagraph 2.07.A.1, second line, after the words "if it provides", insert the words "all of the foregoing and"

c) Add a new Subparagraph immediately after Paragraph 2.07.A of the EJCDC General Conditions, as follows:

"B. The construction schedule shall be evaluated by the Contractor not less than monthly. An updated and corrected progress schedule shall be submitted to the ENGINEER in triplicate and shall show any rescheduling necessary to reflect the true job conditions. This updated progress schedule shall be submitted monthly to the ENGINEER with the Contractor's pay request. When the shortening of various time intervals is necessary to correct for behind-schedule conditions, the Contractor shall indicate the steps necessary to accomplish the Work in the shortest schedule possible. Information regarding the new time intervals and the reasons for them shall be submitted to the ENGINEER in writing

with the revised schedule. Notwithstanding anything apparently to the contrary in the Contract Documents, the ENGINEER may withhold progress payments until such time as the progress schedule or revised progress schedule, if applicable, is received."

7. SC 2.08

a. Add a new Section in the EJCDC after Section 2.07, as follows:

"2.08 *Construction Conferences*

A. Regular construction conferences shall be held with the ENGINEER or the OWNER to ensure that the Work progresses appropriately and that the OWNER and the ENGINEER are kept apprised of the status of the Work throughout the duration of the Project."

1. Monthly Progress Meetings. Each prime contractor is required to attend monthly, or more frequently as specified in the contract, progress conferences called or scheduled by ENGINEER at the Project Site. Each prime contractor shall be represented at these meetings by both its home office and Project personnel. These representatives shall have the authority to act on behalf of the Contractor. The meetings shall be open to the Subcontractors, materials suppliers, utility company representatives and any others whose presence and participation would contribute toward maintaining required job progress. It shall be the principal purpose of these meetings to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the Project on schedule and to complete the Project within the specified Contract [Time or Times]. Each prime contractor shall be prepared to assess the progress of the Work as required in its particular contract and to recommend remedial measures for correction of the progress as may be appropriate. The ENGINEER, or the representative thereof, shall be the coordinator of the conferences and shall preside as chairman. The ENGINEER will record minutes of the proceedings and decisions, and will distribute copies of minutes to attendees. The Owner and ENGINEER will attend this meeting. The Contractor shall attend this meeting. The agenda will include, as a minimum: review and approve minutes of previous meeting; review progress of work since last meeting; review proposed 30-60 day construction schedule; field observations, problems and conflicts; problems that impede planned progress; corrective measures and/or procedures to regain projected schedule; revise construction schedule as indicated and plan progress during the next work period; submittal status; pending changes; maintenance of quality and work standards; status of community relations and complaint resolution; complete other current business; schedule next progress meeting.

2. Weekly Coordination Meetings. The Contractor shall meet with the ENGINEER at least once per week to ensure efficient coordination of the various aspects of the Work being performed.

3. Other Required Meetings. As the ENGINEER or the Owner believes it is appropriate and would be helpful to maintaining the efficiency and quality of the Work, the ENGINEER or the Owner may schedule a meeting with the Contractor and any other parties. The Contractor shall ensure proper

representation at such meetings to effect their purpose, including sending any specific personnel requested by the ENGINEER or the Owner. Notwithstanding the foregoing, if the Contractor reasonably believes that the progress or quality of the Work will or might be impeded by attendance at the meeting, then the party calling such meeting shall work with the Contractor to reschedule it for a mutually convenient time."

C. ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

1. SC-3.01.

a) In Paragraph 3.01.B:

(i) In the first sentence, second line, after the words "a functionally complete" add the words "and operable."

(ii) In the second sentence, seventh line, delete the word "will" and insert the word "shall" in its place.

b) Add a new Paragraph immediately after Paragraph 3.01.C as follows:

"D. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though included herein. If through mistake or otherwise, any such provision is not inserted correctly, then upon the application of either party, the Contract Documents shall forthwith be physically amended to correct such insertion. If such physical amendment does not occur, however, the correct provision shall be deemed to have been inserted."

2. SC-3.02.

a) In Subparagraph 3.02.A.1, in the sixth line, after the word "Bids", insert the text "or, if Laws or Regulations are different at the time of the Work, then those Laws or Regulations in effect at the time of the Work."

b) Delete Subparagraph 3.02.A.2 in its entirety without substitution.

3. SC-3.03.

Delete Paragraph 3.03.B in its entirety and insert the following in its place:

"B. *Resolving Discrepancies*. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of any standard, specification, manual, code, or instruction of any technical society, organization or association if the standard, specification, manual, code or instruction imposes a weaker or less stringent standard or obligation upon the Contractor or any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work than the Contract Documents

appear to impose; otherwise, the standard, specification, manual, code or instruction of any technical society, organization or association shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of such standard, specification, manual, code or instruction."

4. SC-3.04.

Add a new Paragraph immediately after Paragraph 3.04.B as follows:

"C. The Drawings may be supplemented from time to time with additional Drawings by the ENGINEER as required to illustrate the Work or, as the Work progresses, with additional Drawings by the CONTRACTOR, subject to the approval of the ENGINEER. Supplementary Drawings, when issued by the ENGINEER or by the CONTRACTOR, after approval by the ENGINEER, shall be deemed a part of the Drawings and shall be furnished in sufficient quantity to all those who, in the opinion of the ENGINEER, are affected by such Drawings."

5. SC-3.05.

Add a new Section immediately after Section 3.05 as follows:

"3.06 *Organization of the Documents.*

A. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings, shall not control the CONTRACTOR in dividing the Work among Subcontractors or in establishing the extent of the Work to be performed by any trade or party."

D. ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

1. SC-4.01.

Add a new Paragraph immediately after Paragraph 4.01.C as follows:

"D. If all lands, easements and rights-of-way are not obtained as herein contemplated before construction begins, CONTRACTOR shall begin the Work upon and within such lands, easements and rights-of-way as OWNER has at that time acquired."

2. SC-4.02.

a) In Paragraph 4.02.B, in the second sentence, fifth line, delete the words "is identified in the Supplementary Conditions" and insert the following words in lieu thereof "is provided in the Specifications and Drawings and may be further identified in the Project Manual or Special Conditions."

b) Add a new Paragraph immediately after Paragraph 4.02.B as follows:

"C. *No Reliance by CONTRACTOR on Reports of Subsurface Investigations.* In the preparation of Drawings and Specifications, the ENGINEER has relied upon reports of subsurface investigations as may be attached to the Contract Documents. Such reports are not part of the Contract Documents."

3. SC-4.03.

a) Add a new Subparagraph immediately after Paragraph 4.03.C of the EJCDC General Conditions and replace it, as follows:

"C. *Possible Price and Time Adjustments:*] Subsurface information, if provided by the OWNER to the CONTRACTOR, is provided for the sole purpose of placing the CONTRACTOR in receipt of all information available to the OWNER and the ENGINEER, and such information is not to be considered as part of the Contract Documents. CONTRACTOR acknowledges that it has interpreted the subsurface information according to its own judgment in bidding the Work and that it did not rely on the subsurface information provided to it in making its bid. The CONTRACTOR acknowledges that it assumes all risks contingent upon the nature of the subsurface conditions actually to be encountered by it in performing the Work required by the Contract, even though such actual conditions may result in the Contractor performing more or less Work than originally anticipated. Unless the Owner specifically agrees in writing, neither the Contract [Time or Times] nor the Contract [Sum or Price] shall be adjusted on the basis of the actual subsurface conditions being different than as revealed in the subsurface information provided to the CONTRACTOR by the OWNER."

4. SC-4.05.

a) In Paragraph 4.05.A:

(i) In the third sentence, tenth line, after the words "reference point" insert the text ", survey markers, property corners, right of way monuments."

(ii) At the end of the third sentence, fourteenth line, replace the words "professionally qualified personnel" with "a North Carolina Professional Land Surveyor (PLS)".

b) Add a new Paragraph immediately after Paragraph 4.05.A as follows:

"B. ENGINEER may check lines, elevations, reference marks, batter boards, and the like, set by CONTRACTOR. CONTRACTOR shall correct any errors disclosed by such check as directed by the ENGINEER. No such check shall be deemed an approval of CONTRACTOR's work, nor shall it relieve CONTRACTOR of the responsibility for accurate construction of the entire Work. CONTRACTOR shall furnish personnel to assist ENGINEER in checking lines and grades. If CONTRACTOR through the course of its Work discovers information leading it to believe that such reference points are in error or that there has been a mistake in survey data, CONTRACTOR shall immediately notify ENGINEER and OWNER."

5. SC-4.06.

a) In Paragraph 4.06.A, in the first sentence, second line, delete the word "Supplementary" and insert the word "Project Manual" in its place.

b) In Paragraph 4.06.B, in the second sentence, sixth line, delete the word "Supplementary" and insert the word "Project Manual" in its place.

c) In Paragraph 4.06.C, in the first sentence:

(i) In the first line, insert the text "Except as otherwise described in the Contract Documents," as the beginning of the sentence.

(ii) In the third line, delete the word "which" and insert the word "that" in its place

(iii) At the end of the first sentence, add: ", provided that CONTRACTOR uses reasonable care in its operation equivalent to the care used by similar contractors in the locality."

d) In Paragraph 4.06.G, in the second sentence, seventeenth line, delete the reference to Paragraph "4.06.E" and insert "4.06.G" in its place.

e) In the first sentence, delete the word "and" before "(ii)", and add the following after the word "responsible" at the end of the sentence:

", and (iii) was known by the OWNER to exist."

f) In Paragraph 4.06.H, in the second sentence, twelfth line, delete the reference to Paragraphs "4.06.F" and insert "4.06.H" in its place.

2. SC-4.07.

Add a new Section immediately after Section 4.06 as follows:

"4.07 *Existing Utilities*

A. The CONTRACTOR shall be responsible for the location and verification of all utilities prior to construction, both public and private, within the Site. Prior to commencing construction, the CONTRACTOR shall walk the Site verifying the location of all utilities in order to determine which utilities the CONTRACTOR may deem to be in conflict with the Work. At the completion of the walk-through, the CONTRACTOR shall notify the ENGINEER in writing of any such conflicts. The CONTRACTOR shall also attend monthly progress meetings with the OWNER or ENGINEER, and utility company representatives if appropriate, to discuss potential and/or existing conflicts on all roadway and utility portions of the Work, unless such meeting is waived for a particular month or for the duration of the Project by the ENGINEER. At the option of the OWNER, such meetings may occur in connection with any monthly progress meetings established pursuant to Subparagraph 2.08.A.2.

B. Where existing utilities and structures are indicated on the Drawings, it shall be understood that all of the existing utilities and structures affecting the Work may not be shown and that the locations of those shown are approximate only. It shall be the responsibility of the CONTRACTOR to ascertain the actual extent and exact location of the existing utilities and structures. In every instance, the CONTRACTOR shall notify the proper authority having jurisdiction and obtain all necessary directions and approvals before performing any Work in the vicinity of existing utilities.

C. The Work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary connections shall be provided, as required, to ensure that no interruption of existing services occurs. Any damage resulting from the Work shall be promptly repaired by the CONTRACTOR at its own expense in a manner approved by the ENGINEER and further subject to the requirements of any

authority having jurisdiction. Where it is required by the authority having jurisdiction that such jurisdiction perform its own repairs or have them done by others, the CONTRACTOR shall be responsible for the costs thereof."

7. SC 4.08

Add a new Section immediately after Section 4.07 (created above) as follows:

"4.08 *Miscellaneous Site Conditions*"

"A. Construction Staking and Surveying. The OWNER will perform all construction surveying and staking as called for in the Contract Documents unless a bid item for construction surveying is included in the itemized Proposal. All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Drawings or as directed by the ENGINEER.. Elevations of existing ground, structures and appurtenances are believed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake-out survey shall be referred immediately to the ENGINEER for interpretation or correction.

B. The CONTRACTOR shall provide and maintain substantial survey markings delineating easement and property boundaries during construction. These markings shall be in place and approved by the ENGINEER prior to beginning construction activities. C. Water for Construction. Water needed for construction of the Work may be obtained from the Town of Holly Springs at no charge to the CONTRACTOR. The CONTRACTOR shall be responsible for transporting water. The CONTRACTOR shall contact the Holly Springs Department of Public Works to have a hose and meter installed so as to obtain water. The CONTRACTOR shall not operate any main valve or fire hydrant on the Town water system except in accordance with Town of Holly Springs Policy Statement No. P-005.

D. The CONTRACTOR is advised to perform video inspections and take photographs of the proposed construction areas before disturbing the Site in order to establish an accurate record of the pre-construction conditions for comparison the final restoration work.

E. The CONTRACTOR shall continually notify members of the public that own or occupy private property that may be affected by the scheduled Work that affects their property. The OWNER will distribute a letter to all property owners that will be affected by the proposed Work describing the Project. When construction begins, the CONTRACTOR shall notify residents at least 72 hours in advance of when their property will be directly affected by the Work, with continual updates as required by the progress of the Work. In the event of planned utility service disruptions, the Town's Public Works and Utilities Department, or other affected utility provider, shall also be notified. At a minimum, the CONTRACTOR shall distribute door hangers to all residents in the affected area before mobilizing on the Site and then distribute follow-up notices at least 3-days before residents are directly affected by the planned Work. The door hangers shall be provided by the Owner and will include information deemed necessary by the

OWNER.

C. ARTICLE 5 – BONDS AND INSURANCE

1. SC-5.00.

Add a new Paragraph at the beginning of Article 5 as follows:

"5.00 *Evidence of Bonds and Insurance Required Prior to the Work*

All evidence of bonds and insurance required in this Article shall be provided prior to the CONTRACTOR or its Subcontractors commencing the Work or making or accepting delivery of materials or equipment to the Site. Failure of the CONTRACTOR to timely obtain and deliver evidence of bonds and insurance as described herein shall not excuse CONTRACTOR from adhering to the progress scheduling for the Work, and any such resulting failure of the CONTRACTOR to adhere to the progress schedule or the Contract Times shall entitle the OWNER to such sanctions and remedies as are provided elsewhere in the Contract Documents for insufficient progress on the Work."

2. SC-5.01.

f) In Paragraph 5.01.A:

(i) In the first sentence, insert the following text at the beginning of the sentence:

"Concurrent with the execution of this Contract,".

(ii) In the first sentence, first line, after the word "furnish" insert the text:

"and maintain, at the CONTRACTOR's cost and expense,".

(iii) In the second sentence, sixth and seventh lines, after the words "date when final payment becomes due," insert the words "pursuant to Paragraph 14.07.C".

g) In Paragraph 5.01.C, in the first sentence, fifth line, delete the number "20" and insert in lieu thereof the text "five (5) business".

3. SC-5.02.

In Paragraph 5.02.A, in the second sentence, seventh line, after the words "surety and insurance companies shall also" insert the text "be approved by the OWNER and".

4. SC-5.03.

Add the following two new Paragraphs immediately after Paragraph 5.03.A as follows:

"B. The CONTRACTOR shall provide to the OWNER, insurance certificates or other evidence that all Subcontractors are carrying the required insurance. In lieu of each Subcontractor being required to carry the necessary insurance, the CONTRACTOR may insure the activities of its Subcontractors under its policy(ies). In such case, evidence of such coverage shall be provided on

the CONTRACTOR's insurance certificates. Subcontractors shall in all cases, however, provide workers' compensation and employer's liability insurance and motor vehicle liability insurance.

C. An authorized representative of the insurance company(ies) providing coverage required herein shall certify that all of the required insurance coverages and amounts specified in the Contract Documents are provided by the submitted policies. The certification shall be signed by the authorized representatives of the insurance company(ies) and notarized. The authorized representative of the insurance company(ies) shall specifically indicate with the submittal which of the policies submitted fulfill which specific coverage and amounts specified under Sections 5.04 and 5.05 of the Contract. The certification, including the correlation, shall be furnished and included with the insurance certificates. One (1) copy of each such insurance policy and the certificates indicating each type of coverage mentioned, and the correlation between the insurance furnished and that required, shall be provided to each insured party.

The insurance required to be provided by the Contractor (except Worker's Compensation and Employer's Liability insurance) shall name the following as additional insureds as primary without contribution:

_____ Architect

_____ Engineer's Consultant

√ The Town of Holly Springs _____

___ Engineer

___ Architect's or

Other: _____.

5. SC-5.04.

a) Rename Section 5.04, "*CONTRACTOR's Liability and Property Insurance.*"

b) In Subparagraph 5.04.A.6, add the following words at the end of the Subparagraph:

"in the prosecution of the Work".

c) In Paragraph 5.04.B:

(i) In Subparagraph 5.04.B.6, delete the word "and" at the end of the Subparagraph.

(ii) In Subparagraph 5.04.B.7, delete the "." at the end of the Subparagraph and insert a ";" in its place.

(iii) Add four new Subparagraphs immediately after Subparagraph 5.04.B.7 as follows:

"8. include builder's risk/fire and extended coverage insurance, including coverage for vandalism and malicious mischief for the life of the Contract upon all Work in place and all materials at the Site;

9. include special hazards insurance covering bodily injury and property damage resulting from blasting and explosions, collapse of or structural injury to any structure, and

damage to underground structures, pipes or conduits due to the CONTRACTOR's or its Subcontractor's operations;

10. contain provisions or endorsements that:

    a) the OWNER shall be notified in writing within thirty (30) days after the filing of each claim under the policy;

    b) full coverage shall be reinstated after payment of each claim;

    c) the insurer shall have no right of recovery or subrogation against the OWNER, its agents or agencies, or the ENGINEER, it being the intention of the parties that the insurance policies shall protect both the OWNER and the ENGINEER and be primary coverage for any and all losses covered by the policies;

    d) the clause "other insurance provisions" in a policy in which the OWNER, its agents or agencies, or the ENGINEER is named as an insured, shall not apply to such insured parties;

    e) the insurance companies issuing the policy or policies shall have no recourse against the OWNER, its agents or agencies, or the Engineer for the payment of any premiums or for assessments under any form of policy; and

    f) any and all deductibles under the insurance policies shall be assumed by and be at the sole risk and expense of the CONTRACTOR; and

11. contain the following Indemnification Agreement, endorsed on the reverse sides of all certificates of insurance:

    'Indemnification - To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their agents, consultants and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (b) is due to damage caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not a party indemnified hereunder is partially negligent, or arises out of operation of law as a consequence of any act or omission of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether any of them has been negligent; provided, however, that no party shall be entitled to indemnification with respect to such party's own negligence. This provision is intended to indemnify to the fullest extent permitted by law both OWNER and ENGINEER independently of the negligence of the other and thus the OWNER's negligence shall not preclude indemnification by CONTRACTOR of the ENGINEER, and ENGINEER's negligence shall not preclude indemnification by CONTRACTOR of OWNER.'"

d) Add a new Paragraph immediately after Paragraph 5.04.B of the EJCDC General Conditions , as follows:

C. SPECIFIC INSURANCE REQUIREMENTS

1. The Contractor shall provide insurance coverage for the Town as additional insured to be treated as primary insurance without contribution in amounts not less than the following amounts, and greater coverage where required by law.

Check if Required	Insurance	Minimum Coverage
√	Worker's Compensation	[Statutory Minimum]
√	Employer's Liability	$1,000,000
	Comprehensive General Liability including Premises/Operations; Explosion, Collapse and Underground Property Damages; Products/Completed Operations; Broad Form Contractual; Independent Contractors; Broad Form Property Damage; and Personal Liability:	
√	(1) Bodily Injury	$1,000,000 Each Occurrence $2,000,000 Annual Aggregate
√	(2) Property Damage	$1,000,000 Each Occurrence
Check if Required	Insurance	Minimum Coverage
		$1,000,000 Annual Aggregate

√	(3) Personal Injury, with employment exclusion deleted	$1,000,000 Annual Aggregate
	Comprehensive Motor Vehicle Liability, including all owned (private and others), hired and non-owned vehicles used in the Work:	
√	(1) Bodily Injury	$1,000,000 Each Person $2,000,000 Each Accident
√	(2) Property Damage	$1,000,000 Each Occurrence
√	Completed Operations Hazard Insurance	Contract [Sum or Price] or $1,000,000 if greater
	Builder's Risk/Fire and Extended Coverage, including vandalism and malicious mischief	Contract [Sum or Price] or $1,000,000 if greater
√	Special Hazards Insurance, including coverage for "boiler and machinery", "blasting and explosion", "collapse of structure" or "injury to any structure due to contractor's operations" and "damage to underground structures, pipes or conduits"	Contract Amount or $1,000,000, whichever is greater
√	Umbrella Liability	$5,000,000 per occurrence and policy aggregate limit

2. The comprehensive general liability insurance and comprehensive motor vehicle disability insurance shall include Owner, its agents and agencies, ENGINEER and ENGINEER'S Consultant and all municipalities where Work is being performed as additional insureds as primary without contribution. The insurance policies required hereunder shall not contain any third party benefit exclusion.

3. Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be

purchased and maintained in accordance with this Paragraph. Evidence of such excess liability shall be delivered to OWNER in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance. The umbrella liability insurance shall have a combined single limit of not less than $5,000,000.

4. If any of the property and casualty insurance requirements described herein are not complied with at the renewal dates of the insurance policy(ies), then payments to the Contractor shall be withheld until all requirements have been met, or, at the option of the Owner, if the renewal premiums have not been paid, then the Owner may pay the renewal premiums and withhold the cost thereof from any monies due to the Contractor.

5. In the event that claims in excess of the coverage amounts provided herein are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the OWNER.

6. The CONTRACTOR shall submit to the OWNER documentation as to the cost of insurance coverage required hereunder prior to obtaining the policy(ies). The OWNER may, if it deems it to be in its best interest, obtain a portion or all of the coverage on its own and receive a credit from the CONTRACTOR against the Contract Sum for the cost of the insurance so provided by the OWNER."

6. Delete Paragraph 5.05.A of the EJCDC General Conditions, in its entirety, and replace it with the following:

"A. CONTRACTOR shall purchase and maintain a separate OWNER'S Protective Liability policy, issued to OWNER at the expense of CONTRACTOR, including OWNER and ENGINEER as named insured as primary coverage without contribution. The CONTRACTOR shall provide the OWNER with a certificate of insurance for the policy prior to the effective date of the CONTRACT. The certificate shall state that the policy cannot be canceled or terminated while the Work under this Contract, and any renewals thereof, is still in progress without 30 days' prior notice to the OWNER, who shall have the option of reinstating the policy. The CONTRACTOR shall provide renewal certificates no later than 30 days prior to the expiration date of the policy. The policy of insurance shall provide coverage for not less than the following amounts:

1.	Bodily Injury	$1,000,000	Each Occurrence
2.	Property Damage	$1,000,000	Each Occurrence
		$1,000,000	Annual Aggregate"

7. SC-5.06.

a) Rename Section 5.06, "*Additional Insurance.*"

b) Delete Paragraph 5.06.A in its entirety and insert the following in its place:

"A. OWNER, CONTRACTOR and ENGINEER, each at their own option and expense, may purchase and maintain any additional insurance it deems necessary or prudent to protect its interests in connection with the Work. Expenses of such insurance and any deductibles shall not constitute a portion of the Contract Price but are to be borne entirely by the party obtaining such insurance."

c) Delete Paragraphs 5.06.B through 5.06.E in their entirety without substitution.

8. SC-5.07.

a) Delete Paragraph 5.07.A in its entirety and insert the following in its place:

"A. Intentionally Omitted."

b) Delete Paragraph 5.07 B in its entirety and insert the following in its place:

"B. Intentionally Omitted."

c) Delete Paragraph 5.07 B in its entirety and insert the following in its place:

"C. Intentionally Omitted."

9. SC-5.08.

Delete Section 5.08 in its entirety and insert the following in its place:

"5.08 Intentionally Omitted."

10. SC-5.09.

Delete Paragraph 5.09.A in its entirety and insert the following in its place:

"A. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with this Article 5 on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten (10) days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.05. CONTRACTOR shall provide such additional information in respect of insurance provided by CONTRACTOR as OWNER may reasonably request. Failure of OWNER to notify CONTRACTOR of its objection shall not constitute a waiver of any condition of a bond, insurance coverage, or any other covenant contained in the Contract Documents."

11. SC 5.10.

Delete Paragraph 5.10 in its entirety and insert the following in its place:

"Intentionally Omitted."

F. ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

1. SC-6.01.

a) In Paragraph 6.01.A, in the second sentence, twelfth line, after the word "Documents," add the following:

", unless the CONTRACTOR knew or should have known of a mistake, error, flaw, miscalculation, or the like, in the design or specification at the time of the making of the Agreement and failed to notify the OWNER and the ENGINEER thereof."

b) Insert the following two Paragraphs immediately after Paragraph 6.01.B:

"C. *Project Manager and Superintendent:* The CONTRACTOR's project manager and the CONTRACTOR's superintendent shall be full-time employees of the CONTRACTOR. The project manager and the superintendent shall each have a minimum of five years' experience constructing projects similar to the Project. The project manager's and the superintendent's previous work performances must, respectively, be acceptable to the OWNER as to quality of workmanship and time of performance. The CONTRACTOR shall submit resumes of the project manager and the superintendent to the OWNER at the time the Contract is signed. If either person is or becomes unacceptable to the OWNER, the CONTRACTOR, upon written demand by the OWNER, shall promptly remove the unacceptable person and shall appoint a replacement satisfactory to the OWNER."

D. *Multi-prime Contract Projects:*

1. The general contractor, or any other contractor specifically named by OWNER, shall act as the Project Expediter, responsible for preparing the Project Schedule, including coordinating the progress schedules of the other prime contractors and their subcontractors, ensuring that each prime contractor and subcontractor adheres to its schedule, and communicating regularly with the ENGINEER or the OWNER regarding any concerns that arise during the course of the Project, including, without limitation, the scheduling, adherence to the Drawings, the Specifications and/or the Project Manual.

2. All prime contractors shall be required to cooperate and consult with other contractors and with the Project Expeditor during the construction of the Project. Each prime contractor shall schedule and execute its portion of the Work so as to cause the least delay to other contractors. Each prime contractor shall be financially responsible to the other prime contractors for undue delay caused by it to other prime contractors and subcontractors on the Project."

2. SC-6.02.

a) Delete Paragraph 6.02.A in its entirety and insert the following in its place:

"A. CONTRACTOR is responsible for expediting the Work efficiently and effectively and with due care to the quality of the Work. CONTRACTOR shall ensure that at least half of the Work is performed with CONTRACTOR's employees. CONTRACTOR shall employ only competent, suitably qualified persons to perform the Work. CONTRACTOR shall at all times maintain good discipline and order at the Site. Whenever OWNER notifies CONTRACTOR in writing that any person on the Project appears to be incompetent, disorderly, or otherwise unsatisfactory, such person shall be removed from the Project and shall not again be employed on it except with the prior written consent of OWNER. No adjustment shall be made in the Contract Price or the Contract Times on the basis of the removal of such person from the Project."

b) In Paragraph 6.02.B:

(i) In the first sentence, fifth line, of Paragraph 6.02.B, delete the text "overtime work" from the sentence and keep the remaining text.

(ii) Insert the following five sentences after the first sentence:

"'Regular Working Hours' are defined as 8 hours per day, Monday through Friday, excluding holidays, between the hours of 7:00 AM and 6:00 PM. Requests to work other than Regular Working Hours shall be submitted to ENGINEER not less than 48 hours prior to any proposed additional daily working hours (including second and third shifts), weekend work or scheduled extended work weeks. All requests to work other than Regular Working Hours must comply with all applicable regulations and ordinances.
ENGINEER shall review requests, and ENGINEER shall either (1) deny the request or (2) provide CONTRACTOR with terms for additional engineering and/or inspection costs to be paid for by CONTRACTOR as a result of overtime work in excess of the Regular Working Hours. CONTRACTOR shall agree to ENGINEER's terms prior to ENGINEER approving CONTRACTOR's request to work other than Regular Working Hours."

c) Insert the following two Paragraphs immediately after Paragraph 6.02.B. as follows:

"C. This Agreement is subject to the applicable provisions of the Contract Work Hours and Safety Standards Act, Public Law 87-581, 87th Congress. Neither the CONTRACTOR nor any Subcontractor contracting for any part of the Work shall require or permit any laborer or mechanic to be employed on the Work in excess of forty hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times that person's basic rate of pay for all hours worked in excess of forty hours in such work week.

D. CONTRACTOR and all Subcontractors shall, insofar as practicable, give preference in the hiring of workers for the Project: 1) according to the Minority Outreach Plan as specified in the Contract Documents; and 2) to qualified local residents, with first preference being given to citizens of the United States who have served in the armed forces of the United States and have been honorably discharged therefrom or released from active duty therein."

E. The cost of such overtime Work or the performance of Work on a Saturday, Sunday, or any legal holiday shall be borne by the CONTRACTOR. CONTRACTOR shall reimburse the

OWNER for additional engineering and/or inspection costs incurred as a result of overtime work in excess of the Regular Working Hours stipulated herein. At Owner's option, overtime costs may either be deducted from the CONTRACTOR's monthly payment request or deducted from the CONTRACTOR's retention prior to release of final payment. Overtime costs for the OWNER's personnel shall be based on the individual's current overtime wage rate. Overtime costs for personnel employed by the ENGINEER or OWNER's employees or independent testing laboratory shall be calculated in accordance with the terms of their respective contracts with the ENGINEER or the OWNER.

F. Temporary lighting and all other facilities necessary for performing and inspecting the Work outside of Regular Working Hours shall be furnished and maintained by the CONTRACTOR at the CONTRACTOR's expense.

G. Work shall not be performed when the weather is inclement, stormy, freezing or otherwise unsuitable. Only such Work as will not suffer injury to workmanship, materials or equipment is permitted. The CONTRACTOR shall carefully protect all Work against damage or injury from the weather, and when Work is permitted during freezing weather, shall provide and maintain approved facilities for heating the materials and equipment and for protecting the finished Work. The CONTRACTOR shall take all necessary precautions (in the event of impending storms) to protect all Work, materials, and equipment from damage or deterioration due to floods, driving rain, wind or snowstorms. The OWNER reserves the right, upon the advice of the ENGINEER, to order that additional protective measures over and beyond those proposed by the CONTRACTOR be taken to safeguard all components of the Project. The CONTRACTOR shall have no right to nor make any claim for compensation for such precautionary measures so ordered, nor have a right to or make any claim for compensation from the OWNER for damage to the Work from weather elements.

H. The mixing and placing of concrete or pavement courses, the laying of masonry, and installation of sewers and water mains shall be stopped during rainstorms, if ordered by the ENGINEER; all freshly placed Work shall be protected by canvas or other suitable covering in such manner as to prevent running water from coming in contact with it. Sufficient coverings shall be provided and kept ready at hand for this purpose. CONTRACTOR shall not be entitled to an increase in Contract Times due to Work stoppage and other time not spent working pursuant to this Paragraph."

3. SC-6.03.

a) Add the following text at the end of Paragraph 6.03.A:

"The CONTRACTOR shall provide temporary toilet facilities for the use of all workmen. Temporary toilet facilities shall comply with local and state sanitation laws and regulations."

b) Add the following text at the end of Paragraph 6.03.B:

"All construction shall conform (in increasing order of priority in the event of any conflict) to the requirements and dimensions in the Town of Holly Springs 'Engineering Design and Construction Standards', the Town Code of the Town of Holly Springs, this Contract, the construction plans, and the Specifications. All materials and workmanship, except as otherwise provided herein, shall be in accordance with the latest edition of the North Carolina Department

of Transportation 'Standard Specifications for Roads and Structures,' and all addenda thereto, and the Town of Holly Springs 'Engineering Design and Construction Standards.'"

c) Add three new Paragraphs immediately after Paragraph 6.03.B as follows:

"C. *Delivery of Equipment and Materials:* All materials and equipment delivered to the Site shall be accompanied by certificates, signed by an authorized officer of the Supplier, and notarized, guaranteeing that the materials and equipment conform to Specifications requirements. Such certificates shall be immediately turned over to the ENGINEER. Materials and equipment delivered to the Site without such certificates shall be subject to rejection by the ENGINEER. The CONTRACTOR shall ensure that equipment and materials to be incorporated in the Work shall be delivered to the Site sufficiently in advance of their installation and use in order to prevent delay in the execution of the Work, and that they shall be delivered to the Site, as nearly as is feasible, in the other required for executing the Work. The CONTRACTOR shall provide for continuity of supply to avoid changes of supplies or manufacturers or changes in brands of materials during the Work. The CONTRACTOR shall deliver packaged materials to the Site in the manufacturer's original, unopened, labeled containers and shall not open such containers until the approximate time for the use of the contents.

D. *Storage and Protection of Equipment and Materials:* The CONTRACTOR shall protect all equipment and materials from deterioration and damage. Any equipment or materials of whatever kind that may have become damaged or deteriorated from any cause shall be removed and replaced by new and satisfactory items, at the CONTRACTOR'S expense, including expenses of labor and materials for such removal and replacement. The CONTRACTOR shall store all equipment and materials at the Site in accordance with the manufacturer's recommendations, as directed by the ENGINEER, and in conformity with applicable statutes, ordinances, regulations and rulings of any public authority having jurisdiction. The CONTRACTOR shall store the cementitious and wood materials in dry, weather-tight, ventilated spaces. The CONTRACTOR shall store ferrous materials so as to prevent contact with the ground and to prevent rusting and damage from weather. The CONTRACTOR shall store masonry materials so as to prevent them from coming in contact with earth or staining materials and shall cover and protect such materials against weather, moisture, neglect and damage. The CONTRACTOR shall protect materials and equipment from equipment damage, weather, moisture, neglect, and construction operations. The CONTRACTOR shall store all equipment and materials at the Site in the accordance with the manufacturer's recommendation, as directed by the ENGINEER, and in conformity with applicable statutes, ordinances, regulations, and ruling of any public authority having jurisdiction. The CONTRACTOR shall not store unnecessary materials or equipment on the Site and shall take care to prevent any structure from being loaded with a weight that may endanger its security or the safety of persons and property. If the Site is such that equipment and materials cannot be safely stored at the Site, then the CONTRACTOR shall be responsible for locating and providing storage areas for equipment and materials. Such storage shall comply with all applicable statutes, ordinances, regulations and rulings of public authorities having jurisdiction.

E. *Hazardous Material:* The operations of neither the CONTRACTOR nor any Subcontractor shall expose any Town of Holly Springs employees or other person to any hazardous chemicals or other occupational safety or health hazards. The CONTRACTOR shall inform the ENGINEER about any hazardous substances that the CONTRACTOR or the Subcontractors

might be using and to which the Town of Holly Springs' employees might become exposed. The CONTRACTOR shall also advise the ENGINEER of the appropriate control measures to be used by the Town of Holly Springs' employees to prevent exposure to such substances and to minimize the risks of such exposure. The OWNER shall not be responsible for any improper use of materials or substances referenced in the Contract Documents nor for any materials or substances brought to the Site by CONTRACTOR."

4. SC-6.04.

a) Add a new Paragraph immediately after Paragraph 6.04.A as follows:

"B. If the CONTRACTOR does not take the necessary action to accomplish the Work according to the progress schedule established in accordance with Paragraph 2.07, the CONTRACTOR may be ordered by the ENGINEER in writing to take necessary and timely action to improve its Work progress, and CONTRACTOR shall take such action. The ENGINEER's order may include increasing Work forces, providing extra equipment, working extra shifts, or taking other action as required. Should the CONTRACTOR refuse or neglect to take such action or fail to accomplish improvements in meeting the progress schedule, the ENGINEER may take any action authorized under this Contract, including but not limited to withholding of payment of the Contract Price and termination of the Contract."

5. SC-6.05.

a) Add the following sentence after the first sentence of Paragraph 6.05.A:

"It is the intent of the parties that the CONTRACTOR shall provide materials of the highest standard known to the trade and to provide materials free from defects in workmanship and product."

b) In Subparagraph 6.05.A.2.d:

(i) At the end of the first sentence, add the text: ", at least 14 days before such substitute item of material or equipment is to be brought to the Site."

(ii) After the first sentence, insert the following sentence:

"The application shall include sufficient documentation and samples to allow the ENGINEER to determine the acceptability of the proposed substitute item of material or equipment."

(iii) After the last sentence in paragraph 6.05B add the following:

"The substitution shall not be allowed without written approval of the OWNER, in its sole discretion."

6. SC-6.06.

a) Delete Paragraphs 6.06.A and 6.06.B in their entirety and insert the following in their place:

"A. CONTRACTOR shall make a good faith effort to utilize minority business enterprises (MBEs) per North Carolina General Statutes Section 143-128, *et seq.*, as Subcontractor for the Work. CONTRACTOR shall submit for approval to the OWNER and the ENGINEER, within ten (10) days after the issuance of the Notice of Award, a list of the names of Subcontractors and Suppliers of principal items of material and equipment. CONTRACTOR shall also submit for approval to the OWNER and the ENGINEER a list of the names of any additional or replacement Subcontractors and Suppliers the CONTRACTOR wishes to use in connection with the Project prior to utilizing their services. The ENGINEER or OWNER shall notify the CONTRACTOR within ten (10) days after receipt of the list of any reasonable objections to any Subcontractor or Supplier. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization, (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER may have reasonable objection. Acceptance of any Subcontractor, other person or organization by OWNER shall not constitute a waiver of any right of OWNER to reject defective Work or remove such person from the Project pursuant to Paragraph 6.02.A.

b) Add a new sentence at the end of Paragraph 6.06.E as follows:

"Notwithstanding the foregoing, however, OWNER or ENGINEER may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, information about amounts paid on their behalf to CONTRACTOR in accordance with CONTRACTOR's Applications for Payment."

7. SC-6.07.

At the end of Paragraph 6.07.A, add the following sentence:

"In the event of any claim or action by law on account of such patents or fees, it is agreed that the OWNER may retain out of the monies that are due or that may become due to the CONTRACTOR under this Contract, a sum of money sufficient to protect the OWNER against loss, and to retain the same until said claims are paid or are satisfactorily adjusted."

8. SC-6.08.

a) In Paragraph 6.08.A from the eighth line to the end of the Paragraph, delete the text: "or if there are no Bids.....plant investment fees.", and insert in lieu thereof: ", and the CONTRACTOR shall pay all charges of utility owners for connections to the Work."

9. SC-6.09.

a) In Paragraph 6.09.A, delete the first sentence and insert in lieu thereof the following two sentences:

"The CONTRACTOR shall, at all times, observe and comply with and shall cause all of its agents and employees and all of its Subcontractors to observe and comply with all such existing Laws or Regulations. The CONTRACTOR shall protect and indemnify the OWNER and the ENGINEER and the municipalities and counties in which Work is being performed, and their officers and agents, against any claim, fee, civil penalty, fine or liability arising from or based on the violation of any such Law or Regulation, whether by the CONTRACTOR or its employees or any of its Subcontractors."

b) In Paragraph 6.09.B:

(i) In the first sentence, seventh line, insert ", including all fines, fees, charges, civil penalties and the like assessed against the CONTRACTOR and/or the OWNER by any governmental unit or agency (including, without limitation, the OWNER in its capacity as a municipal corporation)" after "arising out of or relating to such Work."

(ii) Insert the following sentence prior to the first sentence of the Paragraph:

"If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, it shall give ENGINEER prompt written notice thereof."

c) Add a new Paragraph immediately after Paragraph 6.09.C as follows:

"D. *Fines for Noncompliance with Sedimentation and Erosion Control Regulations*: The CONTRACTOR should be aware that State laws and Town ordinances provide for the imposition of fines and other civil penalties for the failure to properly plan, implement and maintain appropriate sedimentation and erosion control practices. The CONTRACTOR shall familiarize itself with all applicable sedimentation and erosion control regulations and shall follow and abide by them closely. Applicable regulations include (by way of illustration and not limitation) North Carolina General Statutes Section 113A-50 *et seq.* and Town of Holly Springs Ordinances. Violations of such regulations include (by way of illustration and not limitation) grading without prior receipt of a valid grading permit or in a manner inconsistent with such permit, failure to take reasonable measures to protect public or private property from damage caused by failure to retain sediment on site, failure to install adequate erosion and sedimentation control devices, failure to maintain temporary and/or permanent erosion control measures, failure to protect exposed slopes, failure to provide adequate ground cover, failure to revise the erosion and sedimentation control plan after notification of the need to do so, failure to keep dirt and mud off of public streets, and failure to maintain slopes. Sedimentation and erosion control laws and ordinances shall be considered among the Laws and Regulations described in Paragraph 6.09.B hereof, and CONTRACTOR shall perform all Work so as to be in compliance with same and pay all fees, fines and civil penalties in connection with the violation(s) of same that do occur. This provision is intended to call CONTRACTOR's attention to State and Town sedimentation and erosion control plans, and nothing herein is intended to impliedly limit the types of regulations deemed to be Laws and Regulations herein, nor is anything herein intended to limit the applicability of Paragraph 6.09.A or 6.09.B as to sedimentation and erosion control laws."

10. SC-6.10.

a) At the end of Paragraph 6.10.A, add the following text:

"Use tax is due on construction equipment brought into North Carolina for use in the performance of the Work (N.C. Revenue Laws G.S. 105-164.4 and 105-164.6). CONTRACTOR is also liable for payment of applicable privilege licenses (N.C. Revenue Laws G.S. 105-54) and for payment of applicable franchise, corporate income and withholding taxes (N.C. Revenue Laws, G.S. 105-122, 105-123, 105-134, and 105-163.2). The absence of mention of any specific tax herein in no way relieves the CONTRACTOR of its obligation to pay the same."

b) Add two new Paragraphs immediately after Paragraph 6.10.A as follows:

"B. Refunds of all North Carolina sales and use taxes paid in the purchase of building materials, supplies, fixtures and equipment that become a part of or annex to buildings or structures being erected, altered or repaired under contracts with the OWNER are to be made to the OWNER in accordance with state law. Thus, the following procedures shall be followed in order that the OWNER may recover the full amount of the North Carolina sales use and taxes permitted to be refunded to it under the law.

1. It shall be the CONTRACTOR's responsibility to furnish the OWNER documentary evidence showing the material used and sales tax paid by the CONTRACTOR and each of its Subcontractors and Suppliers.

2. With each partial payment request submitted at the end of a calendar month, fiscal year or final payment, the CONTRACTOR must furnish (i) a certified and notarized statement setting forth the cost of the property purchased from each vendor and the amount of sales and/or use tax paid thereon, and (ii) documentary evidence supporting the statement, including copies of invoices for which the statement is being submitted, with invoice numbers indexed to the statement.

3. The statement shall show all taxes and assessments paid to the State of North Carolina, the County of Wake, and the Town of Holly Springs, including the North Carolina Sales Tax and the Town of Holly Springs Tax, and the statement shall list any payments made directly to the North Carolina Department of Revenue.

4. In the event the CONTRACTOR makes several purchases from the same vendor, the statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the sales and use taxes paid thereon.

5. Such statement must include the cost of any tangible personal property withdrawn from the CONTRACTOR's warehouse stock and the amount of sales or use tax paid thereon by the CONTRACTOR.

6. Similar certified statements by its Subcontractors must be obtained by the prime
CONTRACTOR and furnished to the OWNER.

7. If no tax has been paid during the pay request period, 'NONE' shall be entered on the tax form.

C. Materials used in the Project from the CONTRACTOR's as Subcontractor's warehouse stock shall be billed to the OWNER at warehouse stock prices."

11. SC-6.11.

a) In Paragraph 6.11.A.1:

(i) Add four new sentences immediately after the first sentence as follows:

"Storage of equipment or materials, or erection and use of sheds outside of the Site, if such areas are the property of the OWNER, shall be used only with the OWNER's approval. Such storage or temporary structures, even within the Site, shall be confined to the OWNER'S property. CONTRACTOR shall not utilize property other than the Site, including property designated as easement area or right of way area, unless specifically permitted elsewhere in the Contract Documents, without the express permission of the owner thereof. Such permission of owners of other properties shall not be sought by the CONTRACTOR without the express permission of the OWNER to so approach such owners."

(ii) Add two new sentences at the end of the Subparagraph as follows:

"Prior to commencement of Work in the vicinity of property adjacent to the Site, CONTRACTOR, at its own expense, shall take such surveys as may be necessary or expedient to establish the existing conditions of the property. Any damage or injury occurring to any property as a result of any act, omission or neglect on the part of the CONTRACTOR shall be repaired so that the property is restored in a proper and satisfactory manner, or replaced, by and at the expense of the CONTRACTOR, to an equal or superior condition than previously existed."

b) In Subparagraph 6.11.A.2, add two new sentences at the end of the Subparagraph as follows:

"CONTRACTOR shall be responsible for all costs in connection with the settlement of or defense against such claims. Before final payment under the Contract shall be made to the CONTRACTOR, the CONTRACTOR shall furnish satisfactory evidence to the OWNER that all claims for damage have been legally settled, that sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained."

c) In Paragraph 6.11.B:

(i) In the second sentence, add the following at the end of the sentence:

", and shall include, without limitation, appropriate sedimentation control measures, as applicable."

(ii) Add the following text after the second sentence of Paragraph 6.11.B:

"During construction, the CONTRACTOR shall regularly remove from the Site all accumulated debris and surplus materials of any kind that result from its operations. Unused equipment and tools shall be stored at the CONTRACTOR's yard or base of operations for the Project. When the Work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights of way, easements, or private property, the CONTRACTOR shall, as the Work progresses, promptly backfill, compact, grade, and otherwise restore the disturbed area to a basic condition that will permit resumption of pedestrian or vehicular traffic and any other essential activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed as promptly as possible so that the Site maintains a neat appearance."

d) In Paragraph 6.11.C:

(i) In the first sentence, after the words "clean the Site," insert the words "to a neat and orderly condition meeting or exceeding its appearance prior to construction."

(ii) At the end of the Paragraph, add the following sentences:

"Failure to clean and prepare the Site in accordance with this Paragraph shall forestall CONTRACTOR's right to receive its final payment of the Contract Price. At the Contract Time for full performance of the Work, if the cleaning and preparation is not complete, OWNER may make arrangements for same with a third party. The CONTRACTOR shall reimburse the OWNER for all costs associated with such work in a deduction in the Contract Price or by direct payment from the CONTRACTOR to the OWNER, or a combination of both, at the option of the OWNER."

e) Add three new Paragraphs immediately after Paragraph 6.11.D as follows:

"E. *Traffic to and from the Site*: The CONTRACTOR shall maintain traffic to, from and around the Site in accordance with the Town of Holly Springs Engineering Design and Construction Standards, Section 150 of the NCDOT 'Standard Specifications for Roads and Structures' and the following provisions: At the end of each workday, the CONTRACTOR shall backfill, up to the edge and elevation of existing pavement, any area adjacent to the travelway that has a drop off of more than three (3) inches. The CONTRACTOR shall perform this work at no additional cost to the OWNER. Access to the Site and properties adjacent to the Site shall be maintained at all times throughout the Project. Where driveways, mailboxes and/or other improvements are disturbed, temporary drives, mailboxes and/or other improvements if appropriate shall be installed immediately and maintained until such time as permanent repair to the driveways, mailboxes and/or other improvements is made. An ABC stone base shall be used to maintain temporary driveways. No additional payment shall be made by the OWNER or other parties to the Contract for such temporary driveway construction and maintenance because such Work shall be considered incidental to the Contract and included in the Contract Price.

F. *Work in Streets, Highways and Other Rights of Way:* Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights of way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), and the like, shall be done in accordance with the applicable portions of the Specifications and the requirements of authorities having jurisdiction. The OWNER shall make all arrangements with the proper authorities for such Work, including the obtaining of permits, and shall pay costs associated with such, with the exception of electrical permits, blasting permits and inspections. The CONTRACTOR shall keep a copy of all required permits on the Site at all times. The CONTRACTOR shall be responsible for all bonds required by the North Carolina Department of Transportation.

G. *Final Clean-up and Site Rehabilitation*: Before leaving the Site upon completion of the Work, the CONTRACTOR shall remove from the Site all accumulated debris and surplus materials of any kind that result from the Project, including construction equipment, tools, sheds, sanitary enclosures, and the like. The completed Project shall be turned over to the

OWNER in a neat and orderly condition. The Site shall be rehabilitated or developed in accordance with other sections of the Specifications and the Drawings. In the absence of any portion of these requirements, the CONTRACTOR shall completely rehabilitate the Site to a condition and appearance equal or superior to that which existed just prior to construction, except for those items whose permanent removal or relocation was required in the Contract Documents or so ordered by the OWNER."

H. *Mail Service*: Mail service shall not be interrupted by construction activities. In the event that mailboxes are relocated or temporarily removed, the Contractor must provide alternate methods as approved by the US Postal Service and the Owner for property owners to receive uninterrupted mail service. There will be no separate payments issued for alternate measures required to maintain mail service.

12. SC-6.12.

a) Add a new sentence at the end of Paragraph 6.12.A as follows:

"Failure to furnish the ENGINEER with accurate and detailed record documents shall be grounds for withholding final payment until such record documents have been properly furnished."

b) Add a new Paragraph immediately after Paragraph 6.12.A of the EJCDC General Conditions, as follows:

"B. "Contractor shall maintain 'as-built' record drawings, current with the progress of the Work on the Project site, available for inspection on site, and shall provide them in mylar and electronic format to the ENGINEER and the OWNER prior to Substantial completion."

13. SC-6.13.

a) In Paragraph 6.13.A, add the following text at the end of the first sentence:

", and shall be solely and completely responsible for conditions of the Site, including the safety of all persons and property at the Site, preparatory to and during performance of the Work."

b) In Paragraph 6.13.B:

(i) In the first sentence, second line, after the words "Laws and Regulations," insert the text ", including such safety regulations as may be prescribed from time to time by the ENGINEER, the OWNER or local authorities having jurisdiction,".

(ii) In the first sentence, fourth line, after the text "damage, injury or loss:" delete the word "and".

(iii) In the first sentence, fifth line, after the words "safety and protection", insert the text:

"; and shall, when so directed by the ENGINEER or the OWNER, properly correct any unsafe conditions created by, or unsafe practices being committed on the part of its employees, Subcontractors, Suppliers or any individual or entity directly or indirectly

employed by any of them. The CONTRACTOR shall fully comply with any and all applicable portions of the latest revision of the North Carolina Division of Highway 'Policies and Procedures for Accommodating Utilities on Highway Right of Way.' In the event of the CONTRACTOR'S failure to comply with any of the safety precautions referenced herein or in the Contract Documents, the ENGINEER or OWNER may take the necessary measures to correct the conditions or practices complained of; and all costs thereof will be deducted from the Contract Price due the CONTRACTOR. Failure of the ENGINEER to direct the correction of unsafe conditions or practices shall not relieve the CONTRACTOR of its responsibility hereunder."

(iv) In the third sentence, delete the seventeenth line, now reading:
"CONTRACTOR (except damage or loss attributable to the"

and insert the following text in its place:

"CONTRACTOR (except and to the extent that such damage or loss is attributable to the".

(v) In the fourth sentence, insert after the words "responsibilities for safety and for protection of the Work" the text "and those people and that property that come into contact with the Work."

(vi) In the fourth sentence, insert after the words "shall continue" the text "even during nonworking hours,".

c) Add two new Paragraphs immediately after Paragraph 6.13.B as follows:

"C. In the event of any claims for damage or alleged damage to persons or property as a result of Work under this Contract, the CONTRACTOR shall be responsible for all costs in connection with the settlement of or defense against such claims. Before final payment to the CONTRACTOR is made under the Contract, the CONTRACTOR shall furnish satisfactory evidence that all claims for damage have been legally settled or that sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

D. The Construction Documents and the joint and several phases of construction contemplated by the Construction Documents are to be governed at all times by applicable provisions of local and State laws, ordinances and regulations and Federal laws, including but not limited to the latest amendments of the Department of Labor, Bureau of Labor Standards, Safety and Health Regulations for Construction; and Williams and Steiger Occupational Safety and Health Act of 1970, including rules and regulations issued pursuant thereto (OSHA), applicable to the Work and performance of the Contract. Where applicable to the Work, in addition to the requirements of the General Conditions, as supplemented by these Supplementary Conditions and any Special Conditions, the CONTRACTOR shall fully comply with any and all applicable portions of the Division of Highway 'Policies and Procedures for Accommodating Utilities on Highway Right of Way' or latest revision. The duty of the ENGINEER to conduct a construction review of the CONTRACTOR's performance is not intended to include a review of the adequacy of the CONTRACTOR's safety measures in, on, or near the Site."

14. SC-6.15.

Add a new Paragraph immediately after Paragraph 6.15.A as follows:

"B. CONTRACTOR shall notify the OWNER immediately, and no event more than eight hours later, after an emergency has occurred if an emergency compromising the safety of persons or property at the Site has occurred."

15. SC-6.17.

a) In Paragraph 6.17.A, delete the third sentence and insert the following sentence in its place:

"CONTRACTOR shall provide on the Shop Drawings complete data with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials and equipment that CONTRACTOR agrees to provide, and the Shop Drawings shall be sufficient to enable ENGINEER to review the information for the purposes delineated in paragraph 6.17.E."

b) Add two new Subparagraphs immediately following Subparagraph 6.17.D.3 as follows:

"4. All submittals required by the Contract Documents shall be submitted in three (3) copies plus the number to be returned to the CONTRACTOR. Samples and Operation and Maintenance Manuals required by the Contract Documents shall be submitted in three (3) copies, none of which will be returned.

5. All submittals shall be checked by CONTRACTOR for accuracy and conformance to the Contract Documents before submittal to ENGINEER. Shop Drawings shall show the location of all structural members, walls, and slabs with relation to the Work on the layout drawings. Any potential interference with structural members, pipes, ducts, or other equipment or work must be brought to the Engineer's attention by the CONTRACTOR in writing."

16. SC-6.19.

a) In Paragraph 6.19.A, in the second sentence, fifth line, insert after the word "damage" the word "normally".

b) Add a new Paragraph 6.19.C as follows:

"C. By entering into the Contract with the OWNER, the CONTRACTOR represents and warrants:

1. That CONTRACTOR is experienced in and competent to perform the type of Work required and to furnish the plant, materials, supplies or equipment to be so performed or furnished by it.

2. That CONTRACTOR is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to initiate and complete the Work required under the Contract.

3. That CONTRACTOR is familiar with all federal, state, county, municipal and department laws, ordinances, permits, regulations and resolutions which may in any way affect the Work or those employed therein, including but not limited to any special laws or regulations relating to the Work or any part thereof.

4. That such temporary and permanent Work required by the Contract Documents that is to be done by CONTRACTOR will be satisfactorily constructed and fit for use for its intended purpose and that such construction will not injure any person, or damage any property.

5. That CONTRACTOR has carefully examined the Contract Documents and the Site of the Work and that from its own investigations, it has satisfied itself and made itself familiar with: (1) the nature and locations of the Work; (2) the character, quality and quantity of surface and subsurface materials likely to be encountered, including, but not limited to all structures and obstructions on or at the Project Site, whether natural or man-made; (3) the character of equipment and other facilities needed for the performance of the Work: (4) the general and local conditions including, without limitation, the climatic conditions, the availability and cost of labor and the availability and cost of materials, tools and equipment; (5) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner required by the Contract Documents; and (6) all other matters or things which could in any manner affect the performance of the Work.

6. That CONTRACTOR will fully comply with all requirements of the Contract Documents.

7. That CONTRACTOR will perform the Work consistently with good workmanship, sound business practice, and in the most expeditious manner, consistent with the best interests of the OWNER.

8. That CONTRACTOR will furnish efficient business administration and experienced superintendents and an adequate supply of workmen, equipment, tools and materials at all times.

9. That CONTRACTOR has carefully reviewed the Work required and that the Work can be planned and executed in a normal and orderly sequence of Work and reasonably scheduled so as to ensure completion of the Project in accordance with the Contract Documents, allowing for normal and reasonable foreseeable weather, labor and other delays, interruptions and disruptions of the Work.

10. That CONTRACTOR will complete the Work within the Contract Time and all portions thereof within any required Contract deadlines.

11. That the Contract Price is based upon the labor, materials, systems and equipment required by the Contract Documents, without exception.

12. That CONTRACTOR will make a good faith effort to utilize minority business enterprises (MBEs) per N.C. General Statutes Section 143-128, *et seq.*, as Subcontractors for the Work.

13. That Contractor is not at the time of the making of the Contract in dispute with the Town of Holly Springs in connection with any project for which it has performed Work."

17. SC-6.20.

a) In Paragraph 6.20.A:

(i) In the first sentence, sixth line, after the word "costs" insert the text ", civil penalties, fines..."

(ii) In the first sentence, eleventh line, after the word "cost" insert the text ",civil penalty, fine..."

(iii) Add two new sentences at the end of Subparagraph 6.20.A.2 as follows:

"If through the negligence on the part of CONTRACTOR performing the Work, any other contractor or any subcontractor shall suffer or claim to have suffered loss or damage, CONTRACTOR shall reasonably attempt to settle such claims with such other contractor or subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against OWNER on account of any damage alleged to have been sustained, OWNER shall notify CONTRACTOR, who shall indemnify and hold harmless OWNER against any such claims."

b) Add a new Paragraph immediately after Paragraph 6.20.C as follows:

"D. Nothing in the Contract Documents shall create or give to third parties any claim or right of action against the CONTRACTOR, the OWNER or the ENGINEER beyond such claims or rights as legally exist irrespective of the Contract."

18. SC-6.21.

Add a new Section immediately after Section 6.20 as follows:

"6.21 *Contractor License Requirements.*

A. CONTRACTOR shall be licensed in North Carolina in an amount equal to one and one-half (1-1/2) times the total Contract Price for all of the Work. CONTRACTOR shall have and maintain a valid Town of Holly Springs Privilege License to perform the Work. If the Work involves any roadway construction, CONTRACTOR shall have and maintain a current unlimited General Contractor's license with the 'Highway Contractor' classification."

G. ARTICLE 7 – OTHER WORK

1. SC-7.01.

In Paragraph 7.01.B:

(i) In the third sentence, twelfth line, after the word "endanger," insert the words "others or"

(ii) In the fourth sentence, seventeenth line, after the words "for the benefit of", insert the text "OWNER,"

2. SC-7.02.

In Paragraph 7.02.A, in the first sentence, first line, after the word "intends," insert the words "at the time of the making of the Agreement".

3. SC-7.03.

Add a new Section immediately after Section 7.02 as follows:

"7.03 *Remedies*

A. Should CONTRACTOR cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of CONTRACTOR's performance of the Work at the Site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, ENGINEER's Consultants, the Construction Coordinator or any other person, then CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

B. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER, ENGINEER, ENGINEER's Consultants and the Construction Coordinator harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals, and court and arbitration or mediation costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator to the extent based on a claim arising out of CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any separate contractor at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter that seeks to impose liability on or to recover damages from OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator on account of any such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, ENGINEER's Consultants and Construction Coordinator for any delay, disruption, interference or hindrance caused by any separate contractor. This paragraph does not alter the liability of OWNER, ENGINEER, ENGINEER's Consultant and Construction Coordinator for activities that are their respective responsibilities."

H. ARTICLE 8 – OWNER'S RESPONSIBILITIES

1. SC-8.01.

In Paragraph 8.01.A:

(i) Insert "as amended by the Supplementary Conditions and any Special Conditions, and unless OWNER is also acting as the ENGINEER or the inspector for the Project," after "Except as otherwise provided in these General Conditions".

(ii) Add at the end of the sentence "or shall copy ENGINEER on its direct correspondence with
CONTRACTOR."

I. ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

1. SC-9.01.

In Paragraph 9.01.A:

(i) At the end of the first sentence, add ", unless and until the OWNER provides otherwise in writing to the CONTRACTOR, and all instructions of the ENGINEER as the OWNER's representative shall be executed promptly and efficiently by the CONTRACTOR and its Subcontractors."

(ii) Delete the second sentence in its entirety.

2. SC-9.02.

Add a new Paragraph immediately after Paragraph 9.02.B as follows:

"C. After hours or weekend Work shall include only such tasks that do not require observation by the ENGINEER unless the OWNER specifically authorizes otherwise in writing."

3. SC-9.03.

In Paragraph 9.03.A, add the text "and any Special Conditions" at the end of the second sentence, after "in the Supplementary Conditions".

4. SC-9.05.

In Paragraph 9.05.A, delete the last sentence, on the ninth through the thirteenth lines, and insert the following in its place:

"If the CONTRACTOR decides that the Field Order should result in an increase of the Contract Price or a change in the Contract Times, then the CONTRACTOR shall submit a written request regarding such an adjustment to the ENGINEER prior to commencing the Work. If the CONTRACTOR proceeds with the Work prior to the execution of the Change Order, such Work shall be performed with the understanding that the increase in the Contract Price or a change in the Contract Times requested is subject to the approval of the OWNER. The decision rendered by the

OWNER concerning the request for an increase in the Contract Price or a change in the Contract Times resulting from a Field Order shall be final."

5. SC-9.10.

a) In Paragraph 9.10.A., insert the following text at the beginning of the first sentence:

"Unless otherwise specified in any separate agreement between the OWNER and the ENGINEER,"

and replace the former initial word of the first sentence "Neither" with "neither".

b) In Paragraph 9.10.B, insert the following at the beginning of the first and the second sentence:

"Unless otherwise specified in any separate agreement between the OWNER and the ENGINEER,".

c) In Paragraph 9.10.C, insert the following at the beginning of the sentence:

"Unless otherwise specified in any separate agreement between the OWNER and the ENGINEER,".

d) In Paragraph 9.10.D., in the first sentence, sixth line, delete the word "generally".

e) Renumber Paragraph 9.10.E as 9.10.F.

f) Add a new Paragraph immediately following Paragraph 9.10.D as follows:

"E. The presence or absence of the ENGINEER at the Site shall in no way modify the CONTRACTOR's responsibility for conformity with the Drawings and Specifications. Failure of the ENGINEER to reject materials or Work that does not conform with the Drawings and Specifications, whether from lack of discovery or for any other reason, shall in no way prevent later rejection of or corrections to the unsatisfactory materials or Work when discovered. The CONTRACTOR shall have no claim for losses suffered due to any necessary removals or repairs resulting from unsatisfactory Work."

J. ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

1. SC-10.01.

Add three new Paragraphs immediately after Paragraph 10.01.B as follows:

"C. If CONTRACTOR claims (1) that any work he/she has been ordered to do is not part of the Work required by the Contract Documents (hereinafter referred to as 'Extra Work') and that he/she has performed or is going to perform Extra Work, or (2) that any action or omission of OWNER or ENGINEER is contrary to the terms and provisions of the Contract Documents, CONTRACTOR shall:

(i) Verbally inform the ENGINEER or OWNER of its claim and then Promptly comply with such order;

(ii) File with ENGINEER, within fourteen working days after being ordered to perform the work claimed by him/her to be Extra Work or within fourteen working days after commencing performance of the Extra Work, whichever date shall be the earlier, or within fourteen working days after the action or omission of the OWNER or the ENGINEER occurred or was due, a written notice stating the basis of his/her claim and a request for a determination thereof;

(iii) File with ENGINEER thirty (30) calendar days after said alleged Extra Work was required to be performed or said alleged Extra Work was commenced, whichever date shall be earlier, or said alleged action or omission by OWNER or ENGINEER occurred or was due, a verified detailed statement, with documentary evidence of the items and basis of his/her claim;

(iv) Produce for OWNER'S examination, upon notice from OWNER, all his/her books of account, bills, invoices, payrolls, subcontracts, time books, progress records, daily reports, bank deposit books, bank statements, checkbooks and canceled checks showing all of his/her actions and transactions in connection with or relating to or arising by reason of his/her claim, and submit himself/herself and persons in his/her employment and in his/her Subcontractor's employment for examination under oath by any person designated by OWNER to investigate any claims made against OWNER under the Contract, such examination to be made at the offices of OWNER or OWNER'S agent;

(v) Proceed diligently, pending and subsequent to determination of OWNER with respect to any such disputed matter, with the performance of the Contract and in accordance with all instructions of OWNER and ENGINEER.

D. CONTRACTOR'S failure to comply with any or all of the provisions of Paragraph 10.01.C shall be deemed to be: (1) a conclusive and binding determination that said order, work action or omission is not additional or extra Work for CONTRACTOR and is not contrary to the terms and provisions of the Agreement; and (2) a waiver by CONTRACTOR of all claims for additional compensation or damages or extension of Contract Times as a result of said order, work action or omission.

E. Only OWNER may waive or modify any of the provisions of Paragraphs 10.01.C or 10.01.D, which waiver must be done in writing and signed by OWNER. In any action against OWNER to recover any sum in excess of the sum certified by OWNER to be due under or by reason of the Contract, CONTRACTOR must allege in his/her complaint and prove at trial compliance with the provisions of Paragraph 10.01.C. Nothing in paragraphs 10.01.C, 10.01.D, or this paragraph shall in any way affect OWNER's right to obtain an examination of CONTRACTOR before trial or discovery and inspection in any action that might be instituted by or against OWNER or CONTRACTOR."

2. SC-10.05.

a) In Subparagraph 10.05.B.1, in the third line, after the text "Article 16", insert the words "or in the Supplementary Conditions".

b) In Subparagraph 10.05.B.2:

(i) In the second line, after the text "Article 16", insert the words "or in the Supplementary Conditions".

(ii) In the fifth and sixth lines, delete the words "after the date of such decision" and insert in their place "after the date such decision is delivered to OWNER and CONTRACTOR".

(iii) In the eighth line, delete the words "within 60 days after the date of such decision" and insert in their place the following:

"within 60 days after the date of delivery of such decision, if the appealing party is the CONTRACTOR, and within 90 days after the date of delivery of such decision, if the appealing party is the OWNER,".

c) In Paragraph 10.05.C, add the following to the end of the sentence:

", in which case an appeal from the denial of the claim may be made in accordance with subparagraph 10.05.B.1 or 10.05.B.2."

d) Add a new Paragraph immediately following Paragraph 10.05.D as follows:

"E. CONTRACTOR shall diligently continue all Work and adhere to the progress schedule to the extent possible during the resolution of any dispute, including a Claim, even if the dispute or Claim pertains to Contract Times, Contract Price, or any other integral feature of the Agreement, unless the OWNER and the CONTRACTOR agree otherwise in writing."

3. SC-10.06; SC-10.07.

Add two new Sections immediately after Section 10.05 as follows:

"10.06 *Requests for Changes in the Work*

A. At any time ENGINEER may request a quotation from CONTRACTOR for a proposed change in the Work. Within 21 calendar days after receipt of a request for a quotation for a proposed change, the CONTRACTOR shall proceed to submit a written and detailed proposal for an increase or decrease in the Contract Price or alterations of the Contract Times for the proposed change. ENGINEER shall have 21 calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all cost and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with Articles 11 and 12, and in sufficient detail to reasonably permit an analysis by ENGINEER of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed, or impacted. Any amount claimed for subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit an analysis of impact as required by the Contract Documents. Notwithstanding the request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule.

10.07 *Effect of the Change Order*

A. The adjustment in the Contract Price and/or Contract Times stated in a Change Order shall comprise the total price and/or time adjustment due or owed the CONTRACTOR for the work or changes defined in the Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price and/or time adjustments include the costs and delays for all Work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay, and cumulative impacts or ripple effect on all other non-affected Work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in contract price or time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change, subject to the current scope of the entire Work as set forth in the Contract Documents. Acceptance of this waiver constitutes and agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR will waive all rights to file a claim on this Change Order after it is properly executed."

K. ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

1. SC-11.01.

a) In Subparagraph 11.01.A.5:

(i) In Subparagraph 11.01.A.5.c add the following text between the second and third sentence:

"Rental rates shall include all fuel, lubricants, insurance and the like necessary in connection with the use of the equipment. Equipment rental charges shall not exceed the prorated monthly rental rates listed in the current edition of the 'Compilation of Rental Rates for Construction Equipment' as published by the Associated Equipment Distributors. Hourly charges shall be determined by dividing the monthly rates by 176."

(ii) In Subparagraph 11.01 A 5.c eliminate the words "CONTRACTOR or" from the first sentence, third line.

(iii) In Subparagraph 11.01.A.5.f:

(1) In the first sentence, fifth, sixth and seventh lines, delete the following text without substitution:

"(except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D)".

(2) In the first sentence, eighth line, after the text "provided" insert the text "and to the extent that".

(iv) In Subparagraph 11.01.A.5.h:

(1) In the third line, after the text "petty cash items" insert the text ", all of which must be".

(2) In the fourth line, after the text "connection with" insert the text "and in furtherance of".

b) Add a new Subparagraph immediately following Subparagraph 11.01.B.5, as follows:

"6. Any costs due to the CONTRACTOR, or the Subcontractors or Suppliers, not properly performing or supplying the Work, including, without limitation, not adhering to the progress schedule."

c) In Paragraph 11.01.C add the following sentence at the end of the Paragraph:

"The CONTRACTOR's fee shall not be applied to payroll taxes, social security contributions, or unemployment taxes."

2. SC-11.04.

Add a new Section immediately after Section 11.03 as follows:

"11.04 *Costs Included in Contract Price*

A. ENGINEER acknowledges that the Contract Price includes CONTRACTOR's costs of bonds, insurance, transportation of materials, labor and equipment, general administration, and the like. Gravel construction entrances to the Site also are included in the Contract Price."

L. ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIME

1. SC-12.01.

a) In Subparagraph 12.01.C.1, replace in its entirety without substitution with:

"a mutually acceptable fixed fee or a mutually acceptable percentage of Cost of Work; or"

b) In Subparagraph 12.01.C.2.b, in the third line, after the word "percent" and before the semicolon, add the words "based on the Subcontractor's Cost of Work;".

2. SC-12.02.

Add a new Paragraph after Paragraph 12.02.B as follows:

"C. Pending any adjustment of the Contract Times pursuant to the terms of this paragraph 12.02, the CONTRACTOR shall diligently continue all Work and adhere to the progress schedule and the Contract Times to the extent possible."

3. SC-12.03.

a) In Paragraph 12.03.A:

(i) Insert the following immediately after the first sentence:

M. ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

1. SC-13.03.

a) Add two sentences at the end of Paragraph 13.03.C as follows:

"Testing to be performed under the Contract Documents shall be performed in accordance with the North Carolina Department of Transportation 'Materials Specifications Guidelines' and the Town of Holly Springs 'Engineering Design and Construction Standards'. If and to the extent that the Town of Holly Springs testing standards conflict with and are more stringent than those of the North Carolina Department of Transportation, testing shall be performed in accordance with the Town of Holly Springs standards."

b) In Paragraph 13.03.E, replace the following words at the end of the sentence: "be uncovered for observation" with:

"be uncovered and made available for inspection at the CONTRACTOR's expense".

c) In Paragraph 13.03.F, in the fourth line, after the word "same", insert the text ", and given ENGINEER time to inspect same,".

d) Add four Paragraphs immediately after Paragraph 13.03.F as follows:

"G. The CONTRACTOR shall allow the ENGINEER sufficient time and opportunity for testing materials and equipment to be used in the Work. The CONTRACTOR shall advise the ENGINEER promptly upon placing orders for materials and equipment so that arrangements may be made, if desired by the ENGINEER, for inspection before shipment from the place of manufacture. The CONTRACTOR shall at all times furnish the ENGINEER and all OWNER representatives appropriate facilities for performing inspections and tests, including any labor necessary, and shall allow proper time for inspecting and testing materials, equipment, and workmanship. In setting Contract Times and a progress schedule for the Work, the CONTRACTOR should anticipate that delays may be caused in the execution of Work due to the necessity of materials and equipment being inspected and accepted for use. The CONTRACTOR shall furnish, at its own expense, samples of all materials required by the ENGINEER for testing, and shall make its own arrangements for providing water, electric power, and/or fuel for the various inspections and tests of structures and equipment.

H. The CONTRACTOR shall furnish the services of representatives of the manufacturers of certain equipment if so prescribed in the Specifications. The CONTRACTOR shall also place its orders for such equipment requiring that, after the equipment has been tested prior to final acceptance of the Work, the manufacturer shall furnish the OWNER with certified statements that the equipment has been installed properly and is ready to be placed in functional operation. Tests and analyses required of equipment shall be paid for by the CONTRACTOR, unless specified otherwise in the Contract Documents.

I. The OWNER reserves the right to independently perform, at its own expense, laboratory tests on random samples of material or performance tests on equipment delivered to the Site. These tests if made shall be conducted in accordance with the Specification requirements or

other appropriate standards. The entire shipment represented by any given sample or piece of equipment may be rejected on the basis of the failure of a sample or piece of equipment to meet specified test requirements. All rejected materials and equipment shall be removed from the Site, whether stored or installed in the Work, and the required replacement shall be made, all at no additional cost to the OWNER in accordance with terms of Paragraphs 13.06 through 13.09.

J. Whenever nonconformance is discovered by the ENGINEER as a result of tests, inspections, or investigations, the CONTRACTOR shall bear responsibility for the full cost of such tests, whether otherwise required to pay for such tests, inspections or investigations under the Contract Documents, and shall directly pay for such services or shall reimburse the OWNER for such costs. Once nonconformance has been discovered, the cost of any additional tests and investigations that are ordered by the ENGINEER to ascertain subsequent conformance with the Contract Documents shall be borne by the CONTRACTOR, whether or not the original tests, inspections, or investigations of such nonconforming Work were originally required by the Contract Documents to be borne by another party."

2. SC-13.05.

a) In Paragraph 13.05.A, in the fourth line, after the word "will" insert the words "or is likely to".

b) Add a new Paragraph immediately after Paragraph 13.05.A as follows:

"B. If OWNER stops Work under Paragraph 13.05.A, CONTRACTOR shall be entitled to no extension of Contract Times or increase in Contract Price."

3. SC-13.06.

a) In Paragraph 13.06.A:

(i) At the end of the first sentence, after the word "defective," insert the text ", even if such Work has previously been overlooked by ENGINEER and estimated as a basis for payment."

(ii) Add two new sentences immediately after the first sentence as follows:

"At any time during the progress of the Work and up to the date of final acceptance, the ENGINEER shall have the right to reject any Work that does not conform to the requirements of the Contract Documents, even if such Work has been previously inspected and paid for. Any omissions or failure on the part of the ENGINEER to disapprove or reject any Work or materials at the time of inspection shall not be construed as an acceptance of any defective Work or materials."

(iii) In the [original] second sentence, [originally on the] eleventh line, after the words "work of others" and before the end parenthesis, insert the words "or other portions of the Work affected by such correction, removal, or replacement."

b) Add a new Paragraph immediately after Paragraph 13.06.A as follows:

"B. The ENGINEER may order tests of imperfect or damaged Work, equipment, or materials to determine the required functional capability for possible acceptance, if there is no other reason for rejection. The cost of such tests shall be borne by the CONTRACTOR; and the nature, tester, extent and supervision of the tests shall be as determined by the ENGINEER. If the results of the tests indicate that the required functional capability of the Work, equipment, or material was not impaired, then the Work, equipment, or materials may be deemed acceptable by OWNER. If the results of such tests reveal that the required functional capability of the questionable Work, equipment or materials have been impaired, then such Work, equipment, or materials shall be deemed imperfect and shall be replaced at the CONTRACTOR's expense. The CONTRACTOR may elect to replace the imperfect Work, equipment, or material immediately upon their identification as such in lieu of performing the tests for functional capability."

4. SC-13.07.

a) In Paragraph 13.07.A, insert at the end of the second sentence the words "immediately upon the submission of an invoice for such expenses to the CONTRACTOR by the ENGINEER or the OWNER".

b) In Paragraph 13.07.C, insert at the end of the sentence the text:

", or, if such correction or removal and replacement took longer than one year, then for such period of time as the correction or removal and replacement took. All warranties for the Work so affected shall be extended for the same amount of time."

5. SC-13.08.

a) In Paragraph 13.08.A, at the end of the second sentence, insert the text "and a proportionate amount of the CONTRACTOR's fee."

b) In Paragraph 13.08.C, at the end of the first sentence, insert the text ", including a proportionate decrease in the amount of the CONTRACTOR's fee."

N. ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

1. SC-14.02.

a) Delete Subparagraph 14.02.A.1 in its entirety and insert the following in its place:

"1. Once a month after the Work has commenced, CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents. The due date for submitting an Application for Payment shall be the 25th day of the month for which the application is being made. Request for payment shall be submitted on the standard forms included in the Contract Documents unless approved otherwise by the ENGINEER. All submittals shall include five (5) copies of Application for Payment forms, all bearing original signatures. The Certificate of Sales Tax Paid, shall be notarized and bearing original signatures and shall also be submitted as described under Section 6.10. If payment is requested on the basis of materials and equipment not incorporated into the Work but delivered and suitably

stored at the Site or at another location agreed to in writing by the OWNER, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the OWNER, which shall establish the OWNER's title to the materials and equipment, clear of liens, and protection of the OWNER's interest in the materials and equipment, including the maintenance of insurance on materials stored off the site."

b) In Subparagraph 14.02.A.2, in the third line, after the word "CONTRACTOR" insert the words "and all Subcontractors who have performed Work or are otherwise receiving payment under the Application for Payment."

c) Add two new Subparagraphs immediately after Subparagraph 14.02.A.3 as follows:

"4. Beginning with the second Application for Payment, each Application shall include evidence that payment received on the basis of materials and equipment not incorporated and suitably stored, has in fact been paid to the respective Supplier(s) within sixty days of payment by OWNER. Failure to provide such evidence of payment may result in the withdrawal of previous approval(s) and removal of the cost of related materials and equipment from the next submitted Application for Payment.

5. Each Application for Payment shall include the current list of Subcontractors and Suppliers providing labor or materials to the Site. Failure to provide an accurate list, or the existence of Subcontractors or materials at the Site that have not been approved by the OWNER and the ENGINEER, may result in the withdrawal of previous approval(s) and/or removal of the cost of labor and/or materials provided by unapproved Subcontractors and/or Suppliers from the current and future Applications for Payment."

d) In Subparagraph 14.02.B.2:

(i) Delete the "and" at the end of Clause 14.02.B.2.b.

(ii) Replace the "." At the end of Clause 14.02.B.2.c with "; and".

(iii) Add a new Clause immediately after Clause 14.02.B.2.c as follows:

"d. any fines owed by CONTRACTOR (to third parties or the OWNER), setoffs, or other reductions in the amount due to CONTRACTOR have been subtracted from the current or previous Applications for Payment."

e) In Subparagraph 14.02.B.3, in the first line, delete the text "By recommending any such payment ENGINEER" and insert in its place the text "Except as specified in any separate agreement between the OWNER and the ENGINEER, and only to the extent of that agreement, the ENGINEER through his recommendation..."

f) In Subparagraph 14.02.B.4, in the first line, delete the text "Neither" and insert in its place the text "Except as specified in any separate agreement between the OWNER and the ENGINEER, and only to the extent of that agreement, neither..."

g) In Subparagraph 14.02.B.5:

(i) Delete the "or" at the end of Subparagraph 14.02.B.5.c.

(ii) Replace the "." at the end of Subparagraph 14.02.B.5.d with a ";".

(iii) Add three new Subparagraphs immediately after Subparagraph 14.02.B.5.d as follows:

"e. ENGINEER has knowledge of any setoff, fine, or other reduction in the amount due to CONTRACTOR in connection with the Application for Payment and such amount has not been properly accounted for in the Application for Payment;

f. The Application for Payment is in any way incomplete; or

g. Unapproved Subcontractors or Suppliers are performing Work at or supplying materials to the Site."

h) In Subparagraph 14.02.C.1, first line, delete the word "Ten" and insert the word "Thirty" in its place.

i) Add five new Subparagraphs immediately after Subparagraph 14.02.C.1 as follows:

"2. Should CONTRACTOR neglect to pay any undisputed claims made in writing to OWNER within thirty days after completion of the Work or any portion thereof, and continuing unsatisfied for a period of ninety days, OWNER may pay such claim and deduct the amount thereof from the balance due CONTRACTOR. OWNER may also, with the written consent of CONTRACTOR, use any monies retained, due, or to become due under this Contract for the purpose of paying for both labor and materials for such Work, even if claims have not been filed.

3. Payment under the Payment Bond and the withholding of retainage by the OWNER for claims shall not be mutually exclusive protections for OWNER. OWNER may exercise both.

4. Any and all liens for work and materials may be paid off by OWNER within a reasonable time after filing for record of a notice of such liens in accordance with State and local laws, except where the claim on which the lien is filed is being actively litigated by CONTRACTOR; in such case OWNER may pay the amount of any final judgment or decree or any such claim within a reasonable time after such final judgment or decree shall be rendered.

5. All monies paid by OWNER in settlement of liens as aforesaid, with all costs and expenses incurred by OWNER in connection therewith, shall be charged to CONTRACTOR, shall bear interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank, and shall be deducted from the next payment(s) due CONTRACTOR under the terms of this Contract or shall be reimbursed by CONTRACTOR immediately upon receipt by the CONTRACTOR of an invoice therefor by the OWNER if insufficient payments are outstanding to the CONTRACTOR to cover such costs and expenses.

6. As this agreement is a public construction contract, final payment shall be governed by North Carolina General Statute §143-134.1 and the applicable interest rate shall be four percent per annum."

j) In Subparagraph 14.02.D.1:

(i) Delete the "or" at the end of Clause 14.02.D.1.c.

(ii) Replace the "." at the end of Clause 14.02.D.1.d with ";or".

(iii) Add a new Clause immediately after 14.02.D.1.d as follows:

"e. Insufficient funds have been deducted from the Application for Payment to cover all fines owed by CONTRACTOR (to third parties or the OWNER) and other setoffs and reductions in the amount due to the CONTRACTOR in connection with the Application for payment."

2. SC-14.03.

Add two new Paragraphs immediately following Paragraph 14.03.A as follows:

"B. No materials or supplies for the Work shall be purchased by CONTRACTOR or any Subcontractor subject to any chattel mortgage, fixture filing, or under a conditional sale contract or other agreement by which an interest is retained by the seller. CONTRACTOR warrants that CONTRACTOR has good title to all materials and supplies used by CONTRACTOR in the Work, free from all liens, claims or encumbrances.

C. CONTRACTOR shall indemnify and save OWNER harmless from all claims growing out of the lawful demands of Subcontractors, Suppliers, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. CONTRACTOR shall at OWNER's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then OWNER may, after having provided ten (10) days' written notice on CONTRACTOR, withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims. OWNER may hold such withheld money until satisfactory evidence is furnished that all liabilities have been fully discharged, or use the money to pay the unpaid obligations. Once the obligations have been satisfied, payment to CONTRACTOR shall be resumed in accordance with the terms of this Contract. In no event shall the provisions of this paragraph be construed to impose any obligations upon OWNER to either CONTRACTOR or CONTRACTOR's Surety. In paying any unpaid bills of the CONTRACTOR, OWNER shall be deemed the agent of CONTRACTOR, and any payment so made by OWNER shall be deducted from the Contract Price due to CONTRACTOR. OWNER shall not be liable to CONTRACTOR for any such payment made in good faith."

3. SC-14.04.

a) In Paragraph 14.04.A, in the third sentence, ninth line, delete the phrase "If ENGINEER does not consider the Work" and insert in its place the phrase "If ENGINEER or OWNER does not consider the Work".

b) In Paragraph 14.04.B, at the end of the sentence, insert the words "unless the OWNER has stopped or suspended Work or terminated the Contract pursuant to the terms hereof."

4. SC-14.05.

Add a new Subparagraph immediately after Subparagraph 14.05.A.2 as follows:

"3. Payment in full for portions of the Project that are completed and used by OWNER shall not be made until the entire Project has been completed. Partial payments and retainage shall continue to be handled as described elsewhere in the Contract Documents. Under no circumstances shall occupancy and use of completed portions of the Project by OWNER be considered grounds for either reducing the retainage withheld from CONTRACTOR's partial payments or increasing the Contract Price."

5. SC-14.09.

In Subparagraph 14.09.A.2, in the third line, delete the word "which" and insert the word "that" in its place.

O. ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

1. SC-15.01.

In Paragraph 15.01.A, in the third sentence, sixth line, insert at the beginning of the sentence the following text "If the OWNER suspends the Work without cause, then…"

2. SC-15.02.

a) Delete the header to Paragraph 15.02 and insert the following in its place:

"OWNER May Terminate the Contract or Suspend the Work for Cause."

b) In Paragraph 15.02.A, in the second line, after the word "justify" insert the text "suspension of the Work and/or termination of the Contract (which termination may or may not be preceded by a suspension of the Work)."

c) Add three new Subparagraphs immediately after Subparagraph 15.02.A.4 as follows:

"5. CONTRACTOR's abandonment of the Work, or sublet or assignment of its rights and/or responsibilities under this Contract, or any part thereof, without the previous written consent of OWNER, or the CONTRACTOR's assignment of any right, obligation or claim under the Contract without the previous written consent of the OWNER or otherwise than as herein specifically permitted;

6. Delays within the control of the CONTRACTOR, pursuant to Paragraph 12.04.A, have caused or will shortly cause the Work to interfere with the intended use of the Site, or a portion thereof, for other purposes, which interference would not have occurred if Contract Times had been met;

7. Any material misstatement by CONTRACTOR in any of the public bidding documents or

failure of the CONTRACTOR to comply with any public bidding law."

d) In Paragraph 15.02.B, in the last line, insert at the end of the last sentence the following:

", and may pay more than the prevailing rate if necessary to have the Work completed in accordance, or as close thereto as feasible, with the original progress schedule and Contract Times."

e) Add a new Paragraph immediately after 15.02.C as follows:

"D. If the OWNER suspends Work due to repeated unsafe Work conducted by the CONTRACTOR, confirmed by subsequent inspection by OSHA NC, then the CONTRACTOR shall not be allowed any adjustment in the Contract Price or extension of Contract Times for delays caused by such suspension, and CONTRACTOR shall bear all responsibilities under this Contract for such delays."

3. SC-15.03.

a) In Subparagraph 15.03.A.1, in the fourth line, after the words "and profit on such" insert the words "completed and acceptable".

b) Add a new Paragraph immediately after Paragraph 15.03.B as follows:

"C. Upon receiving the OWNER's notification of termination of the Contract, the CONTRACTOR shall immediately and expeditiously terminate any ongoing Work and inform its Subcontractors and Suppliers of termination, all so as to minimize the costs, expenses and other damage sustained prior to the effective date of the termination."

4. SC-15.04.

a) In Paragraph 15.04.A:

(i) In the first sentence, seventh line, after the words "be due" and before the comma, insert the words "and not disputed by either party..."

(ii) In the second sentence, seventeenth line, after the words "be due" and before the comma, insert the words "and not disputed by either party..."

P. ARTICLE 16 – DISPUTE RESOLUTION

1. SC-16.01.

Add a new sentence at the end of Paragraph 16.01.A as follows.

"CONTRACTOR shall continue to diligently pursue completion of the Work and maintain the progress schedule during any dispute resolution process, unless otherwise agreed by CONTRACTOR and OWNER in writing."

The Town of Holly Springs shall follow the rules of the State Construction Office entitled "Rules Implementing Mediated Settlement Conferences in North Carolina Public Construction Projects, Adopted February 26, 2002" as found at:

http://www.nc-sco.com/Guidelines/SBC/sbc_Dis_rules.pdf

Q. ARTICLE 17 – MISCELLANEOUS

1. SC-17.06; SC-17.07; SC-17.08; SC-17.09; SC-17.10.

Add six new Sections immediately following Section 17.05 as follows:

"17.06 *Amendments*

A. This Contract may only be amended in writing by an instrument executed by the party or parties granting additional rights against it to others or upon whom additional obligations are being imposed.

17.07 *Assignment*

A. CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the Contract, or of its legal right, title, or interest in or to the same or obligations or warranties made thereunder, in whole or in part, without the prior written consent of the OWNER. CONTRACTOR shall not assign by power of attorney or otherwise any monies due it and payable under this Contract without the prior written consent of the OWNER. Such consent, if given, shall in no way relieve the CONTRACTOR from any of the obligations of this Contract. OWNER shall not be bound to abide by or observe the requirements of any such assignment.

17.08 *Addresses*

A. Both the address given in the Bid Form upon which this Agreement is founded, and CONTRACTOR's office at or near the site of the Work are hereby designated as places to either of which notices, letters, and other communications to CONTRACTOR shall be certified, mailed, or delivered. The delivering at either of the above named places, or depositing in a postpaid wrapper directed to the address in the Bid Form, in any post office box regularly maintained by the post office department, of any notice, letter or other communication to Contractor shall be deemed sufficient service thereof upon CONTRACTOR; and the date of said service shall be the date of such delivery or mailing. The CONTRACTOR's notice address may be changed at any time by an instrument in writing, executed and acknowledged by CONTRACTOR, and delivered to OWNER and ENGINEER. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon CONTRACTOR personally.

17.09 *Forms*

A. The form of all submittals, notices, change orders, and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by ENGINEER. Standard forms, which ENGINEER expects to use, are contained in the pages of the Special Conditions following the amendments, deletions and revisions to the General Conditions.

17.10 *Dissemination of Information*

A. It is expressly agreed and understood that the CONTRACTOR shall not at any time publicly disseminate any information concerning the Project without prior approval from the OWNER. Such approval will not be unreasonably withheld but may be given with certain stipulations, such as Owner participation in the creation of the public product or OWNER review and the option to refuse ultimate release of the final product should it fail to meet the OWNER's standards and goals. Public dissemination includes but is not limited to electronic, video, audio, photographic or hard copy materials serving as, in whole or part, professional papers or presentations, news releases, articles, or other media products, and/or CONTRACTOR's business collateral pieces.

17.11 *Other:*

The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement has been produced by negotiation of the parties, each of whom had an opportunity to consult with an attorney, and the rule of construction against the interest of the drafter shall not apply."

END OF SECTION

FORMS

Note -- Do Not Copy This Page

If the last page of this Section is odd, insert a blank sheet (slip sheet) here.

NOTE

The following forms shall be used during construction:

FOR PAYMENT APPLICATIONS – 1 COMPLETE SET IS TO BE SUBMITTED TO THE TOWN

PAYMENT APPLICATIONS ARE TO BE SUBMITTED EVERY MONTH FOR PAYMENT

NCDOT PROJECTS FORM DBE-IS TO BE INCLUDED IN PAYMENT APPLICATION

APPLICATION FOR PROGRESS PAYMENT (5 pages)
MBE INFORMATION
FORM DBE-IS (if NCDOT)
TAX STATEMENT AND CERTIFICATION (
FIELD ORDER
WORK CHANGE DIRECTIVE INSTRUCTIONS
WORK CHANGE DIRECTIVE
CHANGE ORDER INSTRUCTIONS
CHANGE ORDER (2 PAGES)
ATTACHMENT TO CHANGE ORDER, SUPPORTING DOCUMENTATION
CONTRACTOR'S RELEASE OF OWNER
CONSENT OF SURETY TO FINAL PAYMENT
FINAL RECEIPT

APPLICATIONS FOR PROGRESS PAYMENT

FOR PAYMENT APPLICATIONS – 1 COMPLETE SET IS TO BE SUBMITTED TO THE TOWN, ATTN: SARA EMIG (sara.emig@hollyspringsnc.us)

PAYMENT APPLICATIONS ARE TO BE SUBMITTED EVERY MONTH FOR PAYMENT

NCDOT PROJECTS FORM DBE-IS TO BE INCLUDED IN PAYMENT APPLICATION

Each Application for progress payment must include, as a minimum, the following information:

1. Pay Request cover letter as included on page 00900-20.

2. Town of Holly Springs Cover Sheet as included on page 00900-21.

3. Itemized quantity sheet(s) as included on page 00900-22.

4. A Certificate of Sales Tax Paid as included on page 00900-23.
   If no sales tax has been paid in the period, then a certificate should be included stating that no sales tax was paid.

5. Updated schedule.

6. Form DBE-IS if NCDOT Project

7. Subcontractor Payment Report on page 00905-10.

8. Five full sets of the above information.

9. A progress schedule updated to reflect current status of project. If project is still on a previously submitted schedule, submit another copy of the schedule with "No Change" noted, along with the date of submittal.

10. S&EC Rain Event Logs

11. S&EC Self Inspection Logs

12. MBE Documentation for Contract Payments on page 00905-15

PAY REQUEST COVER LETTER

(To Be Submitted)

DATE: _____

TO: Town of Holly Springs

RE: _____

We hereby certify that the labor and materials listed on this request for payment have been used in the construction of this Work, or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location with proper insurance to protect these stored materials; and that all lawful charges for labor, materials and the like, covered by previous Certificates of Payment have been paid and that all other lawful charges on which this request for payment is based have been paid for in full or will be paid for in full from the funds received in payment of this request within ten (10) calendar days from receipt of this partial payment from the OWNER.

CONTRACTOR: _____

BY: _____ TIME: _____

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20___.

_____

Notary Public (Seal)

My Commission Expires

_____

SHEET ____ OF ____

APPLICATION FOR PAYMENT

Town of Holly Springs, North Carolina

_____ Project

Contractor _____ Project No. _____

Period _____

Payment No.

The undersigned Contractor certifies that to the best of its knowledge and belief, all items, units, quantities and prices of all work and material indicated on sheet(s) _____ of this periodic estimate are correct; that all Work has been performed and Materials supplied in full accordance with the terms and conditions of the construction Contract Documents between the undersigned as Contractor and the Town of Holly Springs as Owner, dated _____, _____, and all authorized changes thereto; that the following is a true and correct statement of the Contract amount up to and including the last day of the period covered by this estimate; and that no part of the "Total Amount Due" has been received.

Total Contract Amount, Including Change Orders	_____	
Total Amount Earned, To Date	_____	_____ % Earned
5% Retainage	_____	
Total Earned Less Retainage	_____	
Total Previously Approved	_____	
Amount Due This Estimate	_____	
Unpaid From Previous Estimate	_____	
Current Amount Due	_____	
Balance to Finish, Including Retainage	_____	

The Contractor further certifies that all claims outstanding as of this date against the undersigned as Contractor for labor, materials, and expendable equipment employed in the performance of said Contract up to the date of this estimate have been paid in full accordance with the requirements of this Contract.

CONTRACTOR BY TITLE DATE

APPROVAL FOR PAYMENT:

Resident Project Representative | Engineer/Architect | Town of Holly Springs – Owner's Representative

SHEET ____ OF ____

APPLICATION FOR PAYMENT

Town of Holly Springs, North Carolina

PAYMENT NO.
PROJECT
PERIOD
CONTRACTOR

ITEM NO	DESCRIPTION OF ITEMS	UNIT	UNIT PRICE	BID QUANTITIES	CURRENT QUANTITY	QUANTITY TO DATE	CURRENT AMOUNT	CONTRACT AMOUNT	% COMP	AMOUNT EARNED TO DATE

TOTAL EARNED TO DATE _____

TOTAL PAID TO DATE _____
5% RETAINAGE _____
AMOUNT DUE THIS ESTIMATE _____

CERTIFICATE OF SALES TAX PAID

PAYMENT NO. _____

PROJECT_____ OWNER - TOWN OF HOLLY SPRINGS, WAKE COUNTY, NORTH CAROLINA

CONTRACTOR _____

FOR PERIOD _____ _____ TO

VENDOR	ADDRESS	INVOICE #	DATE	AMOUNT	NC TAX	COUNTY	COUNTY TAX

I hereby certify that the above listed vendors were paid sales tax upon purchases of building materials during the period covered by this construction estimate, and the property upon which such taxes were paid was or will be used in the performance of this Contract. No tax on purchases or rentals of tools and/or equipment is included in the above list. All of the materials listed above became a part of or are annexed in the above referenced construction project.

By _____

_____

Signature *Title*

_____, being duly sworn, certifies that the foregoing statement of sales taxes paid in connection with the referenced Contract is true to the best of his or her knowledge and belief.

Sworn to before me this _____ day of _____, 20__.

_____

Notary Public

My commission expires _____, 20 ___.

Form DEB-IS

State of North Carolina

Department of Transportation

Subcontractor Payment Information

Submit with Invoice to: **Town of Holly Springs**
P O Box 8
Town of Holly Springs, NC 27540

Firm Invoice No. _____ **Reference:**

_____

_____

NCDOT PO/Contract Number:

WBS No. (State Project No.):

Date of Invoice: _____

Signed: _____

Invoice Line Item Reference	Payer Name	Payer Federal Tax ID	Subontractor/Subconsultant/Material Supplier Name	Subcontractor/Subconsultant/Material Supplier Federal Tax ID	Amount Paid to Subcontractor/Subconsultant/Material Supplier This Invoice	Date Paid To Subcontractor/Subconsultant/Material Supplier This Invoice

Total Amount Paid to Subcontractor Firms $ _____

_____

NOTE: These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.

Rev. 12/05

Project No.[Project #] [Project Name]

FIELD ORDER

FIELD ORDER NO.: _____ DATE: _____

PROJECT: _____

RE: _____

_____

TO CONTRACTOR: This Field Order is issued to interpret/clarify the Contract Documents, order minor changes in the work, and/or memorialize trade-off agreements. Both parties hereby agree that the work described by this Field Order is to be accomplished without change in Contract Sum or Price, Contract Time or Times, and/or claims with other costs.

DESCRIPTION: _____

_____

_____

_____

_____

ATTACHMENTS: _____

_____

REFERENCES: _____

_____

RECOMMENDED:	**APPROVED:**	**ACCEPTED:**
By: _____	By: _____	By: _____
Inspector Development Inspection Administrator Contractor (Authorized Signature)	or Senior Engineer (Authorized Signature)	(Authorized Signature)
Date: _____	Date: _____	Date: _____

Distribution: Project Inspector
Lead Inspector
Project Engineer
Director of Engineering/Town Engineer
Contractor

Project No.[Project #] [Project Name]

WORK CHANGE DIRECTIVE INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Sum or Price or the Contract Time or Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a possible change in the Contract Sum or Price or the Contract Time or Times, a Field Order instead shall be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Engineer or Architect initiates the form, including a description of the items involved and attachments.

Based on conversations between Engineer or Architect and Contractor, Engineer or Architect completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT SUM OR PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Sum or Price. If the change involves an increase in the Contract Sum or Price and the estimated amount is reached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated price is reached. If the Work Change Directive is not likely to change the Contract Sum or Price, the space for estimated increase (decrease) should be marked "Not Applicable."

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT TIME OR TIMES: Mark the method to be used in determining the change in Contract Time or Times and the estimated increase or decrease in Contract Time or Times. If the changes involves an increase in the Contract Time or Times and the estimated times are reached before the additional or changed Work is completed, another Work Change Directive must be issued to change the times or Contractor may stop the changed Work when the estimated times are reached. If the Work Change Directive is not likely to change the Contract Time or Times, the space for estimated increase (decrease) should be marked "Not Applicable."

Once Engineer or Architect has completed and signed the form, all copies should be sent to Owner for authorization because neither Engineer nor Architect alone has the authority to authorize changes in the Contract Sum or Price or the Contract Time or Times. Once authorized by Owner, a copy should be sent

by Engineer or Architect to Contractor. The Contract Sum or Price and the Contract Time or Times may only be changed by Change Order signed by Owner and Contractor with Engineer's or Architects' recommendations.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT SUM OR PRICE OR THE CONTRACT TIME OR TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

WORK CHANGE DIRECTIVE

WORK CHANGE DIRECTIVE NO.: _____ DATE: _____ Project: _____

Contractor _____

Engineer/Architect _____

You are directed to proceed promptly with the following change(s):

Description: _____

Purpose of Work Change Directive: _____

Attachments (List documents supporting change): _____

If a claim is made that the above change(s) have affected the Contract Sum or Price or the Contract Time or Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in Contract Sum or Price:

Unit Prices

Lump Sum

Other _____

Method of determining change in Contract Time or Times:

Contractor's records

Engineer's records

Other _____

Estimated (increase/decrease) in Contract Price:

$_____

Estimated (increase/decrease) in Contract Times:

Substantial Completion:_____days;

Ready for final payment: _____days;

If the change involves an increase, the estimated price and times are not to be exceeded without further authorization.

RECOMMENDED:	**APPROVED:**	**ACCEPTED:**
By: _____	By: _____	By: _____
Development Inspection Administrator (Authorized Signature)	Director of Engineering (Authorized Signature)	Contractor or Senior Engineer (Authorized Signature)
Date: _____	Date: _____	Date: _____

Distribution: Project Inspector
Lead Inspector

Project Engineer
Director of Engineering/Town Engineer
Contractor

CHANGE ORDER INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling Contract changes that affect the Contract Sum or Price or the Contract Time or Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect the Contract Sum or Price or the Contract Time or Times.

Changes that affect the Contract Sum or Price or the Contract Time or Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If milestones have been listed, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Sum or Price or the Contract Time or Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer or Architect initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer or Architect has completed and signed the form, all copies should be sent to Contractor for approval. After approval and signature by Contractor, all copies should be sent to Owner for approval. Engineer or Architect should distribute executed copies after approval by Owner.

If a change only applies to the Contract Sum or Price or to the Contract Time or Times, cross out the part of the tabulation that does not apply.

CHANGE ORDER

CHANGE ORDER NO.: _____ DATE: _____

Project: _____

Contractor: _____

Engineer/Architect: _____

CONTRACTOR is directed to make the following changes in the Contract Documents.

Description:

_____

Attachments:

CHANGE IN CONTRACT SUM OR PRICE:	CHANGE IN CONTRACT TIME OR TIMES:
Original Contract Price $_____	Original Contract Times Substantial Completion:_____ Ready for final payment: _____ days or dates
Net change from previous Change Orders No. ____ to No. ____: $_____	Net change from previous Change Orders No. ____ to No. ____: _____ days
Contract Sum or Price prior to this Change Order $_____	Contract Times with all approved Change Orders Substantial Completion:_____ Ready for final payment:_____ days or dates
Net Increase (decrease) of this Change Order $_____	Net Increase (decrease) of this Change Order _____ days
Contract Sum or Price with all approved Change Orders $_____	Contract Times with all approved Change Orders Substantial Completion:_____ Ready for final payment:_____ days or dates

RECOMMENDED:

By: _____
Director of Engineering
(Authorized Signature)
Date: _____

APPROVED:

By: _____
Town Manager
(Authorized Signature)
Date: _____

ACCEPTED:

By: _____
Contractor
(Authorized Signature)
Date: _____

CHANGE ORDER NO.: _____

Page ___ of ___

The adjustment in Contract Sum or Price and/or Contract Time or Times stated in this Change Order shall comprise the total price and/or time adjustment due or owed the CONTRACTOR for the work or changes defined in this Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price and/or time adjustments include the costs and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay, and cumulative impacts or ripple effect on all other non-affected work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Sum or Price or Contract Time or Times as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change, subject to the current scope of the entire work as set forth in the Contract Documents. Acceptance of the waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR waives all rights to file a claim on this Change Order after it is properly executed.

IN WITNESS WHEREOF, the undersigned have caused the execution hereof:

CONTRACTOR: _____

ATTEST:

By: _____

Name: _____

_____

Secretary

Title: _____

Address: _____

[Corporate Seal]

Date: _____

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

By: _____ Date: _____

Title: _____

OWNER: TOWN OF HOLLY SPRINGS

Approval as to form and legal sufficiency:

By: _____

By: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Distribution:

CONTRACTOR'S RELEASE OF OWNER

The Contractor, known as _____,

for the construction of Project: _____,

hereby and forever releases the Town of Holly Springs (Owner), its officers, agents, and [Engineers/Architects]: _____, from all past, present, and future claims and liability to the Contractor for anything done or furnished for, relating to, or for any act of neglect of the Owner, its engineers, or any persons relating to or affecting the work.

Contractor's Certification:

Contractor: _____

Authorized Representative: _____

Date: _____

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT: _____

OWNER: _____

CONTRACTOR: _____

CONTRACT: _____ DATE: _____

TO: _____

_____

_____

_____

In accordance with the provisions of the Contract between the Town of Holly Springs (Owner), and the Contractor, known as _____, the Surety Company, known as _____, on bond of Contractor, hereby approves of the final payment to Contractor, and agrees that final payment to Contractor shall not relieve the Surety Company of any of its obligations to the Owner as set forth in said Surety Company's bond.

In witness whereof, the Surety Company has hereunto set its hand this ____ day of _____ in the year _____.

_____
Surety Company

_____
Signature of Authorized Representative

_____ [Seal]
Typed Name and Title of Authorized Representative **FINAL RECEIPT**

Contract: _____

Received this _____ day of _____, 20___ as full and final payment of the cost of all improvements provided for in the foregoing Contract the sum of

_____ Dollars and _____ Cents, ($_____), in cash, being the full amount accruing to the undersigned by virtue of said Contract, said cash covering and including full payment for all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases the said

_____ from all claims whatsoever growing out of the said Contract.

These presents are to certify that all persons doing work upon or furnishing materials or supplies for said improvements under the foregoing Contract have been paid in full.

The undersigned further certifies that all taxes imposed by Chapter 212, North Carolina Statues (Sales and Use Tax Act), as amended, have been paid and discharged.

_____
CONTRACTOR

By: _____ (Seal)

_____
(Typewritten Name)

SECTION 00905

NCDOT MINORITY PARTICIPATION

Introduction to Disadvantaged Business Enterprises Special Provision

The following Special Provision is the policy and procedures of the North Carolina Department of Transportation regarding the solicitation and participation of Disadvantaged Business Enterprises (DBE) pursuant to 49 CFR 26. As a recipient of Federal-aid Highway Funds, the Local Public Agency (LPA) is committed to carrying out the responsibilities associated with this Special Provision.

In the following Special Provision, certain procedures have been revised to recognize that the Local Public Agency is advertising and letting the construction contract for the associated project. Although the LPA has responsibility for ensuring bidders follow correct procedures, the Department has the final authority to concur with the LPA's efforts.

DISADVANTAGED BUSINESS ENTERPRISE:

6-11-07

Policy

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in *49 CFR Part 26* shall have the opportunity to participate in the performance of contracts financed in whole or in part by Federal Funds in order to create a level playing field on which DBEs can compete fairly.

Obligation

The Contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of *49 CFR Part 26* in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

Definitions

Commitment - The DBE participation submitted by the prime contractor during the bidding process. Once the Department accepts the commitment, the commitment becomes the contract requirement.

Committed DBE - Any DBE listed on the DBE commitment list at the time of bid submission or any DBE utilized as a replacement for a DBE firm listed on the commitment list.

Department - North Carolina Department of Transportation

Disadvantaged Business Enterprise (DBE) – A firm certified through the North Carolina Unified Certification Program in accordance with *49 CFR Part 26*.

Goal - The DBE participation specified herein.

Local Public Agency – the municipal, county, or town government that is advertising and letting the construction contract and is responsible for implementing the procedures of this DBE policy.

Manufacturer - a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

North Carolina Unified Certification Program - A program that provides one-stop shopping to applicants for certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of USDOT funds in the state.

USDOT - United States Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Goal

The following goal for participation by Disadvantaged Business Enterprises is established for this contract:

Disadvantaged Business Enterprises **(10) %**

The Contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in at least the percent of the contract as set forth above as the goal.

Listing of DBE Subcontractors

(A) Bidders shall submit a listing of DBE participation on the "Listing of DBE Subcontractors" included in this contract manual. Only those DBE firms with current certification are considered acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

(1) The names and addresses of DBE firms committed to participate in the contract.

(2) The contract line numbers of work to be performed by each DBE firm.

(3) The total dollar amount to be paid to each DBE based on agreed upon unit prices.

When no figures or firms are entered, the bidder will be considered to have no DBE participation.

(B) If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder shall submit to the LPA documentation of its good faith efforts made to reach the contract goal. The bidder shall submit documentation to the LPA within one week of the bid opening. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the LPA considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The following factors are used to determine if the bidder has made adequate good faith effort:

(1) Whether the bidder attended any pre-bid meetings that were scheduled by the LPA to inform DBEs of subcontracting opportunities.

(2) Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the Disadvantaged) at least 10 days prior to bid opening. Whether the bidder provided written notice to all DBEs listed in the NCDOT Directory of Transportation Firms, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the DBE Directory) that the bidder will be subletting.

(3) Whether the bidder followed up initial solicitations of interests by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted Divisions do not provide an intent to quote or no DBEs specialize in the subcontracted areas, the bidder shall notify DBEs outside of the targeted Divisions that specialize in the subcontracted areas, as well as call the Business Development Manager in the Office of Civil Rights at NCDOT to give notification of the bidder's inability to get DBE quotes.

(4) Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Bidder might otherwise perform these work items with its own forces.

(5) Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications and requirements of the contract.

(6) Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

(7) Whether quotations were received from interested DBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firms quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered as sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the Bidder to accept unreasonable quotes in order to satisfy contract goals.

(8) Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation.

(9) Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.

(10) Any other evidence that the bidder submits which show that the bidder has made reasonable good faith efforts to meet the contract goal.

In the event a bidder is the apparent lowest responsive bidder on more that one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department will consider allowing the bidder to combine the DBE participation as long as the overall goal value of the combined projects is achieved.

1. (C) The bidder will be required to submit written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal and written confirmation from each DBE, listed in the proposal, indicating their participation in the contract. This documentation will be submitted on the Department's form titled "Letter of Intent to Perform as a Subcontractor" and shall be received in the LPA's office within one week of the opening of bids.

If the bidder fails to submit written confirmation from each committed DBE, listed in the proposal, indicating their participation in the contract, the bidder shall submit information to satisfy the Department that sufficient good faith efforts have been made to meet the contract goals. The following factors are used to determine if the bidder has made adequate good faith effort to obtain written confirmation from committed DBEs indicating their participation in the contract:

(1) Whether the apparent lowest responsive bidder, within 30 hours following bid opening, provided each DBE listed in the proposal written notification that it is participating in the contract and attaching the required forms for execution,

(2) Whether the bidder, within 48 hours following bid opening, followed up initial notification by contacting each DBE to confirm receipt of the written documentation and to confirm the firms intent to execute and return the forms,

(3) Whether the bidder provided each DBE with adequate and timely information about the forms,

(4) Copies of written quotations received from each DBE listed in the proposal for which written confirmation from DBE indicating their participation in the contract is not provided and

(5) Any other evidence that the bidder submits which show that the bidder has made reasonable good faith efforts to obtain written confirmation from DBEs indicating their participation in the contract.

(6) If the participation supported by Letters of Intent to Perform as a Subcontractor does not meet or exceed the contract goal the bidder shall submit the information documenting good faith in accordance with item (B) of this section.

(D) Where the bidder fails to provide the required information in the required timeframe, the LPA may impose one or more of the following sanctions:

(1) Disqualify the Contractor and any affiliated companies from further bidding for a period of time of no more than 90 days from the date of disqualification as established in notification by certified mail,

(2) Disqualify the Contractor and any affiliated companies from award of all contracts for which bids have been received and opened,

(3) Disqualify the Contractor from the contract in question.

(E) When the apparent lowest responsive bidder fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the Goal Compliance Committee based upon the information submitted that the apparent lowest responsive bidder failed to make sufficient reasonable efforts to meet the contract goal, the bidder will be offered the opportunity to meet in person for administrative reconsideration. A committee appointed by the LPA will hear administrative reconsideration. Preferably, members of this committee will be officials that did not take part in the original determination by the Goal Compliance Committee. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration, including the basis for finding. The result of the reconsideration process will not be administratively appealable to the USDOT.

In the event that the LPA does not award the contract to the apparent lowest responsive bidder, the LPA reserves the right to award the contract to the next lowest responsive bidder that submits participation to meet the contract goal or documents that adequate good faith efforts have been made to meet the goal.

Directory of Transportation Firms

Real-time information about firms doing business with the Department and firms that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering http://apps.dot.state.nc.us/vendor/directory in the address bar of your web browser.

The Directory allows the display to be customized and the firms listed to be filtered by attributes, including work types, certification type and desired work area. The list can be printed or downloaded as a Microsoft Excel file. Firms identified as DBE certified in the Directory can be utilized to meet the contract goals.

The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the firm's capability to perform certain work.

Replacement of DBE

The Contractor shall not terminate a committed DBE subcontractor for convenience or perform the work with its own forces or those of an affiliate. If the Contractor fails to demonstrate reasonable efforts to replace a committed DBE firm that does not perform as intended or completes the work with its own forces without the Engineer's approval, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of committed DBE.

(A) Performance Related

When a DBE is terminated or fails to complete its work on the contract for any reason, the Contractor shall take all necessary, reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work as the DBE that was terminated. The Contractor is encouraged to first attempt to find another DBE firm to do the same work as the DBE that was being terminated.

To demonstrate necessary, reasonable good faith efforts, the Contractor shall document the steps he has taken to replace any DBE subcontractor who is unable to perform successfully with another DBE subcontractor. Such documentation shall include but not be limited to the following:

(1) Copies of written notification to DBEs that their interest is solicited in subcontracting the work defaulted by the previous DBE subcontractor or in subcontracting other items of work in the contract.

(2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:

(a) The names, addresses, and telephone numbers of DBEs who were contacted.

(b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.

(3) For each DBE contacted but rejected as unqualified, the reasons for the Contractor's conclusion.

(4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification

(1) When a committed DBE is decertified by the Department after a Request for Subcontract has been received by the LPA, the LPA will not require the Prime Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract commitment.

(2) When a committed DBE is decertified prior to the LPA receiving a Request for Subcontract for the named DBE firm, the Prime Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the contract goal or demonstrate that it has made a good faith effort to do so.

Changes in the Work

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed DBE, the Contractor will not be required to seek additional participation. When the Engineer makes changes that result in additional work to be performed by a DBE based upon the Contractor's commitment, the DBE shall participate in additional work to the same extent as the DBE participated in the original contract work.

When the Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by DBEs unless otherwise approved by the Engineer.

When the Engineer makes changes that result in an alteration of plans or details of construction and a portion or all of work had been expected to be performed by a committed DBE; the Contractor shall seek participation by DBEs unless otherwise approved by the Engineer.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a DBE, the Contractor shall seek additional participation by DBEs equal to the reduced DBE participation caused by the changes.

Counting DBE Participation Toward Meeting the DBE Goal

(A) If a firm is determined to be an eligible DBE firm, the total dollar value of the participation by the DBE will be counted toward the contract commitment. The total dollar value of participation by a certified DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.

(B) When a DBE performs as a participant in a joint venture, the Contractor may count toward its DBE goal a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.

(C) (1) The Contractor may count toward its DBE goal only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(2) Consistent with normal industry practices, a DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal. If a DBE Contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE

shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department for commercially useful functions. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

(3) The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function.

(a) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

(b) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(e) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

(f) For purposes of this paragraph, a lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.

(D) A contractor may count toward its DBE goal 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from DBE regular dealer and 100 percent of such expenditures to a DBE manufacturer.

(E) A contractor may count toward its DBE goal the following expenditures to DBE firms that are not manufacturers or regular dealers:

(1) The fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided

the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

(2) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Reports

All requests for subcontracts involving DBE subcontractors shall be accompanied by a certification executed by both the Prime Contractor and the DBE subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This information shall be supplied on the Department Form RS-1-D unless otherwise approved by the Engineer. In any event, the LPA reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

Within 30 days of entering into an agreement with a DBE for materials, supplies or services, not otherwise documented by a Request for Subcontract as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation should also indicate the percentage (60% or 100%) of expenditures claimed for DBE credit.

All certifications will be considered a part of the project records, and consequently will be subject to penalties under Federal Law associated with falsifications of records related to projects.

Reporting Disadvantaged Business Enterprise Participation

The Contractor shall provide the Engineer with an accounting of payments made to Disadvantaged Business Enterprise firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in (1) withholding of money due in the next partial pay estimate; or (2) removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list.

The Contractor shall report the accounting of payments by using the "Subcontractor Payment Report" included in this contract manual.

Contractors reporting transportation services provided by non-DBE lessees in accordance with item (C)(3)(e) above shall evaluate the value of services provided during the month of the reporting period only.

Prior to payment of the final estimate, the Contractor shall furnish an accounting of total payment to each DBE. A responsible fiscal officer of the payee contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to DBEs, it shall be the prime contractors responsibility to report all monthly and final payment information.

Failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from working on any DOT project until the required information is submitted.

LISTING OF DBE SUBCONTRACTORS AND COMMITMENT ITEMS

2. FIRM NAME AND ADDRESS	ITEM NO.	ITEM DESCRIPTION	AGREED UPON UNIT PRICE (*)	DOLLAR VOLUME OF SUBLET ITEM

CONTRACT NO._____	COUNTY_____	FIRM_____
(*) The Dollar Volume shown in his column shall be the actual price agreed upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine percentage of total contract bid price.	**3. Dollar Value of DBE Subcontractor** MUST HAVE ENTRY EVEN IF FIGURE TO BE ENTERED IS ZERO	$_____
	4. Percentage of Total Contract Bid Price	_____%

SECTION 00910

CERTIFICATE OF TOWN ATTORNEY

I am the Town Attorney for the Town of Holly Springs and after receiving these documents, I find them legally sufficient as to form.

BY:_____

TITLE:_____

DATE:_____

CERTIFICATE OF FINANCE OFFICER

I hereby certify that I am the legal and duly appointed Financial Officer for the Owner of this project and that provision for the payment of the moneys to fall due under this agreement has been made or will be made by appropriation duly made or by bonds or notes duly authorized, as required by the Local Government and Fiscal Control Act.

BY:_____

TITLE:_____

DATE:_____

- END OF SECTION 00910 -

Signal Fiber Construction

Signal Fiber Construction

Invitation to Bid

TECHNICAL SPECIFICATIONS AND BID REQUIREMENTS

August 2020

TABLE OF CONTENTS

TECHNICAL SPECIFICATIONS AND BID REQUIREMENTS 2
AGREEMENT **1 4**
WITNESSETH **1 4**
Introduction to Disadvantaged Business Enterprises Special Provision **17**
3. Dollar Value of DBE Subcontractor **2 5**
4. Percentage of Total Contract Bid Price **2 5**
1 Introduction **1**
2 Project Summary **2**
2.1 Network Design Overview 2
2.2 Summary of Scope of Work 3
3 General Requirements of Construction Services **5**
3.1 General Work Elements 5
3.2 Work Standards and Quality 5 3.3
Underground Cable Construction 7
3.4 Fiber Testing 7 3.5
Engineering Redlines 9
3.6 Material Handling 10
3.7 Safety Documentation and Training 10
3.8 Construction Safety and Health Standards 11
3.9 Hours of Operation 11
3.10 Traffic Control and Work Area Protections 11
3.11 Accident Reporting 13
4 Construction Scope of Services **1 4**
4.1 Underground Conduit and Cable Installation 14
4.2 Fiber Splicing and Testing 17
4.3 Installation of Conduit and Cable in Traffic Signal Bases 18 **5**
Time and Material Rates **2 0**
6 Contractor-Supplied Material Specifications **23**
6.1 Conduit 23
6.2 Handholes 23
6.3 Splice Enclosures 24
6.4 Construction Hardware 25
6.5 Fiber Optic Cable 25
6.6 Termination 26
7 Technical and Price Proposals **2 7**
7.1 Technical Proposal Document Requirements 27
7.2 Price Proposal Submission Instructions 28 **8**
Evaluation of Proposals **2 9**
Fiber Network Route Maps Proposal
Attachment 1: Price Sheets
Attachment 2: Contractor Qualifications Information
Attachment 3:

Invitation to Bid

Signal Fiber Construction

Invitation to Bid

Fiber Optic Communications
Network Construction

1 Introduction

The Town of Holly Springs intends to construct a fiber optic infrastructure to connect approximately 16 traffic signals to the Town's existing fiber network to improve signal synchronization and traffic flow, mitigate congestion, enhance signal reliability and improve safety for pedestrians and motorists.

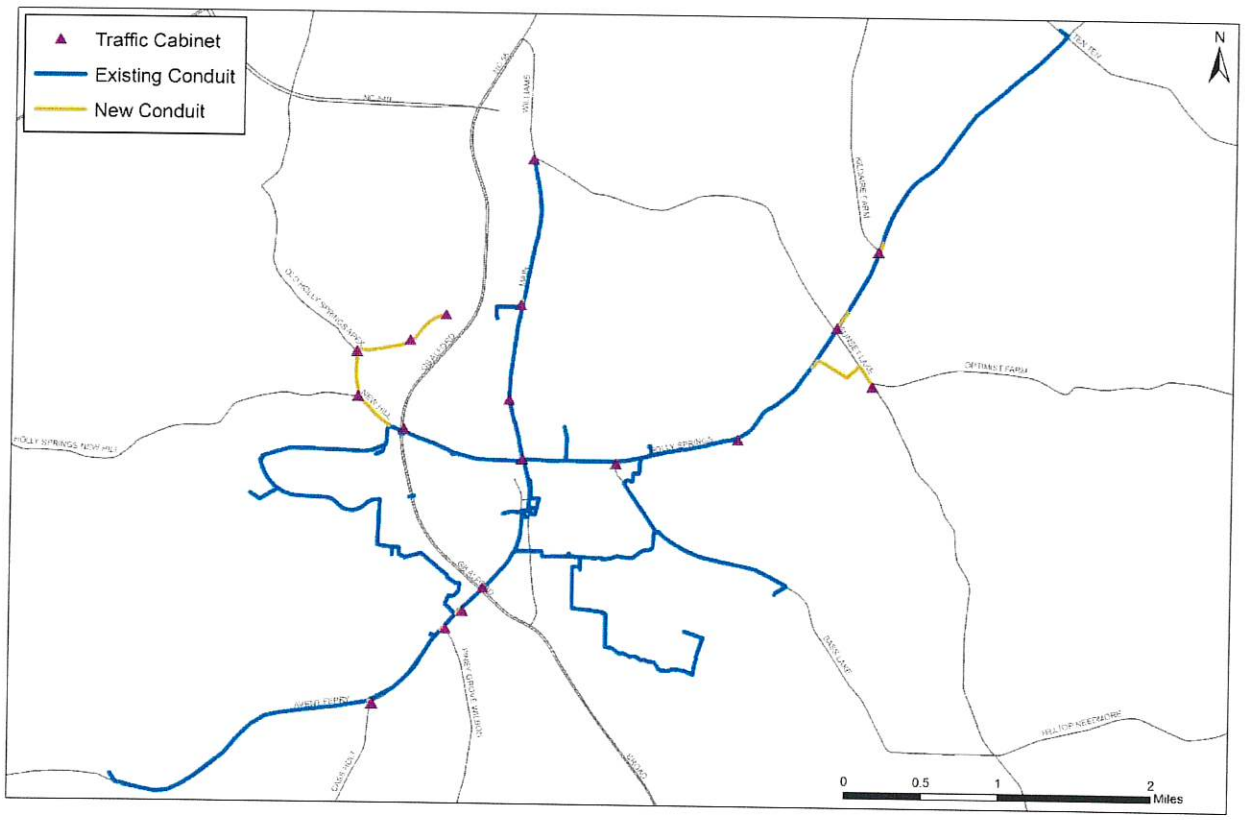
The Town intends to contract with a qualified firm to support the construction of its fiber optic network. The Town is seeking a commercial partner that comprehends and supports the goals of this effort. The scope of this Invitation to Bid (IFB) is based on the detailed engineering design drawings included in this bid document as (Attachment 1). The awarded contractor will work with the Town's engineering consultants to implement the traffic signal additions.

2 Project Summary

2.1 Network Design Overview

The project scope consists of approximately 2.2 route miles of new underground fiber construction, interconnecting the 16 traffic signals to the Town's network. Figure 1 provides a high-level map of the planned fiber optic network routes. Detailed maps are included in ***Attachment 1***. In order to accommodate the traffic signal additions, an increase in the Town's fiber capacity along portion of its backbone is required. This requires the Contractor to place an additional 144 count cable in the Town's existing conduit infrastructure. The cable placement will be approximately 2.7 miles, extending from the Law Enforcement Center (LEC), located at 750 Holly Springs Rd to the Corner of Thomas Mill Road and Green Oaks Parkway. The Town will provide access to as-built documentation of the existing network for the Contractors use. The anticipated design includes placement of 50-foot slack coils in each of the 29 Town handholes along this route. The new cable will be terminated into new rack-mounted patch panel at the LEC (144 fibers). The other side of the cable will terminate in a new splice enclosure supplied and prepped by the Contractor but not spliced into the network. *****The Town reserves the right to value engineer or exclude the cable addition scope from the final contract, depending on the overall proposal price*****

Figure 1: High-Level Signal Fiber Design Map



The network is being designed to facilitate access to and provide additional capacity for connections to future sites. As such, fiber optic cable strand counts, handhole placement, and specific routes reflect these future growth objectives. The backbone extensions will generally

consist of two, 2-inch conduits and a single 144-count fiber optic cable. Fiber laterals consisting of a single 2-inch conduit will extend from these backbone traffic signal locations.

Table 1 provides a list of the traffic signal locations that will be connected by this initial phase of the network construction.

Table 1: Traffic Signal Locations

Signal Identifier	Location
05-1709	NC-55 / Sunset Lake Rd
05-1637	NC-55 / Anchor Creek Wy
05-1879	NC-55 / Oakhall Dr
05-0983	NC-55 / Holly Springs Rd
05-1997	Avant Ferry Rd / HWY 55 Bypass
05-1863	Avant Ferry Rd / Trotters Bluff
05-1710	Avant Ferry Rd / Paddock View
05-2327	Avant Ferry Rd / Cass Holt Rd
05-2446	New Hill Rd / Old Holly Springs Apex Rd
05-2445	Bennet Knoll Rd / Old Holly Springs Apex Rd
05-2444	Bennet Knoll Rd / Vinewood Pl
05-2443	Bennet Knoll Rd
05-2437	NC-55 / West Holly Springs Rd
05-2182	Holly Springs Rd / Bass Lake Rd
05-2416	Holly Springs Rd / Linksland Dr
05-2363	Sunset Lake Rd / Arlen Park Pl

2.2 Summary of Scope of Work

The Contractor shall provide turnkey fiber construction and material supply services, primarily consisting of, but not limited to following tasks:

- Initiation of utility locate requests through the North Carolina One Call Center (NC811), and strict adherence to all North Carolina Underground Damage Prevention Statutes;
- Sub-surface installation of conduit, primarily through the use of horizontal directional drilling, including utility locating through test pitting, traffic control, and permanent paved surface restoration;
- Installation of underground handholes/pull-boxes and ground rods, including permanent surface restoration;
- Installation of marker posts, disks, and locatable balls;
- Placement of fiber optic cable and/or tracer wire in conduit;

- Installation of fiber splice enclosures and fiber splicing;
- Placement and assembly of fiber termination panels and related hardware;
- Management of NCDOT certified contractor for cabinet installation, base boring, and splicing
- Optical performance testing of fiber optic strands; and
- Provision and storage of all materials related to the above construction.

The Town and its engineering consultants will provide all engineering work documents necessary for construction, and will supply or facilitate all Town, NC DOT, and environmental permitting required. The Town will not assess permitting fees to the Contractor for performance in accordance with the scope of this document. Any permitting costs to outside entities shall be borne by the Town, and if required to be paid by the Contractor, shall be charged to the Town at direct cost.

The Contractor will be responsible for performing permanent asphalt and concrete restoration where required for necessary and reasonable utility test pitting performed by the Contractor. The Contractor shall be required to perform permanent restoration of all surfaces, according to Town and NCDOT standards, for accidental damage or otherwise unnecessary surface disturbances caused by the Contractor. The Town shall be the sole determinant as to the reasonableness of surface disturbances caused by the Contractor.

The Contractor will provide regular progress reporting, and will closely coordinate its construction schedule with the Town and its designated project management personnel. The Contractor shall provide an onsite Project Manager as the primary point of contact to the Town for the duration of the project, and shall be expected to attend regular project status and management meetings. The Project Manager shall be onsite during the duration of the construction work. The Contractor shall provide daily progress reporting and forecasting of the construction locations for the following work day during active construction phases of the project, and shall provide weekly reporting of key progress metrics to be defined by the Town.

3 General Requirements of Construction Services

This section defines general requirements and terms applicable to all construction services provided by the Contractor.

3.1 General Work Elements

The following elements apply to all work specified in this document unless a particular exception is noted in the specifications for the individual item.

- Each item shall be installed in accordance with the design at locations as shown on the plans or as directed by the Town.

- Backfill in trenches, around forms and handholes, or at any other place shall be completed thoroughly using a power tamper in lifts of not more than six inches as it is

being placed unless otherwise directed in writing by the Town. Any paving material or fill removed for trenching shall be replaced in kind.

- All holes and trenches shall be protected at the Contractor's expense from accidental entry by vehicles and pedestrians through the use of steel plates or other approved materials as required by the Town or NCDOT standards. Should the Contractor fail to provide adequate protection to the surroundings of a work site, or should the operations be carried out in such a way as to allow or cause damage to any roadway, street, sidewalk, the property of any utility, or other private or public property, work may be stopped until deficiencies are corrected. Should the repair not be undertaken and should it be necessary for the Town to protect the area and/or make the repair, the cost shall be deducted from payment due the Contractor.

- At the discretion of the Town, sod shall be removed either by the use of an approved sod cutter and then replaced, or topsoil and seed shall be placed. Care shall be taken to minimize the disturbance, and the area shall be fully restored.

- Concrete shall be finished to match any adjacent concrete. If no match is required, the surface area shall be broom finished and edged.

- All fiber cable shall be transported by and unreeled from a cable trailer(s). The laying of reels on the ground and subsequent removal of fiber cable from this position is prohibited.

3.2 Work Standards and Quality

3.2.1 Applicable Standards

The Contractor shall comply with the National Electrical Code (NEC), the National Electric Safety Code (NESC), and applicable industry standards, as well as any and all other applicable Federal, State and local laws and regulations. Contractor is retained by the Town for this Project based on Contractor's representation of its expertise and experience in the type of work that is the subject of this Contract. Contractor represents and warrants that Contractor is familiar with the aforementioned codes and standards as well as those referenced below. Construction methods and techniques used by the Contractor shall be in accordance with the recommended practices and procedures published by leading industry manufacturers and trade associations, including but not limited to the following:

- Society of Cable Telecommunications Engineers (SCTE) Recommended Practices for Optical Fiber Construction and Testing;

- ANSI/TIA/EIA Telecommunication Standards (latest editions)

- National Electrical Code (NEC) (latest edition)

- BICSI Telecommunications Distribution Methods Manual (TDMM)

- BICSI Outside Plant Design Reference Manual (OSPDRM) (Latest Edition)

- BICSI Installation Standards for Commercial Buildings
- Telcordia Blue Book – Manual of Contractor's Procedures
- North Carolina Occupational Safety and Health (NCOSH) Division; and
- Federal Occupational Safety and Health Administration (OSHA) regulations.

The Contractors shall also follow all applicable local standards. The Contractors shall be aware of all standards and their application within North Carolina. Ignorance or lack of knowledge shall not be an excuse for improper work to occur. Any work constructed in violation of any applicable code shall be corrected and re-installed properly at the Contractor's expense.

3.2.2 Unsatisfactory Operations

Should it be necessary to halt the work because of incorrect or unsatisfactory operations under the terms of the awarded contract or because of failure to follow safety standards applicable hereto, the Contractors must take immediate steps to remedy the deficiencies. Should repair or correction of any safety defect or deficiency not be immediately undertaken, and should the Town be required to protect the site or make the repair or correction, the cost of such work shall be deducted from payment due the Contractor.

3.2.3 Inspection

The Town, or its designated contractor, shall inspect the Contractor's work to ensure adequate workmanship and onsite safety requirements are met. NCDOT reserves the right to perform additional inspections of the Contractor's work.

During any inspection including, but not limited to, the final inspection of each work site, should it be found that non-concealed work is substandard, the burden of proof that the concealed work is up to standard shall be the Contractor's, who shall do such as is necessary, including exposing the concealed work, to clearly establish that the concealed work meets the specifications as outlined. Any and all items such as, but not limited to, improperly set couplings and concrete or masonry work that is not up to specified standards shall be removed and replaced at the Contractor's expense.

3.3 Underground Cable Construction

Before construction, the Contractor shall provide notification to other Utilities and other parties using appropriate One-Call underground location and marking services. Pull-tapes with linear length markers and a minimum tensile strength of 1,100 pounds shall be installed in all installed conduit. Tracer wire for purposes of locating conduit shall be installed within all installed conduit.

The minimum bend radius specified by the cable manufacturer shall be observed by the Contractor at all times when handling the fiber cable. Fiber cable storage loops shall be installed in handholes at locations prescribed by engineering drawings supplied by the Town, and cable shall be coiled with a bend radius no less than specified for storage by the cable manufacturer.

New fiber installations into Signal Cabinets shall be placed in existing conduit where possible. A minimum of 25 feet shall be provided and stored as excess fiber at the termination location or point unless specified otherwise by engineering drawings supplied by the Town.

**** Locate balls shall be installed in areas required by the town and will be provided by the Town. ****

3.4 Fiber Testing

The Contractor shall perform optical performance tests during construction to validate that installed cable is not damaged or defective, and that outdoor splices meet performance requirements. This testing will generally occur prior to termination of fiber strands, and will require the use of bare fiber adapters for temporary connectorization. This testing must occur after cable is installed with all intermediate backbone splices and mid-sheath splices completed on any particular segment. This testing shall consist of bi-directional end-to-end OTDR testing for each fiber strand installed.

Additionally, final acceptance shall be contingent upon successful end-to-end testing of each terminated fiber strand. Fiber will be tested end-to-end to validate the optical performance of the entire link, as well as to verify that fiber splicing has occurred according to supplied splice matrices. This testing will consist of bi-directional OTDR testing, as well as direct optical attenuation and continuity testing using a calibrated optical source and power meter. This testing shall occur only after fibers are terminated on both ends of a link, and all intermediate construction and/or splicing involving the re-entry of installed splice cases or handling of the fiber optic cable is completed for a particular segment under test.

The Contractor shall provide the Town with electronic documentation of all test results.

3.4.1 Testing Criteria

Testing shall be deemed successfully completed if: (1) maximum fiber losses meet manufacturer specifications, with an allowance for splices and connectors; (2) individual splice losses do not exceed 0.1 dB; and (3) maximum mated connector losses do not exceed manufacturer specifications. Testing will be performed by Contractor personnel, and may be observed by designated representatives of the Town. The Town may request and/or perform additional testing to verify results prior to accepting test data.

3.4.2 OTDR Testing Procedure

An OTDR shall be used to measure and document splice losses and connector losses. To correctly identify abnormalities at a short range, a 100-meter or longer launch cable shall be used between the OTDR and the fiber under test. Bi-directional traces shall be acquired for each fiber. If the connection of the launch cable to the patch panel requires optimization by the operator, sampling acquisition will commence upon completion of the optimization.

Each fiber will be identified, and the results of the test for each fiber will be recorded as indicated below in the section "Test Data File Names." The test will be repeated for each of the fibers linking a particular site. All tests will be made at 1310 nm and 1550 nm.

Settings on the OTDR shall reflect the following:

A. The Refractive Index shall be set for the actual fiber utilized (commonly-used Corning

SMF-28 single mode fiber has a refractive index of 1.4677 at 1310 nm); B. Pulse width no greater than 100 ns (10m) for all fiber lengths;
C. Scattering coefficient specified by the fiber manufacturer for each wavelength tested;
D. A minimum of 10,000 sampling acquisitions (averages);
E. Maximum range set to no more than 10 km for all fiber length less than 10 km; F. Maximum range set to no more than 25 km for fiber lengths greater than 10 km; and
G. Event threshold: 0.05 dB.

A uniform file-naming scheme for recorded data shall be used, complying with the following conventions or mutually agreed conventions by the Town and Contractor:

xxxx000yyyy111

*Where:

- xxxx = four-place alpha-numeric site designation or splice location (Sp1, Sp2, ec.) at which the OTDR is located (see table below)
- 000 = three digit fiber port number (or fiber strand number for un-terminated fiber)
- xxxx = four-place alpha-numeric site designation or splice location (Sp1, Sp2, ec.) at the opposite end from where the OTDR is located (see table below)
- 111 = three digit fiber port number (or fiber strand number for un-terminated fiber)

Site Designation	Site Name	Location
1709	05-1709	NC-55 / Sunset Lake Rd
1637	05-1637	NC-55 / Anchor Creek Wy
1879	05-1879	NC-55 / Oakhall Dr
0983	05-0983	NC-55 / Holly Springs Rd
1997	05-1997	Avant Ferry Rd / HWY 55 Bypass
1863	05-1863	Avant Ferry Rd / Trotters Bluff
1710	05-1710	Avant Ferry Rd / Paddock View
2327	05-2327	Avant Ferry Rd / Cass Holt Rd
2446	05-2446	New Hill Rd / Old Holly Springs Apex Rd
2445	05-2445	Bennet Knoll Rd / Old Holly Springs Apex Rd
2444	05-2444	Bennet Knoll Rd / Vinewood Pl
2443	05-2443	Bennet Knoll Rd
2437	05-2437	NC-55 / West Holly Springs Rd
2182	05-2182	Holly Springs Rd / Bass Lake Rd
2416	05-2416	Holly Springs Rd / Linksland Dr
0879	05-0879	Holly Springs Rd / Sunset Lake Dr
2121	05-2121	Holly Springs Rd / Kildaire Farm Rd
2363	05-2363	Sunset Lake Rd / Arlen Park Pl

TWHL	Town Hall	128 South Main Street
LEC	Law Enforcement Center	750 Holly Springs Rd, HS, NC 27540

For example, TWHL0241709001.trc would be the OTDR trace captured from Town Hall connected to fiber port 24, which should provide connectivity to Signal 05-1709 port 1. The filename P1709001TWHL024.trc would be for the OTDR trace captured on this same fiber in the opposite direction.

Installed optical fiber OTDR test documentation shall include:

A. Total fiber length;
B. Individual fiber traces for complete fiber length;
C. Losses of individual splices and connectors; D. Losses of other anomalies;
E. Wavelength tested and measurement directions;
F. Manufacturer, model and serial number of the test equipment; and
G. Name and company of the technician performing the tests.

All data collected at each location during the tests shall be recorded at the time of the tests using electronic means.

3.4.3 Optical Power Meter Test Procedure

Optical power meter measurements shall be made at the same time as the OTDR tests to determine overall fiber loss and to ensure that fibers have appropriate end-to-end continuity (fibers not crossed). Power meter testing shall be performed at both 1310 nm and 1550 nm and shall report the relative loss of each fiber strand.

3.5 Engineering Redlines

The Contractor shall perform field markups of engineering drawings provided by the Town reflecting specific as-built construction parameters following construction. All such documentation shall be provided to the Town and any designated engineering personnel.

Redlines shall identify the lateral placement of conduit relative to its distance from the curb at intervals not to exceed 50 feet; shall provide precise latitudinal and longitudinal coordinates of the center of each handhole, and shall provide precise latitudinal and longitudinal coordinates for the location of each locate ball. Redlined prints shall identify any deviations from Town supplied engineering drawings, including actual cable slack distances placed (whether more or less than specified).

The Contractor shall supply the Town with log data from the directional bore guidance system used during construction, indicating depth of the conduit placement. Also, redlines shall indicate measured depth of conduit placement for conduit placed using open trenching or open cut methodologies.

The Contractor shall GPS locate all handhole and installed locate ball markers placed on this project and shall provide the Town with precise latitudinal and longitudinal coordinates for each.

Construction may not deviate from Town supplied engineering drawings without prior approval from NCDOT and the Town (or its appointed designee).

3.6 Material Handling

3.6.1 Materials Transport

The Contractor shall be responsible for trans-shipping material between their yards and for maintaining the inventory of these items once acquired from the Town or received from suppliers on behalf of the Town. Materials or equipment shall be transported in a legal fashion and shall be protected from damage or loss. Lost or unaccounted material will be the responsibility of the Contractor, and will be reimbursed to the Town.

3.6.2 Materials Damaged

Any damage to or loss of any materials or equipment supplied by the Town to the Contractors, which occurs from handling or transport, or from any other source or way, shall be the sole responsibility of the Contractor and the value thereof shall be deducted from any payments due the Contractor.

3.6.3 Salvageable Materials

The Contractor shall salvage all useful materials and reuse materials for other Town projects to the extent feasible at the Contractor's discretion.

3.6.4 Materials Returned to the Town

The Contractor shall return to the Town any Town-supplied materials and fiber optic cable greater than 300 feet.

3.7 Safety Documentation and Training

The Contractor shall comply with all the requirements set forth in Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5). The Contractor agrees to comply with all the requirements set forth in Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5). The Contractor shall maintain records of safety training classes held, and any safety certifications held by its employees and sub-contractors.

The Contractor, its employees, agents, and subcontractors must be trained on the Underground Damage Prevention statutes and best practices prior to excavating on the Town project. All Contractor crew members must carry a training verification card with the date of training and prime contractor/subcontractor crew name at all times.

3.8 Construction Safety and Health Standards

The Contractor and any subcontractors shall not require any laborer or mechanic employed in performance of the contract to work under working conditions or in surroundings which are unsanitary, hazardous, or dangerous to the worker's health or safety, as determined under

construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, published in the Federal Register on December 16, 1972), as revised from time to time. The Contractors and any subcontractors shall comply with any and all NCOSH and OSHA regulations.

3.9 Hours of Operation

Unless otherwise approved by the Town, the Contractor shall perform all work between 8am and 3:30pm Monday-Friday. These Hours of Operation are superseded by any requirements listed in the applicable permits for a given area.

3.10 Traffic Control and Work Area Protections

The Contractor shall provide all equipment necessary to protect the well-being of employees, motorists and all others who come in contact with construction areas. Such precautions include, but are not limited to, crash cushions, flashing arrow boards, lighted barricades, steel plates, and concrete barriers. The Contractor shall ensure that all required signage meets Federal, State and Local standards.

The Contractor shall furnish, erect, maintain, relocate, and/or remove traffic control devices in accordance with the Contract Documents as well as the latest versions of the NCDOT "Standard Specifications for Roads and Structures, January 2018," NCDOT "Roadway Standard Drawings Manual, January 2018," MUTCD, NCDOT Supplement to the MUTCD, or as directed by the Town.

All traffic control devices furnished by the Contractor shall remain the property of the Contractor, unless otherwise specified by the contract. Traffic control devices shall include, but are not limited to signs, drums, barricades, barriers, electronic variable message boards, cones, delineators, flashing arrow panels, temporary guardrails, temporary concrete median barriers, vehicle-mounted temporary impact attenuators, pavement markings, raised reflective pavement markers, NCDOT Certified flaggers, and pilot vehicles.

3.10.1 Traffic Control Materials

Unless otherwise required, materials used in the fabrication and installation of construction traffic control devices shall be in accordance with the applicable provisions of the MUTCD. When traffic control devices are no longer required for traffic handling in the initial phase of construction requiring their use, they may be reused at various locations throughout the project provided the device is not defaced, is structurally sound, clean and otherwise conforms to the above requirements.

All enclosed lens (Engineer's Grade) sheeting required for use on traffic control devices shall have an identification mark on the surface. This mark signifies that the sheeting meets the requirements of Federal Specification L-S-300C for Minimum Reflectivity 1 Sheeting and Tape. The identification mark shall not interfere with the function of the device, but shall be visible both day and under illumination at night without the use of special devices. No work on the project shall start until all the traffic control devices required for the particular work activity are inspected and approved by the Engineer.

Traffic control devices which do not meet the requirements of this section shall not be used. If a device ceases to meet the requirements of this section during the project, it shall be promptly

removed and replaced with a conforming device at no additional compensation. The Engineer shall have the authority to determine the acceptability of the traffic control devices.

3.10.2 Traffic Control Construction Methods

Existing public streets or highways shall be kept open to traffic at all times by the Contractor unless permission to close these streets, or portions thereof, is granted by both the Engineer and the Director of Public Safety. In addition, the Town of Holly Springs Communications Division of the Police Department must be contacted BY THE CONTRACTOR A MINIMUM OF 24 HOURS before any streets are closed or partially closed. The Engineer may request that the Contractor make additional notifications to property owners.

Traffic control devices shall be installed at the inception of construction operations, and shall be properly maintained, relocated as necessary, cleaned, and operated during the time they are in use. They shall remain in place only as long as they are needed and shall be immediately removed thereafter. Where operations are performed in stages, only those devices that apply to the conditions present shall be left in place.

The location, legends, sheeting, dimension, number of supports, and horizontal and vertical placement of warning signs, barricades, and other traffic control devices shall be as required by the plans or the MUTCD or as directed by the Engineer. The Contractor may submit for the Engineer's consideration a method for handling traffic other than as shown on the plans. The alternate traffic control plans shall not be used until they are approved in writing by the Engineer. During periods when not warranted, warning signs and other devices shall be removed from the work area, covered with specified material, or otherwise positioned so that they do not convey their message to the traveling public. If covered, the covering material shall be exterior plywood and shall cover the entire face of the sign panel. The covering material shall be installed in such a manner that the sign panel will not be defaced. Non-metal washers or other spacing devices shall be used to keep the plywood covering material from direct contact with the sign panel. Covering material shall be maintained in a neat manner during its use.

Weeds, brush, trees, construction materials, equipment, etc. shall not be allowed to obscure any traffic control device in use. There will be no separate compensation for any trimming or cutting required for this purpose.

Competent and properly trained flaggers, properly attired and equipped, shall be provided in accordance with MUTCD standards and when directed by the Engineer or Inspector or when the Contractor deems it necessary to safely handle traffic through the construction zone.

The Contractor shall assume full responsibility for the continuous and expeditious maintenance of all construction warning signs, barricades, and other traffic control devices which in the opinion of the Engineer are damaged by traffic or other means or deteriorated beyond effectiveness. Conditions covered under maintenance shall include but not be limited to replacement due to loss of reflectivity; replacement of broken supports; plumbing of leaning signs; cleaning of dirty signs, barricades, and other devices; repair of defaced sheeting and legend; and replacement of stolen or vandalized items. All items used for traffic control shall be maintained in a satisfactory condition. Failure to maintain all traffic control devices in a

satisfactory condition may be cause for suspension of construction operations until proper traffic control is re-established.

The Contractor shall follow the construction procedure and maintenance of traffic as shown on the Traffic Control Plan, unless a more workable plan is agreed to by the Engineer prior to or during the execution of the work. The Contractor shall complete each construction phase in the sequence shown if phasing is specified.

Work on the project shall not start until all the traffic control devices required for the particular work activity have been inspected and approved by the Engineer.

The Contractor shall continuously review and maintain all traffic control measures to assure that adequate provisions have been made for the safety of the public and workers.

The Contractor shall furnish a material certification for all new and used reflective sheeting.

If it is necessary for the Town of Holly Springs police to be present to aid in the control of traffic, a 24 hour notice must be given to the Chief.

3.11 Accident Reporting

Any accident resulting in damage to property or causing personal injury within the limits of a work site shall be immediately reported to the appropriate police agency, other required agencies and the Town.

The Contractor shall immediately contact the Utility Operator/Owner and the Town when damage to an underground facility is identified. If a Natural or Propane Gas line is damaged, the Contractor must call 911 prior to notifying the Utility Operator. The Contractor shall not backfill around the underground utility line until the Utility Operator has repaired the damage and has given clearance to backfill. The Town will not pay the Contractor for labor, vehicles, material, or equipment or any other cost associated with the repair to any at-fault damage. Failure to comply may result in a verbal warning, suspension of the crew, loss of work, and/or termination.

4 Construction Scope of Services

The following sections define the scope and specific requirements for Construction Services Tasks to be provided on a per unit basis according to the proposal pricing sheets (Attachment 2A). All work performed shall adhere to all applicable requirements of Section 3.

Proposed pricing for each unit pricing item specified below shall include all basic mobilization, site preparation, work area protection, and standard traffic control necessary to perform the task safely and according to all applicable specifications in this document. Also, unit pricing shall be inclusive of any overhead, project oversight (foreman, project manager, etc.).

Unless otherwise specified, the basis of pricing and payment shall be linear route distance, not material length (cable, conduit, etc.), for linear unit measurements of tasks performed.

4.1 Underground Conduit and Cable Installation

Item #A1: Installation of Conduit

This item consists of installing rolled duct (conduit), having a nominal diameter of 2 inches, with all necessary fittings. The Town has the right to reject any installation method proposed for a given work site.

Unless otherwise specified by Town-supplied engineering drawings, conduit shall have a minimum cover of 36 inches as measured from the finished grade, and a minimum of 48 inches below the elevation of the adjacent edge of pavement, whichever is deeper. Conduit not terminated to a base or in a handhole shall be terminated two feet beyond the edge of the finished grade otherwise directed by the Town. Conduit shall not extend more than three inches inside a handhole.

Splicing or joining of HDPE conduit is prohibited without prior approval from the Town. All conduit joints shall be sealed with the appropriate cement to ensure that the two conduit pieces bond to one another to form a solid waterproof link. For metallic conduit, install metallic bushings and bond conduits.

If bends are required during installation, they must be sweeping bends. The Town shall be consulted before any bends are installed to ensure that the proper arc is provided.

If not already pre-installed by the manufacturer, a polyester or polypropylene pulling rope with a minimum rated strength of 1,100 pounds shall be installed in each conduit for future use.

Except where armored cable with a metallic sheath or "locatable" conduit is installed, immediately upon placement of the conduit, a 10-AWG copper tracer wire shall be installed in at least one conduit in each segment or conduit bank as part of this item. The tracer wire shall be pulled simultaneously with the installation of fiber optic cable in a continuous length. Where multiple pulls of fiber-optic cable are required and conduit is placed in the same trench or bore, only one tracer wire is required. Where multiple pulls of fiber-optic cable are required and conduits may separate into individual trenches, install a tracer wire in each conduit run. Provide waterproof butt splices where tracer wire is spliced. Splicing is allowed only in handholes, and must be bonded to the electrical ground rod in each handhole.

For all conduits entering handhole boxes, seal spare conduits with approved duct plugs. Seal conduits containing fiber-optic communications cable with mechanical sealing devices.

Item A1a: Installation using Directional Boring

This item consists of horizontal directional drilling/boring and placing conduit. Directional boring is the required underground placement technique unless approved otherwise by the Town. The size of a bore shall not exceed the outside diameter of the conduit by more than one (1) inch. If it does, cement grout shall be pumped into the void.

At all points where HDPE conduit will traverse under roadways, driveways, sidewalks, or Controlled Access Areas including entrance/exit ramps, conduit shall be placed a minimum depth of 4 feet or 8 times the back reamer's diameter, whichever is deeper. Conduit shall be placed to maintain a clearance of one foot (12-inches) from drainage pipe less than 60-inches in diameter while maintaining all other required clearances. A depth of 15-feet below finished

grade may be required when crossing an NCDOT-maintained controlled access highway, or as specified by approved permit drawings.

The Contractor shall guarantee the drill rig operator and digital walkover locating system operator are factory-trained to operate the make and model of equipment provided and have a minimum of one year experience operating the make and model of drill rig. The Contractor shall submit documentation of the operators' training and experience for review at least two weeks before start of directional drilling operations.

The Contractor shall provide a means of collecting and containing drilling fluid/slurry that returns to the surface such as a slurry pit, and shall provide measures to prevent drilling fluids from entering drainage ditches and storm sewer systems. The Contractor shall prevent drilling fluid/slurry from accumulating on or flowing onto pedestrian walkways, driveways, and streets. Immediately remove all drilling fluids/slurry that are accidentally spilled. The Contractor shall transport waste drilling fluid/slurry from site and dispose of in a method that complies with local, state and federal laws and regulations.

The Contractor shall provide grounding for the drill rig in accordance with the manufacturer's recommendations.

All excavated material shall be placed near the top of the working pit and disposed of properly. The Contractor shall backfill pits and trenches to facilitate drilling operations immediately after drilling is completed.

During drilling operation, the Contractor shall locate the drill head every 10 feet along drill path and before traversing underground utilities or structures using a digital walkover locating system. The locating system must be capable of determining pitch, roll, heading, depth, and horizontal position of the drill head at any point.

Upon completion of the conduit installation, the Contractor shall perform a mandrel test on the conduit system to ensure conduit has not been damaged using a non-metallic mandrel with a diameter or approximately 50% of the inside diameter of the conduit. If damage has occurred, replace the entire length of conduit and ensure that pull line is re-installed.

Item A1b: Installation of Additional Conduit - Directional Boring

This item consists of installing one additional conduit at the same time as the initial installation of a single conduit (Item A1a). The orientation of the conduits shall be at the contractor's discretion, but conduits shall not twist around one another or be allowed to deviate from straightline paths, except in the case of bend installations.

Item #A2: Installation of Handholes

This item consists of constructing and installing conduit handholes. The conduit handhole shall conform to the dimensions shown in the system design. Several conduits may extend into the handhole. The handholes will have a minimum 36" depth below surface that may be obtained by stacking handholes. All handhole lids must be appropriate for the required loading. Twelve inches (12") of #57 washed stone shall be placed below the base handhole and Three inches

(3") of the same stone placed around all sides of the handhole to promote drainage of water. All conduit ends shall be sealed to minimize water ingress.

Item #A2a: Installation of Type 2 Handhole – Tier 22, 24" x 36" x 36"

Item #A2b: Installation of Type 5 Handhole – Tier 22, 18" x 30" x 30"

Item #A3: Installation of Flush-mounted Locate Marker (Ground Rod)

This item consists of installing a flush-mounted locate marker (grounding rod) as well as a length of copper wire to bond to the item to be grounded. A minimum of 24" of the ground rods must be driven into undisturbed soil. The contractor shall supply up to 30 feet of copper grounding wire and shall cut the wire to the length as necessary. The grounding wire shall be properly bonded to the flush-mounted locate marker (grounding rod).

Item #A4: Installation of Town-Supplied Marker Posts

This item consists of installing a Town-supplied marker post. Posts shall be installed at a minimum of every 200 feet along a given route, as well as at every handhole (including where new conduit ties into existing handholes that do not have marker posts currently installed) and on both sides of every road crossing.

Item #A5: Installation of Town-Supplied Ball Markers

This item consists of installing a Town-supplied 4" Extended Range Ball Marker. Ball markers are to be installed every 50 feet along each conduit run directly above the installed conduit at a depth of no more than 3 feet. Ball markers shall not be installed under paved surfaces where directional drilling installation occurs.

Item #A6: Cable Installation in Conduit

This item consists of installing fiber optic cable in existing or newly installed conduits that may or may not contain an existing communications cable or cable(s) including slack coils within handhole locations. A strain limiter/release element that will part if the strain exceeds 300 pounds for 12-count fiber and 600 pounds for larger cables shall be used for outdoor fiber optic cable between the pulling grip and the pulling medium.

Any and all cable(s) pulled into any conduit without the use of an acceptable pulling grip, or without the use of a strain limiter/release element, or by using methods which may result in pulling forces in excess of strain release material set forth herein or prescribed by industry standards are unacceptable.

Any and all cable(s) installed in violation of allowed methodology shall be removed and replaced with new cable(s) using correct methods at no cost to the Town.

4.2 Fiber Splicing and Testing

Item #A7: Installation of New or Re-entry of Existing Splice Enclosure

This item consists of the physical preparation and installation of a non-encapsulated, gasketsealed splice enclosure, but does **not** include the actual strand splicing.

For new installation, the item includes the equipment setup, preparation of cable ends for splicing, and installing the splice enclosure in an underground pull box or handhole for one or more cables containing up to 288 fiber strands.

For an existing splice enclosure, this item consists of reentering an existing non-encapsulated, gasket-sealed splice enclosure to make additional splices, installing a new gasket, and resealing the enclosure after the splice work has been completed.

When mid-sheath splicing is required, work will consist of cutting away a section of cable jacketing to expose the buffer tubes, cutting or splitting open a buffer tube (depending on whether or not there are active fibers in that tube), preparing the designated fibers for splicing, and installing a splice enclosure to house the exposed section of cable. It typically will be performed on the Town's backbone fiber to facilitate splicing to a new or existing lateral fiber cable.

Care shall be taken not to cut any fibers that are in active use, and may require use of an active fiber identifier to verify strands not in-use before cutting strands. The work may include pulling fiber cable slack from adjacent handholes, and includes installing the splice enclosure in an underground pull box or handhole for one or more cables containing up to 288 fiber strands.

Splice enclosure installation shall be in accordance with applicable standards and manufacturer instructions.

Item #A8: Splicing of Fiber (single strand)

This item consists of splicing two ends of single-mode fiber, placing the fused fiber in a splice tray, and placing the tray in a splice enclosure, wall-mounted housings, or rack-mounted housings. All fiber shall be fusion-spliced. Splices shall have an optical attenuation of no more than 0.1 dB at 1550 nm and 1310 nm.

Item #A9: Final Acceptance testing of Terminated cable

This item consists of bi-directional OTDR and power meter testing installed fiber optic cable, terminated on both ends. Pricing shall be provided on a per strand basis for all connected Town locations.

All fiber strands shall be tested at 1310 nm and 1550 nm, and documented according to the specifications in Section 3.4.

4.3 Installation of Conduit and Cable in Traffic Signal Bases

Item #A10: New Conduit Entry into an Existing Traffic Signal Cabinet Base

This item consists of a new two-inch (2") conduit entry into an existing traffic signal cabinet base for the purpose of installing fiber optic cable. The contractor shall excavate around the cabinet foundation to determine if an existing conduit stub into the cabinet base is available for use, or to determine a location for a new conduit entrance, if required. Existing conduit stubs shall be used for cabinet entry if available, using NCDOT-approved conduit couplers and sealants.
Where new conduit entrances are required, they shall be created in accordance with NCDOT Standard Specifications, Section 1752, by core drilling foundations to install additional conduit. New conduit installations shall:

- Maintain a minimum of 3 inches (3") of cover between new conduit and edge of foundation.
- Maintain minimum clearance of 1 inch (1") from the flange of the base adapter and two inches (2") from existing conduits.
- Avoid damaging existing conduit, conductors, and anchor bolts. Repair all such damages.

When possible, the Contractor shall maintain traffic signal operations during all conduit and cable installation.

If required to facilitate conduit and/or cable installation, The Contractor shall unbolt the cabinet from its foundation and carefully tilt, lift, or slide the cabinet to create necessary clearances. The Contractor shall return the cabinet to its original position and securely bolt the cabinet to the foundation upon completion. Seal space between cabinet base and foundation with permanent, flexible, waterproof sealing material.

Item #A11: Installation of New *Traffic Signal Termination Panel*

This item consists of installing of a single termination panel within an existing traffic signal cabinet, typically for fiber strand counts of 12. This item includes any required assembly of the termination housing/frame, mounting the housing/frame, installation of splice trays, installation of connector modules and pigtails, installation of cable management hardware, and proper labeling of fiber ports. This item does not include fiber splicing.

Item #A12: Installation of New *Backbone Termination Panel*

This item consists of the installation of a rack mounted fiber termination panel, typically for fiber cable strand counts of 144 to 288. This item includes any required assembly of the termination housing/frame, rack mounting the housing/frame, installation of splice trays, installation of connector modules and pigtails, installation of cable management hardware, and proper labeling of fiber ports. This item does not include fiber splicing.

Item #A13: Intermediate Rock Adder

This item consists of directional boring when a standard directional bore and standard bore head or reamer are not capable of finding a path through rock without the use of a rock drilling head or reamer. The determination of the use of the Intermediate Rock Adder will be left to the discretion of the Town. The Intermediate Rock Adder is in addition to the unit cost for Item #A2a: Installation Using Directional Boring.

Item #A14: Solid Rock Adder

This item consists of directional boring when a standard directional bore and rock drilling bore head or reamer are not capable of finding a path through rock without the use more specialized rock drilling equipment. The determination of the use of the Solid Rock Adder will be left to the discretion of the Town. The Solid Rock Adder is in addition to the unit cost for Item #A1a: Installation Using Directional Boring.

5 Time and Material Rates

The following items are intended to be used for any unexpected labor and materials outside the scope of the items in Section 4 and Section 6. It is expected the project, as currently defined, will only require the use of items from Section 4 and Section 6. Pricing shall be provided on a per unit basis in the proposal pricing sheets (Attachment 2-B) and will not factor into the final bid price total (Attachment 2-D). All work performed shall adhere to all applicable requirements of Section 3. All time and material billing must be **pre-approved** by the Town.

Item #B1: Foreman

This item shall consist of providing a Foreman for a construction or installation crew at any location, as directed by the Town. The payment for the item shall be made at the contract unit price per hour bid for "Foreman," which price and payment shall constitute full compensation for wages, transportation to and from the work site, Contractor's allowable administrative costs and markup, and necessary incidentals.

Item #B2: Technician

This item shall consist of providing a Technician for an installation crew at any location, as directed by the Town. The payment for the item shall be made at the contract unit price per hour bid for "Technician," which price and payment shall constitute full compensation for wages, transportation to and from the work site, Contractor's allowable administrative costs and markup, and necessary incidentals.

Item #B3: Assistant

This item shall consist of providing a Helper or Assistant for a cable or splice installation crew at any location, as directed by the Town. The payment for the item shall be made at the contract unit price per hour bid for "Assistant," which price and payment shall constitute full compensation for wages, transportation to and from the work site, Contractor's allowable administrative costs and markup, and necessary incidentals.

Item #B4: Laborer

This item shall consist of providing a Laborer for a construction crew at any location, as directed by the Town. The payment for the item shall be made at the contract unit price per hour bid for "Laborer," which price and payment shall constitute full compensation for wages, transportation to and from the work site, Contractor's allowable administrative costs and markup, and necessary incidentals.

Item #B5: Air Compressor

This item shall consist of providing an Air Compressor with a minimum CFM rating of 150. The use and payment of this item at any location shall be subject to the approval of the Town.

Item #B6: Generator

This item shall consist of providing a Generator with a minimum capacity of 6,500 watts. This item consists of providing a Generator. This category includes a gasoline, hydraulic or other powered unit capable of providing 110/220 volts of electricity. This item includes transporting the unit to and from the work site as well as monitoring the unit for continuous operation.

Item #B7: Bucket Truck - Short (Reach Up To 40 Feet)

This item shall consist of providing a short Bucket Truck. The truck must be capable of lifting two persons with tools and equipment to a height of up to 40 feet. The use and payment of this item at any location shall be subject to approval of the Town.

Item #B8: Large Vehicle

This item shall consist of providing a large vehicle with tools. This category applies to all large vehicles required for outside plant construction activity. This category includes all tools (shovels, rakes, pick-axes, etc.), required for the type of construction work to be performed. Examples of a Large Vehicle include a tandem axle dump or flatbed truck, material handler truck, rear-end loader, roll back truck, tractor trailer, large bucket truck, etc.

Item #B9: Medium Vehicle

This item shall consist of providing a medium vehicle with tools. This category applies to all medium vehicles required for outside plant construction activity. This category includes all tools (shovels, rakes, pick- axes, etc.) required for the type of construction work to be performed. Examples of a Medium Vehicle include a utility truck, chip disposal truck, single axle dump or flatbed truck, stake-body utility truck, etc.

Item #B10: Small Vehicle

This item shall consist of providing a small vehicle with tools. This category applies to all small vehicles required for outside plant construction activity. This category includes all tools (shovels, rakes, pick-axes, etc.) required for the type of construction work to be performed. Examples of a Small Vehicle include a pick-up truck, four- wheel drive vehicle, van, farm tractor, etc.

Item #B11: Large Equipment

This item consists of providing large equipment with a trailer. This category applies to all large equipment required for outside plant construction activity. This category includes all equipment required for the type of construction work to be performed. Examples of Large Equipment include a bull-dozer, trac-hoe, back-hoe with greater than 40' reach, directional drill, crash truck, large bucket, vacuum truck, vibratory plow 36", etc.

Item #B12: Medium Equipment

This item consists of providing medium equipment with a trailer. This category applies to all medium equipment required for outside plant construction activity. This category includes all equipment required for the type of construction work to be performed. Examples of Medium Equipment include a back- hoe with 14' reach, front end loader small, roller, cable plow, vibratory plow 24", etc.

Item #B13: Small Equipment

This item consists of providing small equipment with a trailer: This category applies to all small equipment required for outside plant construction activity. This category includes all equipment required for the type of construction work to be performed. Examples of Small Equipment include a ditch witch, walk behind plow, generator trailer, light tower, arrow board, compressor, bush hog, bobcat, vibratory plow 18", chipper, rotary hammer, tamp, core driller, etc.

Item #B14: Light Plant

This item consists of providing a light plant that will provide enough illumination to meet the job's requirements. This category includes gasoline, diesel, propane, natural gas, solar, etc. powered units. This includes transporting the unit to and from the work site as well as monitoring the unit for continuous operation.

Item #B15: Crash Cushion

This item consists of providing a Department of Transportation approved portable cushion, which is attached to and moved by a truck. The Town will not be responsible for replacement or repair of crash cushions in cases of accidents involving purpose of use.

Item #B16: Flashing Arrow Board

This item consists of providing a Department of Transportation approved traffic arrow capable of sequential or flashing lighted signals to control traffic flow. This category shall include all gasoline, propane, or other fuels used to power the equipment.

Item #B17: Lighted Barricade

This item consists of providing Department of Transportation approved barricades Type I with 8inch diameter flashing amber lights.

Item #B18: Steel Plate

This item consists of providing Department of Transportation approved steel plates and will be invoiced as each plate per day (continuous 24 hour period), and includes any pins or patch required to safely set the plate. The category includes placement and maintenance of the plate.

Item #B19: Concrete Barriers

This item consists of providing concrete barriers (Jersey walls) used for work area protection. This category includes set-up, movement, removal and maintenance of concrete barriers.

Item #B20: Water Pump

This item consists of providing an electric, gasoline, or hydraulic operated pump capable of discharging at least 200 GPM (gallons per minute). Pump must be designed to operate in manhole environments where debris may be present in the liquid being pumped

6 Contractor-Supplied Material Specifications

All necessary material for construction of the fiber optic network shall be supplied by the Contractor. Pricing shall be provided on a per unit basis in the proposal pricing sheets (Attachment 2-C). Prices are to include all shipping costs. Bidders are to review the Project specifications carefully to determine if any miscellaneous materials not specified in this Section will be necessary to complete the defined project scope, and to include all necessary materials in the proposal.

The selected contractor is to store and issue all material for construction, except as otherwise directed by the Town. The Town may require certain quantities be delivered and stored at a Town facility for purposes of maintenance, future construction, and/or self-performance of certain tasks.

The materials specified or an approved equivalent shall be supplied by the contractor and used as needed to complete the scope defined in this document. All materials supplied shall be new and unused and, where applicable, all materials and equipment supplied shall be UL-approved.

Prices are to include all shipping costs to any location within the Town of Holly Springs specified by the Town.

6.1 Conduit

The Contractor shall provide high-density polyethylene (HDPE) roll duct meeting ASTM D-3350 specifications. All supplied conduit shall have a smooth inner wall and smooth outer wall. All conduit shall be pre-lubricated, and contain a pre-installed 1100 pound polyester pull tape. Conduit shall be provided in the following variations:

Item #C1: 2-inch SDR 11

- Two-inch (2"), SDR 11
- 2.375-inch nominal outer diameter
- 1.943-inch nominal inner diameter
- 0.216-inch minimum wall thickness
- Carlon #A13C6D1JNNB or approved equivalent

6.2 Handholes

The Contractor shall supply communications handhole boxes ("handholes") meeting dimensional and structural loading requirements specified by Town-supplied engineering drawings and all applicable permit requirements.

All handholes shall have the appropriate ANSI 77-2010 Tier designation/load rating and/or AASHTO Load Rating embedded in a surface that will be visible after installation. All handholes shall be straight-walled with an open bottom.

Handholes shall each be provided with a lid, lid bolts, and any required reducing coupler to support 2-inch and 1.25-inch nominal diameter conduit. Supplied lids shall be engraved with the words "**Holly Springs Fiber Optics**".

The Contractor shall supply the following handhole varieties meeting the specified loading standard and having the specified nominal outer dimensions:

Item # C2a: Type 2 Handhole – Tier 22, 24" x 36" x 36"

- Tier 22 Rated (22,500 pound design load, 33,750 pound test load)
- Composite Construction, UL listed to ANSI 77-2010
- External dimensions: 24" x 36" x 36" (WxLxD)
- RUS listed
- Straight-walled, open bottom

Item # C2b: Type 5 Handhole – Tier 22, 18" x 30" x 30"

- Tier 22 Rated (22,500 pound design load, 33,750 pound test load)
- Composite Construction, UL listed to ANSI 77-2010
- External dimensions: 18" x 30" x 30" (WxLxD)
- RUS listed
- Straight-walled, open bottom

6.3 Splice Enclosures

The contractor shall supply fiber optic splice enclosures, including splice traces and related hardware. Splice enclosures shall be suitable for splicing both ribbon and loose-tube fiber cable types.

Item #C3: Splice Enclosure and Accessories (4 cable, 144 mass fusion and 48 single splices)

This item consists of a single splice enclosure equipped with termination hardware for up to four cables, capacity for 144 mass fusion (ribbon) splices, and capacity for 48 single strand splices.

The enclosure dimensions should not exceed 17-inches in length and 6.5-inches in either width or height.

The enclosure and accessories shall be the Preformed Line Products (PLP) 8006945, or approved equivalent, with the configuration:

- One (1) each, Preformed Line Products Coyote Dome enclosure (8006945), or approved equivalent
- One (1) each, LGSTR144 ribbon splice tray, or approved equivalent supporting 144 mass fusion splices, including tie wraps and 60MM SMOUV splice protection sleeves

- Two (2) each, 80809958 splice trays, or approved equivalent supporting 24 single fiber splices, including tie wraps and 60 MM SMOUV splice protection sleeves
- All necessary cable retention and strength member retention hardware, port plugs, grounding accessories, and closure sealing accessories.

6.4 Construction Hardware

The contractor shall supply commonly used construction hardware meeting all applicable codes and standards as follows:

Item #C4: Flush-Mounted Locate Marker

This item consists of a single flush-mounted locate marker with attached grounding mount. Rhino RHTB-FIBER-EMC or approved equivalent. Each Marker shall be custom labeled using the Town's supplied information.

Item #C5: #10 copper tracer/ground wire, green insulation

This item consists of 10 AWG copper wire, UL-listed, with green insulation to be used as a tracer wire within conduit, or for other general electrical grounding purposes.

Item #C6: Wrap-Around Cable Marker Labels

This item consists of wrap-around cable labels, day-glow green (or orange). Labels shall be 4inches by 4-inches, William Frick P/N WFS-ES-0004, or approved equivalent, and shall read "Holly Springs Fiber Optic Cable."

6.5 Fiber Optic Cable

The Contractor shall deliver fiber optic cable in accordance to the following specifications:

- Ribbon optical cable for backbone applications, containing 12-strand ribbons, in 144count sheaths, conforming to international standards ITU-T G.652.D and Telcordia G-20.

- Loose buffer tube optical cable for service drop applications, containing 12-strand buffer tubes, in 12-count sheaths, conforming to international standards ITU-T G.652.D and Telcordia G-20.

- Delivered on reels holding a contiguous fiber cable length of up to 16,000 feet. Pricing shall include return shipping of steel reels if used. The Contractor shall be expected to coordinate cable orders to ensure cable lengths are provided as needed to support contiguous cable runs without splicing (not including mid-sheath splices) according to final designs.

- Comprised of All Dielectric (AD) materials.

- Comprised of a gel-free cable design incorporating dry water-blocking elements.

- Marked, in permanent white characters, with: o Manufacturer name o Month and year of manufacture o Number of optical fibers

- Sequential length markings, minimum of every two feet, in feet

- Corning brand; or approved equivalent.

The Contractor shall supply the following fiber cable varieties meeting the above specifications:

Item #C7a: 12-strand lateral cable, loose buffer tube, outdoor cable Item #C7b: 144-strand backbone cable, ribbon, outdoor cable

6.6 Termination

The contractor shall supply materials needed for fiber termination within each traffic signal cabinet. Materials shall meet applicable codes and standards as follows:

Item #C8: Fiber Termination Panel (DIN Rail-Mounted)

The Contractor shall supply a single termination panel equipped to support the termination of 12 fiber strands. The termination panel housing shall be designed for DIN Rail-mounting. The panel shall include 12 fiber pigtails terminated with SC/APC connectors, 12 SC/APC bulkhead connectors, bulkhead panel/module, splice tray, and related cable management accessories.

This item shall be the Corning SPH-01P, or approved equivalent, consisting of the following:

- One (1) each, Corning SPH-01P Single Panel Housing, or approved equivalent
- One (1) each, Corning CCH-CP12-D9 – 12-port, duplex, singlemode SC/APC connector panel, or approved equivalent
- 12 each, SC/APC fiber pigtail, preterminated, two (2) meters
- All required cable management and mounting accessories.

When installing DIN Rail-Mounted panel, do not block access to traffic signal cabinet components.

Item #C9: Fiber Termination Panel (Backbone)

This item consists of a single termination panel equipped to support the termination of 144 fiber strands using LC/UPC duplex connectors. The termination panel housing shall be designed for rack-mounting, and shall occupy no more than 4 RU (7-inches) of vertical rack space for connector housings, not including storage for splice trays and cable management.

The panel shall be provided with all necessary splice trays, cable management/strain relief, mounting hardware, and related accessories necessary to accept and terminate an entire 288count ribbon fiber cable.

The proposed solution may include the Corning CCH-04U using the CCH-CS24-A9-P003RE splice cassettes and related accessories, or an approved equivalent.

7 Technical and Price Proposals

7.1 Technical Proposal Document Requirements

This Invitation to Bid requires the return of sufficient narrative in response to the technical requirements of this document, including any exceptions the Contractor may take (on company letterhead), Attachment 2 (Technical Price Proposal Sheets), and Attachment 3 (Contractor Qualifications). Failure to return required documents may be cause for rejection of proposal.

Submissions shall include a Proposal that details the capabilities and qualifications of the Contractor to meet the requirements of this document. The detail shall include:

- The Contractor's technical approach to construction of fiber optic cabling with an emphasis on a safe work environment, professional and quality workmanship, and timely completion of work (to include Contractor's use of equipment and facilities). Proposals shall describe the availability of the Contractor's resources to mobilize and an estimated timeline to initiate construction efforts, not including permitting and other tasks outside the scope of the Contractor. Also, Proposals shall describe the availability of the Contractor's resources to provide a dedicated and continuous effort towards the construction of the Town's fiber network, including number of crews and primary equipment resources that can be dedicated to Holly Springs for the estimated duration of the project;

- The Contractor's Management Plan to include a staffing plan; a subcontracting plan indicating the proposed sub-contractors to be used; a quality control plan that identifies service warranties; a sustainability plan describing to what extent the Contractor is environmentally conscious and a safety plan demonstrating compliance with OSHA and other applicable requirements; and

- A list of five references in construction of single mode fiber optic cable (underground and aerial) in an outside plant environment during the past five years (Attachment 3, Contractor's Qualification Information). References may be contacted;

- Resumes for Key Personnel; and

- Proposal Pricing Sheet (Attachment 2).

Timely proposals become the property of the Town. Late proposals will not be considered and will be returned unopened.

The submission of a proposal on this Invitation to Bid will be considered as a representation that the Bidder: (1) has carefully investigated all conditions which affect or may, at some future date, affect the performance of the services covered by the proposal; (2) has carefully reviewed all contract documents; (3) is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed and materials to be furnished; and (4) is familiar with all Federal, State and County laws, all codes and ordinances of the Town that in any way affect the prosecution of the work or persons engaged or employed in the work.

7.2 Price Proposal Submission Instructions

Price proposals shall be for turnkey delivery of a fiber optic network as specified in this document and according to the estimated quantities specified in the Proposal Pricing Sheet (Attachment 2). The Town reserves the right to award all or any portion of the specified scope. Proposal pricing shall remain valid during the term of the negotiated contract for same services required for the expansion or modification of the particular project scope or design, to include, but not limited to the addition of network sites/laterals, modification of network routes, or expansion of the backbone network to other portions of the Town.

Proposed pricing shall be provided in Attachment 2-A for unit pricing of Construction Services Tasks defined in Section 4. Each item shall include all basic mobilization, site preparation, work area protection, and standard traffic control necessary to perform the task safely and according to all applicable specifications in this document. Also, unit pricing shall be inclusive of any overhead costs, project oversight (foreman, project manager, etc.), and quality control.

Use of supplied Labor and Equipment Hourly rates as defined in Section 5 and specified in the Proposal Pricing Sheet (Attachment 2-B) shall only be applicable to work tasked directly to the Contractor by the Town outside of the scope defined by specified Unit Pricing Items, or for anticipated non-standard levels of effort in relation to the Project Scope.

Proposed pricing shall be provided in Attachment 2-C for unit pricing of Construction Materials as specified in Section 6. Unit pricing shall be for estimated quantities shown, and shall include all shipping and related costs. Proposals may specify a percentage markup, not to exceed 15percent, from direct cost incurred by the contractor for miscellaneous materials not included in specified construction materials. Proposals shall identify any anticipated miscellaneous material costs not captured within the costs for defined unit price items.

Unless otherwise specified, the basis of pricing and payment shall be network route distance, not material length (cable, conduit, etc.), for linear unit measurements of tasks performed.

The "Total Proposal Price" calculated on Attachment 2-D shall be the basis of proposal pricing evaluation, and must represent a turnkey price for construction of the Holly Springs Fiber Optic Communications Network as described within this document.

8 Evaluation of Proposals

Proposals will be evaluated in two phases; the first based on the technical and price submittals and the second on the oral discussions, if required. The first phase will be evaluated based on the following criteria listed:

- Contractor's approach toward construction with high quality and workmanship (20%);
- Availability of the Contractor's resources to mobilize in a timely manner and to offer a continuous and dedicated effort to complete the Town's project (20%);

- Past performance (per submissions of Attachment 3), key personnel resumes, and technical competence (20%);
- Management Plan to include Staffing Plan, Subcontracting Plan, Cable Testing Plan, Quality Control Program, Sustainability Plan (Environmental), Safety Plan (20%);
- Completeness of proposal (5%); and
- Price/Value (15%);

After identifying the short list of the most qualified Bidders based on the evaluation criteria, representative(s) may be required to clarify their proposals by making individual presentations to the evaluation committee.

The Town may enter into negotiations with Bidders and invite best and final offers as deemed to be in the best interest of the Town. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at Town's sole discretion.

Contractors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Contractors are advised to respond to this Request for Proposals fully and with forth-rightness at the time of proposal submission.

Following the submittal of proposals, Contractors are strongly cautioned not to contact elected officials or members of the evaluation committee regarding the selection process. Inappropriate efforts to lobby or influence individuals or Contractors involved in this selection may result in dismissal from further consideration, at the Town's sole discretion.

Signal Fiber Construction

TECHNICAL SPECIFICATIONS AND BID REQUIREMENTS

ATTACHMENT 1

DETAILED ENGINEERING DESIGNS

Plans, Specifications, and Contract documents may be seen on the Town's website at http://www.hollysprings.gov.

ATTACHMENT 1

Fiber Optic Communications
Network Construction

Fiber Optic Communications
Network Construction

TECHNICAL SPECIFICATIONS AND BID REQUIREMENTS

ATTACHMENT 2

PRICE PROPOSAL SHEETS

ATTACHMENT 2-A1: Signal Fiber Construction Service Proposal Pricing Sheet

Bid Item #	Description	Unit	Estimated Quantity	Price	Extended Price
	CONSTRUCTION SERVICES - PRICE PROPOSAL SHEET A1				
	UNDERGROUND CONDUIT AND CABLE INSTALLATION				
A1a	Installation of Conduit using Directional Boring	FT	10,395	$16.20	$168399.00
A1b	Installation of Additional Conduit - Open Cut	FT	1,546	$1.00	$1546.00
A2a	Installation of Type 2 Handhole – Tier 22, 24" x 36" x 36"	EA	6	$302.89	$1817.34
A2b	Installation of Type 5 Handhole – Tier 22, 17"(18") x 30" x 30"	EA	9	$254.42	$2289.78
A3	Installation of Rhino HideOut Locate Marker (or equivalent) (Ground Rod)	EA	15	$114.52	1717.80
A4	Installation of Town-Supplied Marker Posts	EA	15	$89.87	$1348.05
A5	Installation of Town-Supplied Ball Markers	EA	15	$29.78	$446.70
A6	Cable Installation in Conduit	FT	28,035	$1.52	$42613.20
	FIBER SPLICING AND TESTING				
A7	Installation of New or Re-entry of Existing Splice Enclosure	EA	17	$197.25	$3353.25
A8	Splicing of Fiber (single strand)	EA	272	$29.45	$2337.92
A8	Final Acceptance testing of Terminated cable (per strand)	EA	208	$13.54	$2437.20
	INSTALLATION OF CONDUIT AND CABLE IN TRAFFIC SIGNAL BASE				
A10	New Conduit Entry into an Existing Traffic Cabinet Base	EA	6	$1145.85	$6875.10
A11	Installation of DIN Rail Mounted (or Wall Mounted) Termination Panel	EA	16	$237.85	$3805.60
A12	Installation of Backbone Termination Panel	EA	1	$465.00	$465.00
	ADDITIONAL ITEMS				
A13	Intermediate Rock Adder	FT	180	$13.54	$2437.20

A14	Hard Rock Adder	FT	28	$75.00	$2100.00

Price Proposal Sheet A1 (Construction Services) Subtotal: $248,017.34

ATTACHMENT 2-B: Time and Material Price Proposal Sheet

Bid Item #	Description	Unit	Price
	TIME AND MATERIAL - PRICE PROPOSAL SHEET B		
B1	Foreman	HR	$85.64
B2	Technician	HR	$67.24
B3	Assistant	HR	$48.85
B4	Laborer	HR	$43.65
B5	Air Compressor	HR	$18.96
B6	Generator	HR	$26.74
B7	Bucket Truck - Short (Reach Up To 40 Feet)	HR	$225.00
B8	Large Vehicle	HR	$175.36
B9	Medium Vehicle	HR	$115.38
B10	Small Vehicle	HR	$45.67
B11	Large Equipment	HR	$175.00
B12	Medium Equipment	HR	$119.65
B13	Small Equipment	HR	$41.74
B14	Light Plant	HR	$143.00
B15	Crash Cushion	HR	$250.00

B16	Flashing Arrow Board	HR	$26.00
B17	Lighted Barricade	HR	$26.00
B18	Steel Plate	HR	$55.00
B19	Concrete Barriers	HR	$115.00
B20	Water Pump	HR	$58.17

ATTACHMENT 2-C1: Construction Material Price Proposal Sheet

Bid Item #	Description	Unit	Estimated Quantity	Price	Extended Price
	CONSTRUCTION MATERIAL - PRICE PROPOSAL SHEET C1				
	CONDUIT				
C2	2-inch, SDR 11, HDPE Roll Duct	FT	12,969	$0.98	$11760.00
	HANDHOLES				
C2a	Type 2 Handhole – Tier 22, 24″ x 36″ x 36″	EA	6	$557.38	$3344.25
C2b	Type 5 Handhole – Tier 22, 17″(18″) x 30″ x 30″	EA	10	$451.76	$4517.56
	SPLICE ENCLOSURES				
C3	Splice Enclosure and Accessories (4 cable, 144 mass fusion and 48 single splices)	EA	17	$257.47	$4377.00
	CONSTRUCTION HARDWARE				
C4	Rhino HideOut Locate Marker (or equivalent)	EA	16	$56.20	$899.25
C5	#10 copper tracer/ground wire, green insulation	FT	11,432	$0.29	$3675.00

C6	Wrap-Around Cable Marker Labels	EA	36	$1.16	$41.90
	FIBER OPTIC CABLE				
C7a	12-strand lateral cable, loose buffer tube, outdoor cable	FT	4,805	$1.13	$27434.56
C7e	144-strand backbone cable, ribbon, outdoor cable	FT	24,343	$0.31	$1471.53
	ADDITIONAL ITEMS				
C8	1.25-inch HDPE Innerduct (Corrugated)	FT	270	$0.80	$214.99
C9	Fiber Termination Panel (DIN Rail-Mounted)	EA	16	$224.12	$3585.92
C10	Fiber Termination Panel (Backbone)	EA	1	$12250.36	$12250.36

Price Proposal Sheet C1 (Construction Materials) Subtotal: $73,572.31

ATTACHMENT 2-D – Proposal Pricing Summary Sheet

A unit price is an amount stated in the Construction Agreement as a price per unit of measurement for materials or service and shall be added to or deducted from the contract Sum by Change order in the event that a specific material and/or service provided by the Contractor is increased or decreased from the Estimated Quantity Bid in the Construction Agreement.

Unit prices are complete for labor, equipment, material, overhead and profit. Proposal Price includes the quantity of each item to be furnished complete according to the work shown on the plans and specifications and as estimated herein, inclusive of all appurtenances, as shown and specified. Any unused amount will be credited to the Owner by change order at the end of the project. Likewise, any item installed and accepted by the Owner that exceed the Contract Quantity estimated for that particular Bid item will be paid to the Contractor by Change Order at the Progress Payment that follows approval of the installation of the additional work items.

Subtotal for Signal Fiber Construction Services (Price Proposal Sheet A1):	$248,071.34
Subtotal for Signal Fiber Construction Materials (Price Proposal Sheet C1):	$73,572.31
Proposal Price:	**$321,589.65**

[If Bidder is not an individual, enter entity name here]

By: _____
(Signature)

NAME OF SIGNER: Kali Parks
(Please Print or Type)

TITLE OF SIGNER: CFO
(Please Print or Type)

DATE:

ATTACHMENT 2

ATTACHMENT 3

Contractor's Qualification Information

Name of Company: Hyper Networks, Inc

1. References: Please provide name and contact information of the owner or manager for five current or past accounts for which the Contractor has performed outdoor plant fiber construction services in the past five years.

1.1. Account Name: Google Fiber - RDU

Contract Completion Date: Ongoing - Annual

Owner/Manager: Betty Chang

Value of Contract: $11M

Address: 518 W Jones St.
Raleigh, NC
27603

Telephone: 201-294-2119

E-mail: bettywchang@google.com

1.2. Account Name: Qualtek Services

Contract Completion Date: Jan. 2019

Owner/Manager: Bernie Kitzinger

Value of Contract: $2.4M

Address: 1150 1st Ave #600
King of Prussia, PA
19406

Telephone: 856-649-5903

E-mail: bkitzinger@qualtekservices.com

ATTACHMENT 3

1.3. Account Name

Fulton Technologies, Inc

Contract Completion Date

December 2019

Owner/Manager

Colby Empey

Value of Contract

$1.5M

Address

5711 Research Dr

Canton, MI

48188

Telephone

214-577-3583

E-mail

colby.empey@fultontech.inc.com

1.4. Account Name

Google Fiber, CLT

Contract Completion Date

Ongoing - Annual

Owner/Manager

Mike Moran

Value of Contract

$4M

Address

518 W Jones St

Raleigh, NC

27603

Telephone

980-999-3673

E-mail

mjmoran@google.com

1.5.

Account Name	Contract Completion Date
Google Fiber, ATL	Annual - ongoing
Owner/Manager	**Value of Contract**
Scott Simcox	$3M
Address	**Telephone**
10 10th St NE	216-272-9317
Atlanta, GA	**E-mail**
30309	ssimcox@google.com

2. The Contractor has provided services as described in this Invitation to Bid for the past 3 years.

ATTACHMENT 4

NCDOT Approved Contractors List

1 Stop Lighting Inc. 148 Hemlock Road Gaffney, SC 29340	(864) 761-7088 Jerry George	veronicageorge@msn.com
** ALS of North Carolina P.O. Box 2949 Fayetteville, NC 28302	(910) 483-9100 (910) 483-8137 (Fax) Claude Zukowski Steve Balmer Amy Sawicki	alsofnc@nc.rr.com
Atlantic Technical Sales, Inc.	Bob Mantz	Bob@ats-sales.com
Brooks-Berry-Haynie & Associates, Inc. Electrical Contractors 600 Discovery Place SE Mableton, Georgia 30126	(770) 874-1162 (770) 874-1171 (Fax) Jared Barfield, Project Mgr. (404) 787-3528	Jbarfield@bbhelectric.com
** Bryant Electric Repair & Construction, Inc. P.O. Box 1658 Gastonia, NC 28053-1658	(704) 864-5703 (704) 868-3395 (Fax) Rob Davis	robd@bercoinc.net
Carolina Traffic Controls LLC 368 Daves Road York, SC 29745	(803) 371-3215 Charles Huffstetler	hufftraffic@hotmail.com
** Colter Electric Co. P.O. Box 12070 Winston-Salem, NC 27117	(336) 724-6316 (336) 724-6318 (Fax) Wayne Colter Scott Colter	scott@colterelectric.com
Davis H. Elliot Construction Company 951 Enterprise Drive Lexington, KY 40510	(859) 263-5148 ext. 2122 (859) 255-5988 Mike Smith	msmith@daviselliot.com

** Driggers Electric and Control Co. 634 Phillips Davis Dr. Charlotte, NC 28217-1547	(704) 527-2811 (704) 527-2814 Earl Driggers	vcdriggers@hotmail.com
DTS Intergrated Technology Solutions 540 Edwards Court Newport News, VA 23608	(757) 877-1926 (757) 877-3012 Antoine Holloway	Antoine.Holloway@dtsits.com

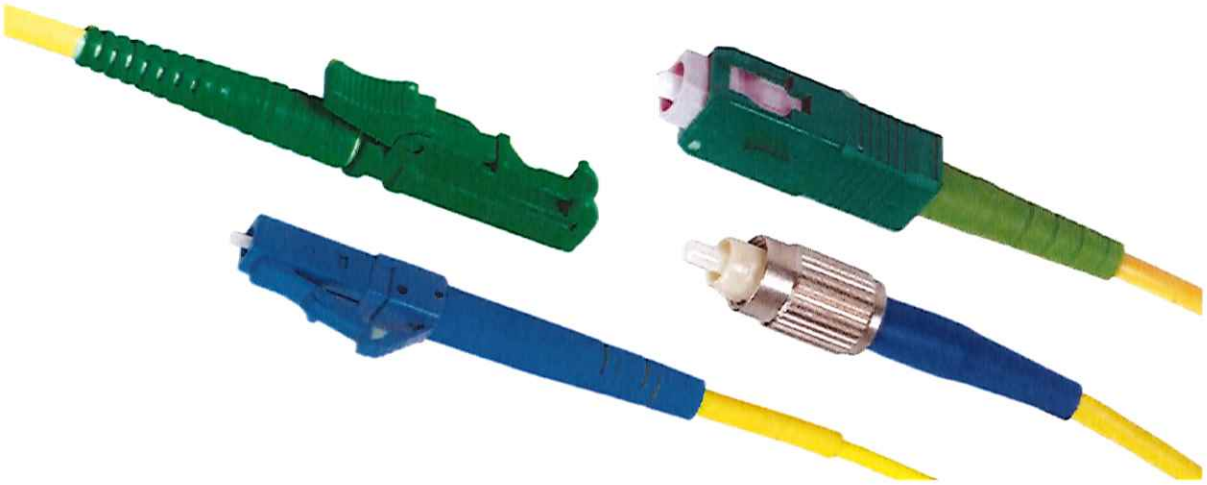
** Fulcher Electric of Fayetteville P.O. Box 2799 Fayetteville, NC 28302	(910) 483-7772 (910) 483-2463 (910) 483-5651 (Fax) Kenny Fulcher	fulcherelect@aol.com
Light Electric, Inc. 59 Mundy Cove Rd. Weaverville, NC 28787-9742	(828) 273-1867 (828) 658-9922 (Fax) David Rice	greenlightelectric@charter.net
** Haynes Electric Utility Corp. P.O. Box 16589 Asheville, NC 28816-0589	(828) 254-6141 (828) 253-8136 (Fax) Larry Hayes Tony Gentry Nathan Taylor	ntaylor@mbhaynes.com
Infrasource LLC 11702 Statesville Road Huntersville, NC 28078	(704) 971-4676 (704) 335-1626 (Fax) (919) 422-6604 Cell Phillip Spohn	pspohn@infrasource.com
J. Moore Electrical Contractors 450 Cedar Creek Rd. Swansea, SC 29160	(803) 568-4734 (803) 568-4730 (Fax) John W. Moore	jmec04@pbtcomm.net
Midasco LLC 7121 Dorsey Run Road Elkridge, MD 21075	(410) 579-6719 (410) 5796795 (Fax) Michael Filipczak	mfilipczak@midasco.net

Murray Enterprises, Inc. 1231 Shamrock Dr. Burlington, NC 27215	(336) 227-4304 Clancy L. Murray	murrayclm@aol.com
Protech Mechanical Inc. 575 Edmiston Road Mt. Ulla, NC 28125	(704) 663-1721 (704) 663-5619 (Fax) Ashley Brinkley	jabconpower@windstream.net
Protronix, Inc. 6120 Harris Technology Blvd. Charlotte, NC 28269	(704) 921-9200 (704) 921-0444 (Fax) Greg Price	GREGP@PROTRONIX.COM
** Reynolda Electric Co., Inc. P.O. Box 1070 Rural Hall, NC 27045-1070	(336) 969-2607 (336) 969-2691 (Fax) Ron Overby	reynolda@alltel.net
** S & S Electrical Construction Co., Inc. P.O. Box 447 Graham, NC 27253-0447	(336) 227-8498 (336) 228-7413(Fax) Wilbur Suggs	sselect11@bellsouth.net
** Terry Spell Mechanical Services, Inc. P.O. Box 310 Autryville, NC 28318	(910) 525-4030 (910) 525-5875 (Fax) Terry Spell	signalsrus@nc.rr.com
** T & H Eletrical Corp. P.O. Box 1429 Wilson, NC 27894	(252) 291-7132 (252) 291-0525 (Fax) David Farmer	david.farmer@thelectrical.net
** Traffic Control Devices, Inc. 710 Long Meadow Dr. Salisbury, NC 28147	(704) 680-9180 (704) 680-9185 (Fax) Randy Leason	randyleason@tcd-usa.com

** Trico Electric Company, Inc. P.O. Box 627 Tarboro, NC 27886-0627	(252) 827-2602 (252) 813-1019 (Mobile) (252) 827-2602 (Fax) John Jenkins	tricojohn@aol.com
United Signs & Signals, Inc. 28248 C.R. 561 Tavares, Florida 32778	(352) 742-1904 Danny Trigg	DTrigg@ussfl.com
** Watson Electric Contractors, Inc. P.O. Box 3105 Wilson, NC 27895-3105	(252) 237-7515 (252) 243-2420 (Fax) David Bell	dbell@watsonelec.com
World Fiber Technologies, Inc. 4070 Nine McFarland Drive Alpharetta, GA 30004	(770) 619-0118 Bob Bebee Joe Zimmerman	jzimmerman@worldfibertech.co
Walpar	Barbara Clements	barbarac@walpar.com

** Primary Contractors

COMMSCOPE®



Single-Mode Cable Assemblies

Pigtails and Jumpers

Single-mode fiber optic cable assemblies are designed for use in telecommunications, CATV, data communications and wide area network applications.

Pigtails are single fiber cables preassembled with a connector at one end. They are typically used to terminate primary coated fiber to optical equipment. For special applications, pigtails are available factory-stripped and with a pre-installed protection tube for precise length adjustment to a single element splice tray.

Jumpers are single fiber cables preassembled with a connector at both ends. They are typically used to cross-connect patch panel to patch panel and to interconnect patch panels to optical equipment.

Features

- CommScope offers two ranges of cable assembly specifications according to IEC 61755-1:
  - Grade C as a standard quality for use in data centers and telecommunication networks
  - Grade B as a superior quality if lower insertion losses are required, for example to cover extra distance
- All connectors are built with full ceramic ferrules and tuned for best compatibility and performance
- CommScope's standard single-mode fiber is according to ITU-T G.657.A1
- For all single-mode connectors used on the pigtails and jumpers, corresponding adapters are available and can be ordered separately

Optical Performance

	Standard connectors	Superior connectors
Grade according to IEC 61755-1	C	B
Insertion loss		
Random mated for 97%	≤ 0.50 dB	≤ 0.25 dB
Random mated average	≤ 0.25 dB	≤ 0.12 dB
Against reference[1]	≤ 0.45 dB	≤ 0.25 dB
Return loss		
Random mated for UPC[2]	> 50 dB	> 50 dB
Random mated for APC[3]	> 60 dB	> 60 dB
Operational temperature range	-40°C ... +70°C	-40°C ... +70°C

[1] Checked at 1310, 1550 and 1625 nm
[2] UPC = ultra polished physical contact
[3] APC = angled polished physical contact

For information on other grade connectors, please contact your local CommScope sales representative.

Ordering Information

Ruggedized Pigtails

OCP - XX - XX M XXXX- XX

Connector/Adapter type

Standard C grade	Superior B grade	Type
S1	SF	SC/UPC
S2	SG	SC/APC 8°
S3	-	SC/APC 9°
L1	LF	LC/UPC
L2	LG	LC/APC
-	E9	E2000/APC

Cable type

ASIA	1.8mm simplex	LSZH jacket
ASHA	1.8mm duplex	LSZH jacket

Cable length

06	6 meters
20	20 meters

900µm Transparent Pigtails

OCP - XX - XX M XXXX- XX

Connector/Adapter type

Standard C grade	Superior B grade	Type
S1	SF	SC/UPC
S2	SG	SC/APC 8°
S3	-	SC/APC 9°
L1	LF	LC/UPC
L2	LG	LC/APC
-	E9	E2000/APC

Cable type

ASEN	900µm	Semi-tight jacket

Cable length

02	2 meters

Jumpers

OCJ - XX - XX M XXXX- XX

Connector type at end 1

Standard C grade	Superior B grade	Type
S1	SF	SC/UPC
S2	SG	SC/APC 8°
S3	-	SC/APC 9°
L1	LF	LC/UPC
L2	LG	LC/APC
-	E9	E2000/APC

Connector type at end 2[1]

Standard C grade	Superior B grade	Type
S1	SF	SC/UPC
S2	SG	SC/APC 8°
S3	-	SC/APC 9°
L1	LF	LC/UPC
L2	LG	LC/APC
-	E9	E2000/APC

[1] For hybrid patch cords, connectors 1 and 2 must be the same grade.

Cable length

01	1 meter
02	2 meters
03	3 meters
05	5 meters
10	10 meters
15	15 meters
20	20 meters
25	25 meters
30	30 meters

Cable type

ASIA	1.8mm simplex	LSZH jacket
ASHA	2x1.8mm duplex	LSZH jacket

For additional connector styles, minimum order quantities and pricing, please contact your local sales person.

COMMSCOPE®

www.commscope.com

Visit our website or contact your local CommScope representative for more information.

© 2015 CommScope, Inc. All rights reserved.

All trademarks identified by ® or ™ are registered trademarks or trademarks, respectively, of CommScope, Inc. This document is for planning purposes only and is not intended to modify or supplement any specifications or warranties relating to CommScope products or services.

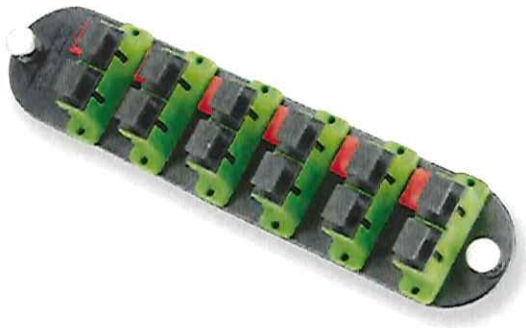
PS-320636 1-EU (12/15)

Closet Connector Housing (CCH) Panel, SC Adapters

Duplex, APC, 12 F, Single-mode (OS2)

CORNING

Corning Cable Systems Closet Connector Housing Panels (CCH-CP) are offered in a variety of fiber counts for use with LANscape® Solutions hardware products for a "one-size-fits-all" approach. Used with factory-installed or field-installable connectors, these panels provide interconnect or cross-connect capability in a housing at main cross-connects, intermediate cross-connects, telecommunication rooms or work areas. Available with a variety of industry-standard adapter types, the CCH-CP provides an efficient way to securely mate two connectors and offers multimode and single-mode applications.



Part Number: CCH-CP12-D9

Features and Benefits

Universal design approach
One-size-fits-all LANscape® Solutions housings

Broadest range of fiber count and adapter types
Solutions for all needs

Colored icon labeling
Easy connector identification

Specifications

General Specifications	
Application	Enterprise Networks, Data Center LAN/SAN
Product Type	Panels & Modules
Fiber Category	Single-mode (OS2)

Design - Hardware	
Connector Polish	APC
Fiber Count	12
Number of Adapters per Panel	6

Closet Connector Housing (CCH) Panel, SC Adapters

Duplex, APC, 12 F, Single-mode (OS2)

Design Adapter	
Adapter Housing Color	Green
Adapter Housing Material	Composite
Adapter Type	SC duplex
Insert Material	Ceramic

Chemical Characteristics	
RoHS	Free of hazardous substances according to RoHS 2002/95/EG

Ordering Information

Part Number	CCH-CP12-D9
Product Description	Closet Connector Housing (CCH) Panel, SC adapters, Duplex, APC, 12 F, Single-mode (OS2)

Shipping Information

Units per Delivery	1/1

RoHS COMPLIANT

Corning Cable Systems LLC • PO Box 489 • Hickory, NC 28603-0489 USA
800-743-2675 • FAX: 828-325-5060 • International: +1-828-901-5000 • www.corning.com/cablesystems
A complete listing of the trademarks of Corning Cable Systems is available at www.corning.com/cablesystems/trademarks.
Corning Cable Systems is ISO 9001 certified. © 2012 Corning Cable Systems. All rights reserved.

Single-Panel Housing (SPH-01P and SPH-01P-DIN)

Features and Benefits

Splice management and/or cross-connect
Versatility

Black metal construction
Durability and protection

Top and bottom cable entry grommets
Mid-span access and environmental sealing

Accepts Plug & Play™ Universal Systems clip
Ease of cable assembly installation

Standards

RoHS	Free of hazardous substances according to RoHS 2002/95/EG

Corning Cable Systems Single-Panel Housing is a cost-effective option for storage, protection and termination of optical fiber cables. Designed for indoor applications, the housing accepts standard LANscape® Solutions CCH connector panels and offers protection for the fiber cable and connectors for indoor wall-mount installations.

This compact unit has a 1.5-in frontal projection and is optimized for use in locations such as building entrance terminals, wiring closets, open office and other controlled environments where space is a premium. The durable black metal housing can be used for splice management, cross-connect or both for up to 12 heat-shrink splices. Top and bottom cable entry grommets are provided for mid-span access and environmental sealing, creating an effective solution for customer premises or remote locations.



Single-Panel Housing
| Photo LAN3536



Single-Panel Housing (open)
| Photo LAN3513

Single-Panel Housing (SPH-01P and SPH-01P-DIN)



Single-Panel Housing, DIN Rail-mountable, Holds 1 CCH Panel | Photo LAN3539

Ordering Information

Mechanical Characteristics			
Part Number	Description	Dimensions (HxWxD)	Shipping Weight
SPH-01P	Single-Panel Housing, wall-mountable, holds one CCH connector panel, black	16 cm x 14 cm x 5 cm (6.3 in x 5.5 in x 2 in)	0.5 kg (1 lb)
SPH-01P-DIN	Single-Panel Housing with DIN Rail mounting bracket, wall-mountable, holds one CCH connector panel, black	16 cm x 14 cm x 5 cm (6.3 in x 5.5 in x 2 in)	0.5 kg (1 lb)

Single-Panel Housing (SPH-01P and SPH-01P-DIN)

Accessories

Part Number	Product Description	Units per Delivery	
SPH-01P-BKT	Ledge-Mount Bracket used to mount to the top of a ledge	1 set	
CCH-CP12-E4	Closet Connector Housing (CCH) Panel, LC adapters, Duplex, 12 F, 50 µm multimode (OM3/4)	1/1	
CCH-CP12-E4-P03SH	Closet Connector Housing (CCH) Panel, pigtailed, LC connectors, Duplex, 12 F, 50 µm multimode (OM4)	1/1	

** Other CCH panel configurations also available.*

RoHS COMPLIANT

Corning Cable Systems LLC • PO Box 489 • Hickory, NC 28603-0489 USA
800-743-2675 • FAX: 828-325-5060 • International: +1-828-901-5000 • www.corning.com/cablesystems
A complete listing of the trademarks of Corning Cable Systems is available at www.corning.com/cablesystems/trademarks.
Corning Cable Systems is ISO 9001 certified. © 2013 Corning Cable Systems. All rights reserved.

CCH Pigtailed Splice Cassette 24 F, LC UPC duplex, Single-mode (OS2), single-fiber (250 µm)

Part Number:
CCH-CS24-A9-P00RE

CCH pigtailed splice cassettes enable faster field splicing and easy modular management of connectorization within the housing. The CCH pigtailed splice cassettes are preloaded and pre-routed for quick fusion splicing of either individual or ribbon fiber pigtails, using the same space-saving platform as the standard CCH splice cassette.

The pre-routed pigtailed cassettes reduce field labor by streamlining the features and components of the pigtail cassette to allow for efficiencies in the field. They are prepped with a 2 meter pigtail assembly with all pre-existing CCH panel connector options. The pigtailed cassettes have 900 µm at the connector panel for added durability and colored 250 µm for ease of splicing as well as having strain relief pre-applied to the assemblies from the manufacturing facility.

With the pigtailed cassette, the field will also enjoy the elimination of individual splice trays or separate splice housings, as well as allowing splicing to be done away from the rack housing in a suitable workspace as needed. The modular design makes it easy to access the fiber in an individual cassette without disturbing the other fibers in the housing.

Each cassette is shipped with the pigtailed CCH adapter panel of choice, one rail for use with CCH-01U/2U/3U housings, and two rails used with CCH-04U housings. Grommets and cable ties for additional strain relief and protective braided tubing for incoming cable are also included. Splicing cassettes ship with the appropriate quantity and type of heat-shrink splice protectors.



Many [illegible] products are highly configurable. If you don't see what you are looking for, review the ordering matrix contained in the family spec sheet or Customer Care at 1-800-743-2675.

Features and Benefits

Manage cable slack for a CCH panel in a modular footprint

Fast, easy and reliable initial routing, and quick, simple reaccess for moves, adds and changes (MACs)

Includes everything needed to convert a CCH housing for modular routing and/or splicing

Easy ordering and field installation

Modular splice capability

Manage all splices inside the housing

900 µm jacket at the connector panel

Added fiber protection at the connector

Colored 250 µm at splice point

Easy to identify and prep colored 250 µm for fast and easy splicing

Pre-prepped splice cassette

Saves time in the field with a ready to splice product

Broad operating temperature range (-40°C to +75°C)

Utility and flexibility

CCH Pigtailed Splice Cassette 24 F, LC UPC duplex, Single-mode (OS2), single-fiber (250 µm)

Specifications

Design - Adapter	
Adapter Type	LC duplex

Design	
Fiber Count	24
Connector Configuration	LC duplex
Polish	UPC
Panel or Module Type	CCH
Splice Protectors Type	Heat Shrink, single fiber
Number of Splice Protectors	24

General Specifications	
Product Type	Rack-Mountable Hardware
Fiber Category	Single-mode (OS2)
Cable Type	250 µm
Technology	Fusion Splice
Mounting Type	CCH Housings , Wall-Mountable
Application	Data Center , Enterprise Networks

Cable Design	
Fiber Count	24

Dimensions	
Height	35 mm
Width	162 mm
Depth	200 mm

CCH Pigtailed Splice Cassette 24 F, LC UPC duplex, Single-mode (OS2), single-fiber (250 µm)

CORNING

Specifications - Connector A	
Polish	UPC

Ordering Information	
Units per Delivery	1/1

Environmental Conditions	
Operation Temperature	-40 °C - 65 °C (-40 °F - 149 °F)

Standards	
RoHS	Free of hazardous substances according to RoHS 2011/65/EU
Approvals and Listings	Meets ANSI/TIA/EIA-568A and 606 Tested in accordance with Telecordia GR-3125, UL1863 - Communication Circuit Accessories

RoHS COMPLIANT

Corning Optical Communications GmbH & Co. KG • Lelpziger Strasse 121 • 10117 Berlin, Germany
+00 800 2675 4641 • FAX: +49 30 5303 2335 • www.corning.com/opcomm/emea

A complete listing of the trademarks of Corning Optical Communications is available at www.corning.com/opcomm/emea/trademarks.
Corning Optical Communications is ISO 9001 and ISO 14001 certified. © 2020 Corning Optical Communications. All rights reserved.

Closet Connector Housing (CCH)

four rack units, holds 12 CCHE connector panels

CORNING

Closet connector housings (CCHs) provide interconnect or cross-connect capabilities between outside plant, riser or distribution cables and opto-electronics. Like other LANscape solutions hardware, the housings accept CCH connector panels. In addition, the housings accept CCH cassettes and CCH modules.
From fibre and cable routing and strain relief, to port labelling and termination, these housings reduce the risk of error that can disrupt networks.

The units are designed for rack mounting in 19-in (48 cm) racks or optional 23-in (58 cm) equipment racks (1.75-in EIA hole spacing). They are available in rack space options of 1U (two panels, cassettes or modules), 2U (four panels, cassettes or modules), 3U (six panels, cassettes or modules) and 4U (12 panels, cassettes or modules). The 1U, 2U and 3U options feature a slide-out tray and see-through, removable top covers. The CCH-04U features a clear door, removable front and rear enclosures and a platinum-colored interior for maximum visibility and access.

Every CCH housing is shipped complete with strain relief brackets, routing clips and guides, and mounting brackets for proper installation. Documentation labels are provided and components can be added as needed to construct a fibre distribution frame for any application. All housings include a removable tinted polycarbonate front door. All size housings have field-installable lock kits available for both front and rear doors.

All CCH housings can also be upgraded for pigtail splicing to full fibre capacity and easy, modular fibre management through the use of CCH Splice Cassettes (CCH-CS), or for easy, modular fibre management when using field-installable connectors through the use of CCH Slack Cassettes (CCH-CF).



CCH-04U (open) | Photo LAN1860

Features and Benefits

Interconnect and cross-connect capability
Ideal for field connectorisation

Removable, translucent top covers (1U, 2U, 3U), removable rear cover (4U)
Visibility and ease of access for installation, testing, and troubleshooting

Internal and external strain-relief options
Flexibility for installation and moves, adds, and changes (MACs)

Accepts panels, modules, and cassettes
Variety of field-termination options

Closet Connector Housing (CCH)

four rack units, holds 12 CCHE connector panels

Features and Benefits

Adaptable to use as a modular splice housing
Splices are stored and protected in same footprint

Standards

Approvals and Listings	Meets ANSI/TIA/EIA-568A and 606
RoHS	Free of hazardous substances according to RoHS 2011/65/EU
UL-Listed	United States and Canadian safety standards

Specifications

General Specifications	
Application	Enterprise Networks, Data Centre, Carrier Networks
Mounting type	Rack 19", Rack 23", Cabinet-mount
Product type	Fibre Optic Hardware
Environment	Indoor
Mounting Technology	Flush mount, Protruding, Recessed
Access type	Front and rear access slidable
Lockable	Yes
Product category	Core product / Fastship

Design - Hardware	
Housing type	CCH
Housing Colour	black
Height Unit	4U
Locking Availability	Front or rear
Number of Panels per Housing	12
Panel or Module Type	CCH
Splice Tray Options	CCH Splice Cassette (CCH-CS)

Closet Connector Housing (CCH)

four rack units, holds 12 CCHE connector panels

Mechanical Characteristics	
Dimensions (HxWxD)	17.8 cm x 48.3 cm x 43 cm (7 in x 19 in x 17 in)

Ordering Information

Part Number	CCH-04U
Product Description	Closet Connector Housing (CCH), four rack units, holds 12 CCH connector panels
EAN Code	4056418169439

Shipping Information

Units Per Delivery	1/1
Shipping Weight	7.5 kg (17 lb)
Dimensions (HxWxD)	58.42 cm x 58.42 cm x 30.48 cm (23 in x 23 in x 12 in)

RoHS COMPLIANT

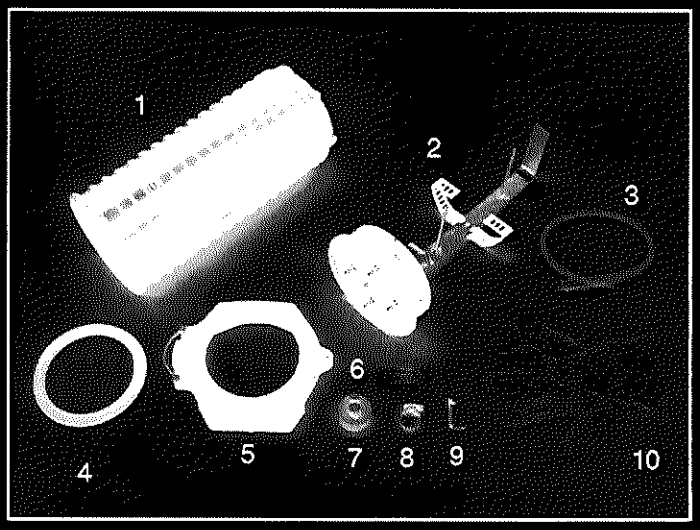
Corning Optical Communications LLC • PO Box 489 • Hickory, NC 28603-0489 USA
800-743-2675 • FAX: 828-325-5060 • International: +1-828-901-5000 • www.corning.com/opcomm
A complete listing of the trademarks of Corning Optical Communications is available at www.corning.com/opcomm/trademarks. All other trademarks are the properties of their respective owners. Corning Optical Communications is ISO 9001 certified.
© 2016 Corning Optical Communications. All rights reserved.

PREFORMED LINE PRODUCTS
The connection you can count on.

JANUARY 2015

COYOTE® Dome Closure 6-1/2" x 17"

Be sure to read and completely understand this procedure before applying product. Be sure to select the proper PREFORMED™ product before application.



NOMENCLATURE

1. Dome cover (1)
2. Organizer with 4-Port End Plate Assembly
3. Transport Tubing Kit (1) (In Dome Kits for Unitube/Ribbon Applications)
4. Dome Gasket (1)
5. Dome Collar (1)
6. Silicone Lubricant (4 five gram packets)
7. Cable Grommet (2)
8. Hose Clamp (4)
9. Strength Member Bracket (2)
10. Disposable Glove (1)

TOOLS REQUIRED

- 3/8" & 7/16" Can wrench or socket
- 1/4" Nut driver or screwdriver
- Snips
- Fiber optic cable opening tools

6.5" x 17" COYOTE Dome Closure Kits	
Catalog Number	**Description**
8006944	**COYOTE 6.5" x 17" Dome Closure for Buffer Tube Applications.** Includes: (2) Grommets, (1) Buffer Tube Organizer Assembly with 4-Port End Plate Assembly, (1) Dome, (1) Collar Assembly, (1) Gasket, (1) Small Parts Bag
8006945	**COYOTE 6.5" x 17" Dome Closure for Unitube/Ribbon Applications.** Includes: (2) Grommets, (1) Transition Tray Organizer Assembly with 4-Port End Plate Assembly, (1) Dome, (1) Collar Assembly, (1) Gasket, (1) Transition Tubing Kit, (2) Transport Tubing Kits, (1) Small Parts Bag
Accessory Kits	
COYEPFIX1	**COYOTE Dome End Plate Fixture**
Mounting Brackets	
8003831	**Aerial Mounting Bracket (Dome Mount) - Strand Applications**
8004035	**Aerial Adjustable Offset Mounting Bracket (Dome Mount) - Strand Applications**
8003833	**Aerial Mounting Bracket (Dome Mount) - ADSS Applications**
8004036	**Aerial Adjustable Offset Mounting Bracket (Dome Mount) - ADSS Applications**
8003702	**Pole/Wall Mounting Bracket**
8003835	**Universal Mounting Bracket Kit for Hand Hole Applications**
8003707	**Swing Arm for Hand Hole Applications**
8004003	**Manhole Support**

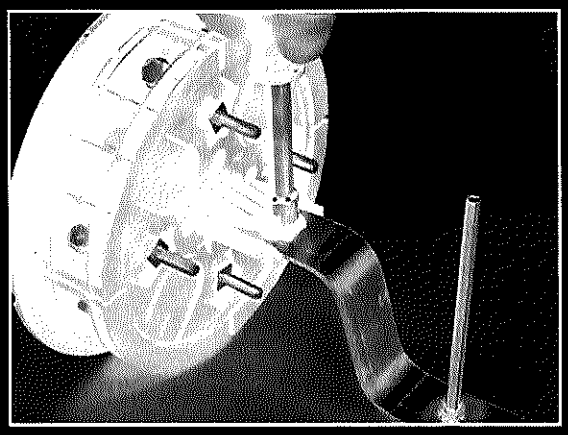
Splice Tray/Closure Capacities for 6.5" x 17" COYOTE® Dome Closures				
Splice Tray	Catalog #	Splice Type	Trays per Closure	Closure Splice Capacity
Low Profile LITE-GRIP® (24 ct)	80809958	Single Fusion	6	144
LITE-GRIP (40 ct)	80808945	Single Fusion	3	120
LITE-GRIP (144 ct)	LGSTR144	Mass Fusion/ Ribbon	3	432

COYOTE Grommet Chart For use in COYOTE GLC, Aerial, LCC, Dome, In-Line RUNT, Taut & Terminal Closures			
PLP Catalog Number	Cable Range Inches (mm)	Description	Splitting Location
8003691	.42 - .60 (11 - 15 mm)	1-entry grommet	
8003692	.60 - .85 (15 - 22 mm)	1-entry grommet	
8003693	.85 - 1.0 (22 - 25 mm)	1-entry grommet	
8003694	1.0 - 1.25 (25 - 32 mm)	1-entry grommet	
8003663	.42 - .60 (11 - 15 mm)	2-entry grommet	
8003664	.30 - .43 (8 - 11mm)	4-entry grommet	
8004065	.250 - .312 (6.4 - 7.9 mm)	4-entry grommet	
8003990	.50 - .60 (12.7 - 15.2 mm) .125 - .25 (3.2 - 6.4 mm) and flat drop	4-entry grommet	
8003665	.125 - .25 (3 - 6 mm)	6-entry grommet	
8003676	.42 - .60 (11 - 15 mm) .125 - .25 (3 - 6 mm)	7-entry grommet	
8003677	.125 - .25 (3 - 6 mm)	8-entry grommet	
NOTE: Grommet Kit contains (1) Grommet, (1) Cable Measure Tape, (2) Silicone Lubricant Packs, (1) Set of Plugs & (1) Glove			

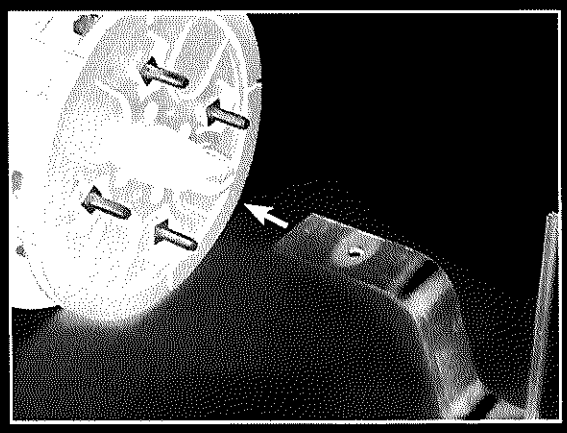
© 2015 Preformed Line Products Company. All rights reserved.

End Plate Preparation

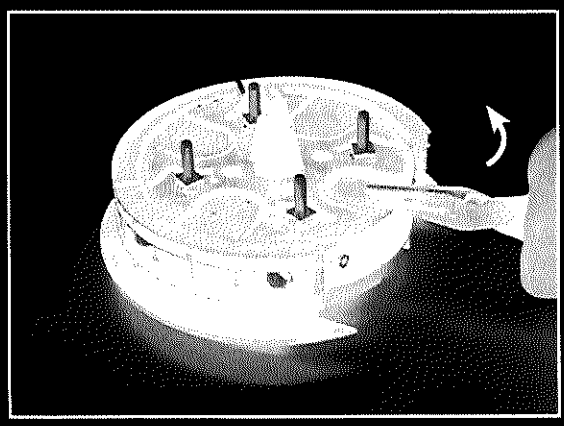
Step #1 Remove support bar mounting clip from organizer assembly.



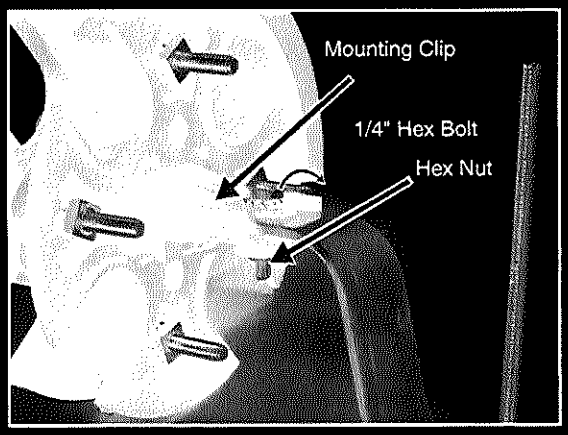
Step #2 Remove end plate from organizer assembly.



Step #3 Remove the end plate caps from the selected ports and break out the tabs.



Step #4 Reassemble organizer assembly to end plate with mounting clip and 1/4" hex bolt and nut.

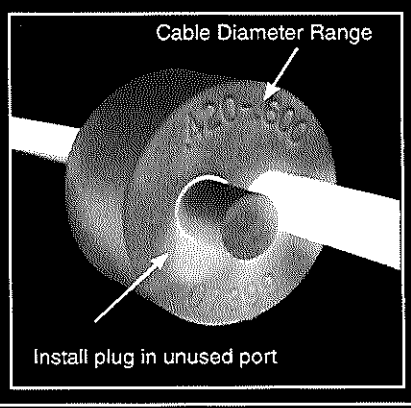


Cable Preparation

Step #5 Measure cable to determine diameter and hole location to use in grommet.

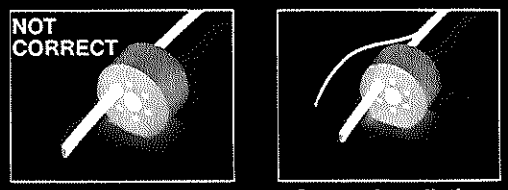


Step #6a If using cut cable, insert cable through grommet. If your application requires express/balloon/ring cut cables, **see Step 7 for grommet slitting procedure.**



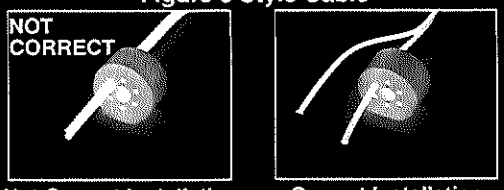
Step #6b **Installing Figure 8 Style Cables and Cables with Tracer Wires -** Remove tracer wire or ground wire from the portion of the cable that will be positioned in the grommet and insert cable into grommet.

Cable with Tracer Wire



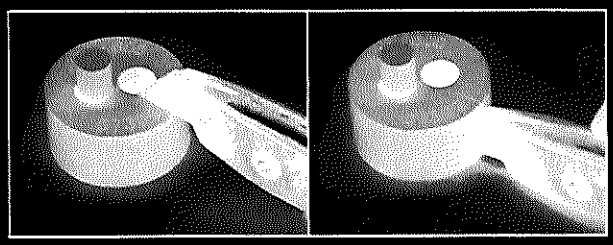
Not Correct Installation | Correct Installation

Figure 8 Style Cable

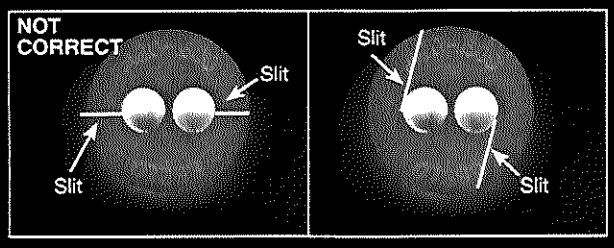


Not Correct Installation | Correct Installation

Step #7 **Grommet Slitting –** If slitting is required, lay grommet on a stable flat surface. Position utility knife with the cutting edge against the top surface and cut through grommet. **Consult grommet chart on page 2 for slitting locations of all grommets.**

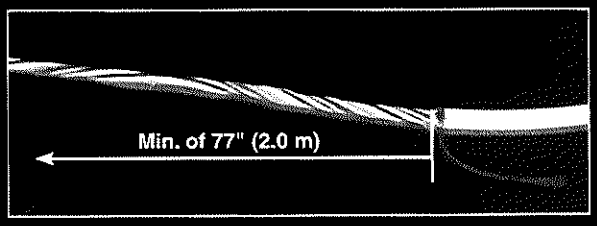


PLP Tip: Use a pen to sketch slitting lines on top surface of grommet prior to cutting.



Not Correct Slitting Angle | Correct Slitting Angle

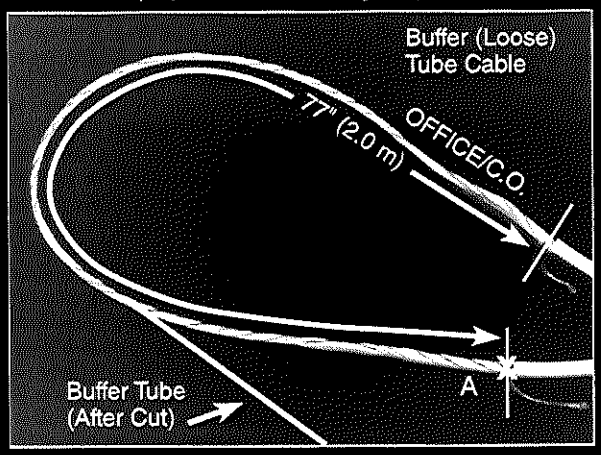
Step #8 Prepare loose tube/buffer tube or unitube/ ribbon cable(s) for cut applications.

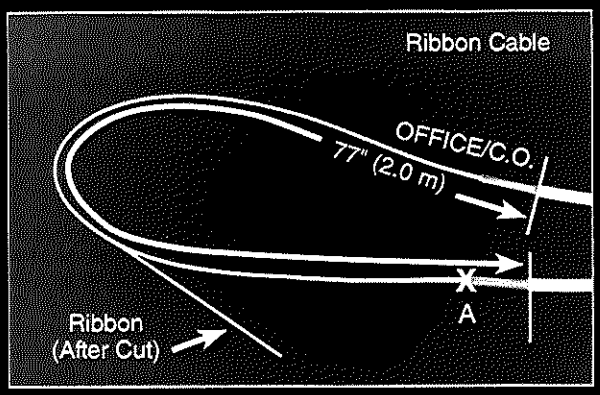


Minimum Sheath Opening for Cut Cable Applications	
Min. of 77"	2.0 m

PLP Tip: Leave about 8" (203 mm) of strength member to trim later.

Step #9a Prepare loose tube/buffer tube or unitube/ ribbon cable(s) for mid sheath applications (Express/Balloon/Ring Cut).



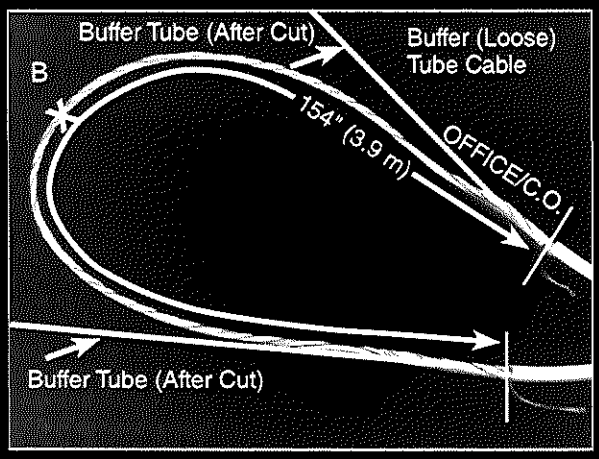


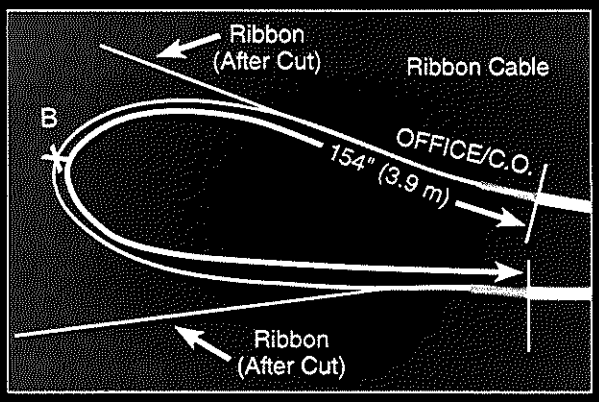
NOTE: When expressing ribbons in the transition tray of the closure at this measurement, the maximum number of ribbons that can be expressed is 24 ribbons (288 fibers).

For Applications Where Fiber is Dedicated to the Splice Point	
Sheath Opening	Min. of 77" (2.0 m)
Fiber/Buffer Tube Cut Location	A (see image above)

PLP Tip: Leave about 8" (203 mm) of strength member to trim later.

Step #9b Prepare loose tube/buffer tube or unitube/ ribbon cable(s) for mid sheath applications (Express/Balloon/Ring Cut).





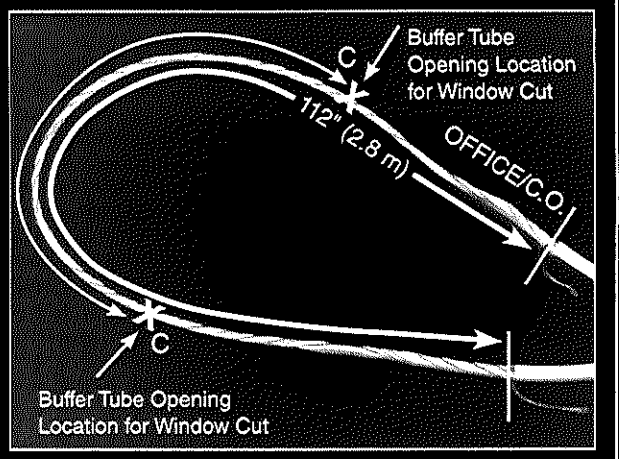
NOTE: When expressing ribbons in the transition tray of the closure at this measurement, the maximum number of ribbons that can be expressed is 12 ribbons (144 fibers).

For Applications Where Fiber is NOT Dedicated to the Splice Point	
Sheath Opening	Max. of 154" (3.9 m)
Fiber/Buffer Tube Cut Location	B (see image above)

PLP Tip: Leave about 8" (203 mm) of strength member to trim later.

Cable Sheath Opening for Applications Where Fiber is Expressed through the Buffer Tube

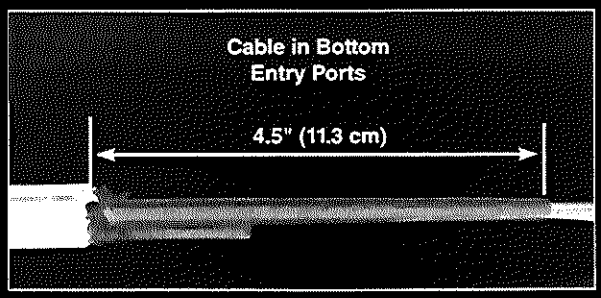
Step #9c Prepare loose tube/buffer tube cable(s) for expressed fiber (buffer tube window cut).

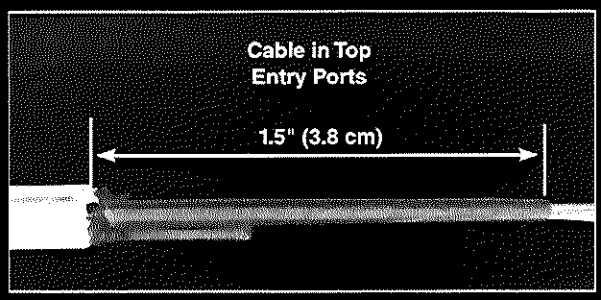


For Applications Where Fiber is Expressed through the Buffer Tube	
Sheath Opening	112" (2.8 m)
Buffer Tube Opening Location	C (see image above)

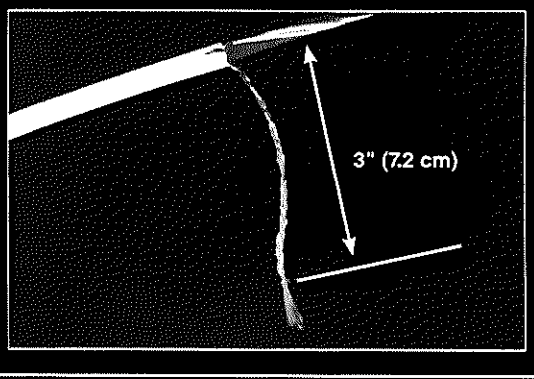
PLP Tip: Leave about 8" (203 mm) of strength member to trim later.

Step #10 Prepare Central/Buffer Tube(s) for Unitube/ Ribbon Cable Applications.

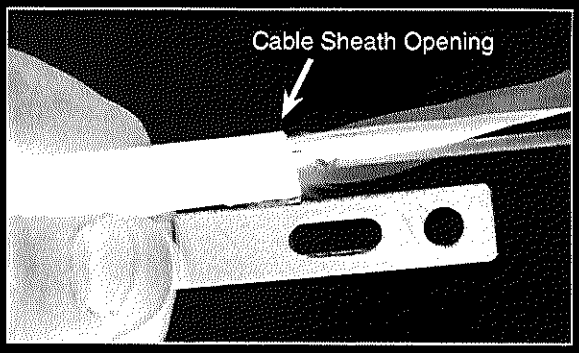




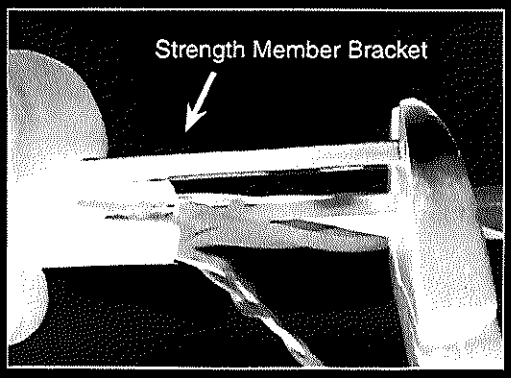
Step #11 If the cable contains Kevlar®, braid roughly 3" (7.2 cm) of the Kevlar.



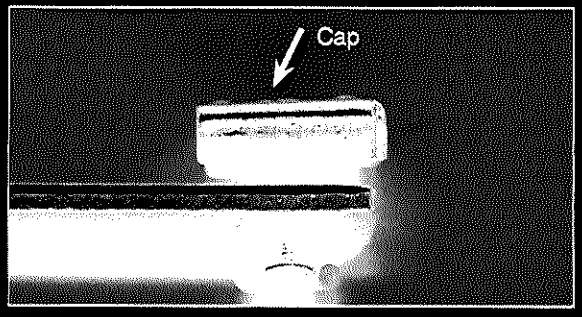
Step #12 Align sheath opening with end of slot of the strength member bracket as shown.



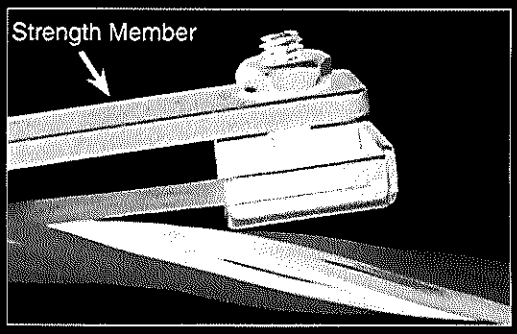
Step #13 Trim strength member(s) flush with end of the strength member bracket(s).



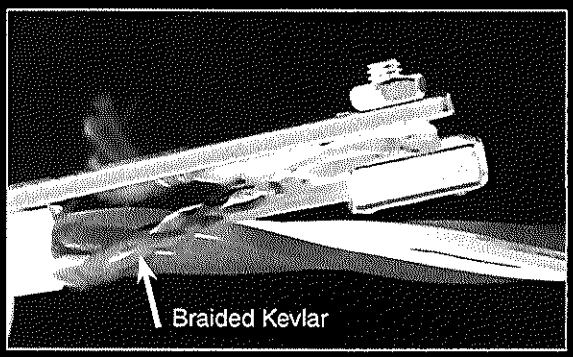
Step #14 Install cap on strength member bracket.



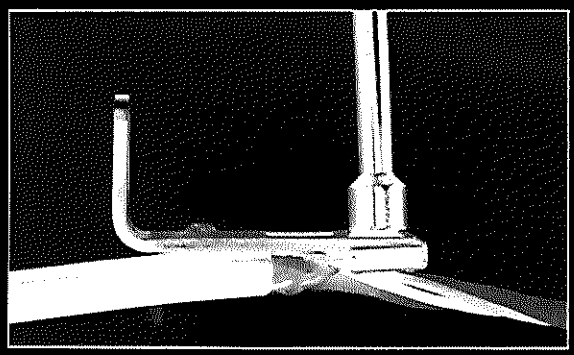
Step #15 Position strength member under cap of strength member bracket.



Step #16 If the cable contains Kevlar®, wrap the braided Kevlar around the stud of the cap as shown.

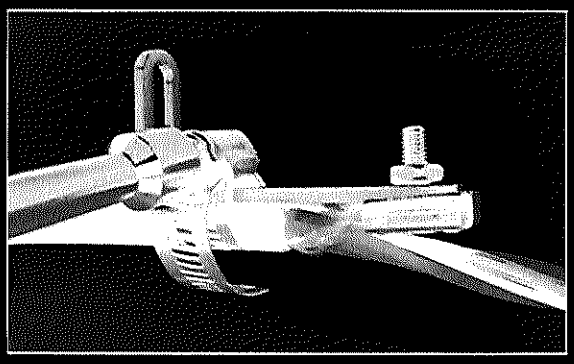


Step #17 Tighten nut of cap to secure strength member and braid under the cap.



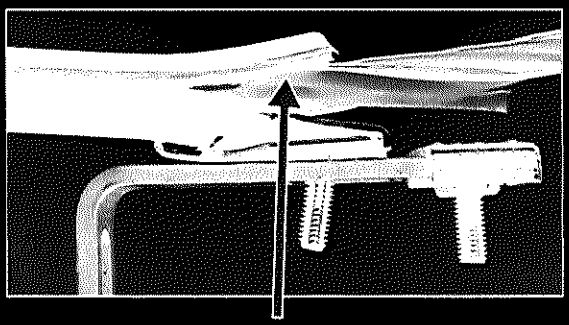
Kevlar® is a registered trademark of DuPont.

Step #18 Secure cable to strength member bracket with hose clamp.



Attaching Shielded Cable to Strength Member Bracket

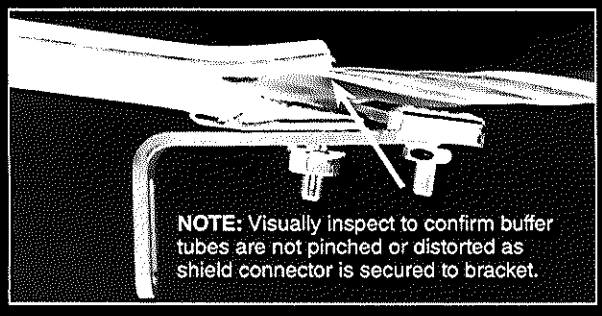
Step #19 For shielded cable applications, PLP recommends using a 3M 4460-D/FO Fiber Optic Shield Connector (PN: 80803989). Install shield connector on cable and insert stud of shield connector through slot of strength member bracket.



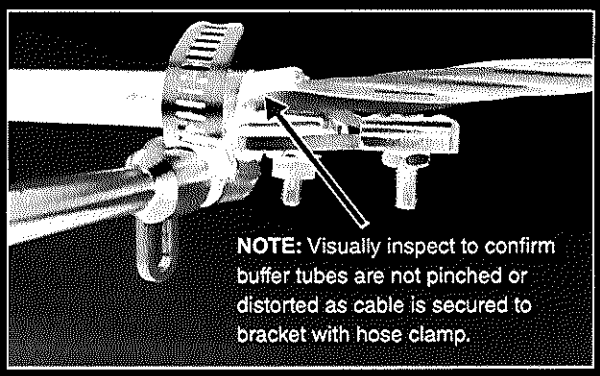
NOTE: Visually inspect to confirm buffer tubes are not pinched or distorted as shield connector is secured to bracket.

Follow standard company practices when applying shield connector to cable.

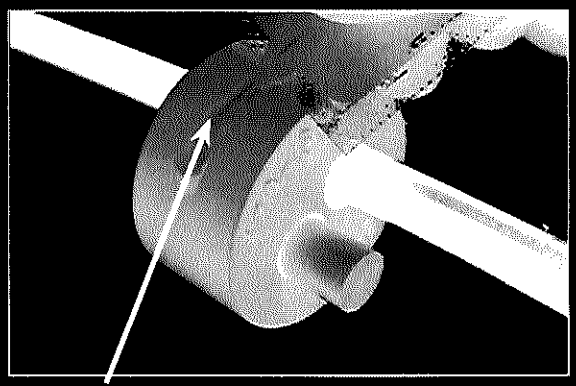
Step #20 Secure shield connector to strength member bracket with nut and secure cable strength member under cap of the strength member bracket.



Step #21 Secure shielded cable to strength member bracket with hose clamp.

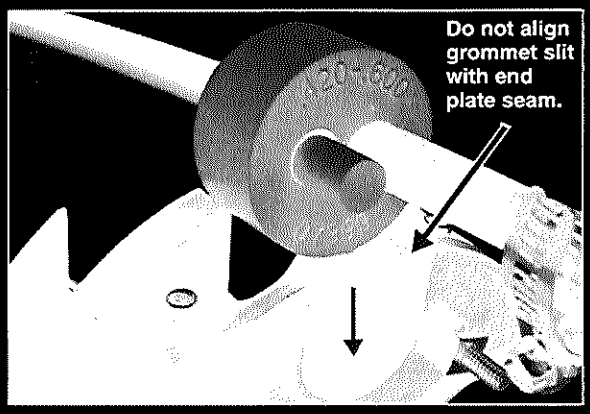


Step #22 Lubricate the outer surface of the grommet.

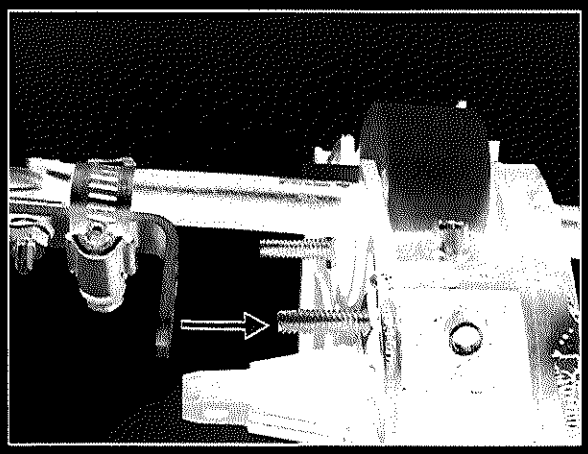


Lubricate sealing surface of grommet with silicone lubricant provided.

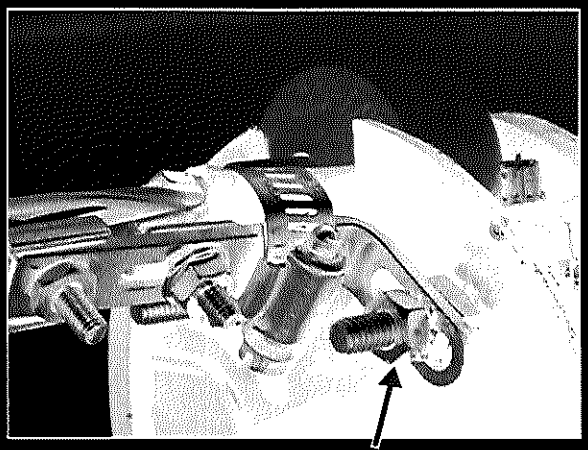
Step #23 Position grommets in end plate slots.



Step #24 Position slot of strength member bracket leg over stud and pull back cable.

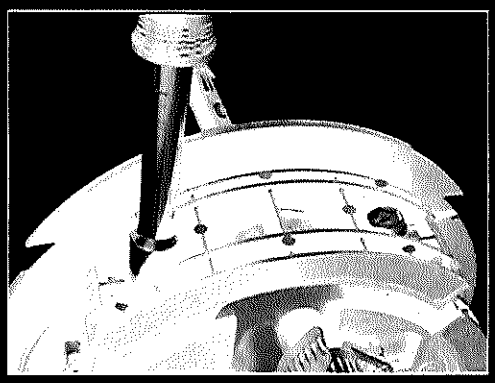


Step #25 Install strength member bracket on stud. Install lock washer and nut against the bracket, but do not tighten fully, so the bracket can slide as the grommet is inserted.



Lock Washer & Nut

Step #26 Install cable caps and secure with hex bolts.



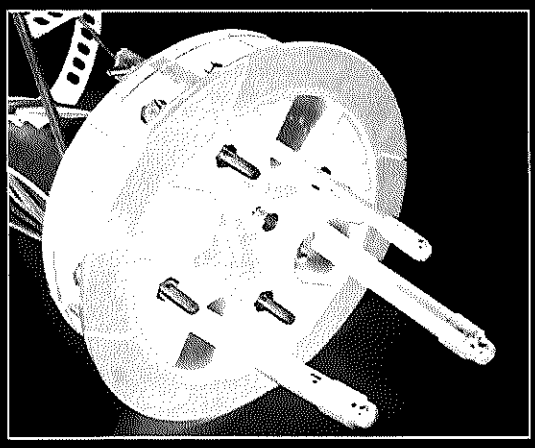
NOTE: Tighten bolts by hand evenly until cable cap is fully seated (DO NOT USE POWER TOOLS TO TIGHTEN BOLTS).

When using a can wrench or nut driver, the installed torque is 35 to 40 in-lbs.

NOTE: TIGHTEN ALL UNUSED CABLE CAPS.

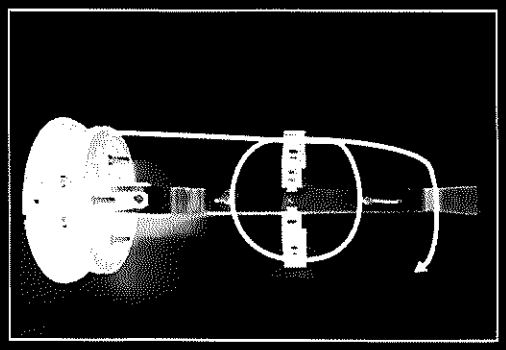
IMPORTANT: TIGHTEN DOWN THE STRENGTH MEMBER BRACKET AFTER THE CAPS ARE TIGHTENED.

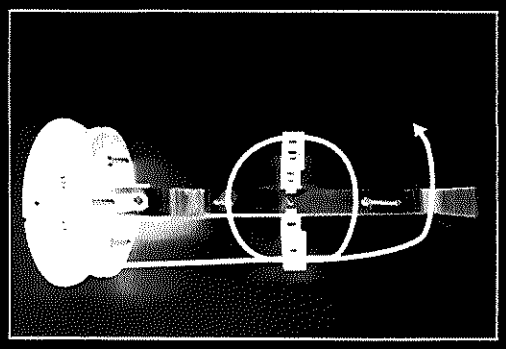
Step #27 Complete end plate assembly.



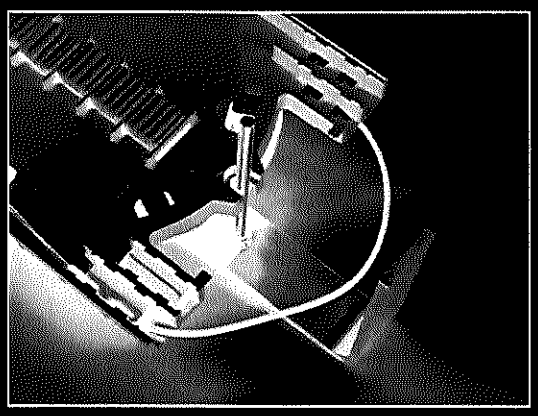
Buffer Tube Applications

Step #28 Route and store buffer tubes in storage brackets.



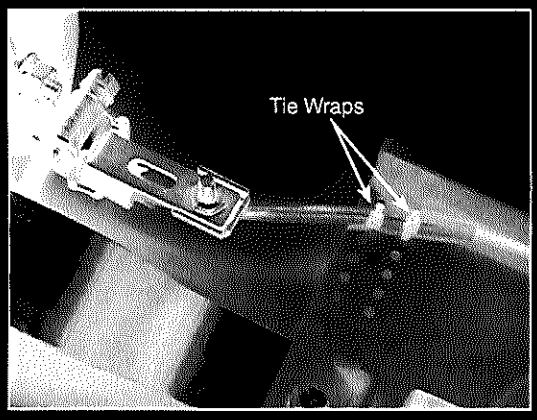


Step #29 Route buffer tube(s) to splice tray(s) and secure.

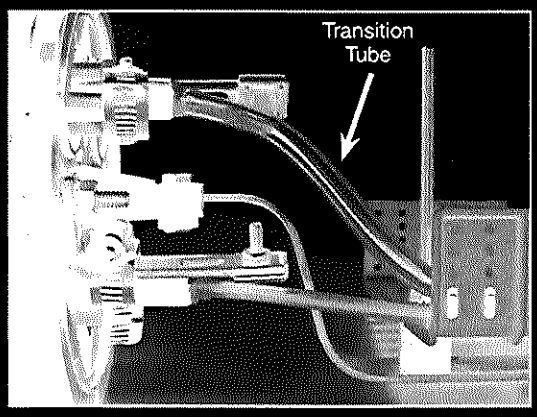


Unitube Applications

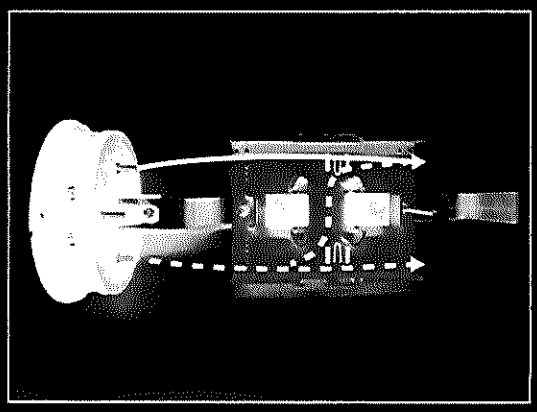
Step #30 Route and secure central tube of unitube cables to transition tray.



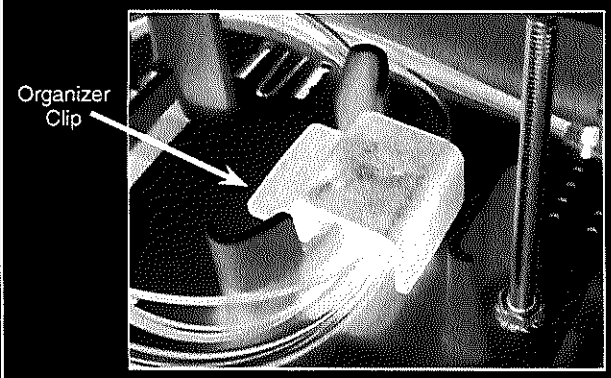
Step #31 Use transition tubes to route fibers or ribbons from upper cable ports.



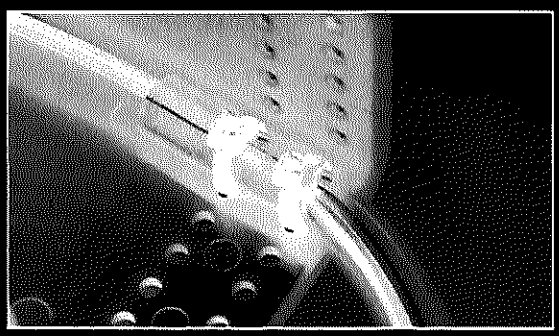
Step #32 Route feeder fibers or ribbons within transition tray.



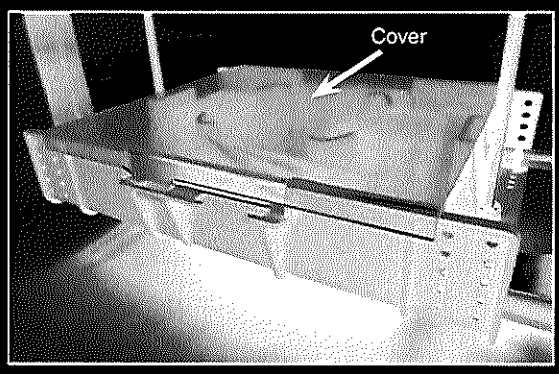
Step #33 Route express fibers or ribbons under clips.



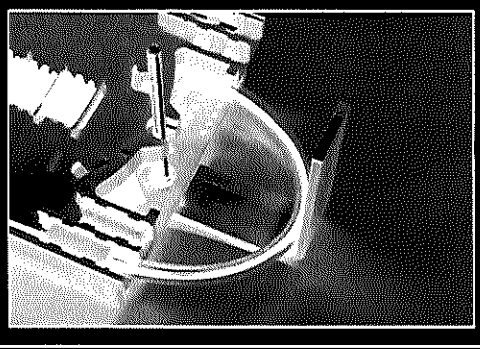
Step #34 Insert fibers or ribbons to be routed to splice tray(s) into transport tube(s) and secure tubes to transition tray.



Step #35 Install cover on transition tray.



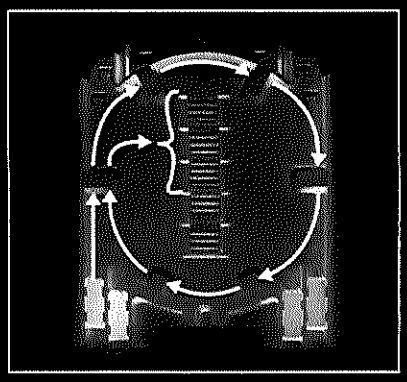
Step #36 Route transport tube(s) to splice tray(s) and secure.



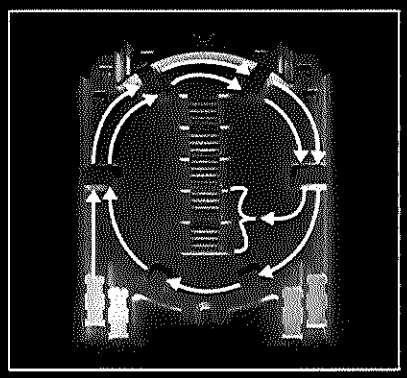
Splice Tray Management

Step #37 Route incoming fibers in splice tray.

Splices 1-12 21-32

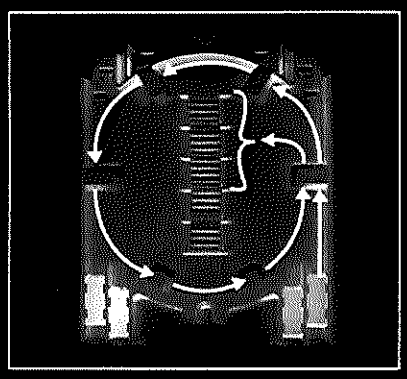


Splices 13-20 33-40

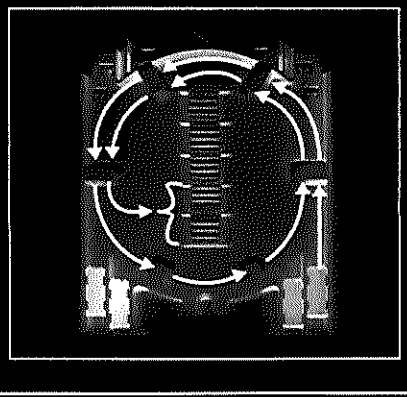


Step #38 Route outgoing fibers in splice tray.

Splices 1-12 21-32

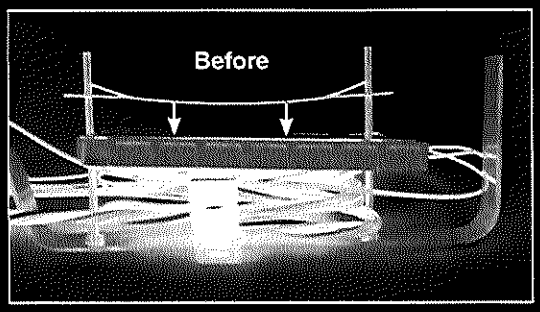


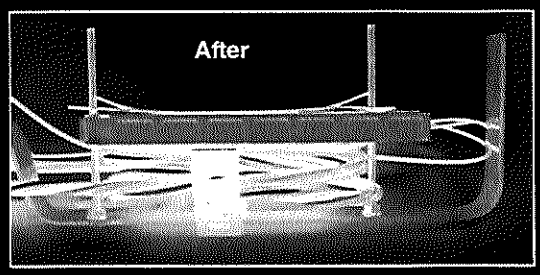
Splices 13-20 33-40



Step #39 Splice incoming fibers to outgoing pigtail fibers per your accepted company practices.

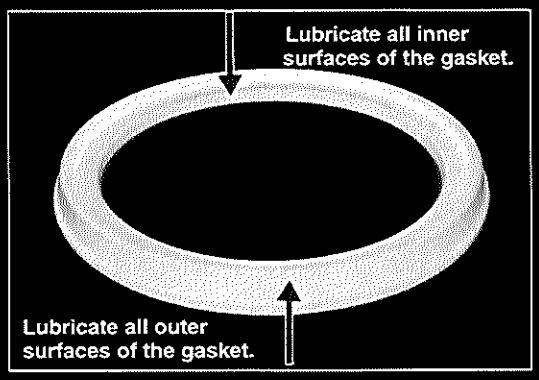
Step #40 Secure splice tray(s) with hold down strap.



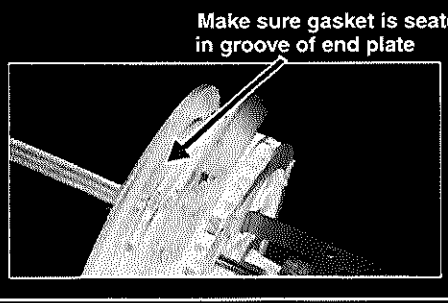


Dome & Collar Installation

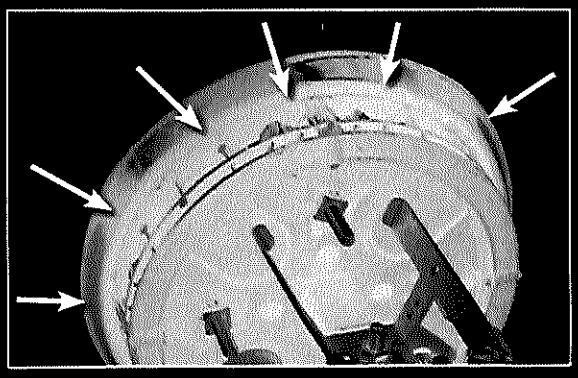
Step #41 Lubricate all surfaces around gasket with silicone lubricant to assure easy assembly and closure re-entry.



Step #42 Slide end plate gasket onto end plate and press into groove.

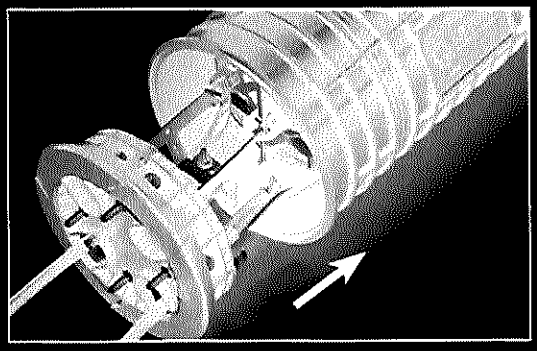


Step #43 Work the gasket into the groove.

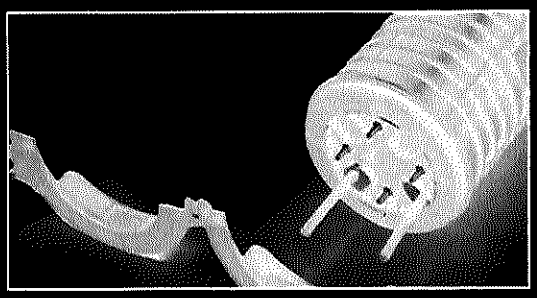


Step #44 Re-tighten all cable cap bolts (step #26) to assure that the cable caps are fully seated. When using a can wrench or nut driver, the installed torque is 35 to 40 in-lbs.

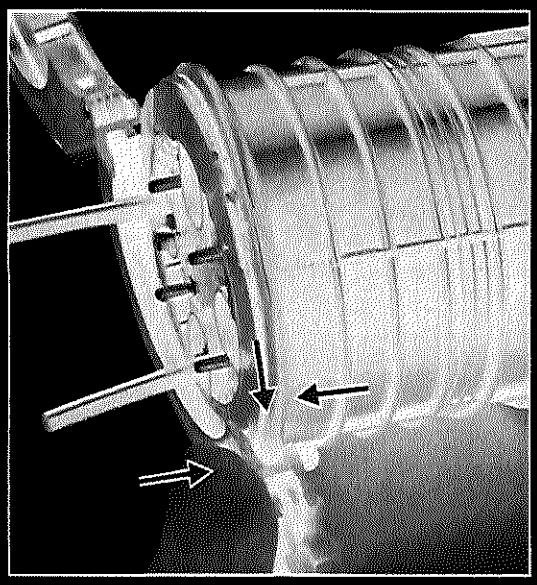
Step #45 Position the dome over end plate.



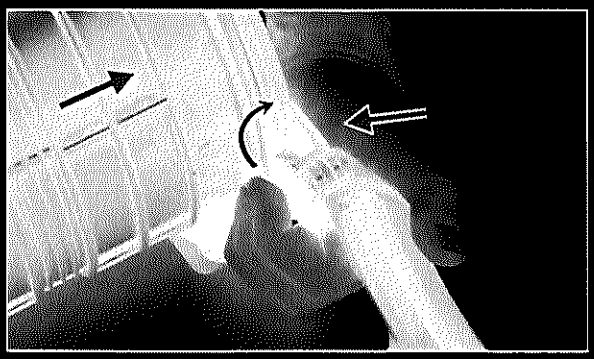
Step #46 Position the collar flat on the work surface in front of the closure as shown below.



Step #47 While holding the collar in place, compress a portion of the end plate into the dome and insert them in the groove of the collar near the latch, as shown below.

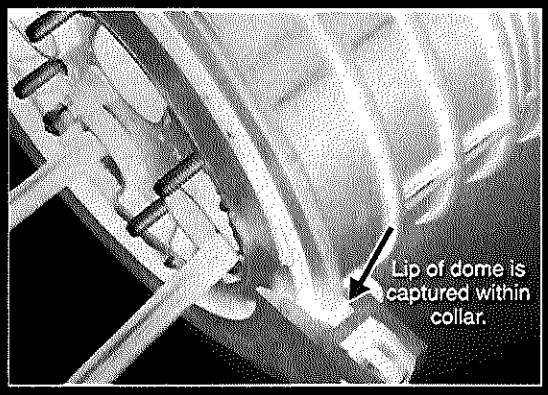


Step #48 While holding the collar in place, push against the end of the dome and slightly lift and push the other half of the dome up and over the lip of the collar with your fingers to fully install the dome in the collar half.

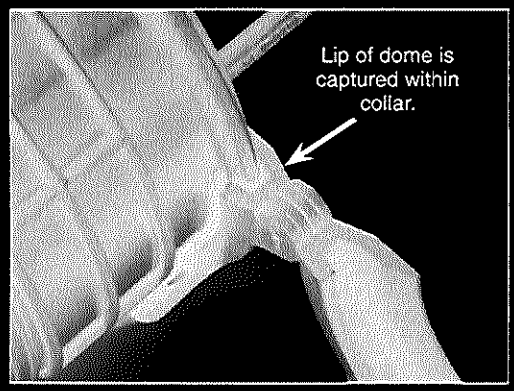


Step #49 Check to make sure the lip of the dome is captured within the collar half

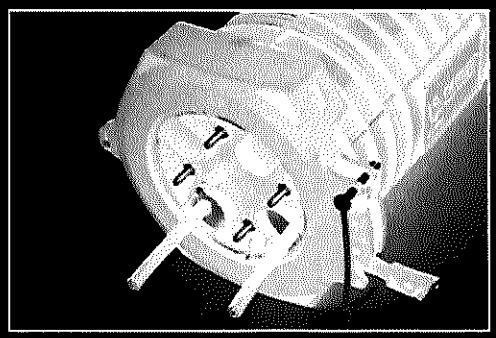
Front Side



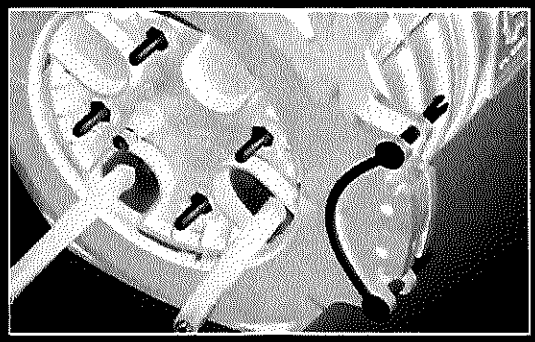
Back Side



Step #50 Install the other collar half onto the closure.



Step #51 Secure the collar with the latch and pin.

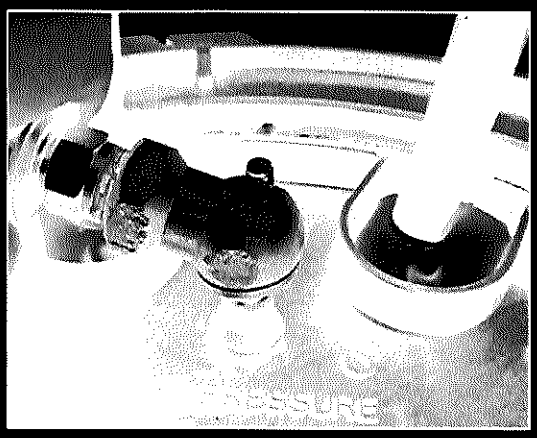


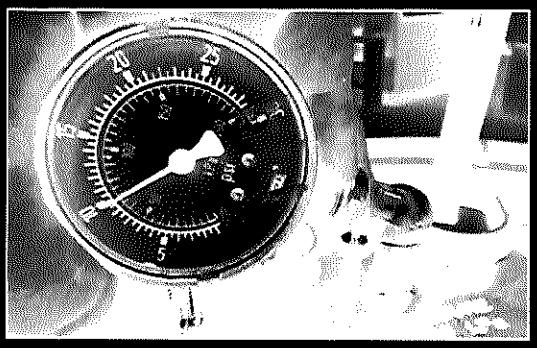
Flash Test Procedure

Step #52 Remove cap from air valve of end plate.

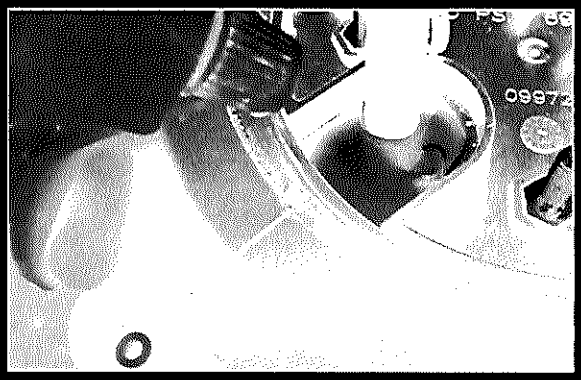


Step #53 Pressurize closure up to a max of 10 psi.

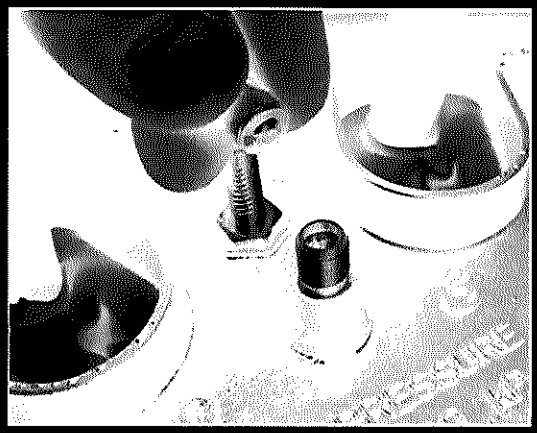




Step #54 Spray all sealing surfaces of the dome end-plate with soapy water to determine if there are any leaks.



Step #55 Release the pressure in the closure using the bump on the top of the air valve cap.





Common End Plate Leaks During Flash Testing

Leak occurring at the corner of the cable port due to the cap of the cable port not being fully tightened.



Leak occurring at the corner of the cable port

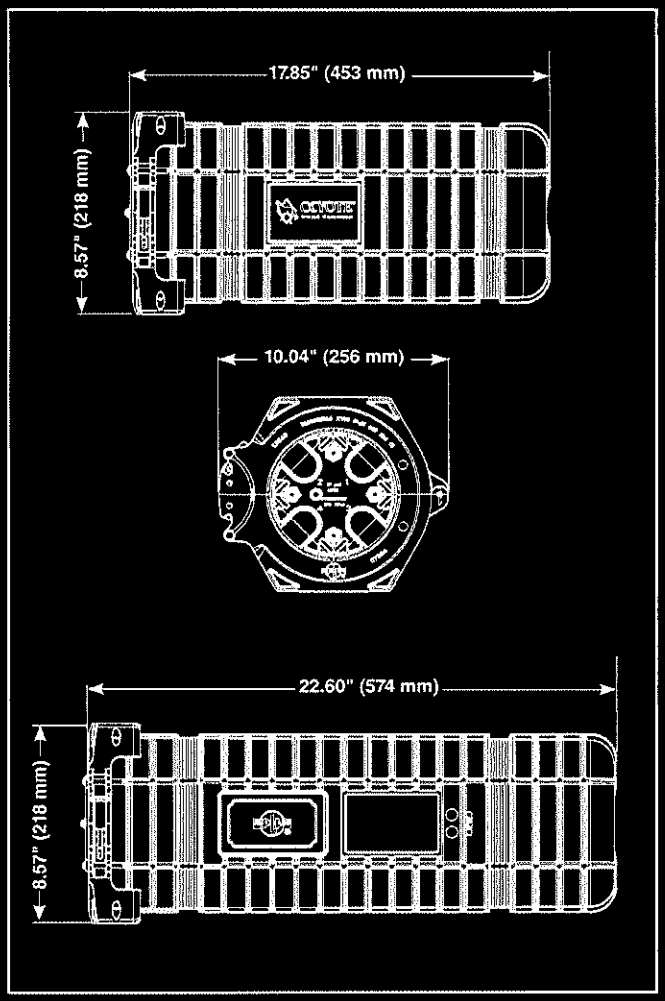
To resolve, remove collar, remove End Plate/ Organizer Assembly from the Dome, and tighten bolts on end cap where leak occurred. Reassemble and flash test to confirm that the leak has stopped.

Leak occurring at the cable entry of the grommet due to the cable not being within the stated cable diameter range of the grommet



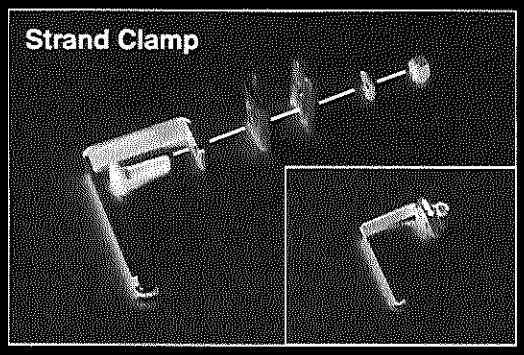
Leak occurring at the cable entry of the grommet

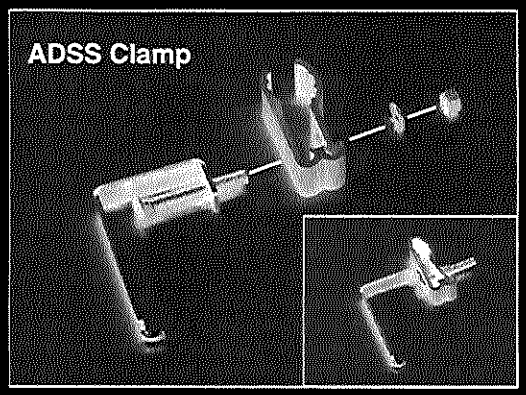
To resolve, remove collar and remove End Plate/Organizer Assembly from the Dome. Remove end cap where leak occurred, remove grommet, remeasure cable with measure tape provided and select proper grommet. Reassemble the components and flash test the closure to confirm that the leak has stopped.



Aerial Mounting Options

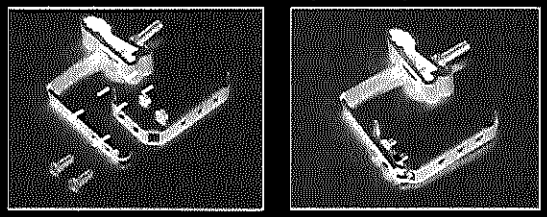
Step #56a **For 6.5" Dome Strand Mount Aerial Offset Bracket Kit (P/N: 8004035) and 6.5" Dome ADSS Mount Aerial Offset Bracket Kit (P/N: 8004036).** Assemble each bug nut or ADSS clamp to each top aerial offset bracket as shown below.



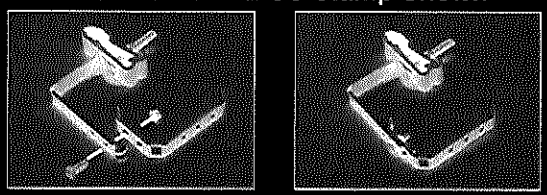


Step #56b **For 6.5" Dome Strand Mount Aerial Offset Bracket Kit (P/N: 8004035) and 6.5" Dome ADSS Mount Aerial Offset Bracket Kit (P/N: 8004036).**

For Shorter Spacing. Align the top aerial offset bracket with the bottom aerial offset bracket in either Position 1 or Position 2 as shown below. Secure the top aerial offset bracket to the bottom aerial offset bracket with the bolts and keps nuts provided.



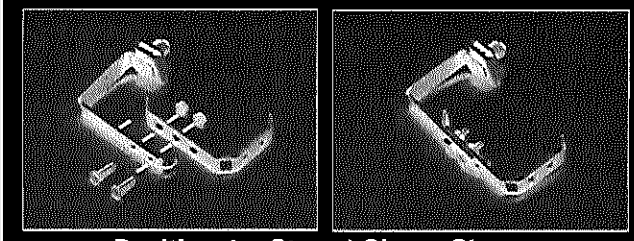
Position 1 – ADSS Clamp Shown



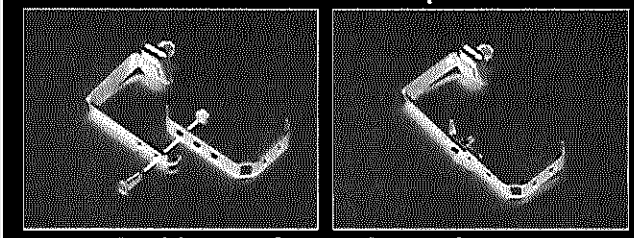
Position 2 – ADSS Clamp Shown

Step #56c **For 6.5" Dome Strand Mount Aerial Offset Bracket Kit (P/N: 8004035) and 6.5" Dome ADSS Mount Aerial Offset Bracket Kit (P/N: 8004036).**

For Taller Spacing. Align the top aerial offset bracket with the bottom aerial offset bracket in either Position 1 or Position 2 as shown below. Secure the top aerial offset bracket to the bottom aerial offset bracket with the bolts and keps nuts provided.

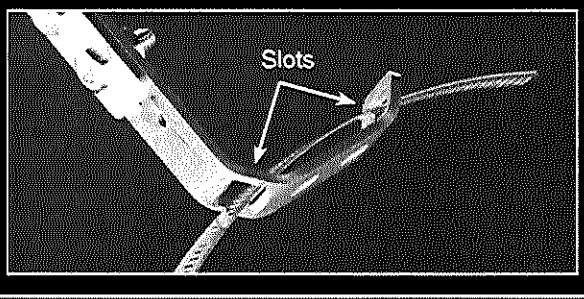


Position 1 – Strand Clamp Shown



Position 2 – Strand Clamp Shown

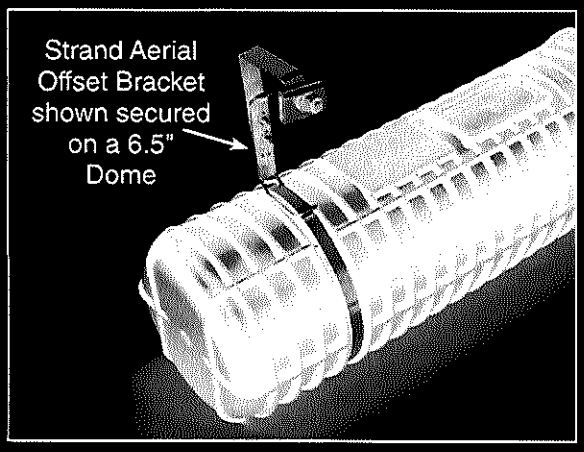
Step #57 **6.5" Dome Strand Mount Aerial Offset Bracket Kit (P/N: 8004035) and 6.5" Dome ADSS Mount Aerial Offset Bracket Kit (P/N: 8004036).** Insert hose clamp through slots in each of the bottom aerial offset brackets.



Step #58 **6.5" Dome Strand Mount Aerial Offset Bracket Kit (P/N: 8004035) and 6.5" Dome ADSS Mount Aerial Offset Bracket Kit (P/N: 8004036).** Tighten each hose clamp around the dome.

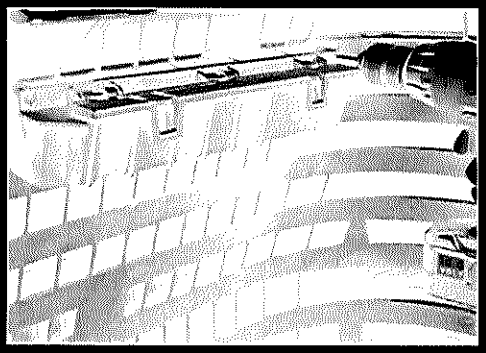


Step #59 **6.5" Dome Strand Mount Aerial Offset Bracket Kit (P/N: 8004035) and 6.5" Dome ADSS Mount Aerial Offset Bracket Kit (P/N: 8004036).**
Bracket installed on dome closure.

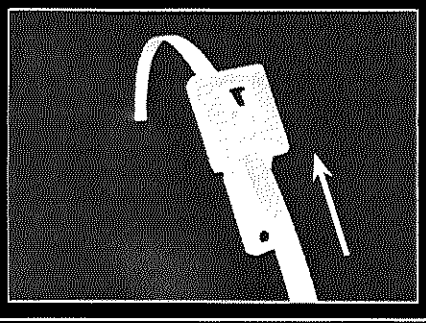


Hand Hole Mounting Option

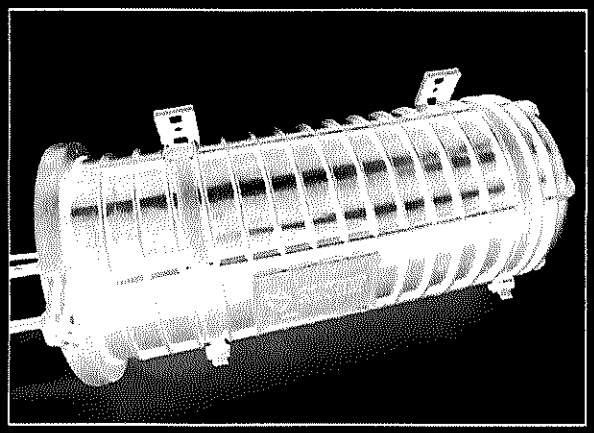
Step #60 **COYOTE Universal Mounting Bracket for Hand Hole Applications (P/N: 8003835).**
Secure the Universal Mounting Bracket to the inner wall of the hand hole using 2 screws.



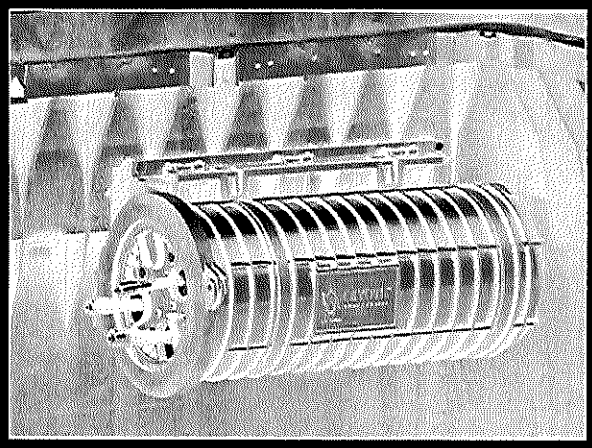
Step #61 **COYOTE Universal Mounting Bracket for Hand Hole Applications (P/N: 8003835).**
Insert banding (plastic or metal) through the slots of the hanger brackets.



Step #62 **COYOTE Universal Mounting Bracket for Hand Hole Applications (P/N: 8003835).**
Position the brackets in the banding channels of the dome. Tighten the banding until the brackets are secure.



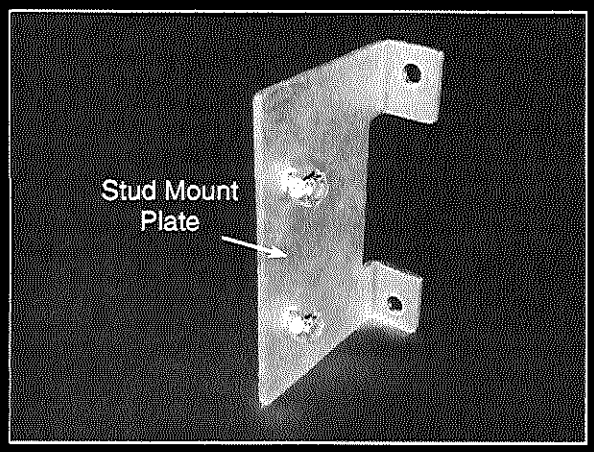
Step #63 **COYOTE Universal Mounting Bracket for Hand Hole Applications (P/N: 8003835).**
Slide the hanger brackets into the proper slots of the Universal Mounting Bracket and snap the hinged lid into place to secure the hanger brackets.

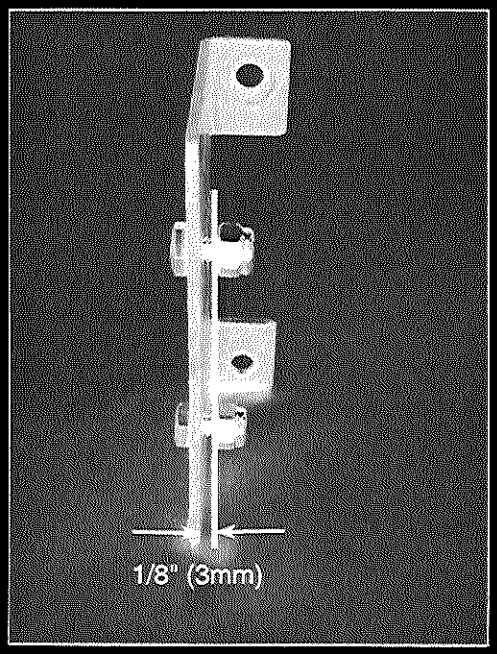


Pole/Wall Mounting Option

Step #64 The 6.5" COYOTE Dome Pole/Wall Mount Bracket (P/N: 8003702).

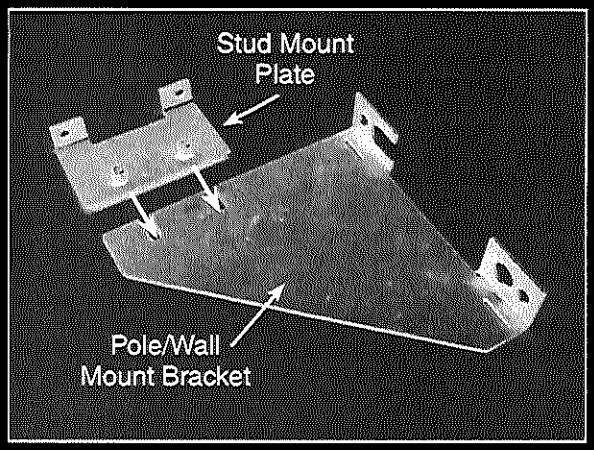
Position the bolts through the stud mount plate as shown, and install lock nuts on bolts until there is a 1/8" (3 mm) gap between the nut and the stud mount plate.

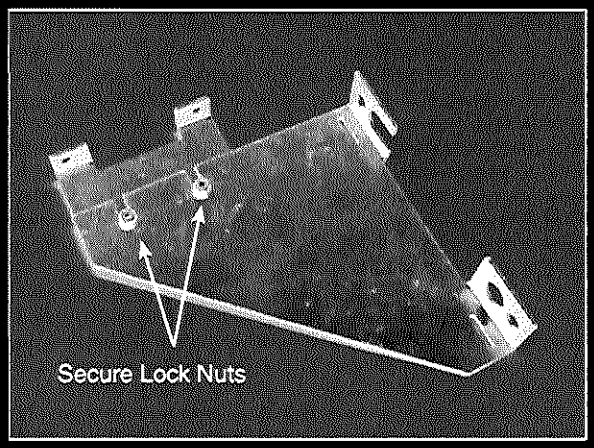




Step #65 The 6.5" COYOTE Dome Pole/Wall Mount Bracket (P/N: 8003702).

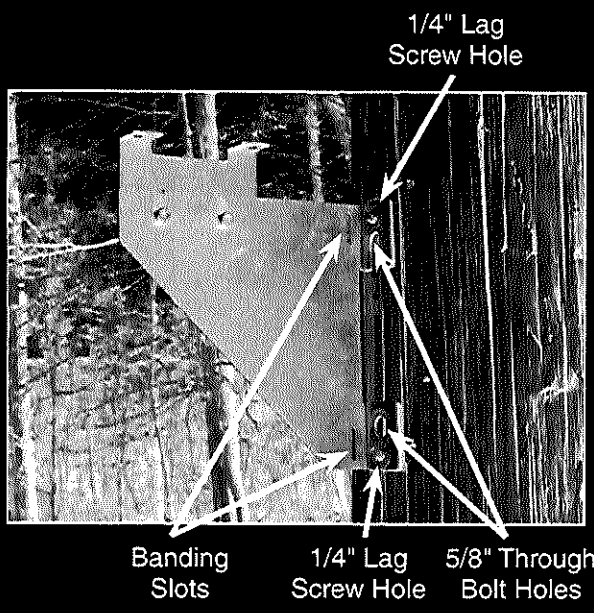
Slide the bolts of stud mount plate into the slots of the pole/wall mount bracket as shown and tighten the lock nuts until the plates are secure.





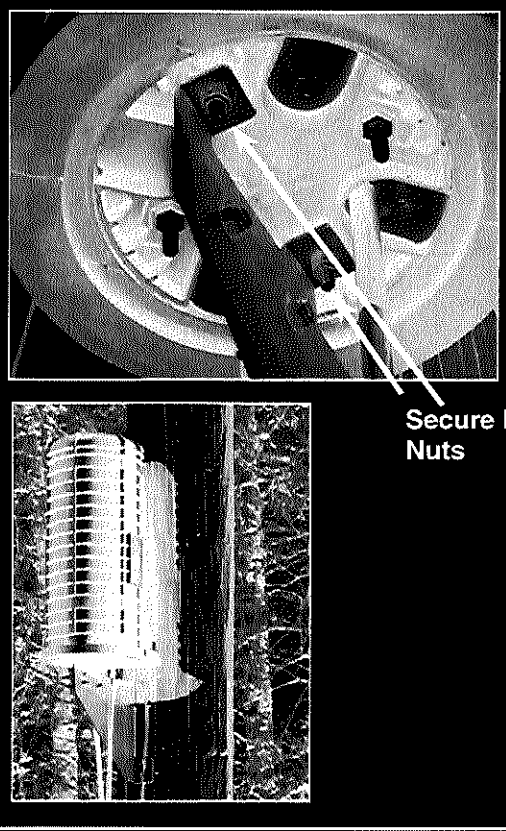
Step #65 **The 6.5" COYOTE Dome Pole/Wall Mount Bracket (P/N: 8003702).**

Attach the dome pole/wall mount bracket to a pole or wall with either 5/8" through bolts, 1/4" lag screws, or banding straps.



Step #66 **The 6.5" COYOTE Dome Pole/Wall Mount Bracket (P/N: 8003702).**

Attach the COYOTE Dome closure to the pole/ wall mount bracket by inserting the studs of the dome closure end plate through the stud holes of the stud mount plate and securing with the lock nuts provided.



SAFETY CONSIDERATIONS

This application procedure is not intended to supersede any company construction or safety standards. This procedure is offered only to illustrate safe application for the individual. **FAILURE TO FOLLOW THESE PROCEDURES MAY RESULT IN PERSONAL INJURY OR DEATH.**

Do not modify this product under any circumstances.

This product is intended for use by trained technicians only. **This product should not be used by anyone who is not familiar with, and not trained to use it.**

When working in the area of energized lines, extra care should be taken to prevent accidental electrical contact.

For proper performance and personal safety, be sure to select the proper size PREFORMED™ product before application.

PREFORMED products are precision devices. To insure proper performance, they should be stored in cartons under cover and handled carefully.

PREFORMED LINE PRODUCTS

P.O. Box 91129, Cleveland, Ohio 44101 • 440.461.5200 • www.preformed.com • e-mail: inquiries@preformed.com



PRODUCT SPECIFICATIONS

CUSTOMER TOWN OF HOLLY SPRINGS **DATE** 5/23/17

PRODUCT SOILMARKER **MATERIAL** ORANGE POLY

SIZE 7" ROUND **THICKNESS** .090" **COLORS** BLACK COPY PRINTED ONTO ORANGE POLY MATERIAL.

PART # SMFO-HOLLYSPR-2 **FILENAME** SMFO-HOLLYSPR-2

FAX

To: _____

Company: _____

Fax # _____

From: _____

Date: _____

FINAL ART APPROVAL

PROOF APPROVED - OK TO PRINT AS IS: **YES** ☐ **NO** ☐

SIGNATURE _____ **DATE** _____

PLEASE NOTE: This SoilMarker will be sent to production once a final version of this proof has been submitted back to Rhino with an approved signature which acknowledges that this is the final design that was accepted and to be used in the production of this SoilMarker.

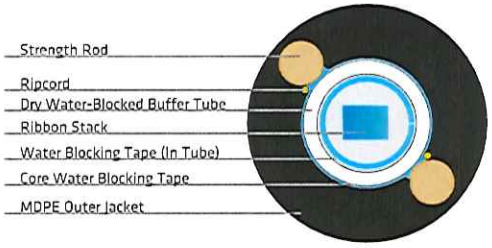
Prysmian Group

PRYSMIAN
Draka
General Cable

Dry FusionLink™

Ribbon central tube (dry) cable





Features and Benefits

Compact Design

- Efficient packaging of higher fiber counts
- Lightweight and easy to handle during installation

Easily Removable Ribbon Matrix

- Allows for ease of stripping and fiber breakout
- Improves mid-span strippability

Precision Ribbon Geometry

- Time and labor savings during fiber splicing

Flexible Buffer Tube

- Superior kink resistance
- Increased flexibility
- Facilitates route management in closures

Dry Water-Blocking Technology

- Buffer tube and core are completely dry -no gel
- Permits rapid cable preparation and termination
- Water-blocking materials are easily removed

All-Dielectric Strength Elements

- Jacket can be removed from the end in a single step
- Mid-span access is safer and easier

Available Uncoupled or Coupled Designs

- Coupled design (RCD product) couples the ribbon stack with the cable which elimates the need for splice point coupling coils in aerial application
- Un-coupled design (RCU product) requires the use of coupling coils at the splice points in aerial applications to prevent fiber retraction in closures

Performance

- Meets or exceeds the requirements of Telcordia GR-20 & ICEA 640 and is tested in accordance with relevant EIA/TIA-455 series FOTPs for fiber optic cables
- RDUP listed (tested in accordance with PE-90)

Registered Supplier

- ISO 9001, ISO 14001, TL 9000, and OHSAS 18001

RUS LISTED

PERFORMANCE SPECIFICATIONS		
Bend Radius		
Dynamic	20 x Cable OD	
Static (Single Bend)	10 x Cable OD	
Static (Cable Coil)	15 x Cable OD	
Tensile Rating	N	lbf
Installation	2700	600
Residual	800	180
Crush Resistance	N/cm	lbf/in
Short/ Long Term	220/110	125/63
Temperature Ratings	°C	°F
Operation	-40 to +70	-40 to +158
Installation	-30 to +60	-22 to +140
Storage/Shipping	-40 to +75	-40 to +167

Prysmian Group
4 Tesseneer Drive | Highland Heights KY 41076
+1-800-669-0808 | website: na.prysmiangroup.com/telecom

TLS-OS-A-203-0520

Prysmian Group

PRYSMIAN
Draka
General Cable

Nominal Design Parameters

PRODUCT FAMILY		RCU1JKT		RCD1JKT						
Fiber Count		12-48	576*	60-72	84-96	108-144	156-216	240-288*	312-432*	612-864*
Ribbon Count		1-4	24	5-6	7-8	9-12	9-18	10-12	13-18	17-24
Fibers/Ribbon		12	24	12	12	12	12	24	24	36
Aerial Coupling Coils Required		yes	yes	no	no	no	no	no	no	no
Buffer Tube OD	(mm)	6.2	19.8	8.8	9.5	10.6	12.3	14.3	15.4	19.8
	(inches)	0.24	0.78	0.35	0.37	0.42	0.48	0.56	0.61	0.78
Cable OD	(mm)	12.7	24.6	15.3	16.0	17.1	18.8	20.3	20.0	24.6
	(inches)	0.50	0.97	0.60	0.63	0.67	0.74	0.80	0.79	0.97
Cable Weight	(kg/km)	114	345	155	162	176	202	247	256	345
	(lb/kft)	77	231	104	108	118	136	167	172	231
Max. Length	(m)	11,706	5,445	11,706	11,706	10,248	8,479	5,445	5,445	3,267
	(ft)	38,405	17,864	38,405	38,405	33,622	27,818	17,864	17,864	10,718

* Note: This design uses 24 fiber ribbons for counts of 240 to 576 fibers and 36 fiber ribbons for 612 to 864 fibers.
Please refer to ribbon in loose tube designs for higher fiber counts using 12 fiber ribbons.
If on reel testing is required for the 612-864 fiber designs, a reel with 60" drum must be specified on the order.

Ordering Guide

The Prysmian Group part number incorporates several significant attributes involving cable design and optical performance. The appropriate part number can be configured using the process described below

1. RCD Coupled Design Example (for 60 to 432, 612 to 864):

96 count Dry FusionLink™ with G.652.D LWP single-mode fiber and 0.40/0.40/0.30 attenuation with coupling. (printed in feet)

1 LENGTH MARKINGS		2 PRODUCT FAMILY		3 CONSTRUCTION		4 FIBER GROUPING		5 FIBER TYPE		6 FIBER COUNT		7 FIBER GRADE
F	-	RCD	-	1JKT	-	12	-	HB	-	096	-	E1

2. RCU Uncoupled Design Example (for 12 to 48, 576):

48 count Dry FusionLink™ with G.652.D LWP single-mode fiber and 0.40/0.40/0.30 attenuation without coupling. (printed in feet)

1 LENGTH MARKINGS		2 PRODUCT FAMILY		3 CONSTRUCTION		4 FIBER GROUPING		5 FIBER TYPE		6 FIBER COUNT		7 FIBER GRADE
F	-	RCU	-	1JKT	-	12	-	HB	-	048	-	E1

PART NUMBER CONSTRUCTION

1 LENGTH MARKINGS
F = Feet or M = Meters

2 PRODUCT FAMILY
RCD = Dry FusionLink™ Coupled Design (60 to 432, 612 to 864)
RCU = Dry FusionLink™ Uncoupled Design (12 to 48, 576): aerial coupling coils required

3 CONSTRUCTION
1JKT = Single Jacket

4 FIBER GROUPING
12 = 12f Ribbons
24 = 24f Ribbons
36 = 36f Ribbons

Note: Please refer to the Fiber Code Addendum for additional fiber options or contact us for help.

FIBER INFORMATION

5 FIBER TYPE

SINGLE-MODE
HB = Single-Mode (ITU G.652 C & D) Low Water Peak
ES = Enhanced Single-Mode (ITU G.652 C & D)
CE = Single-Mode Corning™ SMF28e+
B1 = Bend-Insensitive Single-Mode (ITU G.657.A1 & G.652.D)
BB = BendBright™ Single-Mode (ITU G.657.A1 & G.652.D)
BU = Bend-Insensitive Single-Mode (ITU G.657.A1+ & G.652.D)
DB = BendBright A1+ Single-Mode (ITU G.657.A1+ & G.652.D)
CU = Corning™ SMF-28® Ultra Single-Mode (ITU G.657.A1 & G.652.D)
B2 = Bend-Insensitive Single-Mode (ITU G.657.A2 & G.652.D)
BX = BendBrightXS™ Single-Mode (ITU G.657.A2 & .B2 & G.652.D)

6 FIBER COUNT
12 to 864 fibers

7 FIBER GRADE

SINGLE-MODE Attenuation (dB/km)	Wavelength (nm)
E1 = 0.40/0.40/0.30	1310/1383/1550
* E3 = 0.35/0.35/0.25	1310/1383/1550

*612 to 864 fibers limited to E1 attenuation code.

© DRAKA & PRYSMIAN - Brands of The Prysmian Group. 2020. All Rights Reserved. The information contained within this document must not be copied, reprinted or reproduced in any form, either wholly or in part, without the written consent of Prysmian Group. The information is believed correct at the time of issue. Prysmian Group reserves the right to amend any specifications without notice. These specifications are not contractually valid unless authorized by Prysmian Group. Issued May 2020.

Prysmian Group
4 Tesseneer Drive | Highland Heights KY 41076
+1-800-669-0808 | website: na.prysmiangroup.com/telecom

TLS-05-A-203-0520

Prysmian Group

PRYSMIAN
Draka
General Cable

ExpressLT™ Dry

Dry loose tube cable (2.5 mm)





A versatile, multi-purpose fiber cable designed for ease of use and buffer tube mid-span storage applications

Overview

Prysmian's popular ExpressLT™ cable combines buffer tubes with enhanced flexibility, a completely dry water-blocking system, and optional ezPREP® armor. The buffer tubes are also rated for mid-span storage applications. This combination of features makes ExpressLT™ an ideal solution for applications requiring frequent sheath access and express tube storage.

Product Snapshot

Applications	Multi-purpose outdoor, aerial lashed, duct, direct buried (when armored)
Constructions	Dielectric, armored, double armored, dual jacket
Count	4 to 432 fibers in color-coded buffer tubes
Fiber Types	Single-mode, multimode, bend-insensitive SM, NZDS
Options	Steel central member, 22 or 24 AWG copper pair(s), 16 AWG tonewire, striped Jacket, factory-installed pulling eye
Similar Alternatives	Gel-filled buffer tubes / LT 2.0 / heavy duty / central / indoor-outdoor / indoor / self-support / microduct
Performance	Tested in accordance with TIA 455 series FOTPs for fiber optic cables. Complies with ICEA 640, RUS 7 CFR 1755 (PE90 listed), Telcordia GR-20, and IEC 60794-3-11
Registered Supplier	ISO 9001, ISO 14001, TL 9000, and OHSAS 18001

RUS LISTED

Features and Benefits

Easy Cable Entry and Preparation

- Dry water-blocked core speeds cable access
- Dry water-blocked tubes reduce prep time by an average of 15 minutes per cable end
- Available with ezPREP® armor to allow easy access to the core in mid-sheath entries
- Reverse oscillating stranded core facilitates mid-span access of fibers. Tubes can easily be removed from the core
- Ripcord speeds cable entry & outer jacket removal

Available with ezPREP® Armor

- The jacket can be easily separated from the armor without a heat gun or torch
- Armored cable access, bonding and grounding are faster, easier and safer

Flexible Routing and Termination

- Buffer tubes can be stored in FTTx pedestals, closures and cabinets in lengths up to 20'
- 2.5 mm buffer tubes with enhanced flexibility simplify routing and splice preparation

Multi-Purpose Design

- Suitable for aerial lashed, duct, and direct buried installation (when armored)
- Small diameter and light weight, extends reel and installation lengths
- Optional ezPREP® corrugated steel tape armor provides mechanical protection and rodent resistance

Prysmian Group
4 Tesseneer Drive | Highland Heights KY 41076
+1-800-669-0808 | website: na.prysmiangroup.com/telecom

TLS-DS-A-101-0120

Prysmian Group

PRYSMIAN
Draka
General Cable

ExpressLT™ Dry

Dry loose tube cable (2.5 mm)

Dielectric (Non-Armored) (EDH1JKT)

Fiber Count	# of Buffer Tubes	Diameter Inches (mm)	Approx. Cable Weight lb/kft (kg/km)	Bend Radius | Load Inches (cm)	Bend Radius | No Load inches (cm)	Max. Reel Length feet (meters)
4 to 60	5	0.40 (10.1)	43 (64)	8 (20)	4 (10)	41,010 (12,500)
62 to 72	6	0.43 (10.9)	50 (75)	8 (22)	4 (11)	41,010 (12,500)
74 to 96	8	0.50 (12.6)	65 (97)	10 (25)	5 (13)	41,010 (12,500)
98 to 120	10	0.55 (14.1)	81 (121)	11 (28)	6 (14)	41,010 (12,500)
122 to 144	12	0.63 (15.9)	105 (156)	13 (32)	6 (16)	41,010 (12,500)
146 to 216	18	0.63 (15.9)	105 (156)	13 (32)	6 (16)	41,010 (12,500)
228 to 264	22	0.68 (17.3)	128 (190)	14 (35)	7 (17)	41,010 (12,500)
276 to 288	24	0.74 (18.8)	145 (216)	14 (37)	7 (18)	39,820 (12,139)
290 to 432	36	0.80 (20.4)	154 (229)	16 (41)	8 (21)	31,095 (9,479)

Single Jacket Armored (SP) (EDH1A1J)

Fiber Count	# of Buffer Tubes	Diameter Inches (mm)	Approx. Cable Weight lb/kft (kg/km)	Bend Radius | Load Inches (cm)	Bend Radius | No Load inches (cm)	Max. Reel Length feet (meters)
4 to 60	5	0.46 (11.8)	89 (132)	9 (24)	5 (12)	41,010 (12,500)
62 to 72	6	0.50 (12.6)	97 (145)	10 (25)	5 (13)	41,010 (12,500)
74 to 96	8	0.56 (14.3)	125 (186)	11 (29)	6 (14)	41,010 (12,500)
98 to 120	10	0.63 (15.9)	148 (220)	12 (32)	6 (16)	41,010 (12,500)
122 to 144	12	0.69 (17.6)	176 (262)	14 (35)	7 (18)	41,010 (12,500)
146 to 216	18	0.70 (17.9)	176 (262)	14 (36)	7 (18)	41,010 (12,500)
228 to 264	22	0.76 (19.4)	196 (291)	15 (39)	8 (19)	35,306 (10,762)
276 to 288	24	0.81 (20.7)	214 (319)	16 (42)	8 (21)	29,386 (8,958)
290 to 432	36	0.90 (23.0)	230 (342)	18 (46)	9 (23)	24,054 (7,332)

Double Jacket Single Armored (PSP) (EDH1A2J)

Fiber Count	# of Buffer Tubes	Diameter Inches (mm)	Approx. Cable Weight lb/kft (kg/km)	Bend Radius | Load Inches (cm)	Bend Radius | No Load inches (cm)	Max. Reel Length feet (meters)
4 to 60	5	0.53 (13.5)	107 (160)	11 (27)	5 (14)	41,010 (12,500)
62 to 72	6	0.55 (14.0)	122 (181)	11 (28)	5 (14)	41,010 (12,500)
74 to 96	8	0.61 (15.5)	137 (204)	12 (31)	6 (16)	41,010 (12,500)
98 to 120	10	0.67 (17.1)	167 (249)	13 (34)	7 (17)	41,010 (12,500)
122 to 144	12	0.74 (18.9)	198 (294)	15 (38)	7 (19)	35,816 (10,918)
146 to 216	18	0.76 (19.2)	198 (294)	15 (38)	8 (19)	35,688 (10,879)
228 to 264	22	0.80 (20.4)	220 (327)	16 (41)	8 (20)	31,446 (9,586)
276 to 288	24	0.86 (21.8)	239 (356)	17 (44)	9 (22)	29,088 (8,867)
290 to 432	36	0.94 (24.0)	257 (382)	19 (48)	9 (24)	22,400 (6,828)

Installation

Maximum installation load: 600 lbf (2700 N)
Maximum operation load: 180 lbf (800 N)

Temperature Range

Shipping and Storage:	-40° F to +167° F	(-40° C to +75° C)
Installation:	-22° F to +140° F	(-30° C to +60° C)
Operation:	-40° F to +158° F	(-40° C to +70° C)

Prysmian Group
4 Tesseneer Drive | Highland Heights KY 41076
+1-800-669-0808 | website: na.prysmiangroup.com/telecom

TLS-DS-A-101-0120

Prysmian Group

PRYSMIAN
Draka
General Cable

ExpressLT™ Dry

Dry loose tube cable (2.5 mm)

Dielectric Double Jacket (PDP) (EDHNA2J)

Fiber Count	# of Buffer Tubes	Diameter Inches (mm)	Approx. Cable Weight lb/kft (kg/km)	Bend Radius | Load Inches (cm)	Bend Radius | No Load inches (cm)	Max. Reel Length feet (meters)
4 to 60	5	0.46 (11.7)	63 (96)	9 (23)	5 (12)	41,010 (12,500)
62 to 72	6	0.48 (12.2)	73 (108)	10 (25)	5 (12)	41,010 (12,500)
74 to 96	8	0.54 (13.8)	89 (133)	11 (28)	5 (14)	41,010 (12,500)
98 to 120	10	0.61 (15.4)	111 (165)	12 (31)	6 (15)	41,010 (12,500)
122 to 144	12	0.67 (17.1)	133 (198)	13 (34)	7 (17)	41,010 (12,500)
146 to 216	18	0.67 (17.1)	137 (204)	13 (34)	7 (17)	41,010 (12,500)
218 to 264	22	0.74 (18.7)	159 (237)	15 (37)	7 (19)	36,138 (11,016)
266 to 288	24	0.78 (19.8)	179 (266)	16 (40)	8 (20)	33,220 (10,126)

Double Jacket Double Armored (SPSP) (EDH2A2J)

Fiber Count	# of Buffer Tubes	Diameter Inches (mm)	Approx. Cable Weight lb/kft (kg/km)	Bend Radius | Load Inches (cm)	Bend Radius | No Load inches (cm)	Max. Reel Length feet (meters)
4 to 60	5	0.64 (16.3)	182 (272)	13 (33)	6 (16)	41,010 (12,500)
62 to 72	6	0.67 (17.1)	194 (289)	13 (34)	7 (17)	41,010 (12,500)
74 to 96	8	0.75 (19.1)	226 (336)	15 (38)	8 (19)	35,306 (10,762)
98 to 120	10	0.80 (20.4)	258 (384)	16 (41)	8 (20)	31,096 (9,479)
122 to 144	12	0.88 (22.4)	312 (465)	18 (45)	9 (22)	25,630 (7,813)
146 to 216	18	0.88 (22.4)	305 (454)	18 (45)	9 (22)	25,630 (7,813)
218 to 264	22	0.94 (23.9)	338 (503)	19 (48)	9 (24)	22,400 (6,828)
266 to 288	24	0.98 (24.9)	368 (547)	20 (50)	10 (25)	20,282 (6,182)

Triple Jacket Double Armored (PSPSP) (EDH2A3J)

Fiber Count	# of Buffer Tubes	Diameter Inches (mm)	Approx. Cable Weight lb/kft (kg/km)	Bend Radius | Load Inches (cm)	Bend Radius | No Load inches (cm)	Max. Reel Length feet (meters)
4 to 60	5	0.70 (17.8)	215 (320)	14 (36)	7 (18)	40,248 (12,268)
62 to 72	6	0.73 (18.6)	228 (339)	15 (37)	7 (19)	35,654 (10,868)
74 to 96	8	0.78 (19.9)	265 (394)	16 (40)	8 (20)	31,852 (9,709)
98 to 120	10	0.86 (21.9)	313 (466)	17 (43)	9 (22)	27,160 (8,279)
122 to 144	12	0.93 (23.7)	367 (546)	19 (47)	9 (24)	22,330 (6,807)
146 to 216	18	0.93 (23.7)	367 (546)	19 (47)	9 (24)	22,330 (6,807)
218 to 264	22	0.98 (25.0)	402 (598)	20 (50)	10 (25)	20,312 (6,192)
266 to 288	24	1.02 (26.0)	429 (639)	20 (52)	10 (26)	18,680 (5,694)

Installation

Maximum installation load: 600 lbf (2700 N)
Maximum operation load: 180 lbf (800 N)

Temperature Range

Shipping and Storage:	-40° F to +167° F	(-40° C to +75° C)
Installation:	-22° F to +140° F	(-30° C to +60° C)
Operation:	-40° F to +158° F	(-40° C to +70° C)

Prysmian Group
4 Tesseneer Drive | Highland Heights KY 41076
+1-800-669-0808 | website: na.prysmiangroup.com/telecom

TLS-DS-A-101-0120

Prysmian Group

PRYSMIAN
Draka
General Cable

Ordering Guide

The Prysmian Group part number incorporates several significant attributes involving cable design and optical performance.
The appropriate part number can be configured using the process described below

Example: ExpressLT™ dry (gel-free) | single armor single jacket (12 fibers/tube) with 72 single-mode fibers (printed in feet)

1 LENGTH MARKINGS		2 PRODUCT FAMILY		3 CONSTRUCTION		4 FIBER GROUPING		5 FIBER TYPE		6 FIBER COUNT		7 FIBER GRADE
F	-	EDH	-	1A1J	-	12	-	HB	-	072	-	E3

PART NUMBER CONSTRUCTION

1 LENGTH MARKINGS

F = Feet or M = Meters

2 PRODUCT FAMILY

EDH = ExpressLT™ Dry

3 CONSTRUCTION

1JKT = Single Jacket
1A1J = Single Armor, Single Jacket
1A2J = Single Armor, Dual Jacket
2A2J = Double Armor, Dual Jacket
2A3J = Double Armor, Triple Jacket
NA2J = Non Armored, Dual Jacket

4 FIBER GROUPING

12 = 12f per tube

FIBER INFORMATION

5 FIBER TYPE

SINGLE-MODE

HB = Single-Mode (ITU G.652 C & D) Low Water Peak
ES = Enhanced Single-Mode (ITU G.652 C & D)
CE = Corning™ SMF28e+ Single-Mode
B1 = Bend-Insensitive Single-Mode (ITU G.657.A1 & G.652.D)
BU = Bend-Insensitive Single-Mode (ITU G.657.A1+ & G.652.D)
DU = BendBright+ Single-Mode (ITU G.657.A1+ & G.652.D)
B2 = Bend-Insensitive Single-Mode (ITU G.657.A2 & .B2, & G.652.D)
LE = LEAF NZDSF (ITU G.655)

MULTIMODE	Wavelength (nm)	Bandwidth (MHz)	1 GbE Dist (m)	10 GbE Dist (m)
G6 = OM1 (62.5µm)	850/1300	200/500	300/550	33/___
G5 = OM2+ BIF (50µm)	850/1300	700/500	800	150/___
G3 = OM3 BIF (50µm)	850/1300	1500/500	1000	300/___
G4 = OM4 BIF (50µm)	850/1300	3500/500	1100	550/___

6 FIBER COUNT

004 to 432 fibers

7 FIBER GRADE

SINGLE-MODE Attenuation (dB/km)	Wavelength (nm)	Fiber Type
E1 = 0.40/0.40/0.30	1310/1383/1550	HB, ES, or CE
E3 = 0.35/0.35/0.25	1310/1383/1550	HB, ES, CE, B1, BU, DU, or B2
N1 = 0.25	1550	LE

MULTIMODE Attenuation (dB/km)	Wavelength (nm)
M2 = 3.5/1.0	850/1300
M3 = 3.0/1.0	850/1300

Other cable constructions and fiber performance grades available on request.

© DRAKA & PRYSMIAN - Brands of The Prysmian Group. 2020 All Right Reserved. The information contained within this document must not be copied, reprinted or reproduced in any form, either wholly or in part, without the written consent of Prysmian Group. The information is believed correct at the time of issue. Prysmian Group reserves the right to amend any specifications without notice. These specifications are not contractually valid unless specifically authorized by Prysmian Group. Issued January 2020.

Prysmian Group
4 Tesseneer Drive | Highland Heights KY 41076
+1-800-669-0808 | website: na.prysmiangroup.com/telecom

TLS-DS-A-101-0120



* Representative image

Enclosure, Box, Polymer Concrete

by QUAZITE
Catalog ID: PG1730BA30

Box, polymer concrete, Tier 22, 17"x30"x30", Straight Wall, Open Bottom

Product Details

General

Insulated?	No
Load Rating (ANSI Tier)	T22
Material	Polymer Concrete
Type	Below Ground Boxes
UPC	662037117788

Dimensions

Height	30 in
Length	19.25 in
Weight	131.25 lb
Width	32.25 in

For further technical assistance, please contact us

Domestic Customer Service
Hubbell Power Systems
210 N. Allen Centralia, MO 65240 USA
Phone: (573) 682-5521
Fax: (573) 682-8475
Email: hpscs@hubbell.com

International Customer Service
Phone: +1-573-682-5521
Fax: +1-573-682-8516
Email: hpsintlcs@hubbell.com

Ryan P. Zakany

919-995-4204 | rzakany17@gmail.com | LinkedIn

Project Manager

Motivated, business savvy telecommunications manager with 10 years of professional experience, proven to exceed expectations and meet deadlines. Proven to have well developed project management expertise and business acumen. Demonstrated ability to multi-task and work in high visibility projects in a customer facing setting. Areas of expertise include:

-Project Management	-Team Building, Leadership	-Business Development
-Process Improvement	-Communication	-Microsoft Office Suite
-Startup, High Growth	-Strategic Business Planning	-Produce, Distribute Reports

Professional Experience

Project Manager - RDU
Hyper Networks, Inc
October 2018 – Present

Recruited to take over management of large scale fiber network deployment in RDU market as well as diversify customer base strategically to strengthen portfolio.
Key Contributions:

- **Oversaw market growth across all areas of business.** Took over project team of less than 10 full time employees and grew staff to over 30 employees in less than a year. Grew market revenue by over 5x from less than $2M to over $10M. Initiated self-perform operations for OSP, ISP, and splicing.
- **Diversified company portfolio by successfully procuring new contracts with key customers.** Estimated value of new contracts to be $3-5M per year each. Securing of contracts key to organizational strategy of diversification to secure stronger market foot hold for strategic growth.
- **Assisted in developing of proprietary software to streamline operations.** Worked with senior level management surrounding the development of internal proprietary software. Created tools eliminating overhead needed to capture documentation from the field, increasing efficiency and accuracy.

Sales Manager
Branz Safety
December 2017-October 2018

Began operations of a start-up sales division. Responsible for documentation of all processes, procurement, and sales. Set up website for E-commerce sales. Tracked sales, profit margins, and account receivables.
Key Contributions:

- **Set up accounts direct to manufacturers**. Negotiated favorable payment terms and credit limits. Worked direct with manufacturers to secure best rates and shipping terms.
- **Built sales pipeline**. Secured national and local accounts within 60 days of operations starting. Serviced customers from a wide range of industries and locations.

Director of Operations – SE Region
Aero Communications
April 2017 – October 2017

Ryan P. Zakany

919-995-4204 | rzakany17@gmail.com | LinkedIn

Promoted to Director of Operations and tasked with startup of two new markets in SE encompassing new SOWs. Responsible for budget forecast, building project teams, ensuring compliance with customer requirements for systems utilization, weekly corporate reporting, and monthly financial reviews for both markets.

Key Contributions:

- **Startup of Huntsville, AL and Atlanta, GA markets.** Responsible for procuring office and warehouse space, setting up local operations, relocation of employees, hiring of market management, and ensuring new scopes of work were completed utilizing customer specified software as well as meeting all KPIs.
- **Achieved market profitability within 90 days of market startup.** Maintained control of all aspects of budgets to ensure profitability within 90 days of market launch with 10% net margin.
- **Created and tracked budget for remaining FY17.** Budget for newly opened markets exceeded $6M. Forecasted monthly revenue and set head count to meet customer expectations.

Market Manager – RDU
Aero Communications
November 2016 – March 2017

Hired on board to take over Market Manager responsibilities for an MDU construction project. Created and implemented processes that increased profitability. Expanded market scope of work to include high priority OSP scopes of work both with traditional drilling as well as nano-trenching methods of installation.

Key Contributions:

- **Increased number of living units completed per quarter while increasing net margin.** Completed 1,000 living units in first 45 days, an increase of 50% over previous 45 days and 3,200 in first quarter, an increase of 125% over previous quarter. Raised and maintained net margin from -0.75% to 10.2%.
- **Expanded scopes of work.** Began work on high profile OSP work packages utilizing both traditional drilling methods and trial projects of nano-trenching. Completed over $400k in projects in 60 days with 30% net margin.
- **Improved design standards and BOM creation/accuracy.** Implemented new standards and processes for design work to improve BOM accuracy and project bids.

Senior Site Superintendent/Market Quality Lead – RDU
S&N Communications
May 2015 – November 2016

Brought on board as a site superintendent, used prior experience on Ethernet and fiber projects to quickly adapt to FTTH project. Promoted to Senior Site Superintendent before being tasked as the Market Quality Lead responsible for bringing construction activities into line with existing specifications.

Key Contributions:

- **Designed and Implemented Quality Control Process.** Put in place processes to streamline the process from construction complete to Contractor Turnover. Serves integral role in ensuring work packages are completed in line with customer specifications for customer acceptance.
- **Led team of four site superintendents.** Tasked with overseeing four site superintendents, compiling daily reports on production, verifying completeness of work to design, closing out construction issues, proposing redesigns within engineering guidelines, and working with leadership to develop processes to increase efficiency and productivity.

Ryan P. Zakany

919-995-4204 | rzakany17@gmail.com | LinkedIn

Market Manager – East Region
TowerComm, LLC
May 2014-December 2014

Strategically hired to stabilize in jeopardy projects and develop new customer initiatives from inception though project completion. Worked closely with customers to better understand project goals and requirements to ensure satisfactorily and timely completion of project scope.
Key Contributions:

- **Developed special projects.** Began tower modification division of company that generated over $500K in additional revenue in the first 5 months.
- **Responsible for end to end project management of multiple projects.** Ensured project scope and deliverables were understood and evaluated against proposed budgets. Managed multiple projects across Eastern Region to assure project success; duties included assigning project personnel, creating budgets, creating and maintaining project schedule, and evaluating project deliverables before final submittal to customer for invoicing.
- **Contract negation and approval.** Secured direct contract with major wireless carrier, along with two other major contracts with estimated values at over $4,000,000. Also secured approval of contracts with several new clients with yet to be determined values. Evaluated out of scope work and secured additional funding through change order process with customers.

Director of Operations
Ingenious Service Groups
June 2012-April 2014

Hired as Operations Manager of small startup, and quickly promoted to Director. Directly led projects in value over $1M, and oversaw the day to day operations of the organization that created over $12M in revenue in the first 18 months.
Key Contributions:

- **Led weekly meetings with PM and Executive staff.** Major area of focus was to address issues with existing company processes, drafted new process proposals for executive approval, and ensured policies were implemented and enforced accordingly. Prepared several reports weekly for presentation within meetings to identify organization strengths and weakness.
- **Created and ran War Room Operations.** War Room was responsible for tracking all employee time, asset tracking, schedule consolidation, and permitting.
- **Led initiative with IT department to create custom project management software.** Software was backbone of operations, assisting with the tracking of time, assets, project data/milestones, projected revenue, and profits/loss on all projects.
- **Led team of up to five project managers.** Worked closely on a day to day basis to further develop the PM team. Held daily and weekly meetings to ensure management staff understood budgeting, customer scope of work, customer expectations, and to also ensure all understood the organizations goals and commitments. Ensured resources were allocated properly across company portfolio of projects.

Ryan P. Zakany

919-995-4204 | rzakany17@gmail.com | LinkedIn

Special Projects Project Manager
Communication Network Solutions
December 2011-May 2012

Joined the organization to run several special projects across different scopes of work, different customers, and different complexity. Projects included Ethernet to the Cell Site, Fiber to the Site, LTE, and HVAC preventative maintenance program.
Key Contributions:

- **Secured organizations first project on the 4G LTE program.** Successfully completed 25 site build out over a three month time frame worth over $750,000.
- **Responsible for multiple special projects running simultaneously.** Ran three special projects varying in size, generating an average margin of 50%. Scopes of work included civil construction bringing Ethernet and fiber to cell sites, as well as an HVAC preventative maintenance program.

Education

January 2018 -Current
Wake Tech

- Associates in Engineering and Science – Expected 2021

February 2009-May 2009
University of Phoenix
Project Management

- -Completed 30+ Hours of PMP Coursework
- -Studied in areas of Initiation, Planning, Executing and Monitoring, and Closing as well as studies in the nine Knowledge Areas defined in the PMBOK.

Volunteer Work

Planning Board – Vice Chairman
Town of Wendell
July 2018 - Current

President of the Board – Parks and Rec Commission
Town of Wendell
July 2015- June 2018

SHANNON WAYNE MCCOY

4711 Brighton Ridge Drive, Apex, NC 27539

Phone # (919) 601-2784

EMAIL : swmccoy94@gmail.com

OBJECTIVE

To achieve a position utilizing my extensive trouble-shooting skills, quality leadership in productivity and teamwork. Achieving the company's objectives while maintaining customer satisfaction and loyalty.

SKILLS

Project Management Scheduling and Execution
Project Control budgeting and awards to General Contractors
Quality Six Sigma Black Belt
Contract implementations
OSP Engineering & Construction
e911 Network Services and design
SONET , DS3,DS1,DS0 Service Design
RF Wireless Installation/Testing
Cellular/PCS BTS Installation
T1/DS1 Installation/Test
Windows XP/Access/Excel/Word/Power Point
WAN/LAN/IP Administration

WORK EXPERIENCE

2017 – Present - **Hyper Network Inc** – Director of Outside Plant Operation

- Project Manage new customer startups and overseeing employee productivity
- Communicating with local jurisdiction and governing bodies on projects to ensure legalities are met
- Create process procedures for operations and identifying areas for improvement
- Routinely monitor financial information and adjusting operation budgets where practical
- Ensure workflow aligns with market demands

2015-2017 **Bechtel Infrastructure** – 100 Perimeter Park Dr. Morrisville, NC

- Lead Field Engineer for Google Fiber Raleigh - Durham
- Coordinated and fielded survey teams for fiber route design and fiber hut designs
- Coordinated the construction, utility services and delivery of 15 fiber shelters
- Coordinated the of Fiber installation, splicing and testing for more than 4 million feet of fiber in less than 2 years
- Routinely worked with Contracts to approve and or dispute contractor invoicing and Customer billing

2014-2015 **Bechtel Infrastructure** - 9200 Berger Rd, Columbia, MD

- Area/Delivery Manager for AT&T Generator Deployment for 900 Cell Sites
- Coordinated execution plan with schedules, cost, and material delivery
- Provided weekly progress reports to AT&T and Bechtel program leadership
- Lead the team of site acquisition, engineering and construction efforts with 96% success in forecast accuracy and 18% GM gains at close of project

2011-2014 **Bechtel Infrastructure** – Frederick, Md.

- Northeast Regional Six Sigma Black Belt for AT&T Mobility Program
- Coordinated process improvement projects (PIP) to reduce cycle time, defect rates and cost of poor quality with soft and hard cash savings.
- Provide Quality and Cost saving metrics for the program illustrating progress in PIP improvements
- Provided leadership with process maps and data for process improvements in 4 market locations
- Assisted in training of new Champions and Yellow belts

2010-2011 **Bechtel** - NYC/NJ 100 Paragon Dr, Montvale NJ 07645

- Operation/War room Manager for LTE (4G) deployment for ATT Wireless. Providing reports and analysis of contractor deployments for 13 companies. Insuring Project Management schedules are driven to timely execution.
- Six Sigma Market Yellow Belt Rep for data collection
- Deputy Transport Manager for Fiber To The Cell Site deployment
- Directed recovery efforts for Transport/Data group in excess of $11 million
- Trained junior engineers in methodologies of crew deployments and safety

2005-2010 **Bechtel** - 9200 Berger Rd, Columbia, MD 21046

- Transport/Telco Manager for Baltimore MD and Washington DC AT&T Wireless Markets
- Coordinating the integration of networks for Cingular Wireless from former ATT Wireless. Nightly integration which required 2 months of planning to help prevent disruptions to the network and service to callers.
- Providing close customer assistance in troubleshooting of performance problems and reacting to ATTs needs.
- Obtaining site acquisitioning for delivery of T1 services from Verizon and other LEC providers.
- Assisted in project controls for budgeting and payment to contractor services for T1 testing and installation for network growth projects.

2004-2005 **Bechtel** - 17-17 Rte. 208 N, Fair Lawn, NJ 07410

- E911 Transport Coordinator New York, New Jersey and Connecticut
- Coordinated the installation and testing of Andrew's WLS Technology for Cingular Wireless for new cell site growth.
- Coordinated the resolve of network issues with Intrado and Cingular network designs in the performance of 911 services. Certified from Intrado for network knowledge and implementation.
- Assisted in project controls for budgeting and payment to contractor services for T1 testing and installation for network growth projects.
- Managed TDMA to GSM E911 conversion project for Cingular Wireless Special Projects Groups. Surpassed the client's expectations in schedule and performed a seamless integration without affecting live network. This performance was recognized by senior management for outstanding performance.

1999- 2004 **Nortel Networks**

- Site Team Leader/ Sr. Optical Field Tech 3
- Commissioned and Tested various Nortel Optical/DWDM equipment
- Installation of interior latter rack cable support, fiber optic raceway, frame anchoring, cable lacing and termination that reflected the highest Bell Corps and Nortel Networks' standards
- Performed software and hardware upgrades for Nortel's Optical Carrier Systems upon request from local area costumers
- Highly experienced with Sonet, DS3, DS1, and DS0 multi vendor test sets including the Digital Lightwave, T-berd, Sunset, and RF Spectrum Analyzers.

1994-1998 **United States Marine Corps**

- Radio Operations Coordinator/Platoon Sergeant
- Establish and maintain cryptographic systems, satellite communications, intercom systems, power supply systems, multi-cabling systems and Global Positioning Systems (GPS)
- Connect, operate, and troubleshoot HF, UHF, and VHF radio equipment and associated multi cable terminals and cryptographic devices
- Composed daily briefings for upper command on communication upgrade and change-over. Over seen the security and disposal of sensitive materials used in day to day operations
- Received several accommodations for excellent performance in organization and accountability of sensitive material dispersal and retrieval
- Managed 22 Marines with responsibility towards their welfare, mission, and on going training utilizing excellent leadership skills obtained from the Marine Corps.

EDUCATION

2010 Six Sigma Black Belt
2007 Strayer University – Business Management/Accounting
2001 Nortel Networks- Optera Metro 3000 series OAM&P
2000 Nortel Networks- Connect DX OAM&P
2000 Nortel Networks- Broadband Basic Install
2000 Nortel Networks-DWDM/MOR Slat
2000 Nortel Networks- Universal Slat Process
2000 Nortel Networks-STL Training
1994 - 1996 29 Palms, California Navy/Marine Corps Electronics School

- VHF, HF, UHF, AND SATELLITE COMM Provision and Test
- Telephone and Cryptographic maintenance/repair
- LAN/WAN Data
- Antenna/coax installations

References upon request

David J. Welty

193 Jesse Dr, Smithfield, NC 27577, 919-300-9036, dave-welty@sbcglobal.net

Communications Management / Supervision / Field Service Technician

SUMMARY OF QUALIFICATIONS

A dedicated professional with solid experience in the communications industry with an emphasis on transmission equipment, network operations, field installation and maintenance, training others, customer service, and telephone switching systems. A strong leader able to create successful standards for efficient production with quality as a priority, provide a broad knowledge of network equipment and protocols, troubleshoot and analyze situations and bring positive solutions to problems including equipment, processes and personnel issues. A team player and self-starter who can function efficiently in challenging environments with a commitment to achieving goals and objectives in order to contribute to the success of any company. Demonstrated areas of expertise include:

Analytical Skills	**Client Relations**	**Customer Service**	**Leadership Skills**	**Personnel Management**
Operations	**Team Management**	**Team Building**	**Presentation Skills**	**Planning/Coordinating**
Communication	**Policy/Procedures**	**Quality Control**	**Problem Solving**	**Training/Development**

PROFESSIONAL EXPERIENCE

Hyper Networks Inc

Manager – Quality/Closeout — **Jan 2019 - Present**

- Responsible for Closeout/Completion of deliverables for all Fiber Construction including MDU buildout, OSP Construction, Design issue resolution, and fiber testing.
- Responsible for verifying that all field personnel are informed and trained on the expectations of our Customer and the project they are working on.

Unitek

Manager – Quality/Operations – Pinnacle - Google Fiber — **May 2018 – Jan 2019**

- Responsible for Network Acceptance of all elements of Google Fiber Construction including MDU buildout, OSP Construction, and customer drop installation.
- Assisted in creation of new Network Acceptance Process for Google Fiber Construction including error reporting and network testing documentation.
- Interfaced with all Google Fiber construction vendors in implementing acceptance process and understanding Google Fiber Construction Standards.

Manager – Smart HomePros – DSAT - Vivint — **Oct 2017 – Apr 2018**

- Manage team responsible for Install/Repair of Vivint security systems and smart home products including security, access control, fire alarm reporting, and thermostat controls for commercial and residential customers.
- Assist home and business owners in locating vendors for any requested services that Vivint does not provide.

Supervisor – Install / Maintenance- FTS - Spectrum — **Sep 2011 – Oct 2017**

- Supervised team responsible for install /repair of Spectrum Business products.
- Supervised installation of all necessary wiring through commercial buildings to meet Property Management and Customer needs.
- Interface with customers and vendors to insure smooth cutover to new Spectrum Business services.
- Assist small business customers in network and telephone setup and changes.

Bridgepoint Communications

Contractor – Install / Maintenance — **Feb 2011 – May 2011**

- Responsible for install /repair of Time Warner Cable services including television, internet, and telephone products for Commercial and Residential customers. Installed DHCP, Private IP devices, interfaced with customer telephone systems, and installed video/sound to home theater systems.

Pacific Broadband

Contractor – Install / Maintenance — **June 2010 – Dec 2010**

- Responsible for install /repair of Charter Cable services including television, internet, and telephone products for commercial and residential customers. Installed DHCP, Private IP devices, interfaced with customer telephone systems, and installed video / sound to home theater systems.

Judge Technical Services

Contractor – Network Repair Bureau – Verizon Wireless — **Sep 2009 – April 2010**

- Responsible for the analysis and resolution of customer impacting faults in the Verizon Wireless network including voice quality, call routing, and SMS issues.
- Isolated SMS and MMS issues across SS7 network.
- Isolated troubles in Verizon Wireless CDMA network including Nortel DMS and Lucent 5ESS switching platforms.

Verizon Communications
Customer Zone Tech **2004-2009**
- Customer service technician responsible for all outside plant facilities, customer prem equipment, inside wire and CPE for Commercial and Residential customers.
- Installed and maintained Verizon FIOS voice, data, and video products.
- Installed and maintained commercial and residential data products and configured customer wired and wireless networks

MCI – MCI WorldCom **1995-2004**
Tier 3 Support, MCI Advantage **2003-2004**
- Tier 3 support for MCI Advantage voice over IP products including voice gateway routers, local network call routing, and CPE trouble isolation.
- Trained VOIP data side techs on local service call routing, translations, and trouble isolation.

Manager, Local Service Repair Center-WorldCom/MCI- Houston **2000-2003**
- NOC Manager in charge of NOC operations and personnel responsible for remote isolation and troubleshooting of all services tied to the Class 5 local switches including customer DS1/DS0, SS7, PRI, SONET, and customer CPE equipment.
- Trained personnel on all Hardware/Translations troubleshooting of the Class 5 switch, remote test equipment/tools, SS7 translations, ISDN, Analog, DS0 testing, and understanding how any type of circuit is routed through the network.
- Chosen to create/write requirements and manage a new 24-hour maintenance center that covered 140+ local switches over the U.S. Hired 30+ personnel and taught a three week class on local service maintenance that was recognized as being done faster and more efficiently than ever before, and customers were very pleased.
- Handled escalations to LECs nationwide to get our customer issues resolved as quickly as possible.
- Handled scheduling of personnel to ensure necessary coverage for 24x7 operation.
- Managed NOC through the company bankruptcy and kept the team informed and productive through very trying times.

Local Service Engineer-MCI/WorldCom-Cary, NC **1999-2000**
- Trained all new personnel on troubleshooting equipment, information databases, and ticket handling procedures.
- NOC technician responsible for maintenance of local service customers, network circuits, and equipment.
- Worked with LEC and equipment vendors to troubleshoot ISDN, LNP, SS7, Class 5 switch, DS3, DS1, and unbundled DS0 circuits.

Operations Application Specialist-MCI-Seattle, WA **1998-1999**
- Served as Acting Manager in the absence of a Facility Manager. Handled all personnel, budget, and escalation issues.
- Responsible for training all central office personnel on central office equipment and associated access, alarming and provisioning platforms. Provided a comfortable and informed working environment for all employees during uncertain times as the merger of MCI and WorldCom began.
- Supervised maintenance and upgrades on all Switch, DACS, HVAC, and central office power equipment.
- Worked with local sales teams to streamline customer order information, processing, and installations.

Switch Technician/Dispatch Technician-MCI-Seattle, WA **1995-1998**
- Responsible for maintenance and operation of a Siemens EWSD Class 5 Switch, various digital cross-connect equipment, and all alarming and test access platforms in the central office.
- Chosen as lead technician and trained and supervised all personnel on switch and central office technician duties.
- Responsible for maintenance and installation of MCI Customer Premise Equipment including channel bank, CSU/DSU, routers, UPS systems, and in-house cabling on all products.
- Trained employees on all maintenance practices and use of new Dispatch Manager software.

United States Air Force
Electronic Technician **1989-1995**
- Responsible for maintenance, modification, and operational condition of all air traffic ground to air HF/VHF/UHF communications systems, base security systems, and closed circuit television equipment. Ran trouble on most of this equipment to component level.
- Wrote and implemented training plans for security and closed circuit television equipment new to the Air Force.
- Trained and supervised personnel on maintenance procedures and office responsibilities.

EDUCATION
A.S., Community College of the Air Force – *Electronic Systems Technology* **1994**
Broome County Occupational Technical Center – *Industrial Design Technology-2 Year Certificate* **1987**

TRAINING
Achieving Extraordinary Customer Relations, Change Management, ATM, Frame-relay, ISDN, SONET, VOIP, and Router Configuration.

REFERENCES AVAILABLE UPON REQUEST

Kelly Zakany

238 Grovemere Lane
Wendell, NC 27591
Phone: 919-906-2274
E-mail: KellyZakany@gmail.com

Profile

Highly motivated, dynamic, and organized leader. Productive collaborator and team leader, who employs strong interpersonal skills and a commendable work ethic. Adaptable and committed to success, and to meeting organizational goals. An innovative thinker who is able to bring ideas from inception to fruition.

Education

Grand Canyon University January 2012 – December 2012 Phoenix, AZ

- Studied for Master of Science in Business Administration with an Emphasis in Leadership

Seton Hall University August 2001 – May 2005
South Orange, NJ

- Bachelor of Science in Elementary Education
- Bachelor of Science in Special Education

Key Skills

Management and Leadership:

- Motivation
- Supervision
- Fostering Goal Orientation
- Creative Problem Solving
- Organization
- Training
- Data Analysis
- Scheduling

Interpersonal:

- Team Work
- Team Building
- Developing Relationships with Clients

Work Experience

Fiber Team Manager October 2019 - Present Hyper Networks Inc Raleigh, NC

- Manage multiple fiber placement teams in the Raleigh and Charlotte markets
- Set and manage to milestone accomplishment
- Schedule and manage activities in order to meet project deadlines for multiple clients
- Evaluate and troubleshoot risk factors in order to maintain project schedules
- Train team members in multiple applications related to fiber placement, including manual, mechanical, and air assisted placement methods, as well as OSP, ISP and confined space environments
- Work with the other departments to ensure cohesion and transparency
- Maintain a safe work environment, utilizing appropriate safety equipment and PPE
- Ensure team member OSHA 10 certification and lead OSHA 30 certification
- Ensure team members are confined space certified

Project Manager April 2018 - October 2019 Digital Group
Clayton, Garner NC

- Managed the entire structured cabling OSP/ISP installation for the Novo-Nordisk pharmaceutical plant in Clayton NC

- Negotiated, wrote and submitted change orders
- Analyzed profit, loss, and trends in both long and short term projects
- Set measurable team goals and managed to those goals
- Launched and managed the OSP fiber placement division
- Certified OSHA 30, onsite safety representative

Math Teacher, Grade 8 August 2015 – April 2018 Wake
County Public Schools, Franklin County Schools Youngsville, Garner NC

- Planned, coordinated volunteers and staff, budgeted and tracked all incoming data regarding out of state grade level trip to Washington DC. Priced, negotiated and contracted with all vendors regarding trip.
- Utilized data to drive daily instruction
- Facilitate student responsibility and self-assessment by helping students analyze their own learning and track their progress, as well as set and reach educational goals
- Recognized by the State of North Carolina as one of the top 25% of Math educators in the state.

Owner (50%), Project Coordinator March 2015 – April 2018 Integrated
Hybrid Telecommunications Rock Hill, SC

- Contracted with cell tower labor companies to provide services such as upgrades and repairs for major cell providers
- Scheduled, tracked, invoiced for work
- Built and maintained relationships with vendors and customers

Location Manager May 2014 – August 2015
Hertz Global Holdings Morrisville, NC

- Coordinate staffing and shifts for all staff members
- Set sales goals based on data and location trends, trained and incentivized subordinates to meet sales goals and increase customer satisfaction ratings.
- Made decisions on how to best use allocated budget to maximize benefit to our location
- Address all customer concerns in order to maintain positive customer relations and reach mutually acceptable solutions
- Conduct performance evaluations and coaching for all staff members
- Develop and implement training sessions for staff members
- Lead staff focus groups

Master General Agent June 2012 – December 2013
American Income Life Insurance Company Raleigh, NC

- Led a team of twelve agents, including team meetings, training sessions and debriefings, as well as follow-up throughout the day
- Achieved highest sales in NC on four separate occasions.
- Developed and maintained a tracker that followed business from application through most recent paid-to date, aiding in agent follow through with clients and client satisfaction
- Set sales targets, drove business to meet targets
- Tracked data in several reports related to agent production and efficiency
- Collaborated with other managers to develop more effective training programs
- Recruited and interviewed prospective new agents, and maintained relationships through the licensing process
- Trained new agents

Science Teacher, Enrichment Team Member, Grade 6 January 2011 – June 2012
Wake County Public Schools: Zebulon Middle School Zebulon, NC

- Composed minutes for Sixth Grade Science and Enrichment Team meetings
- Prepared and delivered engaging, enriching lessons for the Science department
- Managed all aspects of field trips and gained approval from administration.

Grade Level Chair, Teacher, Grade 5 July 2008 – January 2012
Wake County Public Schools, NC Charter Schools Zebulon, Raleigh, Wilson NC

- Presented grade level material, findings, and methodology to all school staff
- Orchestrated Open House activities and presentations; Established a monthly Grade Level

Parent Night to foster community involvement
- Planned and gained approval from the Board of Education for interstate field trips
- Planned and conducted Grade Level and Professional Learning Team meetings
- Liaised between grade level teachers, parents and administrators at School Leadership meetings and Parent Teacher Association meetings
- Located and arranged professional development opportunities for team members
- Utilized testing data to drive instruction for students

Special Education Teacher, Grades 3 and 6 August 2005 – June 2007
Franklin Township School District Somerset, NJ

Lead Bookseller, Children's Department September 2003 – September 2006
Barnes & Noble Booksellers Clark, NJ
- Trained, scheduled, supervised, and evaluated performance of employees

Lead Salesperson, Housewares Department March 2003 – September 2003
Linen's N' Things Springfield, NJ
- Coordinated all major department changes and managed inventory
- Delegated tasks, supervised and scheduled Housewares Department employees

JASON COLLINS

(919) 742 - 0323
1867 Hanks Chapel Rd., Pittsboro, NC 27312
Jdcollins89@gmail.com

Summary

Driven Assistant Project Manager willing to pitch in and assist with any task. Responsible professional proudly promoting wide-ranging skill set, including aerial and underground fiber construction and maintenance.

Skills & Abilities

- Knowledgeable in High Count Fiber Splicing
- Effective Communication
- New Construction and Renovation
- Safety and Compliance
- Constructing Splice Cases
- Documenting Activities
- Troubleshooting and Repair
- Configuring Equipment
- Educating Customers
- Team Management
- Scheduling and Project Management

Experience

JULY 2020 - PRESENT

HYPER NETWORKS INC
Director of Fiber Splicing

- Manage OSP Maintenance program and implementation of policies and procedures of work performed.
- Direct and dispatch technicians on forward build projects to meet customer deadlines
- Enforce quality control practices to deliver finished work packages to customer requirements
- Build new relationships with customers while growing and maintaining existing relationships
- Coordinate efforts with other departments to make sure deliverables are met on time
- Develop our relationship with our vendors to ensure quality control and build

new relationships with vendors to help them and us succeed.

JANUARY 2020 –JULY 2020

PINNACLE FIBER AND TECHNICAL SOLUTIONS
Assistant Project Manager

- Manage OSP Maintenance and Drops Deployment team schedules with eye for coverage needs and individual strengths.
- Engage team members and improved performance by delivering daily updates and conducting Weekly meetings to obtain feedback and convey
- Carrying out senior management directives efficiently.
- Direct all dispatching, routing, and tracking of company technicians and fleet vehicles.
- Maintain well-controlled business inventory with minimal losses by enforcing solid monitoring and management structures.
- Motivate, train and discipline employees to maximize performance.
- Enforced quality assurance protocols to deliver ideal customer experiences along with processing customer complaints for satisfactory outcomes
- Design and deploy repair solutions on Google Fiber network to restore to complete functionality.
- Built and strengthened partnerships with local Google Fiber management to reap benefits such as new revenue channels and enhanced public awareness.

JULY 2019 – JANUARY 2020

PINNACLE FIBER AND TECHNICAL SOLUTIONS
SPLICER LEAD

- Diagnosed and resolved complex integrated customer issues for implementation, add-on, maintenance, and support for OSP Maintenance and Drop Deployment.
- Handled customer inquiries and concerns.
- Resolved conflicts and negotiated mutually beneficial agreements between parties.
- Tended equipment during operation and monitored readouts to determine areas of concern and quickly correct problems.
- Devoted special emphasis to punctuality and worked to maintain outstanding attendance record, consistently arriving to work ready to start immediately.
- Worked with Google Fiber customers to understand needs and provide

excellent service installations and repairs.

- Resolved internal and external problems, improved operations and provided exceptional client support.
- Led team in delivery of Deployment and Maintenance projects, resulting in meeting our MTTR

OCTOBER 2016 – JULY 2019

AT&T
WIRE TECHNICIAN

- Installed and configured residential and commercial fiber telecommunication products and services
- Installed and configured residential and commercial copper telecommunications products and services
- Coordinated installation of new users and relocations of existing users
- Analyzed user-generated trouble tickets to determine causes of problems and took appropriate action for resolution
- Diagnosed and resolved complex integrated customer issues for implementation, add-on, maintenance and support of voice, data, VoIP and CTI applications.
- Planned layouts and ran cable into buildings and through walls, attics, and crawl spaces.
- Set up networks and computers for business and residential customers.
- Responded to service requests during and after business hours.
- Maintained excellent attendance record, consistently arriving to work on time.

MAY 2015 – OCTOBER 2016

AT&T
OUTSIDE PLANT TECHNICIAN

- Placed, troubleshot, and maintained both copper and fiber aerial telecommunications plant and documented results
- Placed, troubleshot, and maintained copper and fiber underground telecommunications plant and documents results
- Tended equipment during operation and monitored readouts to determine areas of concern and quickly correct problems
- Extended life of equipment and maintained consistent performance with regular cleaning and maintenance.
- Documented daily activities in internal system and submitted timely reports
- Supported management decision-making by compiling operational and production data into daily logs

2014 - 2015

C&C CONSTRUCTION
LABORER

- Prepared and maintained structures for the placement of solar panels
- Performed as laborer for solar panel projects, including maintenance and repair
- Gathered and disposed of work site debris to remove safety hazards and boost team productivity.

2010 - 2012

ADVANCE AUTO PARTS
ASSISTANT GENERAL

- Enforced quality protocols to deliver ideal customer experiences.
- Resolved problems promptly and effectively to elevate customer approval.
- Applied strong leadership talents and problem-solving skills to maintain team efficiency and organize workflows to meet any daily demand.
- Supervised entire staff operations and maintained schedule
- Performed all staff performance evaluations

References

AVAILABLE ON REQUEST

Garrett Strahin

Construction Manager

Garrett Strahin
2516 Hutchins Hill Ln
Haw River, NC 27258

919-215-8379
Garrettstrahin19@gmail.com

Skills

Adept time management and ability to mulit-task, Proficient usage of spreadsheets such as google sheets or microsoft excel, Skilled in communications such as verbal, non-verbal, listening, written, and visual, Experienced in managing construction crews.

Experience

Hyper Networks/ Construction Manager

March 2019 - PRESENT, Raleigh NC

Coordinate construction of fiber installation projects from start to finish, perform a precon walk and capture photos of work areas, assign projects to subcontractors, read and interpret designs and drawings, keep accurate records and report daily progress, adhere to schedules and project timelines, supervise field activities of directional boring crews, and mechanical fiber pulling crews, ensure field personnel work safely, following OSHA guidelines, safe dig procedures and practicing proper PPE usage, oversee construction to ensure work is being built per design specifications and permit requirements, provide as-built construction drawings with accurate records of work performed and materials used, perform a post construction jobsite walk-through and capturing photos of the restored construction areas.

S&N Communications / Site Superintendent

September 2016- March 2019, Raleigh, NC

Oversee and direct activities of subcontractors for various types of fiber installation methods including traditional boring, microtrenching, plowing, and aerial construction, Read and interpret prints and designs to ensure construction work is being performed in accordance with permits and design specifications, Provide an as-built construction drawing to the customer with a total of materials used.

UPS / Package Handler

October 2014 - September 2016, Greensboro, NC

Responsible for safely loading packages into trailers from a conveyor belt at a rate of 300+ per hour. Ensuring package labels match the trailer destination.

Education

Broughton High School / High school Diploma
August 2011- MONTH 2014. Raleigh. NC

THE TOWN OF

Holly Springs

November 3, 2020

Kendra,

On September 23, 2020, two contractors responded to the RFP for Town project 17-022, Signal Fiber Construction.

The two responding bidders were Hyper Networks, Inc. and Precision Contracting Services, Inc. Their bids were as follows:

Hyper Networks, Inc: $321,589.65

Precision Contracting Services, Inc.: $428,739.73

Upon cursory review of both bids, all parties appear to be responsive and responsible, with the lowest bid going to Hyper Networks, Inc., in the amount of $321,589.65.

At final review of the responses and confirmation of the proposal accuracy, discrepancies were discovered in the calculations of the unit prices and quantities with the line totals. The discrepancy reduced the bid proposal to $308,273.67, and the errors appear to be in transposition. Upon consultation with the Town attorney, the conclusion based on the calculations is in the Town's favor, and too much time has passed for the bidder to not have realized the mistake and request for the bid to be withdrawn. Hyper Networks would have forfeited the bid bond. The only remedy would be for the Town to "throw out" the bids and advertise again.

I advised the bidder, Hyper Networks, of the discrepancies and they reviewed their internal spreadsheet and what was submitted in the package and confirmed the transposition errors in the package. I also advised them that we would be moving forward with the discrepancies that are in the favor of the Town, which they understood.

The reference checks for Hyper Networks' previous work were positive.

I recommend entering into an agreement with Hyper Networks, Inc., to perform work on the signal fiber construction project.

Sincerely,

Jeff Wilson
CIO

Enclosed: Revised Calculations – RFP Attachment 2

ATTACHMENT 1

Fiber Optic Communications
Network Construction

Fiber Optic Communications Network Construction

TECHNICAL SPECIFICATIONS AND BID REQUIREMENTS

ATTACHMENT 2

PRICE PROPOSAL SHEETS

ATTACHMENT 2-A1: Signal Fiber Construction Service Proposal Pricing Sheet

Bid Item #	Description	Unit	Estimated Quantity	Price	Extended Price	
	CONSTRUCTION SERVICES - PRICE PROPOSAL SHEET A1					
	UNDERGROUND CONDUIT AND CABLE INSTALLATION					
A1a	Installation of Conduit using Directional Boring	FT	10,395	$16.20	$168399.00	✓
A1b	Installation of Additional Conduit - Open Cut	FT	1,546	$1.00	$1546.00	✓
A2a	Installation of Type 2 Handhole – Tier 22, 24" x 36" x 36"	EA	6	$302.89	$1817.34	✓
A2b	Installation of Type 5 Handhole – Tier 22, 17"(18") x 30" x 30"	EA	9	$254.42	$2289.78	✓
A3	Installation of Rhino HideOut Locate Marker (or equivalent) (Ground Rod)	EA	15	$114.52	1717.80	✓
A4	Installation of Town-Supplied Marker Posts	EA	15	$89.87	$1348.05	✓
A5	Installation of Town-Supplied Ball Markers	EA	15	$29.78	$446.70	✓
A6	Cable Installation in Conduit	FT	28,035	$1.52	$42613.20	✓
	FIBER SPLICING AND TESTING					
A7	Installation of New or Re-entry of Existing Splice Enclosure	EA	17	$197.25	$3353.25	✓
A8	Splicing of Fiber (single strand)	EA	272	$29.45	$2337.92	8010.40
A8	Final Acceptance testing of Terminated cable (per strand)	EA	208	$13.54	$2437.20	2816.32
	INSTALLATION OF CONDUIT AND CABLE IN TRAFFIC SIGNAL BASE					
A10	New Conduit Entry into an Existing Traffic Cabinet Base	EA	6	$1145.85	$6875.10	✓
A11	Installation of DIN Rail Mounted (or Wall Mounted) Termination Panel	EA	16	$237.85	$3805.60	✓
A12	Installation of Backbone Termination Panel	EA	1	$465.00	$465.00	✓
	ADDITIONAL ITEMS					
A13	Intermediate Rock Adder	FT	180	$13.54	$2437.20	✓

A14	Hard Rock Adder	FT	28	$75.00	$2100.00

Price Proposal Sheet A1 (Construction Services) Subtotal: $248,017.34

$250,040.74

ATTACHMENT 2-B: Time and Material Price Proposal Sheet

Bid Item #	Description	Unit	Price
	TIME AND MATERIAL - PRICE PROPOSAL SHEET B		
B1	Foreman	HR	$85.64
B2	Technician	HR	$67.24
B3	Assistant	HR	$48.85
B4	Laborer	HR	$43.65
B5	Air Compressor	HR	$18.96
B6	Generator	HR	$26.74
B7	Bucket Truck - Short (Reach Up To 40 Feet)	HR	$225.00
B8	Large Vehicle	HR	$175.36
B9	Medium Vehicle	HR	$115.38
B10	Small Vehicle	HR	$45.67
B11	Large Equipment	HR	$175.00
B12	Medium Equipment	HR	$119.65
B13	Small Equipment	HR	$41.74
B14	Light Plant	HR	$143.00
B15	Crash Cushion	HR	$250.00

B16	Flashing Arrow Board	HR	$26.00
B17	Lighted Barricade	HR	$26.00
B18	Steel Plate	HR	$55.00
B19	Concrete Barriers	HR	$115.00
B20	Water Pump	HR	$58.17

ATTACHMENT 2-C1: Construction Material Price Proposal Sheet

Bid Item #	Description	Unit	Estimated Quantity	Price	Extended Price	
	CONSTRUCTION MATERIAL - PRICE PROPOSAL SHEET C1					
	CONDUIT					
C2	2-inch, SDR 11, HDPE Roll Duct	FT	12,969	$0.98	$11760.00	12,709.62
	HANDHOLES					
C2a	Type 2 Handhole – Tier 22, 24" x 36" x 36"	EA	6	$557.38	$3344.25	✓
C2b	Type 5 Handhole – Tier 22, 17"(18") x 30" x 30"	EA	10	$451.76	$4517.56	4517.60
	SPLICE ENCLOSURES					
C3	Splice Enclosure and Accessories (4 cable, 144 mass fusion and 48 single splices)	EA	17	$257.47	$4377.00	✓
	CONSTRUCTION HARDWARE					
C4	Rhino HideOut Locate Marker (or equivalent)	EA	16	$56.20	$899.25	✓
C5	#10 copper tracer/ground wire, green insulation	FT	11,432	$0.29	$3675.00	3715.28

C6	Wrap-Around Cable Marker Labels	EA	36	$1.16	$41.90	41.76
	FIBER OPTIC CABLE					
C7a	12-strand lateral cable, loose buffer tube, outdoor cable	FT	4,805	$1.13	$27434.56	5429.65
C7e	144-strand backbone cable, ribbon, outdoor cable	FT	24,343	$0.31	$1471.53	7546.33
	ADDITIONAL ITEMS					
C8	1.25-inch HDPE Innerduct (Corrugated)	FT	270	$0.80	$214.99	216.00
C9	Fiber Termination Panel (DIN Rail-Mounted)	EA	16	$224.12	$3585.92	✓
C10	Fiber Termination Panel (Backbone)	EA	1	$12250.36	$12250.36	✓

Price Proposal Sheet C1 (Construction Materials) Subtotal: $73,572.31

$58,237.02

ATTACHMENT 2-D – Proposal Pricing Summary Sheet

A unit price is an amount stated in the Construction Agreement as a price per unit of measurement for materials or service and shall be added to or deducted from the contract Sum by Change order in the event that a specific material and/or service provided by the Contractor is increased or decreased from the Estimated Quantity Bid in the Construction Agreement.

Unit prices are complete for labor, equipment, material, overhead and profit. Proposal Price includes the quantity of each item to be furnished complete according to the work shown on the plans and specifications and as estimated herein, inclusive of all appurtenances, as shown and specified. Any unused amount will be credited to the Owner by change order at the end of the project. Likewise, any item installed and accepted by the Owner that exceed the Contract Quantity estimated for that particular Bid item will be paid to the Contractor by Change Order at the Progress Payment that follows approval of the installation of the additional work items.

Subtotal for Signal Fiber Construction Services (Price Proposal Sheet A1):	$248,071.34 $250,040.74
Subtotal for Signal Fiber Construction Materials (Price Proposal Sheet C1):	$73,572.31 $58,232.02
Proposal Price:	**$321,589.65** $308,273.76

[If Bidder is not an individual, enter entity name here]

By: _____
(Signature)

NAME OF SIGNER: Kali Parks
(Please Print or Type)

TITLE OF SIGNER: CFO
(Please Print or Type)

DATE:

Town of Holly Springs
Budget Amendment Request

BE IT ORDAINED by the Town Council of the Town of Holly Springs, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021.

Department: Utilities & Infrastructure Services **Date:** 11/17/2020

Reason for Budget Amendment:

Connecting town traffic signals to fiber. Fiber connectivity between signals and NCDOT allows NCDOT insight to the signal network for quicker response to issues through automated alerts

Expense			
Account #	***Account Description***	***Increase***	***Decrease***
48-432 12.05	Town Projects - Signal Sync Project	$ 339,102	
	Total Expense:	**$ 339,102**	**$ -**

Revenue			
Account #	***Account Description***	***Increase***	***Decrease***
48 314	Streets and Sidewalks Projects Fund - Reimburse	$ 339,102	
	Total Revenue:	**$ 339,102**	**$ -**

Department Head Signature (or electronic submission)

Finance Director Signature (if necessary)

Town Manager Signature (if necessary)

Council Approved/Notified (if necessary)

Town Manager is authorized to transfer within a department without prior approval of Town Council.
Town Manager is authorized to approve transfers between departments within the same fund up to $50,000.
All inter-departmental transfers will be reported to Town Council by the following month.
Amendments that change the total budget or departmental transfers over $50,000 require Town Council approval.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 14.

New Business

Title: Peterson Station Developer Agreement and Plan Amendment 16-DP-17-A03

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Sean Ryan, Development Services, Rachel Jones, Development Services, John Schifano, Town Attorney

Action(s):

- Approve/deny/table Major Development Plan Amendment for Peterson Station with the conditions stated in the attachment.
- Approve/deny Developer Agreement.

Explanation:

- Since the original approval in 2016, a condition of approval of this plan has been that the vertical mixed-use buildings, located along Sunset Lake Road, had to be the first buildings constructed in order to ensure that the mixed-use nature of this project would be achieved.
- With this major amendment, the applicant is seeking to modify the phasing plan and is requesting that the stand-alone apartment buildings be allowed to begin construction prior to the mixed-use buildings due to significant economic impacts due to COVID-19.
- Only the Town Council may approve any modification to the original condition of approval. In conjunction with this request, the applicant is seeking to enter into a Development Agreement that lays out the terms for the project phasing. Key terms within the developer agreement include:
    - Developer shall be allowed to pull residential building permits for 182 residential units (Phase 1 permits).
    - The developer will be required to install a new traffic signal at Sunset Lake Road and Stephenson Road, turn lanes, medians as shown on the approved plans and all other improvements on the Transportation Improvement Analysis (TIA).
    - Prior to a certificate of occupancy of any Phase 1 Permit ("First CO") the developer shall apply for and receive a permit on all buildings that contain the commercial units.
    - Developer shall obtain approval of the Gateway Feature by the town council prior to application of the Phase 1 Permit.
    - Prior to First CO, developer shall comply with all buffer requirements of the project.
- Secondary to the phasing amendment, the applicant is incorporating the previously authorized changes to the plan approved by the Town Council with the previous amendment, which includes increasing the number of units from 310 to 317, adding parking to accommodate the new units, and modifying the central open space area.

Planning Board Recommendation:
The Planning Board discussed the following issues and concerns on 10/28/20:

- Why the applicant was requesting to change the order of construction.
- The timing of the required transportation improvements, including the stoplight
- The anticipated start date for construction
- Concerns that commercial is needed on this side of town
- Concerns that the commercial may never happen if the change is permitted

Planning Board Recommendation:
The Planning Board recommended approval (5-3-1)

Those voting against the motion were:

- Mr. Deshazor: concerns that the retail will be left off of the project in the end and he feels the retail is needed.
- Mr. Crandall: concerns the retail may never be built and it will leave empty space.
- Mr. Brady: concerns that the retail may never be built and it will leave empty space.

Background:

- In June of 2016, the Town Council approved a Mixed-Use Option Development Plan for Peterson Station, located east of the intersection of Sunset Lake Road and Stephenson Road. The proposal included vertical mixed use buildings (buildings containing ground floor nonresidential land uses and upper level residential land uses) and stand-alone residential apartment buildings.
- In November of 2019, the Town Council approved modifications to the building elevations and allowed for an increase in the number of residential units from 310 to 317 units.
- Portions of the project area were zoned Zoning LB Local Business in 2001, 2005, and 2016.
- The following site revision was satisfied and removed from the Conditions of Approval since the Planning Board meeting:
    - "On the Site Plan sheet, please revise the label for the 51' Access Easement to "51' Public Access Easement for potential future connection," for clarity."

Funding Source(s):
N/A

Attachment(s):
1. Peterson Station16DP17A03_Plans
2. PetersonStation16DP17A03_Conditions
3. Peterson Station Developer Agreement Regarding Phasing

Town of Holly Springs
Staff Report to the Planning Board

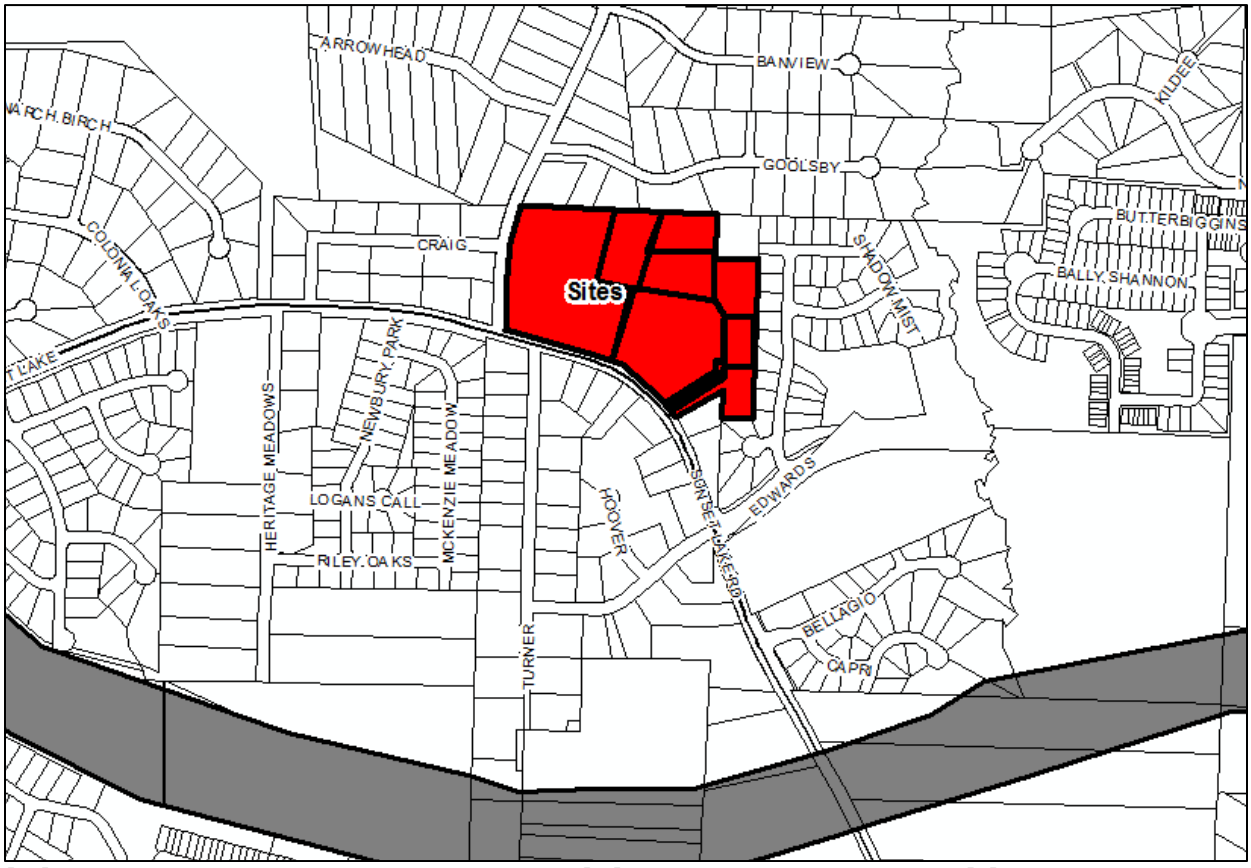
REQUEST FOR DEVELOPMENT PLAN AMENDMENT
Peterson Station at Sunset Lake
16-DP-17-A03

PETITIONER(S):
Tom Spaulding
Spaulding & Norris, PA
972 Trinity Road
Raleigh, NC 27607

DEVELOPER(S):
Jeff Peterson
Peterson Properties
PO Box 5608
Cary, NC 27512

OWNER(S):
Jeff Peterson
Sunset Gateway LP

LOCATION:



[**X**] Within Corporate Limits of Holly Springs [ ] Within Holly Springs ETJ [ ] Annexation Pending

ANTICIPATED REVIEW SCHEDULE:

Planning Board: October 27, 2020
Town Council Action: November 24, 2020

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

ATTACHMENTS:
Development Plans

PARCEL INFORMATION			
OWNER	**PARCEL #**	**ZONING**	**AREA**
Sunset Gateway, LP	0750721531	LB: Local Business	7.51 ac.
Sunset Gateway, LP	0750723712	LB: Local Business	1.59 ac.
Sunset Gateway, LP	0750724398	LB: Local Business	4.39 ac.
Sunset Gateway, LP	0750725651	LB: Local Business	1.46 ac.
Sunset Gateway, LP	0750725769	LB: Local Business	1.1 ac.
Sunset Gateway, LP	0750726008	LB: Local Business	0.19 ac.
Sunset Gateway, LP	0750728026	LB: Local Business	0.93 ac.
Sunset Gateway, LP	0750728228	LB: Local Business	0.99 ac.
Sunset Gateway, LP	0750728505	LB: Local Business	1.06 ac.
		TOTAL	**±19.22 acres**

ADJACENT PROPERTY SITE DATA		
	ZONING	**EXISTING LAND USE**
Subject Property	LB: Local Business	Vacant Single Family Residential
North	*Wake County* R-30: Residential	Single Family Residential
South	R-20 Residential	Single Family Residential
East	R-10: Residential R-20: Residential R-30: Residential	Single Family Residential
West	*Apex ETJ* Rural Residential	Single Family Residential

PROPERTY HISTORY

Comprehensive Plan History
Parcel 0750721531
Project Number: 15-CPA-03
Original Designation: Mixed Use
Proposed Designation: Very High Density Mixed Use
Approved by Town Council on: January 19, 2016

Parcels 0750723712; 0750724398; 0750725651; 0750725.769; 0750726008; 0750728026; 0750728228; 0750728613 (portion of);
Project Number: 16-CPA-02
Original Designation: Residential
Proposed Designation: Very High Density Mixed Use
Approved by Town Council on: September 20, 2016

Annexation History
Parcel 0750721531
Annexation Number: A00-04
Approved by Town Council on: October 17, 2000

Parcels 0750723712; 0750724398; 0750725651; 0750725769; 0750726008; 0750728026; 0750728228; 0750728505
Annexation Number: A16-03
Approved by Town Council on: June 20, 2017

Rezoning History
Parcel 075072153
Rezoning Number: 01-REZ-09
Original Zoning: WC R-30
Proposed Zoning: R-20
Approved by Town Council on: October 16, 2001

Parcel 075072153
Rezoning Number: 05-REZ-11
Original Zoning: R-20
Proposed Zoning: LB
Approved by Town Council on: March 21, 2006

Parcels 0750723712; 0750724398; 0750725651; 0750725769; 0750726008; 0750728026; 0750728228; 0750728613 (portion of);
Rezoning Number: 16-REZ-07
Original Zoning: R-30
Proposed Zoning: LB
Approved by Town Council on: September 20, 2016

Special Exception Use History
Project Number: 16-SEU-10
Description: Mixed Use Project
Approved by Town Council on: 06/20/2017

Variance History
Variance Number: 17-VARTC-01
Variance Request: Allow outdoor seating along thoroughfare
Approved by Board of Adjustment on: 06/20/2017

Development Plan History
Project Number: 16-DP-17
Description: Mixed Use Project
Approved by Town Council on: 06/20/2017

Project Number: 16-DP-17-A01
Description: Minor Plan Amendment
Approved by Director on: 05/14/2019

Project Number: 16-DP-17-A02
Description: Major Minor Plan Amendment
Approved by Town Council on: 11/19/19

STAFF ANALYSIS

PROJECT OVERVIEW

In June of 2016, the Town Council approved a Mixed-Use Option Development Plan for Peterson Station, located east of the intersection of Sunset Lake Road and Stephenson Road. The proposal included vertical mixed use buildings (buildings containing ground floor nonresidential land uses and upper level residential land uses) and stand-alone residential apartment buildings. In November of 2019, the Town Council approved modifications to the building elevations and allowed for an increase in the number of residential units from 310 to 317 units.

Since the original approval in 2016, a condition of approval of this plan has been that the vertical mixed-use buildings, located along Sunset Lake Road, had to be the first buildings constructed in order to ensure that the mixed-use nature of this project would be achieved. With this major amendment, the applicant is seeking to modify the phasing plan and is requesting that the stand-alone apartment buildings be allowed to begin construction prior to the mixed-use buildings. Only the Town Council may approve any modification to this original condition of approval. In conjunction with this request, the applicant is seeking to enter into a Development Agreement that lays out the terms for the project phasing.

Secondary to the major amendment to the phasing, the applicant is incorporating the previously authorized changes to the plan approved by the Town Council with the previous amendment, which includes increasing the number of units from 310 to 317, adding parking to accommodate the new units, and modifying the central open space area.

PLANNING & ZONING

Vision Holly Springs Comprehensive Plan

Land Use & Character
The Land Use & Character Plan designates the project area as Mixed-Use Center and Mixed Residential Neighborhood.

> *Mixed-Use Center*
> A Mixed-Use Center offers the opportunity to serve broader economic, entertainment, and housing needs in the community. Land uses and buildings on small blocks in the core may stand three or more stories tall and encourage active public spaces between the buildings. Residential units or office space are found above storefronts. Homes surrounding the core offer several choices to live and experience the center. Parking is satisfied using on-street parking, structured parking, and shared rear-lot parking strategies. The compact, walkable environment and mix of

residential and non-residential uses in the center supports multiple modes of transportation, including the potential for transit-oriented development if-when a decision is made to invest in premium transit along the NC 55 corridor.

A large-scale, Mixed-Use Center may be surrounded by one or more residential neighborhoods that provide additional nearby home choices and encourage active living with a comprehensive and interconnected network of walkable streets.

Mixed Residential Neighborhood
A Mixed Residential Neighborhood includes several housing types — single dwelling detached, single dwelling attached, and multi-dwelling — that provide a range of home choices (densities) in the same neighborhood. This mixed approach allows residents at all stages of life, with different housing needs and preferences, to live in a multi-generational community for a lifetime. Residents can start in a smaller, less expensive option like an apartment or townhome early in life, and move to larger detached single dwelling homes on larger lots as their families grow and change. Empty nesters can downsize to a townhome or senior living option without ever leaving the neighborhood.

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

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

DEVELOPMENT PLAN

Number of Units
Original Number of Units: 310
Proposed Number of Units: 317 *(this change was approved by the Town Council with the previous amendment)*

Gross Density
Original Gross Density: 16.43 units per acre
Proposed Gross Density: 16.8 units per acre *(this change was approved by the Town Council with the previous amendment)*

Off-Street Parking
Original Number of Spaces: 798 spaces
Proposed Number of Spaces: 812 spaces *(this change was approved by the Town Council with the previous amendment)*

Open Space

The main amenity building t has been moved to the east closer to building 1 to allow for additional outdoor area, as required by the previous amendment.

Project Phasing
The primary purpose of this amendment is to modify the project phasing. The current approval contains the following condition:

> *Buildings 6 and 7 shall be the first buildings constructed in order to achieve the mixed use nature of this project.*

The applicant is seeking to modify the phasing plan and is requesting that the stand-alone apartment buildings be allowed to begin construction prior to the mixed-use buildings. In conjunction with this request, the applicant is seeking to enter into a Development Agreement that lays out the terms for the project phasing.

The Development Agreement requires the following:

1. *An existing condition of development, as listed on the second paragraph "2" of page 3 of the Notice of Action dated (undated), attached hereto as Exhibit B, requires the Developer to construct buildings 6 & 7 first, before any other buildings. The Town hereby agrees to the following modifications to that condition:*
    a. *Developer shall be allowed to pull residential building permits on 182 Residential Units ("Phase 1 Permits"), in accordance with approved plans, so long as the all of the Developer's Work is completed with the exception of: (i) the construction of the Commercial Units and (2) the new traffic signal.*
    b. *Phase 1 Permits shall be issued by the Town under ordinary course of development and upon payment of ordinary permit fees.*
    c. *Phase 1 Permits shall not progress to vertical construction (ie, no framing inspections shall be allowed) until such time as the new traffic signal (at Sunset Lake Rd and Stephenson Road) is installed, accepted by NCDOT, and operational.*
    d. *Prior to a certificate of occupancy of any Phase 1 Permit ("First CO"), the Developer shall apply for and receive a permit on all buildings that contain the Commercial Units.*
    e. *After obtaining all building permits for the Commercial Units, successful completion of all Developer's Work (except completion of the Commercial Units), and acceptance thereof by the Town, the Developer may receive the certificates of occupancy for Phase 1.*
2. *The Developer shall obtain approval of the Gateway Feature by the town council prior to application of the Phase 1 permit. The Gateway Feature may be constructed at any time prior to completion of the Developer's Work in Phase 1.*
3. *Prior to obtaining a First CO of each phase of a project, Developer shall comply with each of the following requirements of the phase of the Project:*
    a. *Buffering requirements*
    b. *Public Realm Areas*
    c. *Developed areas such as parking, landscaping street trees, and any other infrastructure within the Project area*

REQUESTED ACTION

Motion that the Planning Board recommend that the Town Council approve / deny Major Development Plan Amendment 16-DP-17-A03 for Peterson Station at Sunset Lake, as submitted by Spaulding & Norris, PA, project number 835-16. Dated revised 04/26/2019, with the following conditions:

1. **All previous conditions of approval for *Peterson Station at Sunset Lake* shall apply to this amendment except for any condition that describes a fee or a fee-in-lieu to be paid shall now comply with the current amounts due pursuant to the town's current annual budget or as made or modified by any unexpired development agreement.**
2. **If/when the Public Access Easement for potential future connection stubbed to the McKinney Property is utilized, the landscaping within the easement shall be removed.**
3. **Prior to Town Council, the following site plan revisions must be addressed:**
    a. **On the Site Plan sheet, please revise the label for the 51' Access Easement to "51' Public Access Easement for potential future connection," for clarity.**

	Approved for Distribution		
Staff Members	**Yes**	**No**	**Initials**
Planner - Sean Ryan			
Development Review Engineer- Rachel Jones	RDJ		
Principal Planner – Melissa Sigmund	MS		

TOWN OF HOLLY SPRINGS

DPM Appendix #A.04
Supplement #15
December 2018

DEVELOPMENT PETITION

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

Petition Type:

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

☐ **Preliminary Plan- Major Subdivision**
- ☐ New ☐ Major Amendment ☐ Minor Amendment*

☒ **Development Plan** (check all that apply)
- ☐ New ☒ Major Amendment ☐ Minor Amendment*
- ☐ Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
- ☐ Non-Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
- ☐ Multifamily
- ☐ Residential Development Options or Infill Development Options

☐ **Special Exception Use**
- ☐ New ☐ Family Child Care Home

* *Specify purpose of amendment on Certificate of Plan Revisions*

For DPZ Use only
Project # _____
Fees Paid: $ _____
Date Received:

☐ Initial ☐Revised ☐ Final

Project Information:

Project Name: Peterson Station Major Amendment 16-DP-17

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

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

Project Location: Intersection of Stephenson and Sunset Lake Road

Use street address. If none, use the closest intersection

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

PIN: 0750721531; 0750723712; 0750724398; 0750725769; 0750728505; 0750725051 0750726008; 0750728228; 0750728026 Real Estate ID: 0071654; 0323473; 0124288; 0131734; 0135004; 0446346; 0139466; 0071651; 0139467

Project Acreage (rounded to nearest tenth): 18.873 Acres Partial Parcel: ☒ No ☐ Yes (additional fee)

Current Zoning: LB Proposed Use (see UDO Primary Use List): Mixed Use

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

Waivers Requested: ☒ No ☐ Yes- Specify UDO Section Number(s): _____

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

Scoping Meeting Date: _____ Concept Meeting Date: Per Meeting w/ Jeff Peterson

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

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

Project Applicant/Contact

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

Name Thomas J. Spaulding Company The Spaulding Group, PA

Mailing Address 1611 Jones Franklin Road, Suite 101

City Raleigh State NC Zip 27606

Telephone # (919) 854-7990 E-Mail tom@spaulindgnorris.com

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

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

Design Professional if different than Applicant/Contact

Name Same as Applicant Company _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone # (_____) _____ E-Mail _____

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

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

Developer

Name Jeff Peterson Company Peterson Properties

Mailing Address P.O.BOX 5608

City Cary State NC Zip 27512

Telephone # (919) 291-9004 E-Mail jmp521@aol.com

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

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

Architect

Name _____ Company _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone # ( ) _____ E-Mail _____

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

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

Landscape Architect

Name _____ Company _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone # ( ) _____ E-Mail _____

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

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

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

Name _____ Company _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone # ( ) _____ Alternate Telephone # ( ) _____

Fax # ( ) _____ E-Mail _____

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

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

Property Owner - *Required*

Name Same as Developer Company _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone # ( ) _____ E-Mail _____

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

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

Certificate of Submittal Completion

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

Signature: _____ Date: 7-23-20

TOWN OF HOLLY SPRINGS

PLAN REQUIREMENTS & DATA CHECKLIST

DPM Appendix #A.04
Supplement #15
October 2018

Mark each item as applicable (A) or not applicable (NA) by placing an "X" in the appropriate box.
Note: This checklist is a general list of requirements. More specific requirements are available upon request.

For DPZ Use only
Project # _____
Date Received:

A	NA	
I. EACH SHEET MUST CONTAIN THE FOLLOWING ITEMS		
X		A. Name, address, telephone number, and fax number of the Engineer, Architect, Landscape Architect, and/or Surveyor responsible for the plans
X		B. Date of drawing preparation and all revision dates
X		C. Sheet Number and Title
X		D. North Arrow
X		E. The scale of the drawings listed in feet per inch in both graphic and numeric scale. Use Engineering scale no larger than 1" = 200'.
X		F. Seal and signature of Registered Design Professional
X		G. Name of the proposed development plus the name of Master Plan or PUD, if applicable.
X		H. ***For Plan Amendments Only:*** **Cloud all individual changes that were made to the plans and place a numbered delta next to each clouded area that corresponds with the numbered revisions on the coversheet.**
	X	I. For Site Plan, Landscape, Utilities, and Grading Plans: show all overhead and underground utilities. If overhead utilities exist, developer/engineer must contact Duke Energy and/or other overhead utility providers and provide documentation regarding the relocation of such underground.
II. COVER SHEET INFORMATION		
X		A. Parcel Identification Number (PIN)/Real Estate Identification Number and location (including township, county, and state) for all parcels involved
X		B. Vicinity map at 1" = 500' with project boundary clearly marked. There must be sufficient detail and legibility in order to locate the project in reference to nearby roads and property lines
X		C. Note the dates of any previously approved Waivers, Variances, Master Plans, or PUDS
X		D. Owner/Applicant/Developer/Engineer/Architect/Landscape Architect(s) name, address, and telephone number
X		E. Zoning designation of the property to be developed (and list of conditions, if applicable)
X		F. Provide statement "Plan is subject to revisions during Construction Drawing Approval Process"
X		G. Provide 10" X 8" blank space in upper right corner for Town use.
X		H. Total Acreage of Tract(s) to be developed and number lots
X		I. Clearly identify survey benchmark used for project on the cover or overall project sheet. Project should be tied to local monuments established by G.P.S. for Town of Holly Springs with identification of the monument that was used, if such monument is in proximity to the project. This requirement shall not supersede any requirement to tie to NCGS monumentation.
X		J. List type of development: Development Plan, Preliminary Plan, Master Plan (Detailed or Schematic), Special Exception Use, Development Option Plan etc.
X		K. Provide proposed sewer flow for the project including how calculation was determined.
X		L. ***For Plan Amendments Only:*** **Provide a dated table listing all amendments made to plan since last Town approval.**
III. BASE DATA/SITE PLAN SHEET / LOT LAYOUT INFORMATION		
	X	A. Show boundaries of tract(s) proposed for development. If there is more than one tract involved and a recombination is to occur, place the note "to be recombined". All adjoining property lines of tracts adjoining the property should include zoning designation and property owner information for adjacent properties

A	NA	
	x	B. Show all historic resources identified within the project area *(Refer to Vision Holly Springs: The Town of Holly Springs Comprehensive Plan, Section 1: Future Land Use & Community Character)*. Provide information on the preservation, rehabilitation, or reuse of the historic resource.
	x	C. Show and label proposed and existing streets, right-of-way, sidewalks and greenway, including all dimensions. Provide existing street names and required road improvements
	x	D. Show proposed Pedestrian and Vehicular Circulation as specified in UDO Section 7.09
	x	E. Show any existing structures, underground storage tanks, utilities (specify overhead or underground and indicate where overhead lines will be relocated underground), drives, roads, and natural features on and within 200' of the subject property and label them as such. *(If a structure on the subject property is to be removed, label it "to be removed".)*
	x	F. Show, dimension, and label required landscape buffer areas as specified in UDO Section 7.06, D. Provide information on the future maintenance of the buffer area
	x	G. List minimum yard, building, and driveway setbacks and indicate on plan the setback from each side of the building to the corresponding property line.
	x	H. Show proposed building layout; including square footage, FFE's and building footprint if applicable
	x	I. Show the location of all HVAC units, Mailbox Kiosks, exterior CO canisters and similar equipment, and Trash Enclosures with the trash truck turning radii template. Note: Trash or recycling containers of any size must be enclosed. All ground mounted equipment, including HVAC units, exterior CO canisters, and similar equipment must be screened from view.
	x	J. List the average lot size, minimum lot width, minimum lot depth, maximum building height, and the gross density of the development
	x	K. Show and label required riparian buffers, FEMA and local floodplain areas within the boundaries of the site
	x	L. Design Engineering data for all roadway radii and curves
	x	M. Provide lot size(s)
	x	N. Show and label all easements
	x	O. Show proposed parking lot layout and list the required number of spaces and the number of spaces provided. Provide dimensions of spaces and aisles. *[See UDO Table 7.04-D]*
	x	P. Show the proposed location and list the required number of bicycle racks and the number of bicycle racks being provided (see UDO Table 7.04-D)
	x	Q. Show required off-street loading areas and off-street loading spaces. (See UDO Table 7.05-A)
	x	R. Show all required greenways. *[See UDO Section 7.06, C.]*
	x	S. Indicate areas for all proposed outdoor operations including outdoor seating, display/sales of merchandise, outdoor storage, and business vehicle parking.
IV. GRADING AND DRAINAGE PLAN		
	x	A. Show existing and proposed grading plan which includes all lot lines, building footprints if applicable, proposed structures
	x	B. Provide preliminary drainage calculations
	x	C. Provide preliminary drainage designs, including structure, swales, preliminary pipe sizes, and easements
	x	D. Clearly label restricted stream buffers
	x	E. Draft Stormwater Management Plan – provide draft sizing calculations for all BMP's. Also provide drainage area map for BMP's and the site.
	x	F. Draft Flood Study – Demonstrate site will be able to accommodate any required detention facilities, provide draft supporting calculations.
V. LANDSCAPE PLAN		
	x	A. Location and size of proposed plant material including live vegetation ground cover and species selection. This includes perimeter yard and/ or buffer yard and/or foundation planting and/or parking area screening and/or interior parking lot planting. Include site distance triangles at all intersections. Do not label perimeter yards as "buffer" unless it is a designated buffer area as specified in 7.06 D or a bufferyard as defined in the UDO.
	x	B. Indicate locations, size, and species of proposed street trees, *[See UDO section 7.01, K.]*
	x	C. Show fencing details *[See UDO Section 7.01, L.]*
	x	D. Show the location of berms, if there are any, and provide detail information on the berm *[See UDO Section 7.01, L.]*

A	NA	
	x	E. Show utility and drainage easements and any drainage devices (BMP, temporary erosion control devices, swales or structures)
	x	F. Show location of ground level utility boxes, HVAC equipment, RPZ, overhead (if allowed to remain overhead) and underground utility lines, etc.
	x	G. Provide landscape tables listing the plant species to be used. Note: No single species shall constitute more than twenty-five percent (25%) of the plant material of its type. [*See UDO Section 7.01, M.*] Verify species are not listed on the *Invasive Species List* (*See DPM Section 12.01*).
	x	H. Provide plant unit value calculations for perimeter yards, foundation landscaping (for both primary and accessory structures) and parking areas if required. [*See UDO Section 7.01, M.*]
	x	I. Specify the limits of live vegetation, ground cover and mulch. [See *UDO Section 7.01J*]
	x	J. Note who will be responsible for the maintenance of the Landscaping and include the following notes: *Example: Owner shall be responsible for:* *"The maintenance of all required landscaping by keeping lawns mowed, all plants maintained as disease free, all planting beds groomed and kept weed free (except in areas of preserved existing natural vegetation (i.e., thickets), and kept free from trash, debris and other objectionable materials;* *"The replacement of any required planting, which is removed or dies after the date of planting. Such replacement shall occur during the next planting season; and, the replacement of any tree in a Tree Save Area, which is removed or dies after the date of approval of a Preservation Landscape Plan. Such replacement shall occur during the next planting season."*
	x	K. If an alternate Landscape Plan is being proposed, see *UDO Section 7.01, P.* and include a letter to the Director of Planning & Zoning regarding why this is being requested.
	x	L. If using existing vegetation you must provide a tree survey, 20' X 20' sq. ft. tree sample areas every 100' linear feet along the perimeter buffer. [*See UDO Section 7.01, K.*]
	x	M. Indicate the location of all tree protection fencing
	x	N. Show all tree preservation areas.
	x	O. Landscape Plans shall be sealed by a Registered Landscape Architect.
VI. TREE PRESERVATION PLAN		
	x	A. The latest available aerial photograph of the project area.
	x	B. An Existing Vegetation Plan depicting the location, area, predominant species, general health, estimated number of trees, and average *Diameter at Breast Height (or DBH)* of stands of trees.
	x	C. When Sample Area Surveys are used in place of a full site-survey, Survey Area shall include a detailed survey of all trees and other vegetation existing in a twenty foot by twenty-foot (20' X 20') representative sample area to be preserved and the location of the sample area. [*See UDO Section 7.01, K.*]
	x	D. Provide area calculations for Tree Preservation Areas within and outside of Environmental features (Wetlands, Stream Buffers, etc.).
	x	E. Provide calculations for overall Tree Preservation Area, specifying which methods (Specimen Tree, Significant Tree Stands, Supplemental Undisturbed Perimeter Landscape Yards or Significant Natural Resource Areas) were used to meet Tree Preservation Area requirements.
	x	F. Tree Preservation Plan must be prepared by a Certified Arborist, Registered Forester, or Registered Landscape Architect or other qualified professional approved by Director of Planning & Zoning.
VI. UTILITY LAYOUTS		
	x	A. Provide base site plan information including, but not limited to all structures, utilities, drives, roads and natural features on the property and within 200' beyond property lines.
	x	B. Show any proposed irrigation or sprinkler, and sewer line information and associated backflow prevention devices
	x	C. Show, label and dimension all existing and proposed Town utility lines (potable water, sanitary sewer, and reclaimed water). Also show both underground and overhead dry utilities on and off site to serve site (example: electric, telephone, and cable)
	x	D. Provide street lighting plan for interior and/or adjacent roadways

VII. DETAILS SHEET		
	X	A. Provide EDCS Detail HS-816 and HS-817 for street tree and root guard installation
	X	B. Provide EDCS Detail HS-359, HS-360, or HS-361 for appropriate street blade poles and traffic control signage
	X	C. For projects within the Village District: Provide EDCS Detail HS-009 for benches
VII. INFORMATION REQUIRED FOR DEVELOPMENT PLAN		
	X	A. Alternate Architectural Compliance and Site Design Waivers can only be requested if submitted at the time of the filing of the Development Plan Petition. Request must comply with the findings listed in either UDO Section 2.06, 2.07, 3.03, 3.08, 4.05, 7.03, 7.04, 7.05, 7.06, 7.07, 7.08 and/or 7.09.; whichever is applicable. See Waiver Packet for more information.
	X	B. Indicate the type of outdoor light fixtures that will be used (Parking lot lighting, architectural lighting, building lights, safety lights, and landscaping lights), including but not limited to, the manufacturers or electric utility catalog specifications sheets, drawings, or photometric reports, color of pole, type of light source *[See UDO Section 7.02]* 1. The maximum light level permitted within the parcel shall not exceed fifteen (15) horizontal foot candles. 2. The maximum light level permitted on the lot line shall not exceed (0.2) horizontal foot candles.
	X	C. Provide details for all proposed dumpster enclosures, mailbox kiosks, accessory structures, and fences on either the elevation or detail sheet with material and color call outs.
	X	D. Provide color, scalable elevations with building material and color callouts, and dimension stringers indicating building height. Provide square footage and % of façade area for the following materials: masonry (excluding: windows; display window; doors; roofing; fascia or soffit materials), glass, other materials. Also include an explanation of how the architectural design elements that are being used satisfy the applicable Architectural and Site Design Requirements in the UDO. [See Section 3.03, 3.08, 4.05] Show all roof mounted mechanical equipment and screening. [Section 3.08 and 4.05] Provide a materials board indicating all colors and materials proposed for the project.
	X	
VIII. INFORMATION REQUIRED FOR SPECIAL EXCEPTION USE		
	X	A. Special Exception Use petitions are required to submit a written narrative response which provides a detailed statement regarding the proposed use in addition to the required Findings of Fact Form.
	X	B. A petition for a Special Exception Use may contain a request to waive Development Standards of the district determined to be inappropriate for the individual Special Exception Use if such waiver is specifically requested in said petition and specifically approved by the Town Council [UDO Section 9.10.]
IX. INFORMATION REQUIRED FOR RESIDENTIAL SUBDIVISIONS *(PLEASE INCLUDE ON SITE PLAN)*		
	X	A. Show and label all passive and active open space, and reference applicable greenway and park requirements as specified in the Comprehensive Plan *[See UDO Section 7.06, C & F]*
	X	B. Indicate the amount of land dedicated to Open Space and the entity responsible for maintenance *[See UDO Section 7.06, F]*
X		C. Provide the maximum and minimum lot sizes [Note: *Buffer areas are not permitted to be a part of the minimum lot area in residential districts. See UDO Section 7.06, D]*
	X	D. If subdivision is a utilizing Development Options note which waivers are being used and which design features will be used. *[See UDO Section 2.09, C.]*

X. INFORMATION REQUIRED FOR MASTER PLANS – SCHEMATIC *(PLEASE INCLUDE ON SITE PLAN)*		
	X	A. Include the max number of lots, minimum lot area, access easements to all lots
	X	B. Show schematic layout of major road connections (including curb cuts to existing roads and general internal road connectivity), layout of major utility connections (including where the utilities will be tied to and how adjacent properties will be stubbed).
XI. INFORMATION REQUIRED FOR MASTER PLANS – DETAILED *(PLEASE INCLUDE ON SITE PLAN)*		
	X	A. Include the max number of lots, minimum lot area, access easements to all lots
	X	B. Show road configurations, utility layout as needed to serve each phase or lots.

This checklist serves as a list of basic information required with a Preliminary Plan, Development Plan, Master Plan or Special Exception Use. There may be additional information needed that is considered by the Town Staff members, the Planning Board, Town Council or Technical Review Committee as being pertinent to the review of the project being submitted.

I, Thomas J. Spaulding *, certify that the information provided on this petition, plans and checklist are complete and accurate to the best of my knowledge.*

CERTIFICATION OF PLAN REVISIONS

NOTE: THIS FORM REQUIRES THE SIGNATURE AND SEAL OF THE PROFESSIONAL ENGINEER, DESIGN PROFESSIONAL, OR LAND SURVEYOR PREPARING THE AMENDED/REVISED PLAN

I, Thomas Spaulding, CERTIFY THAT THE ONLY CHANGES MADE TO THE PROJECT NUMBER 16-DP-17-A04 PROJECT NAME Peterson Station PLAN THAT WAS SUBMITTED TO THE TOWN OF HOLLY SPRINGS FOR ☐ FIRST ☒ SECOND ☐ _____ REVIEW (PLAN DATED 7-24-20)

ARE AS NOTED BELOW:

☐ CHANGES REQUESTED BY THE TOWN, VIA THE WRITTEN TOWN PLAN REVIEW PROCESS, TO ADDRESS COMMENTS;

☒ FURTHER CHANGES, AS NOTED BELOW:

- ADDED PHASING PLAN AND SUBMITTED MAJOR AMENDMENT APPLICATION

7-24-20
Date

Signature

NORTH CAROLINA PROFESSIONAL SEAL 19375 ENGINEER THOMAS SPAULDING (Seal)

REVISION DETAILS

1. (2020/07/24) MAJOR AMENDMENT -PHASING PLAN, REVISIONS PER TOHS

PETERSON STATION AT SUNSET LAKE

MAJOR AMENDEMENT TO DEVELOPMENT PLAN

PROJECT #16-DP-17-A04

TOWN OF HOLLY SPRINGS, WAKE COUNTY, NORTH CAROLINA

PRELIMINARY PLAN APPROVAL: 05/15/2017

DEVELOPER:
THE PETERSON CENTER, LLC
P.O. BOX 5608
CARY, NC 27512-5608
CONTACT: JEFF PETERSON, email: jmp521@aol.com

ENGINEER:
SPAULDING & NORRIS, P.A.
972 TRINITY ROAD
RALEIGH, NORTH CAROLINA 27607
PHONE: (919) 854-7990
FAX: (919) 854-7925
CONTACT: THOMAS J. SPAULDING, P.E. email: tom@spauldingnorris.com

LANDSCAPE ARCHITECT:
TONY M. TATE LANDSCAPE ARCHITECTURE, PA
5011 SOUTHPARK DRIVE, SUITE 200
DURHAM, NC 27713
PHONE: (919) 484-8880
FAX: (919) 484-8881
CONTACT: PAMELA PORTER, RLA, LEED AP, email: pam@tmtla.com

ENVIRONMENTAL:
SAGE ECOLOGICAL SERVICES
8412 FALLS OF NEUSE ROAD, SUITE 104
RALEIGH, NC 27615
PHONE: (919) 335-6757
FAX: (919) 559-1537
CONTACT: SEAN CLARK, email: sclark@sageecological.com

SURVEY:
ROBINSON & PLANTE, P.C.
1240 SE MAYNARD ROAD, SUITE 203
CARY, NORTH CAROLINA 27511
PHONE: (919) 481-1245
FAX: (919) 481-1213
CONTACT: KEVIN WHEELER, email: kwheeler1969@bellsouth.net

ARCHITECT:
GEHEBER LEWIS ASSOCIATES
649 11th STREET
ATLANTA, GA 30318
PHONE: (470) 355-4377
CONTACT: BRIAN KEMPTON, AIA email: bkempton@glaatl.com

Previously approved waivers and variances:

1. 16-SEU-10: Section 3.02 LB: Local Business to allow for a Mixed Use Development in the LB: Local Business District
2. 17-VARTC-01: UDO Section 3.02, B., 8., a., (1) LB Local Business District, Outdoor Operations, to allow for outdoor seating to be located in the front yard along Sunset Lake Road (thoroughfare) adjacent to Buildings 6, 4, & 7.
3. 16-WAV-36: UDO Section 3.08 A. 1. c. (1). (a).: Primary Building Material to allow for a reduction in the Primary Building Material.

Requested waivers and variances for this amendment:

The main reason for this amendment is to amend the previously approved building elevations associated with this development plan. Specially we are requesting architectural waivers for the following:

- Masonry Waiver: UDO Section 3.08 A. 1. c. (1) (a): Primary Building Material to allow for a reduction from 60% masonry requirement for Buildings 6 and 7.
- Variation in Massing Waiver: UDO Section 3.08 A. 1. c. (2) (b): Variation in Massing to allow a building bay in excess of 30' for Building 6.
- Roof Treatment Waiver: UDO Section 3.08 A. 1. c. (2) (g): Roofline variation to allow for roofline of Buildings 6 and 7 to extend in a continuous plane for more than 50 feet.
- Multiple Colors Waiver: UDO Section 2.07 D.: Primary color decrease from 60% on Buildings 1, 2, 3, and 4.

SITE DATA

TOWN OF HOLLY SPRINGS	PIN(S):	0750721531 0750725051	TOWNSHIP:	HOLLY SPRINGS
TOTAL SITE : 19.427 AC		0750723712 0750726008	COUNTY:	WAKE
		0750724398 0750728228	STATE:	NORTH CAROLINA
ZONING: LB		0750725769 0750728026		
		0750728613		

DENSITY CALCULATIONS:
TOTAL PROPERTY AREA = 18.873 AC
OVERALL RESIDENTIAL DENSITY ALLOWED: 317 UNITS (16.8 UNITS/ ACRE*18.873)
DENSITY BONUS CALCULATION ALLOWED = 79.25 UNITS (317 UNITS * 0.25 (25%)
BUILDINGS 6 AND 7-RESIDENTIAL TOTAL = 141 UNITS
TOTAL DENSITY SHOWN = 317 UNITS (317 UNITS/18.873 AC = 16.8 UNITS/ACRE)

OPEN SPACE CALCULATIONS:
OPEN SPACE REQUIRED = 1.89 AC (18.9 AC*0.10)(10%)
TOTAL OPEN SPACE PROVIDED = 1.95 AC (1.95 AC/18.9 AC*100= 10.3% PLUS OUTDOOR SEATING)

IMPERVIOUS SURFACE 11.3 AC

LAND USE
TOTAL COMMERCIAL GROSS MAIN FLOOR AREA: 50,433 SF
TOTAL RESIDENTIAL GROSS MAIN FLOOR AREA: 66,910 SF
TOTAL BUILDING GROSS MAIN FLOOR AREA: 117,343 SF
COMMERCIAL PERCENTAGE: 43%
RESIDENTIAL PERCENTAGE: 57%

BUILDING COUNT/ TYPES
TOTAL BUILDING UNITS = 317 APT UNITS + 50,433 SF COMMERCIAL

PHASE 1

BLDG 1 =
GRND FLOOR = 13 GARAGES
2ND FLOOR = 13 APT UNITS
3RD FLOOR = 13 APT UNITS
4TH FLOOR = 13 APT UNITS

BLDG 2 =
GRND FLOOR = 14 GARAGES
2ND FLOOR = 11 APT UNITS
3RD FLOOR = 11 APT UNITS
4TH FLOOR = 11 APT UNITS

BLDG 3 =
GRND FLOOR = 22 APT UNITS
2ND FLOOR = 22 APT UNITS
3RD FLOOR = 22 APT UNITS

BLDG 4 =
GRND FLOOR = 11 APT UNITS
2ND FLOOR = 11 APT UNITS
3RD FLOOR = 11 APT UNITS
4TH FLOOR = 11 APT UNITS

PHASE 2

BLDG 6 =
GRND FLOOR = 34,862 SF COMMERCIAL
2ND FLOOR = 30 APT UNITS
3RD FLOOR = 30 APT UNITS
4TH FLOOR = 30 APT UNITS

BLDG 7 =
GRND FLOOR = 15,571 SF COMMERCIAL
2ND FLOOR = 15 APT UNITS
3RD FLOOR = 15 APT UNITS
4TH FLOOR = 15 APT UNITS

MAXIMUM BUILDING HEIGHT ALLOWED: 60'

OFF-STREET PARKING REQUIRED:

PHASE 1 = 317 SPS

BLDG 1 = 68 SPACES
UNITS = 68 SPS (39 APTS * 1.75)

BLDG 2 = 58 SPACES
UNITS = 58 SPS (33 APTS * 1.75)

BLDG 3 = 114 SPACES
UNITS = 114 SPS (65 APTS * 1.75)

BLDG 4 - 77 SPACES
UNITS = 77 SPS (44 APTS*1.75)

PHASE 2 = 438 (201 COMM + 237 UNITS)

BLDG 6 = 297 SPACES
COMM = 139 SPS (34,862 SF*4/1000 SPS)
UNITS = 158 SPS (90 APTS * 1.75)

BLDG 7 = 141 SPACES
COMM = 62 SPS (15,571 SF*4/1000 SPS)
UNITS = 79 SPS (45 APTS * 1.75)

GUEST PARKING REQUIRED: TOTAL = 55 SPACES (554 SPS APT * 0.1 (10%))
PHASE 1 = 32 SPS (317 SPS * 0.1 (10%)) PHASE 2 = 23 SPS (55 SPS TOTAL- 32 SPS PH1)

HC PARKING REQUIRED: 17 SPS (810 SPS *0.02 (2%))
HC VAN ACCESSIBLE REQUIRED: 4 SPS (16 SPS * 1/6) + 1 DEDICATED TO MAIL ROOM

TOTAL PARKING REQUIRED: 810 SPACES (554 SPS APT + 201 SPS COMM + 55 SPS GUEST)

TOTAL PARKING PROVIDED : 812 SPACES (765 SPACES + 27 GARAGES + 20 HC PARKING)
PHASE 1 = 328 (292 SPS APT + 27 GARAGES + 9 HC PARKING)
PHASE 2 = 484 (473 SPS APT + 11 HC PARKING)

HC PARKING PROVIDED: 20 SPACES
HC VAN ACCESSIBLE PROVIDED: 11 SPACES

OUTDOOR SEATING:
MAX ALLOWED 25%: 0.25*42199=10,550 SF
PROVIDED: 9,943 SF



VICINITY MAP

1" = 500'

GENERAL NOTES

1. BOUNDARY & TOPOGRAPHY PROVIDED BY ROBINSON & PLANTE, P.C.
2. THE CONTRACTOR SHALL CONTACT " NORTH CAROLINA ONE CALL" AT 800-632-4949 FOR ASSISTANCE IN LOCATING EXISTING UTILITIES. CALL AT LEAST 48 HOURS PRIOR TO ANY DIGGING.
3. THE CONTRACTOR SHALL FIELD VERIFY CONDITIONS PRIOR TO STARTING CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. CONFLICTS INVOLVING PUBLIC WATER, SANITARY SEWER, AND STORM DRAINAGE CONSTRUCTION SHALL BE RESOLVED TO THE SATISFACTION OF THE TOWN OF GARNER.
4. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE TOWN OF HOLLY SPRINGS AND NCDOT STANDARDS AND SPECIFICATIONS.
5. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
6. PLAN IS SUBJECT TO REVISIONS DURING THE CONSTRUCTION DRAWING PROCESS.
7. ALL JURISDICTIONAL STREAMS AND WETLANDS DELINEATED AND LOCATED WITH GPS BY SAGE ECOLOGICAL SERVICES.
8. ALL BUILDING FOOTPRINTS PROVIDED BY CHET VAN FOSSEN, ARCHITECT.
9. H/C RAMPS AND PARKING SPACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA STANDARDS.
10. THE CONTRACTOR IS RESPONSIBLE FOR INVESTIGATING SOIL CONDITIONS ON SITE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY UNSUITABLE MATERIAL UPON FIRST CONTACT.
11. ALL PERMANENT AND TEMPORARY SIGNAGE REQUIRES AN APPROVED SIGN PERMIT PRIOR TO INSTALLATION. SIGNAGE IS A SEPARATE SUBMITTAL, REVIEW, AND APPROVAL PRICESS BY THE PLANNING DEPARTMENT. SIGNAGE FOR THIS SITE MUST COMPLY WITH THE TOWN OF HOLLY SPRINGS.
12. ALL WATER AND SANITARY SEWER ON THIS SITE SHALL BE PUBLIC.
13. ALL STREETS SHALL BE PRIVATE.
14. THE PROJECT SHALL CONTAIN THE REQUIRED MINIMUM AMOUNT OF COMMERCIAL AND RESIDENTIAL USES WITHIN SIX (6) YEARS OF THE FIRST CERTIFICATION ISSUED. STAFF WILL RECOMMEND THAT AS A CONDITION OF APPROVAL, BUILDINGS A AND B MUST BE THE FIRST BUILDING CONSTRUCTED.
15. A FEE IN LIEU OF LAND DEDICATION WILL BE REQUIRED PRIOR TO RECORDING OF RESIDENTIAL LOTS OR BUILDING PERMIT APPLICATION, WHICHEVER COMES FIRST. THE PER UNIT FEE WILL BE BASED ON THE RATE AT TIME OF FEE PAYMENT.
16. ALL PARKING AND LOADING AREAS SHALL HAVE WHITE STRIPING. (NCGS 136-30)

SEWER FLOWS

RESIDENTIAL SEWER (255 GPD/UNIT) x 317 UNITS	= 80,835 GPD
COMMERCIAL SEWER (0.12 GPD/SF) x 50,433 SF	= 6,052 GPD
TOTAL FLOW	86,887 GPD

TOWN OF HOLLY SPRINGS GEODETIC MONUMENT USED AS BENCHMARK FOR DESIGN ELEVATIONS:

Station: SEAGRAVES
NAD 83 => LATITUDE = 35 38 51.89157 N LONGITUDE = 078 50 43.41500 W
NAD 83 => NORTHING = 690,714.4 FT EASTING = 2,045,932.34 FT
ELEVATION (NAVD 88) = 369.91 FT (BM)

QUANTITIES

PROPOSED ROAD WIDENING (LF)	PROPOSED SIDEWALKS (LF)	PROPOSED STORMWATER (LF)	PROPOSED 12"DIP WATERLINE (LF)	PROPOSED 8"DIP WATERLINE (LF)	PROPOSED 8" PVC SS (LF)	PROPOSED SSMH (4' MH)
2451.90	8016	5,798	574	2,688	1,727	15

PROPOSED 6"DIP WATERLINE (LF)	PROPOSED 8" DIP SS (LF)	PROPOSED SSMH (5' MH)
157	681	2

PROPOSED # SCM'S = 1
OF SCMS W/ > 5AC DA = 1
OF SCMS W/ < 5AC DA = 0

FOR REVIEW ONLY-
NOT FOR CONSTRUCTION

PLAN IS SUBJECT TO REVISIONS DURING THE PRELIMINARY APPROVAL PROCESS

THIS DRAWING IS THE PROPERTY OF:
The Spaulding Group, PA
and is not to be reproduced or copied in whole or in part without permission from The Spaulding Group, PA. This drawing is not to be used on any other project and is to be returned to The Spaulding Group, PA, upon request.

INDEX TO PLANS

C-0.0	COVER SHEET
C-0.1	EXISTING CONDITIONS
C-1.0	SITE PLAN
C-2.0	UTILITY PLAN
C-3.0	STORMWATER MANAGEMENT
C-5.1	SUNSET LAKE ROAD STRIPING PLAN
C-5.2	STEPHENSON ROAD STRIPING PLAN
C-5.3	SUNSET LAKE ROAD PLAN & PROFILE
C-5.4	STEPHENSON ROAD PLAN & PROFILE
SBM	SEWER BASIN MAP
L-1 - L-8	LANDSCAPE PLANS
A5-1.0	BUILDING 1 ELEVATIONS
A5-1.1	BUILDING 1 ELEVATIONS
A5-2.0	BUILDING 2 ELEVATIONS
A5-2.1	BUILDING 2 ELEVATIONS
A5-3.0	BUILDING 3 ELEVATIONS
A5-3.1	BUILDING 3 ELEVATIONS
A5-4.0	BUILDING 4 ELEVATIONS
A5-4.1	BUILDING 4 ELEVATIONS
A5-6.0	BUILDING 6 ELEVATIONS
A5-6.1	BUILDING 6 ELEVATIONS
A5-6.2	BUILDING 6 ELEVATIONS
A5-6.3	BUILDING 6 ELEVATIONS
A5-7.0	BUILDING 7 ELEVATIONS
A5-7.1	BUILDING 7 ELEVATIONS
A5-8.0	MATERIALS BOARD
AM-1.5	CLUBHOUSE ELEVATIONS
AM-1.6	CLUBHOUSE ELEVATIONS
AMP1-0	POOL PAVILION ELEVATIONS

NO.	REVISION	DATE
1.	COMMENTS PER TOHS	09/29/2017
2.	COMMENTS PER TOHS	12/11/2017
3.	COMMENTS PER TOHS	02/07/2018
4.	COMMENTS PER TOHS	05/23/2018
5.	FOR PRICING	05/25/2018
6.	PER DEVELOPMENT PLAN REV.	07/01/2019
7.	COMMENTS PER TOHS 7TH REV.	08/02/2019
8.	COMMENTS PER NCDOT REVIEW	08/08/2019
9.	REV. PHASE & NUMBER TOHS COMMENT	08/13/2019
10.	COMMENTS PER TOHS	03/20/2020
11.	COMMENTS PER TOHS	03/20/2020

SEAL: NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 15473 THOMAS J. SPAULDING 03-20-2020

THE SPAULDING GROUP, PA
planning • civil engineering
1611 Jena Franklin Road Suite 101 Raleigh, NC 27606
Phone (919)854-7990 Fax (919)854-7925

PETERSON STATION AT SUNSET LAKE
HOLLY SPRINGS, WAKE COUNTY, NORTH CAROLINA
DEVELOPMENT PLAN
COVER SHEET

PREPARED FOR : THE PETERSON CENTER, LLC P.O. BOX 5608 CARY, NC 27512-5608
DATE : 08-28-2017
S&N FIRM CERTIFICATION #: C-1875
PROJECT CADD DESIGNER: K.S.
PROJECT ENGINEER: TOM SPAULDING
PROJECT SURVEYOR: ROBINSON & PLANTE, PC

DRAWING SHEET C-0.0

PROJECT NUMBER 835-16

F:\801 - 850 Projects\835-16 Sunset Lake Mixed Use (Peterson)\Construction Plans\835-16-C0000.dwg, Jul 23, 2020 - 8:03pm BY:User4

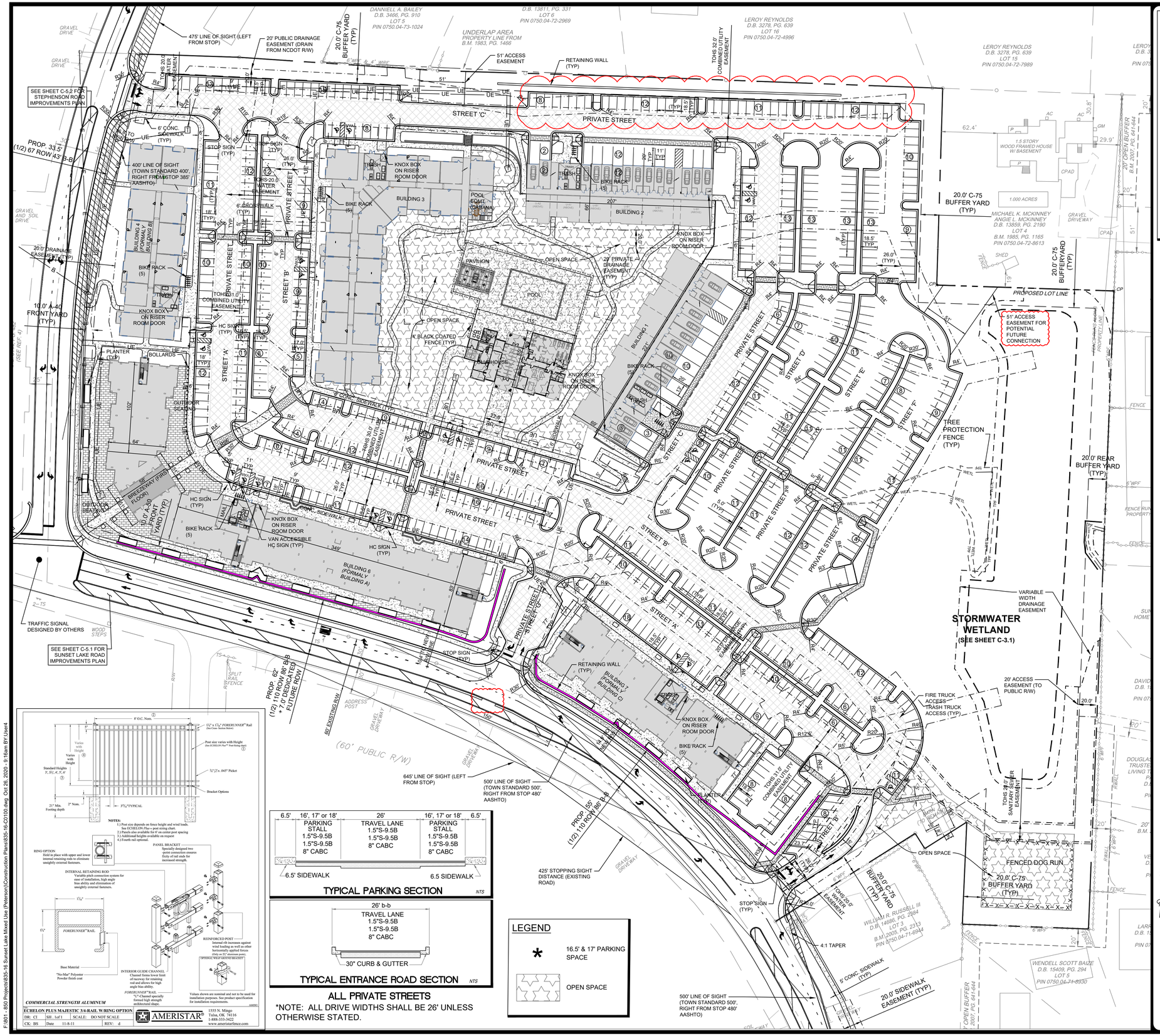


LEGEND

(CP)-CALCULATED POINT
(IPF)-IRON PIPE FOUND
(IPS)-IRON PIPE SET
(PKF)-PK NAIL FOUND
(PKS)-PK NAIL SET
(RBF)-REBAR FOUND
(RBS)-REBAR SET
(TP)-TEMP PIN
(EOP)-EDGE OF PAVEMENT
(TP)-TELEPHONE POLE
(PP)-POWER POLE
(AC)-AIR CONDITIONING
(CATV)-CABLE TV PEDESTAL
(CCF)-CHAIN LINK FENCE
(CLF)-CHAIN LINK FENCE
(CP)-CUT POLE
(DP)-DROP INLET
(EP)-ELECTRIC PED
(GP)-GUY POLE
(GW)-GUY WIRE
(OHU)-OVERHEAD UTILITY LINES
(SW)-SIDEWALK
(WM)-WATER METER
(WV)-WATER VALVE
(OHU)-OVERHEAD UTILITY LINES
(UGFOB)-UNDERGROUND FIBER OPTIC BOX
(UGFOM)-UNDERGROUND FIBER OPTIC MARKER
(EP)-EDGE OF PAVEMENT
(OHP&T)-OVERHEAD POWER AND PHONE LINE
(OHP&TA)-OVERHEAD POWER AND PHONE LINE ATTACHED TO BUILDING
(UMT)-UNDERGROUND METAL PIPE
(UGP)-UNDERGROUND POWER LINE
(UGT)-UNDERGROUND PHONE LINE
(UGTV)-UNDERGROUND CABLE TV LINE
(UGW)-UNDERGROUND WATER LINE
(UGS)-UNDERGROUND SEWER LINE
(UGOHP)-UNDERGROUND/OVERHEAD POWER LINE
(UGOHT)-UNDERGROUND/OVERHEAD PHONE LINE

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°07'00" E	104.41'
L2	N 87°53'00" W	104.41'
L3	S 87°53'00" E	104.41'
L4	S 87°53'00" E	100.00'
L5	N 87°53'00" W	100.00'
L6	S 87°53'00" E	100.00'
L7	N 87°53'00" W	100.00'
L8	S 87°53'00" E	100.00'
L9	N 87°53'00" W	100.00'
L10	S 87°53'00" E	100.00'
L11	N 87°53'00" W	100.00'
L12	S 87°53'00" E	100.00'
L13	N 87°53'00" W	100.00'
L14	S 87°53'00" E	100.00'
L15	N 87°53'00" W	100.00'
L16	S 87°53'00" E	100.00'
L17	N 87°53'00" W	100.00'
L18	S 87°53'00" E	100.00'
L19	N 87°53'00" W	100.00'
L20	S 87°53'00" E	100.00'
L21	N 87°53'00" W	100.00'
L22	S 87°53'00" E	100.00'
L23	N 87°53'00" W	100.00'
L24	S 87°53'00" E	100.00'
L25	N 87°53'00" W	100.00'
L26	S 87°53'00" E	100.00'
L27	N 87°53'00" W	100.00'
L28	S 87°53'00" E	100.00'
L29	N 87°53'00" W	100.00'
L30	S 87°53'00" E	100.00'
L31	N 87°53'00" W	100.00'
L32	S 87°53'00" E	100.00'
L33	N 87°53'00" W	100.00'
L34	S 87°53'00" E	100.00'
L35	N 87°53'00" W	100.00'
L36	S 87°53'00" E	100.00'
L37	N 87°53'00" W	100.00'
L38	S 87°53'00" E	100.00'
L39	N 87°53'00" W	100.00'
L40	S 87°53'00" E	100.00'
L41	N 87°53'00" W	100.00'
L42	S 87°53'00" E	100.00'
L43	N 87°53'00" W	100.00'
L44	S 87°53'00" E	100.00'
L45	N 87°53'00" W	100.00'
L46	S 87°53'00" E	100.00'
L47	N 87°53'00" W	100.00'
L48	S 87°53'00" E	100.00'
L49	N 87°53'00" W	100.00'
L50	S 87°53'00" E	100.00'
L51	N 87°53'00" W	100.00'
L52	S 87°53'00" E	100.00'
L53	N 87°53'00" W	100.00'
L54	S 87°53'00" E	100.00'
L55	N 87°53'00" W	100.00'
L56	S 87°53'00" E	100.00'
L57	N 87°53'00" W	100.00'
L58	S 87°53'00" E	100.00'
L59	N 87°53'00" W	100.00'
L60	S 87°53'00" E	100.00'
L61	N 87°53'00" W	100.00'
L62	S 87°53'00" E	100.00'
L63	N 87°53'00" W	100.00'
L64	S 87°53'00" E	100.00'
L65	N 87°53'00" W	100.00'
L66	S 87°53'00" E	100.00'
L67	N 87°53'00" W	100.00'
L68	S 87°53'00" E	100.00'
L69	N 87°53'00" W	100.00'
L70	S 87°53'00" E	100.00'
L71	N 87°53'00" W	100.00'
L72	S 87°53'00" E	100.00'
L73	N 87°53'00" W	100.00'
L74	S 87°53'00" E	100.00'
L75	N 87°53'00" W	100.00'
L76	S 87°53'00" E	100.00'
L77	N 87°53'00" W	100.00'
L78	S 87°53'00" E	100.00'
L79	N 87°53'00" W	100.00'
L80	S 87°53'00" E	100.00'
L81	N 87°53'00" W	100.00'
L82	S 87°53'00" E	100.00'
L83	N 87°53'00" W	100.00'
L84	S 87°53'00" E	100.00'
L85	N 87°53'00" W	100.00'
L86	S 87°53'00" E	100.00'
L87	N 87°53'00" W	100.00'
L88	S 87°53'00" E	100.00'
L89	N 87°53'00" W	100.00'
L90	S 87°53'00" E	100.00'
L91	N 87°53'00" W	100.00'
L92	S 87°53'00" E	100.00'
L93	N 87°53'00" W	100.00'
L94	S 87°53'00" E	100.00'
L95	N 87°53'00" W	100.00'
L96	S 87°53'00" E	100.00'
L97	N 87°53'00" W	100.00'
L98	S 87°53'00" E	100.00'
L99	N 87°53'00" W	100.00'
L100	S 87°53'00" E	100.00'
L101	N 87°53'00" W	100.00'
L102	S 87°53'00" E	100.00'
L103	N 87°53'00" W	100.00'
L104	S 87°53'00" E	100.00'
L105	N 87°53'00" W	100.00'
L106	S 87°53'00" E	100.00'
L107	N 87°53'00" W	100.00'
L108	S 87°53'00" E	100.00'
L109	N 87°53'00" W	100.00'
L110	S 87°53'00" E	100.00'
L111	N 87°53'00" W	100.00'
L112	S 87°53'00" E	100.00'
L113	N 87°53'00" W	100.00'
L114	S 87°53'00" E	100.00'
L115	N 87°53'00" W	100.00'
L116	S 87°53'00" E	100.00'
L117	N 87°53'00" W	100.00'
L118	S 87°53'00" E	100.00'
L119	N 87°53'00" W	100.00'
L120	S 87°53'00" E	100.00'
L121	N 87°53'00" W	100.00'
L122	S 87°53'00" E	100.00'
L123	N 87°53'00" W	100.00'
L124	S 87°53'00" E	100.00'
L125	N 87°53'00" W	100.00'
L126	S 87°53'00" E	100.00'
L127	N 87°53'00" W	100.00'
L128	S 87°53'00" E	100.00'
L129	N 87°53'00" W	100.00'
L130	S 87°53'00" E	100.00'
L131	N 87°53'00" W	100.00'
L132	S 87°53'00" E	100.00'
L133	N 87°53'00" W	100.00'
L134	S 87°53'00" E	100.00'
L135	N 87°53'00" W	100.00'
L136	S 87°53'00" E	100.00'
L137	N 87°53'00" W	100.00'
L138	S 87°53'00" E	100.00'
L139	N 87°53'00" W	100.00'
L140	S 87°53'00" E	100.00'
L141	N 87°53'00" W	100.00'
L142	S 87°53'00" E	100.00'
L143	N 87°53'00" W	100.00'
L144	S 87°53'00" E	100.00'
L145	N 87°53'00" W	100.00'
L146	S 87°53'00" E	100.00'
L147	N 87°53'00" W	100.00'
L148	S 87°53'00" E	100.00'
L149	N 87°53'00" W	100.00'
L150	S 87°53'00" E	100.00'
L151	N 87°53'00" W	100.00'
L152	S 87°53'00" E	100.00'
L153	N 87°53'00" W	100.00'
L154	S 87°53'00" E	100.00'
L155	N 87°53'00" W	100.00'
L156	S 87°53'00" E	100.00'
L157	N 87°53'00" W	100.00'
L158	S 87°53'00" E	100.00'
L159	N 87°53'00" W	100.00'
L160	S 87°53'00" E	100.00'
L161	N 87°53'00" W	100.00'
L162	S 87°53'00" E	100.00'
L163	N 87°53'00" W	100.00'
L164	S 87°53'00" E	100.00'
L165	N 87°53'00" W	100.00'
L166	S 87°53'00" E	100.00'
L167	N 87°53'00" W	100.00'
L168	S 87°53'00" E	100.00'
L169	N 87°53'00" W	100.00'
L170	S 87°53'00" E	100.00'
L171	N 87°53'00" W	100.00'
L172	S 87°53'00" E	100.00'
L173	N 87°53'00" W	100.00'
L174	S 87°53'00" E	100.00'
L175	N 87°53'00" W	100.00'
L176	S 87°53'00" E	100.00'
L177	N 87°53'00" W	100.00'
L178	S 87°53'00" E	100.00'
L179	N 87°53'00" W	100.00'
L180	S 87°53'00" E	100.00'
L181	N 87°53'00" W	100.00'
L182	S 87°53'00" E	100.00'
L183	N 87°53'00" W	100.00'
L184	S 87°53'00" E	100.00'
L185	N 87°53'00" W	100.00'
L186	S 87°53'00" E	100.00'
L187	N 87°53'00" W	100.00'
L188	S 87°53'00" E	100.00'
L189	N 87°53'00" W	100.00'
L190	S 87°53'00" E	100.00'
L191	N 87°53'00" W	100.00'
L192	S 87°53'00" E	100.00'
L193	N 87°53'00" W	100.00'
L194	S 87°53'00" E	100.00'
L195	N 87°53'00" W	100.00'
L196	S 87°53'00" E	100.00'
L197	N 87°53'00" W	100.00'
L198	S 87°53'00" E	100.00'
L199	N 87°53'00" W	100.00'
L200	S 87°53'00" E	100.00'
L201	N 87°53'00" W	100.00'
L202	S 87°53'00" E	100.00'
L203	N 87°53'00" W	100.00'
L204	S 87°53'00" E	100.00'
L205	N 87°53'00" W	100.00'
L206	S 87°53'00" E	100.00'
L207	N 87°53'00" W	100.00'
L208	S 87°53'00" E	100.00'
L209	N 87°53'00" W	100.00'
L210	S 87°53'00" E	100.00'
L211	N 87°53'00" W	100.00'
L212	S 87°53'00" E	100.00'
L213	N 87°53'00" W	100.00'
L214	S 87°53'00" E	100.00'
L215	N 87°53'00" W	100.00'
L216	S 87°53'00" E	100.00'
L217	N 87°53'00" W	100.00'
L218	S 87°53'00" E	100.00'
L219	N 87°53'00" W	100.00'
L220	S 87°53'00" E	100.00'
L221	N 87°53'00" W	100.00'
L222	S 87°53'00" E	100.00'
L223	N 87°53'00" W	100.00'
L224	S 87°53'00" E	100.00'
L225	N 87°53'00" W	100.00'
L226	S 87°53'00" E	100.00'
L227	N 87°53'00" W	100.00'
L228	S 87°53'00" E	100.00'
L229	N 87°53'00" W	100.00'
L230	S 87°53'00" E	100.00'
L231	N 87°53'00" W	100.00'
L232	S 87°53'00" E	100.00'
L233	N 87°53'00" W	100.00'
L234	S 87°53'00" E	100.00'
L235	N 87°53'00" W	100.00'
L236	S 87°53'00" E	100.00'
L237	N 87°53'00" W	100.00'
L238	S 87°53'00" E	100.00'
L239	N 87°53'00" W	100.00'
L240	S 87°53'00" E	100.00'
L241	N 87°53'00" W	100.00'
L242	S 87°53'00" E	100.00'
L243	N 87°53'00" W	100.00'
L244	S 87°53'00" E	100.00'
L245	N 87°53'00" W	100.00'
L246	S 87°53'00" E	100.00'
L247	N 87°53'00" W	100.00'
L248	S 87°53'00" E	100.00'
L249	N 87°53'00" W	100.00'
L250	S 87°53'00" E	100.00'
L251	N 87°53'00" W	100.00'
L252	S 87°53'00" E	100.00'
L253	N 87°53'00" W	100.00'
L254	S 87°53'00" E	100.00'
L255	N 87°53'00" W	100.00'
L256	S 87°53'00" E	100.00'
L257	N 87°53'00" W	100.00'
L258	S 87°53'00" E	100.00'
L259	N 87°53'00" W	100.00'
L260	S 87°53'00" E	100.00'
L261	N 87°53'00" W	100.00'
L262	S 87°53'00" E	100.00'
L263	N 87°53'00" W	100.00'
L264	S 87°53'00" E	100.00'
L265	N 87°53'00" W	100.00'
L266	S 87°53'00" E	100.00'
L267	N 87°53'00" W	100.00'
L268	S 87°53'00" E	100.00'
L269	N 87°53'00" W	100.00'
L270	S 87°53'00" E	100.00'
L271	N 87°53'00" W	100.00'
L272	S 87°53'00" E	100.00'
L273	N 87°53'00" W	100.00'
L274	S 87°53'00" E	100.00'
L275	N 87°53'00" W	100.00'
L276	S 87°53'00" E	100.00'
L277	N 87°53'00" W	100.00'
L278	S 87°53'00" E	100.00'
L279	N 87°53'00" W	100.00'
L280	S 87°53'00" E	100.00'
L281	N 87°53'00" W	100.00'
L282	S 87°53'00" E	100.00'
L283	N 87°53'00" W	100.00'
L284	S 87°53'00" E	100.00'
L285	N 87°53'00" W	100.00'
L286	S 87°53'00" E	100.00'
L287	N 87°53'00" W	100.00'
L288	S 87°53'00" E	100.00'
L289	N 87°53'00" W	100.00'
L290	S 87°53'00" E	100.00'
L291	N 87°53'00" W	100.00'
L292	S 87°53'00" E	100.00'
L293	N 87°53'00" W	100.00'
L294	S 87°53'00" E	100.00'
L295	N 87°53'00" W	100.00'
L296	S 87°53'00" E	100.00'
L297	N 87°53'00" W	100.00'
L298	S 87°53'00" E	100.00'
L299	N 87°53'00" W	100.00'
L300	S 87°53'00" E	100.00'
L301	N 87°53'00" W	100.00'
L302	S 87°53'00" E	100.00'
L303	N 87°53'00" W	100.00'
L304	S 87°53'00" E	100.00'
L305	N 87°53'00" W	100.00'
L306	S 87°53'00" E	100.00'
L307	N 87°53'00" W	100.00'
L308	S 87°53'00" E	100.00'
L309	N 87°53'00" W	100.00'
L310	S 87°53'00" E	100.00'
L311	N 87°53'00" W	100.00'
L312	S 87°53'00" E	100.00'
L313	N 87°53'00" W	100.00'
L314	S 87°53'00" E	100.00'
L315	N 87°53'00" W	100.00'
L316	S 87°53'00" E	100.00'
L317	N 87°53'00" W	100.00'
L318	S 87°53'00" E	100.00'
L319	N 87°53'00" W	100.00'
L320	S 87°53'00" E	100.00'
L321	N 87°53'00" W	100.00'
L322	S 87°53'00" E	100.00'
L323	N 87°53'00" W	100.00'
L324	S 87°53'00" E	100.00'
L325	N 87°53'00" W	100.00'
L326	S 87°53'00" E	100.00'
L327	N 87°53'00" W	100.00'
L328	S 87°53'00" E	100.00'
L329	N 87°53'00" W	100.00'
L330	S 87°53'00" E	100.00'
L331	N 87°53'00" W	100.00'
L332	S 87°53'00" E	100.00'
L333	N 87°53'00" W	100.00'
L334	S 87°53'00" E	100.00'
L335	N 87°53'00" W	100.00'
L336	S 87°53'00" E	100.00'
L337	N 87°53'00" W	100.00'
L338	S 87°53'00" E	100.00'
L339	N 87°53'00" W	100.00'
L340	S 87°53'00" E	100.00'
L341	N 87°53'00" W	100.00'
L342	S 87°53'00" E	100.00'
L343	N 87°53'00" W	100.00'
L344	S 87°53'00" E	100.00'
L345	N 87°53'00" W	100.00'
L346	S 87°53'00" E	100.00'
L347	N 87°53'00" W	100.00'
L348	S 87°53'00" E	100.00'
L349	N 87°53'00" W	100.00'
L350	S 87°53'00" E	100.00'
L351	N 87°53'00" W	100.00'
L352	S 87°53'00" E	100.00'
L353	N 87°53'00" W	100.00'
L354	S 87°53'00" E	100.00'
L355	N 87°53'00" W	100.00'
L356	S 87°53'00" E	100.00'
L357	N 87°53'00" W	100.00'
L358	S 87°53'00" E	100.00'
L359	N 87°53'00" W	100.00'
L360	S 87°53'00" E	100.00'
L361	N 87°53'00" W	100.00'
L362	S 87°53'00" E	100.00'
L363	N 87°53'00" W	100.00'
L364	S 87°53'00" E	100.00'
L365	N 87°53'00" W	100.00'
L366	S 87°53'00" E	100.00'
L367	N 87°53'00" W	100.00'
L368	S 87°53'00" E	100.00'
L369	N 87°53'00" W	100.00'
L370	S 87°53'00" E	100.00'
L371	N 87°53'00" W	100.00'
L372	S 87°53'00" E	100.00'
L373	N 87°53'00" W	100.00'
L374	S 87°53'00" E	100.00'
L375	N 87°53'00" W	100.00'
L376	S 87°53'00" E	100.00'
L377	N 87°53'00" W	100.00'
L378	S 87°53'00" E	100.00'
L379	N 87°53'00" W	100.00'
L380	S 87°53'00" E	100.00'
L381	N 87°53'00" W	100.00'
L382	S 87°53'00" E	100.00'
L383	N 87°53'00" W	100.00'
L384	S 87°53'00" E	100.00'
L385	N 87°53'00" W	100.00'
L386	S 87°53'00" E	100.00'
L387	N 87°53'00" W	100.00'
L388	S 87°53'00" E	100.00'
L389	N 87°53'00" W	100.00'
L390	S 87°53'00" E	100.00'
L391	N 87°53'00" W	100.00'
L392	S 87°53'00" E	100.00'
L393	N 87°53'00" W	100.00'
L394	S 87°53'00" E	100.00'
L395	N 87°53'00" W	100.00'
L396	S 87°53'00" E	100.00'
L397	N 87°53'00" W	100.00'
L398	S 87°53'00" E	100.00'
L399	N 87°53'00" W	100.00'
L400	S 87°53'00" E	100.00'
L401	N 87°53'00" W	100.00'
L402	S 87°53'00" E	100.00'
L403	N 87°53'00" W	100.00'
L404	S 87°53'00" E	100.00'
L405	N 87°53'00" W	100.00'
L406	S 87°53'00" E	100.00'
L407	N 87°53'00" W	100.00'
L408	S 87°53'00" E	100.00'
L409	N 87°53'00" W	100.00'
L410	S 87°53'00" E	100.00'
L411	N 87°53'00" W	100.00'
L412	S 87°53'00" E	100.00'
L413	N 87°53'00" W	100.00'
L414	S 87°53'00" E	100.00'
L415	N 87°53'00" W	100.00'
L416	S 87°53'00" E	100.00'
L417	N 87°53'00" W	100.00'
L418	S 87°53'00" E	100.00'
L419	N 87°53'00" W	100.00'
L420	S 87°53'00" E	100.00'
L421	N 87°53'00" W	100.00'
L422	S 87°53'00" E	100.00'
L423	N 87°53'00" W	100.00'
L424	S 87°53'00" E	100.00'
L425	N 87°53'00" W	100.00'
L426	S 87°53'00" E	100.00'
L427	N 87°53'00" W	100.00'
L428	S 87°53'00" E	100.00'
L429	N 87°53'00" W	100.00'
L430	S 87°53'00" E	100.00'
L431	N 87°53'00" W	100.00'
L432	S 87°53'00" E	100.00'
L433	N 87°53'00" W	100.00'
L434	S 87°53'00" E	100.00'
L435	N 87°53'00" W	100.00'
L436	S 87°53'00" E	100.00'
L437	N 87°53'00" W	100.00'
L438	S 87°53'00" E	100.00'
L439	N 87°53'00" W	100.00'
L440	S 87°53'00" E	100.00'
L441	N 87°53'00" W	100.00'
L442	S 87°53'00" E	100.00'
L443	N 87°53'00" W	100.00'
L444	S 87°53'00" E	100.00'
L445	N 87°53'00" W	100.00'
L446	S 87°53'00" E	100.00'
L447	N 87°53'00" W	100.00'
L448	S 87°53'00" E	100.00'
L449	N 87°53'00" W	100.00'
L450	S 87°53'00" E	100.00'
L451	N 87°53'00" W	100.00'
L452	S 87°53'00" E	100.00'
L453	N 87°53'00" W	100.00'
L454	S 87°53'00" E	100.00'
L455	N 87°53'00" W	100.00'
L456	S 87°53'00" E	100.00'
L457	N 87°53'00" W	100.00'
L458	S 87°53'00" E	100.00'
L459	N 87°53'00" W	100.00'
L460	S 87°53'00" E	100.00'
L461	N 87°53'00" W	100.00'
L462	S 87°53'00" E	100.00'
L463	N 87°53'00" W	100.00'
L464	S 87°53'00" E	100.00'
L465	N 87°53'00" W	100.00'
L466	S 87°53'00" E	100.00'
L467	N 87°53'00" W	100.00'
L468	S 87°53'00" E	100.00'
L469	N 87°53'00" W	100.00'
L470	S 87°53'00" E	100.00'
L471	N 87°53'00" W	100.00'
L472	S 87°53'00" E	100.00'
L473	N 87°53'00" W	100.00'
L474	S 87°53'00" E	100.00'
L475	N 87°53'00" W	100.00'
L476	S 87°53'00" E	100.00'
L477	N 87°53'00" W	100.00'
L478	S 87°53'00" E	100.00'
L479	N 87°53'00" W	100.00'
L480	S 87°53'00" E	100.00'
L481	N 87°53'00" W	100.00'
L482	S 87°53'00" E	100.00'
L483	N 87°53'00" W	100.00'
L484	S 87°53'00" E	100.00'
L485	N 87°53'00" W	100.00'
L486	S 87°53'00" E	100.00'
L487	N 87°53'00" W	100.00'
L488	S 87°53'00" E	100.00'
L489	N 87°53'00" W	100.00'
L490	S 87°53'00" E	100.00'
L491	N 87°53'00" W	100.00'
L492	S 87°53'00" E	100.00'
L493	N 87°53'00" W	100.00'
L494	S 87°53'00" E	100.00'
L495	N 87°53'00" W	100.00'
L496	S 87°53'00" E	100.00'
L497	N 87°53'00" W	100.00'
L498	S 87°53'00" E	100.00'
L499	N 87°53'00" W	100.00'
L500	S 87°53'00" E	100.00'
L501	N 87°53'00" W	100.00'
L502	S 87°53'00" E	100.00'
L503	N 87°53'00" W	100.00'
L504	S 87°53'00" E	100.00'
L505	N 87°53'00" W	100.00'
L506	S 87°53'00" E	100.00'
L507	N 87°53'00" W	100.00'
L508	S 87°53'00" E	100.00'
L509	N 87°53'00" W	100.00'
L510	S 87°53'00" E	100.00'
L511	N 87°53'00" W	100.00'
L512	S 87°53'00" E	100.00'
L513	N 87°53'00" W	100.00'
L514	S 87°53'00" E	100.00'
L515	N 87°53'00" W	100.00'
L516	S 87°53'00" E	100.00'
L517	N 87°53'00" W	100.00'
L518	S 87°53'00" E	100.00'
L519	N 87°53'00" W	100.00'
L520	S 87°53'00" E	100.00'
L521	N 87°53'00" W	100.00'
L522	S 87°53'00" E	100.00'
L523	N 87°53'00" W	100.00'
L524	S 87°53'00" E	100.00'
L525	N 87°53'00" W	100.00'
L526	S 87°53'00" E	100.00'
L527	N 87°53'00" W	100.00'
L528	S 87°53'00" E	100.00'
L529	N 87°53'00" W	100.00'
L530	S 87°53'00" E	100.00'
L531	N 87°53'00" W	100.00'
L532	S 87°53'00" E	100.00'
L533	N 87°53'00" W	100.00'
L534	S 87°53'00" E	100.00'
L535	N 87°53'00" W	100.00'
L536	S 87°53'00" E	100.00'
L537	N 87°53'00" W	100.00'
L538	S 87°53'00" E	100.00'
L539	N 87°53'00" W	100.00'
L540	S 87°53'00" E	100.00'
L541	N 87°53'00" W	100.00'
L542	S 87°53'00" E	100.00'
L543	N 87°53'00" W	100.00'
L544	S 87°53'00" E	100.00'
L545	N 87°53'00" W	100.00'
L546	S 87°53'00" E	100.00'
L547	N 87°53'00" W	100.00'
L548	S 87°53'00" E	100.00'
L549	N 87°53'00" W	100.00'
L550	S 87°53'00" E	100.00'
L551	N 87°53'00" W	100.00'
L552	S 87°53'00" E	100.00'
L553	N 87°53'00" W	100.00'
L554	S 87°53'00" E	100.00'
L555	N 87°53'00" W	100.00'
L556	S 87°53'00" E	100.00'
L557	N 87°53'00" W	100.00'
L558	S 87°53'00" E	100.00'
L559	N 87°53'00" W	100.00'
L560	S 87°53'00" E	100.00'
L561	N 87°53'00" W	100.00'
L562	S 87°53'00" E	100.00'
L563	N 87°53'00" W	100.00'
L564	S 87°53'00" E	100.00'
L565	N 87°53'00" W	100.00'
L566	S 87°53'00" E	100.00'
L567	N 87°53'00" W	100.00'
L568	S 87°53'00" E	100.00'
L569	N 87°53'00" W	100.00'
L570	S 87°53'00" E	100.00'
L571	N 87°53'00" W	100.00'
L572	S 87°53'00" E	100.00'
L573	N 87°53'00" W	100.00'
L574	S 87°53'00" E	100.00'
L575	N 87°53'00" W	100.00'
L576	S 87°53'00" E	100.00'
L577	N 87°53'00" W	100.00'
L578	S 87°53'00" E	100.00'
L579	N 87°53'00" W	100.00'
L580	S 87°53'00" E	100.00'
L581	N 87°53'00" W	100.00'
L582	S 87°53'00" E	100.00'
L583	N 87°53'00" W	100.00'
L584	S 87°53'00" E	100.00'
L585	N 87°53'00" W	100.00'
L586	S 87°53'00" E	100.00'
L587	N 87°53'00" W	100.00'
L588	S 87°53'00" E	100.00'
L589	N 87°53'00" W	100.00'
L590	S 87°53'00" E	100.00'
L591	N 87°53'00" W	100.00'
L592	S 87°53'00" E	100.00'
L593	N 87°53'00" W	100.00'
L594	S 87°53'00" E	100.00'
L595	N 87°53'00" W	100.00'
L596	S 87°53'00" E	100.00'
L597	N 87°53'00" W	100.00'
L598	S 87°53'00" E	100.00'
L599	N 87°53'00" W	100.00'
L600	S 87°53'00" E	100.00'
L601	N 87°53'00" W	100.00'
L602	S 87°53'00" E	100.00'
L603	N 87°53'00" W	100.00'
L604	S 87°53'00" E	100.00'
L605	N 87°53'00" W	100.00'
L606	S 87°53'00" E	100.00'
L607	N 87°53'00" W	100.00'
L608	S 87°53'00" E	100.00'
L609	N 87°53'00" W	100.00'
L610	S 87°53'00" E	100.00'
L611	N 87°53'00" W	100.00'
L612	S 87°53'00" E	100.00'
L613	N 87°53'00" W	100.00'
L614	S 87°53'00" E	100.00'
L615	N 87°53'00" W	100.00'
L616	S 87°53'00" E	100.00'
L617	N 87°53'00" W	100.00'
L618	S 87°53'00" E	100.00'
L619	N 87°53'00" W	100.00'
L620	S 87°53'00" E	100.00'
L621	N 87°53'00" W	100.00'
L622	S 87°53'00" E	100.00'
L623	N 87°53'00" W	100.00'
L624	S 87°53'00" E	100.00'
L625	N 87°53'00" W	100.00'
L626	S



TYPICAL PARKING SECTION NTS

TYPICAL ENTRANCE ROAD SECTION NTS

ALL PRIVATE STREETS

*NOTE: ALL DRIVE WIDTHS SHALL BE 26' UNLESS OTHERWISE STATED.

LEGEND

* 16.5' & 17' PARKING SPACE

OPEN SPACE

GENERAL NOTES

1. BOUNDARY & TOPOGRAPHY PROVIDED BY ROBINSON & PLANTE, P.C.
2. THE CONTRACTOR SHALL CONTACT " NORTH CAROLINA ONE CALL" AT 800-632-4949 FOR ASSISTANCE IN LOCATING EXISTING UTILITIES. CALL AT LEAST 48 HOURS PRIOR TO ANY DIGGING.
3. THE CONTRACTOR SHALL FIELD VERIFY CONDITIONS PRIOR TO STARTING CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. CONFLICTS INVOLVING PUBLIC WATER, SANITARY SEWER, AND STORM DRAINAGE CONSTRUCTION SHALL BE RESOLVED TO THE SATISFACTION OF THE TOWN OF GARNER.
4. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE TOWN OF HOLLY SPRINGS AND NCDOT STANDARDS AND SPECIFICATIONS.
5. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
6. PLAN IS SUBJECT TO REVISIONS DURING THE CONSTRUCTION DRAWING PROCESS.
7. ALL JURISDICTIONAL STREAMS AND WETLANDS DELINEATED AND LOCATED WITH GPS BY SAGE ECOLOGICAL SERVICES.
8. ALL BUILDING FOOTPRINTS PROVIDED BY CHET VAN FOSSEN, ARCHITECT.
9. H/C RAMPS AND PARKING SPACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA STANDARDS.
10. THE CONTRACTOR IS RESPONSIBLE FOR INVESTIGATING SOIL CONDITIONS ON SITE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY UNSUITABLE MATERIAL UPON FIRST CONTACT
11. ALL PERMANENT AND TEMPORARY SIGNAGE REQUIRES AN APPROVED SIGN PERMIT PRIOR TO INSTALLATION. SIGNAGE IS A SEPARATE SUBMITTAL, REVIEW, AND APPROVAL PRICESS BY THE PLANNING DEPARTMENT. SIGNAGE FOR THIS SITE MUST COMPLY WITH THE TOWN OF HOLLY SPRINGS.
12. ALL WATER AND SANITARY SEWER ON THIS SITE SHALL BE PUBLIC.
13. ALL STREETS SHALL BE PRIVATE.
14. THE PROJECT SHALL CONTAIN THE REQUIRED MINIMUM AMOUNT OF COMMERCIAL AND RESIDENTIAL USES WITHIN SIX (6) YEARS OF THE FIRST CERTIFICATION ISSUED. STAFF WILL RECOMMEND THAT AS A CONDITION OF APPROVAL, BUILDINGS A AND B MUST BE THE FIRST BUILDING CONSTRUCTED.
15. A FEE IN LIEU OF LAND DEDICATION WILL BE REQUIRED PRIOR TO RECORDATION OF RESIDENTIAL LOTS OR BUILDING PERMIT APPLICATION, WHICHEVER COMES FIRST. THE PER UNIT FEE WILL BE BASED ON THE RATE AT TIME OF FEE PAYMENT.
16. ALL PARKING AND LOADING AREAS SHALL HAVE WHITE STRIPING. (NCGS 136-30)

SITE DATA

TOWN OF HOLLY SPRINGS
TOTAL SITE : 19.427 AC
ZONING: LB

PIN(S): 0750721531 0750725051 0750723712 0750726008 0750724398 0750728228 0750725769 0750728026 0750728613

TOWNSHIP: HOLLY SPRINGS
COUNTY: WAKE
STATE: NORTH CAROLINA

DENSITY CALCULATIONS:
TOTAL PROPERTY AREA = 18.873 AC
OVERALL RESIDENTIAL DENSITY ALLOWED: 317 UNITS (16.8 UNITS/ ACRE*18.873)
DENSITY BONUS CALCULATION ALLOWED = 79.25 UNITS (317 UNITS * 0.25 (25%)
BUILDINGS 6 AND 7-RESIDENTIAL TOTAL = 141 UNITS
TOTAL DENSITY SHOWN = 317 UNITS (317 UNITS/18.873 AC = 16.8 UNITS/ACRE)

OPEN SPACE CALCULATIONS:
OPEN SPACE REQUIRED = 1.89 AC (18.9 AC*0.10)(10%)
TOTAL OPEN SPACE PROVIDED = 1.95 AC (1.95 AC/18.9 AC*100= 10.3% PLUS OUTDOOR SEATING)

IMPERVIOUS SURFACE 11.3 AC

LAND USE
TOTAL COMMERCIAL GROSS MAIN FLOOR AREA: 50,433 SF
TOTAL RESIDENTIAL GROSS MAIN FLOOR AREA: 66,910 SF
TOTAL BUILDING GROSS MAIN FLOOR AREA: 117,343 SF
COMMERCIAL PERCENTAGE: 43%
RESIDENTIAL PERCENTAGE: 57%

BUILDING COUNT/ TYPES
TOTAL BUILDING UNITS = 317 APT UNITS + 50,433 SF COMMERCIAL

PHASE 1

BLDG 1 =
GRND FLOOR = 13 GARAGES
2ND FLOOR = 13 APT UNITS
3RD FLOOR = 13 APT UNITS
4TH FLOOR = 13 APT UNITS

BLDG 2 =
GRND FLOOR = 14 GARAGES
2ND FLOOR = 11 APT UNITS
3RD FLOOR = 11 APT UNITS
4TH FLOOR = 11 APT UNITS

BLDG 3 =
GRND FLOOR = 22 APT UNITS
2ND FLOOR = 22 APT UNITS
3RD FLOOR = 22 APT UNITS

BLDG 4 =
GRND FLOOR = 11 APT UNITS
2ND FLOOR = 11 APT UNITS
3RD FLOOR = 11 APT UNITS
4TH FLOOR = 11 APT UNITS

PHASE 2

BLDG 6 =
GRND FLOOR = 34,862 SF COMMERCIAL
2ND FLOOR = 30 APT UNITS
3RD FLOOR = 30 APT UNITS
4TH FLOOR = 30 APT UNITS

BLDG 7 =
GRND FLOOR = 15,571 SF COMMERCIAL
2ND FLOOR = 15 APT UNITS
3RD FLOOR = 15 APT UNITS
4TH FLOOR = 15 APT UNITS

MAXIMUM BUILDING HEIGHT ALLOWED: 60'

OFF-STREET PARKING REQUIRED:

PHASE 1 = 317 SPS

BLDG 1 = 68 SPACES
UNITS = 68 SPS (39 APTS * 1.75)

BLDG 2 = 58 SPACES
UNITS = 58 SPS (33 APTS * 1.75)

BLDG 3 = 114 SPACES
UNITS = 114 SPS (65 APTS * 1.75)

BLDG 4 - 77 SPACES
UNITS = 77 SPS (44 APTS*1.75)

PHASE 2 = 438 (201 COMM + 237 UNITS)

BLDG 6 = 297 SPACES
COMM = 139 SPS (34,862 SF*4/1000 SPS)
UNITS = 158 SPS (90 APTS * 1.75)

BLDG 7 = 141 SPACES
COMM = 62 SPS (15,571 SF*4/1000 SPS)
UNITS = 79 SPS (45 APTS * 1.75)

GUEST PARKING REQUIRED: TOTAL = 55 SPACES (554 SPS APT * 0.1 (10%))

PHASE 1 = 32 SPS (317 SPS * 0.1 (10%)) PHASE 2 = 23 SPS (55 SPS TOTAL- 32 SPS PH1)

HC PARKING REQUIRED: 17 SPS (810 SPS *0.02 (2%))
HC VAN ACCESSIBLE REQUIRED: 4 SPS (16 SPS * 1/6) + 1 DEDICATED TO MAIL ROOM

TOTAL PARKING REQUIRED: 810 SPACES (554 SPS APT + 201 SPS COMM + 55 SPS GUEST)

TOTAL PARKING PROVIDED : 812 SPACES (765 SPACES + 27 GARAGES + 20 HC PARKING)
PHASE 1 = 328 (292 SPS APT + 27 GARAGES + 9 HC PARKING)
PHASE 2 = 484 (473 SPS APT + 11 HC PARKING)

HC PARKING PROVIDED: 20 SPACES
HC VAN ACCESSIBLE PROVIDED: 11 SPACES

OUTDOOR SEATING:
MAX ALLOWED 25%: 0.25*42199=10,550 SF
PROVIDED: 9,943 SF

NOTE: ALL SCM'S SHALL BE LOCATED IN A RECORDED DRAINAGE EASEMENT WITH A RECORDED ACCESS EASEMENT TO A PUBLIC RIGHT-OF-WAY.

NO.	REVISION	DATE
1.	COMMENTS PER TOHS	12/11/2017
2.	COMMENTS PER TOHS	02/07/2018
3.	COMMENTS PER TOHS	05/23/2018
4.	COMMENTS PER TOHS	07/02/2018
5.	PER DEVELOPMENT PLAN REV.	07/25/2019
6.	COMMENTS PER TOHS 7TH REV.	08/02/2019
7.	COMMENTS PER NCDOT REVIEW	08/08/2019
8.	REV TRAIL AND WM PER TOHS	09/10/2019
9.	REV DRIVES PER TOHS COMMENT	03/02/2020
10.	COMMENTS PER TOHS	05/18/2020
11.	COMMENTS PER TOHS	06/08/2020

SEAL: CAROLINA PROFESSIONAL ENGINEER SEAL 15431 ENGINEERING THOMAS A. SPAULDING 06-28-2020

THE SPAULDING GROUP, PA
planning • civil engineering
1611 Jena Franklin Road Suite 101 Raleigh, NC 27606
Phone (919)854-7990 Fax (919)854-7925

PREPARED FOR : THE PETERSON CENTER, LLC P.O. BOX 5608 CARY, NC 27512-5608
DATE : 08-28-2017
S&N FIRM CERTIFICATION # C-1875
PROJECT ENGINEER: TOM SPAULDING
PROJECT CADD DESIGNER: K.J.
PROJECT SURVEYOR: ROBINSON & PLANTE, PC

PETERSON STATION AT SUNSET LAKE
HOLLY SPRINGS, WAKE COUNTY, NORTH CAROLINA
DEVELOPMENT PLAN
SITE PLAN

FOR REVIEW ONLY-
NOT FOR CONSTRUCTION

PLAN IS SUBJECT TO REVISIONS DURING THE PRELIMINARY APPROVAL PROCESS

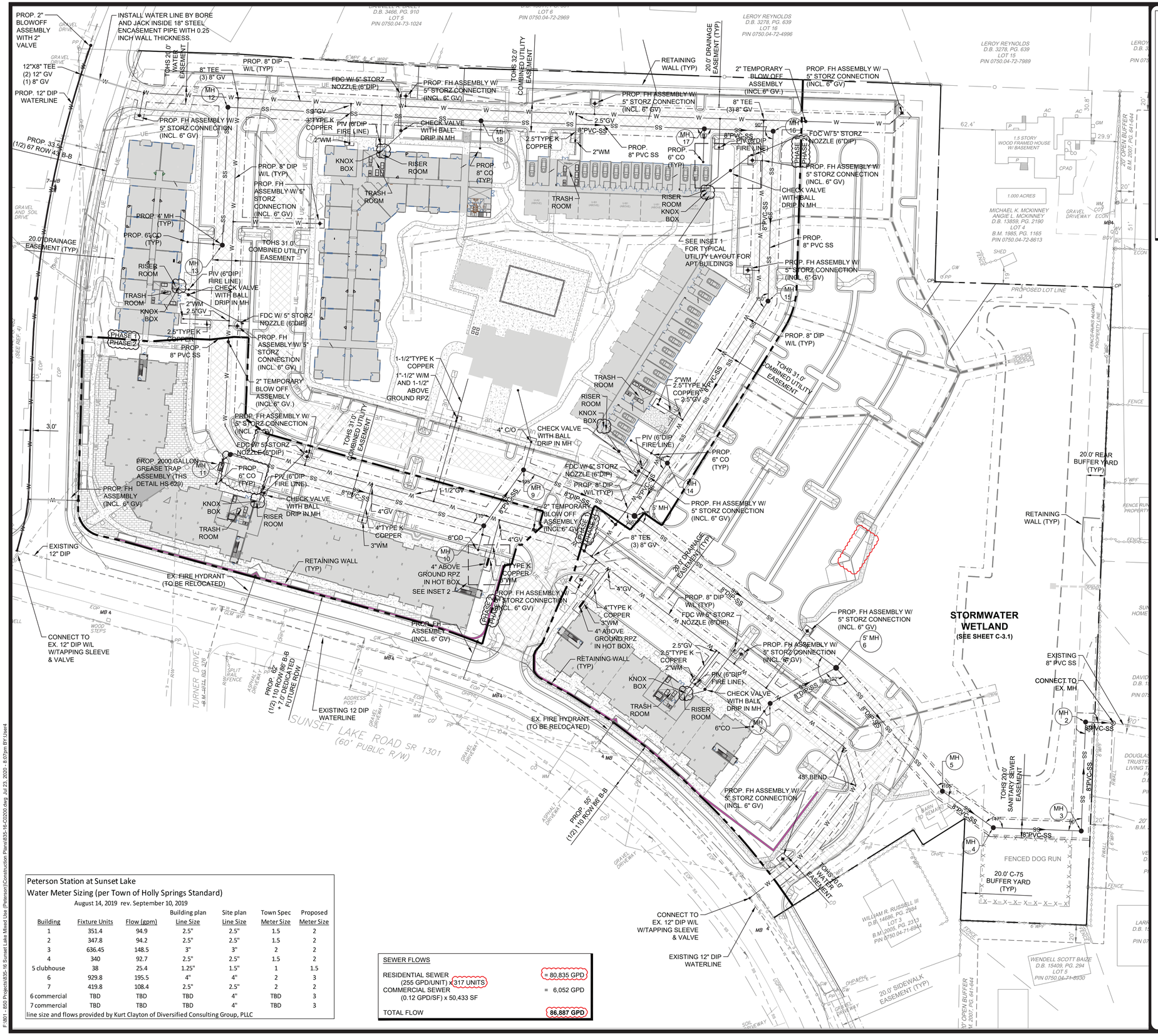
GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

THIS DRAWING IS THE PROPERTY OF:
Spaulding & Norris, PA
and is not to be reproduced or copied in whole or in part without permission from Spaulding & Norris, PA. This drawing is not to be used on any other project and is to be returned to Spaulding & Norris, PA, upon request.

DRAWING SHEET
C-1.0

PROJECT NUMBER
835-16

F:\8001 - 850 Projects\835-16 Sunset Lake Mixed Use (Peterson)\Construction Plans\835-16-C0100.dwg, Oct 26, 2020 - 9:16am, BY: User4



Peterson Station at Sunset Lake
Water Meter Sizing (per Town of Holly Springs Standard)
August 14, 2019 rev. September 10, 2019

Building	Fixture Units	Flow (gpm)	Building plan Line Size	Site plan Line Size	Town Spec Meter Size	Proposed Meter Size
1	351.4	94.9	2.5"	2.5"	1.5	2
2	347.8	94.2	2.5"	2.5"	1.5	2
3	636.45	148.5	3"	3"	2	2
4	340	92.7	2.5"	2.5"	1.5	2
5 clubhouse	38	25.4	1.25"	1.5"	1	1.5
6	929.8	195.5	4"	4"	2	3
7	419.8	108.4	2.5"	2.5"	2	2
6 commercial	TBD	TBD	TBD	4"	TBD	3
7 commercial	TBD	TBD	TBD	4"	TBD	3

line size and flows provided by Kurt Clayton of Diversified Consulting Group, PLLC

SEWER FLOWS

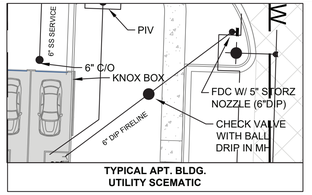
RESIDENTIAL SEWER (255 GPD/UNIT) x 317 UNITS	= 80,835 GPD
COMMERCIAL SEWER (0.12 GPD/SF) x 50,433 SF	= 6,052 GPD
TOTAL FLOW	86,887 GPD

GENERAL NOTES

1. BOUNDARY & TOPOGRAPHY PROVIDED BY ROBINSON & PLANTE, P.C.
2. THE CONTRACTOR SHALL CONTACT " NORTH CAROLINA ONE CALL" AT 800-632-4949 FOR ASSISTANCE IN LOCATING EXISTING UTILITIES. CALL AT LEAST 48 HOURS PRIOR TO ANY DIGGING.
3. THE CONTRACTOR SHALL FIELD VERIFY CONDITIONS PRIOR TO STARTING CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. CONFLICTS INVOLVING PUBLIC WATER, SANITARY SEWER, AND STORM DRAINAGE CONSTRUCTION SHALL BE RESOLVED TO THE SATISFACTION OF THE TOWN OF GARNER.
4. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE TOWN OF HOLLY SPRINGS AND NCDOT STANDARDS AND SPECIFICATIONS.
5. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
6. PLAN IS SUBJECT TO REVISIONS DURING THE CONSTRUCTION DRAWING PROCESS.
7. ALL JURISDICTIONAL STREAMS AND WETLANDS DELINEATED AND LOCATED WITH GPS BY SAGE ECOLOGICAL SERVICES.
8. ALL BUILDING FOOTPRINTS PROVIDED BY CHET VAN FOSSEN, ARCHITECT.
9. H/C RAMPS AND PARKING SPACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA STANDARDS.
10. THE CONTRACTOR IS RESPONSIBLE FOR INVESTIGATING SOIL CONDITIONS ON SITE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY UNSUITABLE MATERIAL UPON FIRST CONTACT.
11. ALL PERMANENT AND TEMPORARY SIGNAGE REQUIRES AN APPROVED SIGN PERMIT PRIOR TO INSTALLATION. SIGNAGE IS A SEPARATE SUBMITTAL, REVIEW, AND APPROVAL PRICESS BY THE PLANNING DEPARTMENT. SIGNAGE FOR THIS SITE MUST COMPLY WITH THE TOWN OF HOLLY SPRINGS.
12. ALL WATER AND SANITARY SEWER ON THIS SITE SHALL BE PUBLIC.
13. ALL STREETS SHALL BE PRIVATE.
14. THE PROJECT SHALL CONTAIN THE REQUIRED MINIMUM AMOUNT OF COMMERCIAL AND RESIDENTIAL USES WITHIN SIX (6) YEARS OF THE FIRST CERTIFICATION ISSUED. STAFF WILL RECOMMEND THAT AS A CONDITION OF APPROVAL, BUILDINGS A AND B MUST BE THE FIRST BUILDING CONSTRUCTED.
15. A FEE IN LIEU OF LAND DEDICATION WILL BE REQUIRED PRIOR TO RECORDING OF RESIDENTIAL LOTS OR BUILDING PERMIT APPLICATION, WHICHEVER COMES FIRST. THE PER UNIT FEE WILL BE BASED ON THE RATE AT TIME OF FEE PAYMENT.
16. ALL PARKING AND LOADING AREAS SHALL HAVE WHITE STRIPING. (NCGS 136-30)

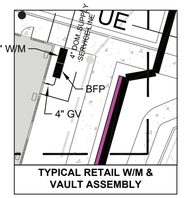
UTILITY NOTES

1. ALL UTILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS DESIGN AND CONSTRUCTION STANDARDS.
2. ALL NEW UTILITY LINES SHALL BE UNDERGROUND.
3. ALL SANITARY SEWER LINES SHALL BE 8" SDR-35 PVC UNLESS OTHERWISE NOTED.
4. OUTFALLS SHALL REQUIRE ACCESSIBILITY WITH A MAXIMUM CROSS SLOPE OF 6:1.
5. SEWERS OVER 20 FEET DEEP SHALL REQUIRE DUCTILE IRON FOR THE ENTIRE RUN BETWEEN MANHOLES AND SHALL BE 401 PROTECTANT LINED.
6. SEWER MAINS FROM 14 TO 20 FEET DEEP SHALL REQUIRE SPECIAL BEDDING IN ACCORDANCE WITH THE STANDARD DETAILS SECTION OF THESE STANDARDS.
7. ALL POTABLE WATER MAINS SHALL BE DIP.
8. LOCATION OF STREET TREES AND STREET LIGHTING WILL BE FIELD-COORDINATED BY THE DEVELOPER TO ELIMINATE CONFLICTS.
9. WATER MAIN TO BE DEFLECTED, VERTICAL BENDS ARE NOT ALLOWED
10. ALL POWERLINES SHALL BE PLACED UNDERGROUND.



TYPICAL APT. BLDG. UTILITY SCEMATIC

NOTE: BACKFLOW PREVENTERS FOR APARTMENTS LOCATED INSIDE RISER ROOM



TYPICAL RETAIL W/M & VAULT ASSEMBLY

NOTE: BACK FLOW PREVENTERS FOR NON-RESIDENTIAL UNITS ARE LOCATED ABOVE GROUND IN A HOT BOX. BACK FLOW DEVICE FOR RESIDENTIAL UNITS ARE LOCATED IN RISER ROOM PER PLUMBING PLAN.

NOTE: WATER TAPS LARGER THAN 1-1/4" IN THE 8" MAINS WILL REQUIRE EITHER A TEE FITTING, TAPPING SLEEVE OR SADDLE.

FOR REVIEW ONLY-
NOT FOR CONSTRUCTION

PLAN IS SUBJECT TO REVISIONS DURING THE PRELIMINARY APPROVAL PROCESS

GRAPHIC SCALE

50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

THIS DRAWING IS THE PROPERTY OF:
Spaulding & Norris, PA
and is not to be reproduced or copied in whole or in part without permission from Spaulding & Norris, PA. This drawing is not to be used on any other project and is to be returned to Spaulding & Norris, PA, upon request.

NO.	REVISION	DATE
1.	COMMENTS PER TOHS	09/29/2017
2.	COMMENTS PER TOHS	12/11/2017
3.	COMMENTS PER TOHS	02/07/2018
4.	COMMENTS PER TOHS	05/25/2018
5.	FOR PRICING	06/20/2019
6.	PER DEVELOPMENT PLAN REV.	07/01/2019
7.	COMMENTS PER NCDOT REVIEW	08/05/2019
8.	COMMENTS PER TOHS 7TH REV.	08/22/2019
9.	REV. PER CHET VAN FOSSEN	08/30/2019
10.	REV. PER TOHS COMMENT	09/12/2019
11.	COMMENTS PER TOHS	03/20/2020

SEAL: NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 15431 THOMAS M. SPAULDING 03-20-2020

THE SPAULDING GROUP, PA
planning • civil engineering
1611 Jena Franklin Road Suite 101 Raleigh, NC 27606
Phone (919)854-7990 Fax (919)854-7925

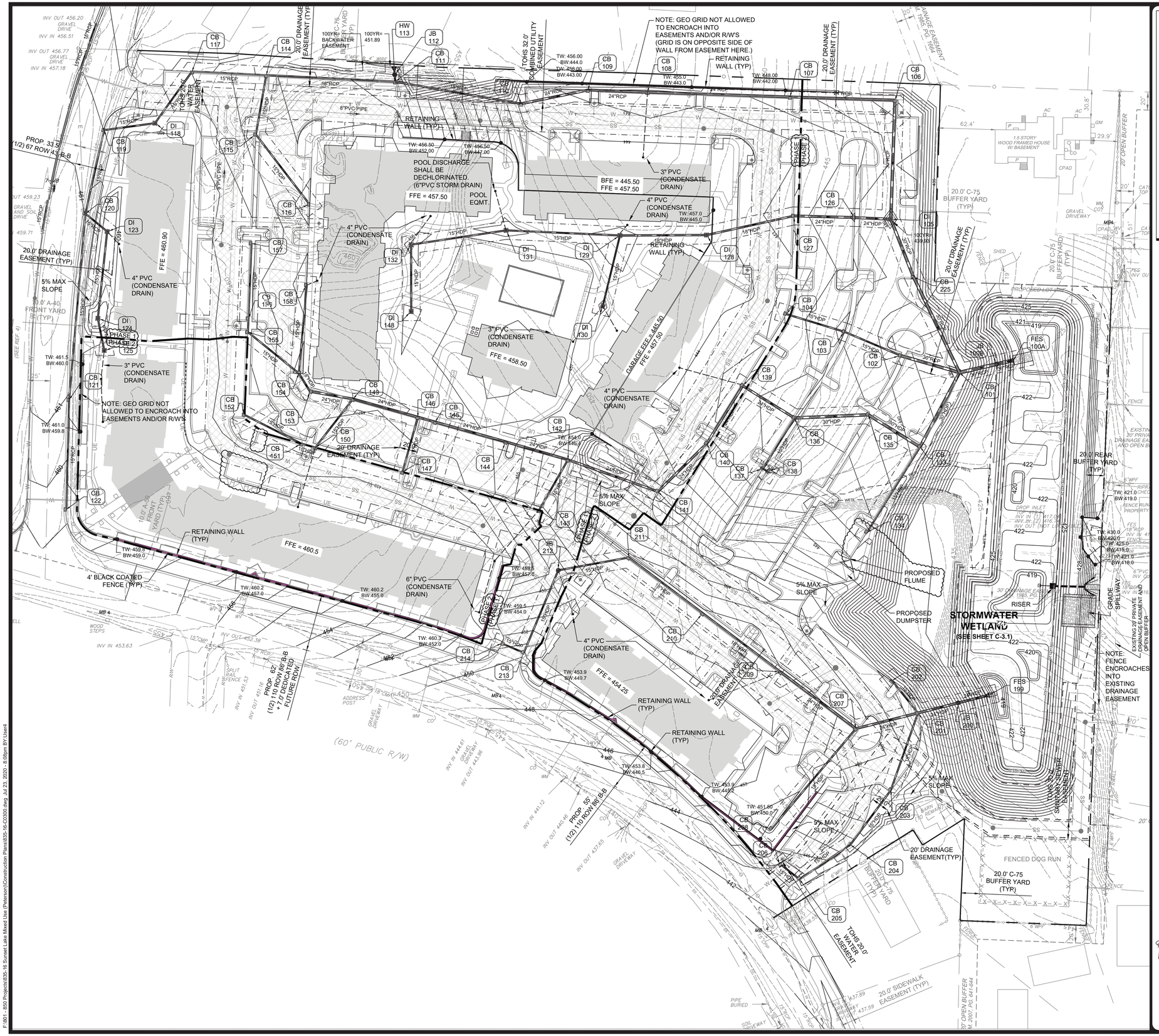
PREPARED FOR :
THE PETERSON CENTER, LLC
P.O. BOX 5608
CARY, NC 27512-5608
DATE : 08-28-2017
S&N FIRM CERTIFICATION # C-1875
PROJECT ENGINEER:
TOM SPAULDING
PROJECT CADD DESIGNER:
K.A.
PROJECT SURVEYOR:
ROBINSON & PLANTE, PC

PETERSON STATION AT SUNSET LAKE
HOLLY SPRINGS, WAKE COUNTY, NORTH CAROLINA
DEVELOPMENT PLAN
UTILITY PLAN

DRAWING SHEET
C-2.0

PROJECT NUMBER
835-16

F:\801 - 850 Projects\835-16 Sunset Lake Mixed Use (Peterson)\Construction Plans\835-16-CD200.dwg, Jul 23, 2020 - 8:07pm BY:User4



GENERAL NOTES

1. BOUNDARY & TOPOGRAPHY PROVIDED BY ROBINSON & PLANTE, P.C.
2. THE CONTRACTOR SHALL CONTACT " NORTH CAROLINA ONE CALL" AT 800-632-4949 FOR ASSISTANCE IN LOCATING EXISTING UTILITIES. CALL AT LEAST 48 HOURS PRIOR TO ANY DIGGING.
3. THE CONTRACTOR SHALL FIELD VERIFY CONDITIONS PRIOR TO STARTING CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. CONFLICTS INVOLVING PUBLIC WATER, SANITARY SEWER, AND STORM DRAINAGE CONSTRUCTION SHALL BE RESOLVED TO THE SATISFACTION OF THE TOWN OF GARNER.
4. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE TOWN OF HOLLY SPRINGS AND NCDOT STANDARDS AND SPECIFICATIONS.
5. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
6. PLAN IS SUBJECT TO REVISIONS DURING THE CONSTRUCTION DRAWING PROCESS.
7. ALL JURISDICTIONAL STREAMS AND WETLANDS DELINEATED AND LOCATED WITH GPS BY SAGE ECOLOGICAL SERVICES.
8. ALL BUILDING FOOTPRINTS PROVIDED BY CHET VAN FOSSEN, ARCHITECT.
9. H/C RAMPS AND PARKING SPACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA STANDARDS.
10. THE CONTRACTOR IS RESPONSIBLE FOR INVESTIGATING SOIL CONDITIONS ON SITE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY UNSUITABLE MATERIAL UPON FIRST CONTACT.
11. ALL PERMANENT AND TEMPORARY SIGNAGE REQUIRES AN APPROVED SIGN PERMIT PRIOR TO INSTALLATION. SIGNAGE IS A SEPARATE SUBMITTAL, REVIEW, AND APPROVAL PRICESS BY THE PLANNING DEPARTMENT. SIGNAGE FOR THIS SITE MUST COMPLY WITH THE TOWN OF HOLLY SPRINGS.
12. ALL WATER AND SANITARY SEWER ON THIS SITE SHALL BE PUBLIC.
13. ALL STREETS SHALL BE PRIVATE.
14. THE PROJECT SHALL CONTAIN THE REQUIRED MINIMUM AMOUNT OF COMMERCIAL AND RESIDENTIAL USES WITHIN SIX (6) YEARS OF THE FIRST CERTIFICATION ISSUED. STAFF WILL RECOMMEND THAT AS A CONDITION OF APPROVAL, BUILDINGS A AND B MUST BE THE FIRST BUILDING CONSTRUCTED.
15. A FEE IN LIEU OF LAND DEDICATION WILL BE REQUIRED PRIOR TO RECORDING OF RESIDENTIAL LOTS OR BUILDING PERMIT APPLICATION, WHICHEVER COMES FIRST. THE PER UNIT FEE WILL BE BASED ON THE RATE AT TIME OF FEE PAYMENT.
16. ALL PARKING AND LOADING AREAS SHALL HAVE WHITE STRIPING. (NCGS 136-30)

NOTE: STORM PIPES FOR OFFSITE DRAINAGE WILL BE RCP, ALL OTHERS WILL BE HDPE PIPE. AS LABLED ON THIS PLAN.

NO.	REVISION	DATE
1.	COMMENTS PER TOHS	09/28/2017
2.	COMMENTS PER TOHS	12/11/2017
3.	COMMENTS PER TOHS	02/07/2018
4.	COMMENTS PER TOHS	05/25/2018
5.	FOR PRICING	06/29/2018
6.	PER DEVELOPMENT PLAN REV.	07/01/2019
7.	COMMENTS PER TOHS 7TH REV.	08/02/2019
8.	COMMENTS PER NCDOT REVIEW	08/08/2019
9.	REV. PER SHEET NUMBER COMMENT	08/12/2019
10.	REV. PER TOHS COMMENT	09/19/2019
11.	COMMENTS PER TOHS	03/20/2020

SEAL: NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 15431 THOMAS M. SPAULDING 03-20-2020

THE SPAULDING GROUP, PA
planning • civil engineering
1611 Jena Franklin Road Suite 101 Raleigh, NC 27606
Phone (919)854-7990 Fax (919)854-7925

PREPARED FOR :
THE PETERSON CENTER, LLC
P.O. BOX 4668
CARY, NC 27512-4668
DATE : 08-28-2017
S&N FIRM CERTIFICATION #: C-1875
PROJECT ENGINEER:
TOM SPAULDING
PROJECT CADD DESIGNER:
A. T. JONES
PROJECT SURVEYOR:
ROBINSON & PLANTE, PC

PETERSON STATION AT SUNSET LAKE

HOLLY SPRINGS, WAKE COUNTY, NORTH CAROLINA

DEVELOPMENT PLAN
STORMWATER MANAGEMENT PLAN

STORM DRAIN LEGEND

- CATCH BASIN
- FLARED END SECTION
- STORM MH/ JUNCTION BOX
- RCP UNLESS OTHERWISE NOTED

FOR REVIEW ONLY-
NOT FOR CONSTRUCTION

PLAN IS SUBJECT TO REVISIONS DURING THE PRELIMINARY APPROVAL PROCESS

GRAPHIC SCALE

50 0 25 50 100 200

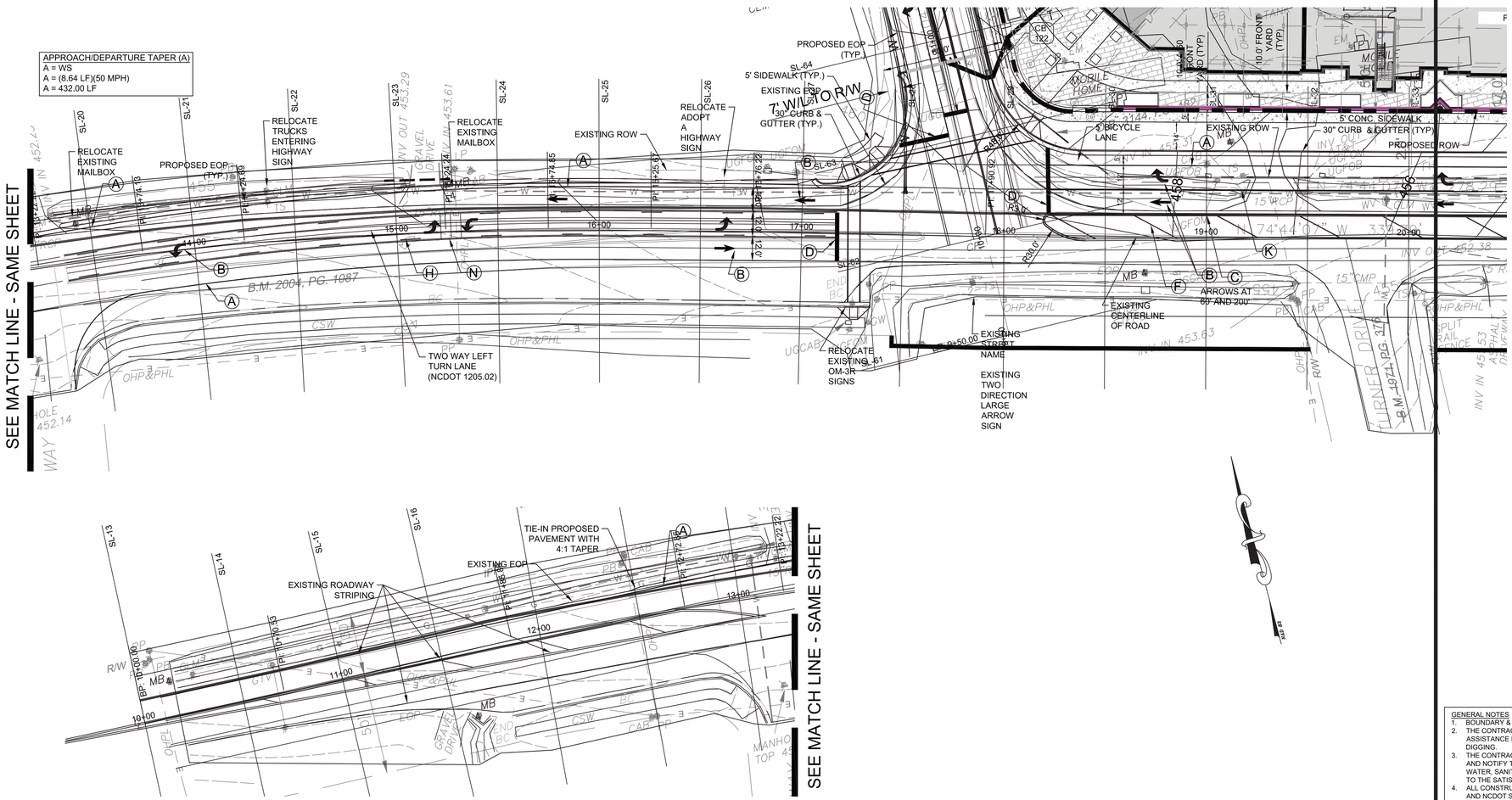
(IN FEET)
1 inch = 50 ft.

THIS DRAWING IS THE PROPERTY OF:
Spaulding & Norris, PA
and is not to be reproduced or copied in whole or in part without permission from Spaulding & Norris, PA. This drawing is not to be used on any other project and is to be returned to Spaulding & Norris, PA, upon request.

DRAWING / SHEET
C-3.0

PROJECT NUMBER
835-16

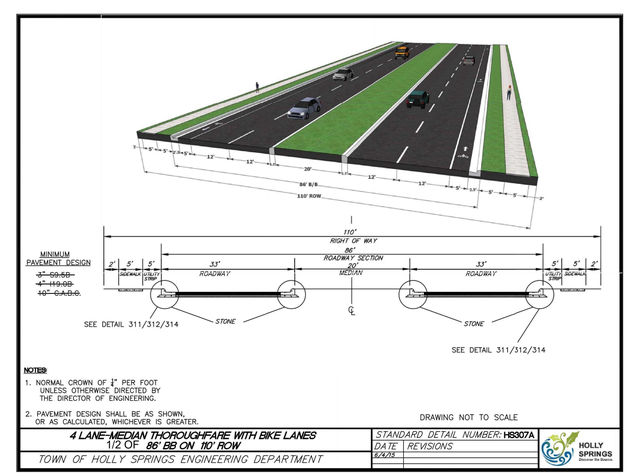
F:\891 - 850 Projects\835-16 Sunset Lake Mixed Use (Peterson)\Construction Plans\835-16-C0300.dwg Jul 23, 2020 - 8:08pm BY:User4



STRIPING LEGEND

- (A) 4" WHITE EDGE/LANE LINE NCDOT STD. 1205.01
- (B) STANDARD ARROW SYMBOLS NCDOT STD. 1205.01
- (C) 4" DOUBLE YELLOW CENTER LINE NCDOT STD. 1205.01 & 1205.09
- (D) 24" WHITE STOP BAR NCDOT STD. 1205.01
- (E) 4" WHITE MINI SKIP LINE (2' LINE, 6' SKIP) NCDOT STD. 1205.01 & 1205.5
- (F) 8" DIAGONAL LINE NCDOT STD. 1205.01
- (G) 4" YELLOW EDGE LINE NCDOT STD. 1205.01
- (H) 10' YELLOW SKIP CENTER LINE NCDOT STD. 1205.01
- (I) PAINTED ISLANDS NCDOT STD. 1205.01 & 1205.09
- (J) BICYCLE LANE SYMBOL NCDOT STD. 1205.08
- (K) 8" WHITE EDGE/LANE LINE NCDOT STD. 1205.01
- (L) 8" WHITE MINI SKIP LINE (3' LINE, 9' SKIP) NCDOT STD. 1205.01 & 1205.5
- (M) 4" WHITE MINI SKIP LINE (3' LINE, 9' SKIP) NCDOT STD. 1205.01 & 1205.5
- (N) 4" YELLOW CENTER LINE NCDOT STD. 1205.01 & 1205.02

Pavement Design (NCDOT):
3" S9.5C
4" I19.0C
10" ABC or if widening <6' use: 5"B25.0C



GENERAL NOTES
1. BOUNDARY & TOPOGRAPHY PROVIDED BY ROBINSON & PLANTE, P.C.
2. THE CONTRACTOR SHALL CONTACT " NORTH CAROLINA ONE CALL" AT 800-632-4949 FOR ASSISTANCE IN LOCATING EXISTING UTILITIES, CALL AT LEAST 48 HOURS PRIOR TO ANY DIGGING.
3. THE CONTRACTOR SHALL FIELD VERIFY CONDITIONS PRIOR TO STARTING CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. CONFLICTS INVOLVING PUBLIC WATER, SANITARY SEWER, AND STORM DRAINAGE CONSTRUCTION SHALL BE RESOLVED TO THE SATISFACTION OF THE TOWN OF GARNER.
4. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE TOWN OF HOLLY SPRINGS AND NCDOT STANDARDS AND SPECIFICATIONS.
5. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
6. PLAN IS SUBJECT TO REVISIONS DURING THE CONSTRUCTION DRAWING PROCESS.
7. ALL JURISDICTIONAL STREAMS AND WETLANDS DELINEATED AND LOCATED WITH GPS BY SAGE ECOLOGICAL SERVICES.
8. ALL BUILDING FOOTPRINTS PROVIDED BY CHET VAN FOSSEN, ARCHITECT.
9. H/C RAMPS AND PARKING SPACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA STANDARDS.
10. THE CONTRACTOR IS RESPONSIBLE FOR INVESTIGATING SOIL CONDITIONS ON SITE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY UNSUITABLE MATERIAL UPON FIRST CONTACT.
11. ALL PERMANENT AND TEMPORARY SIGNAGE REQUIRES AN APPROVED SIGN PERMIT PRIOR TO INSTALLATION. SIGNAGE IS A SEPARATE SUBMITTAL, REVIEW, AND APPROVAL PRICESS BY THE PLANNING DEPARTMENT. SIGNAGE FOR THIS SITE MUST COMPLY WITH THE TOWN OF HOLLY SPRINGS.
12. ALL WATER AND SANITARY SEWER ON THIS SITE SHALL BE PUBLIC.
13. ALL STREETS SHALL BE PRIVATE.
14. THE PROJECT SHALL CONTAIN THE REQUIRED MINIMUM AMOUNT OF COMMERCIAL AND RESIDENTIAL USES WITHIN SIX (6) YEARS OF THE FIRST CERTIFICATION ISSUED. STAFF WILL RECOMMEND THAT AS A CONDITION OF APPROVAL, BUILDINGS A AND B MUST BE THE FIRST BUILDING CONSTRUCTED.
15. A FEE IN LIEU OF LAND DEDICATION WILL BE REQUIRED PRIOR TO RECORDING OF RESIDENTIAL LOTS OR BUILDING PERMIT APPLICATION, WHICHEVER COMES FIRST. THE PER UNIT FEE WILL BE BASED ON THE RATE AT TIME OF FEE PAYMENT.
16. ALL PARKING AND LOADING AREAS SHALL HAVE WHITE STRIPING. (NCGS 136-30)

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

THIS DRAWING IS THE PROPERTY OF:
Spaulding & Norris, PA
and is not to be reproduced or copied in whole or in part without permission from Spaulding & Norris, PA. This drawing is not to be used on any other project and is to be returned to Spaulding & Norris, PA, upon request.

FOR REVIEW ONLY-
NOT FOR CONSTRUCTION

PLAN IS SUBJECT TO REVISIONS DURING THE PRELIMINARY APPROVAL PROCESS

NO.	REVISION	DATE
1.	COMMENTS PER TOHS	09/29/2017
2.	COMMENTS PER TOHS	12/11/2017
3.	COMMENTS PER TOHS	02/07/2018
4.	COMMENTS PER TOHS	05/25/2018
5.	FOR PRICING	06/29/2018
6.	PER DEVELOPMENT PLAN REV.	07/01/2019
7.	COMMENTS PER TOHS 7TH REV.	08/02/2019
8.	COMMENTS PER NCDOT REVIEW	08/08/2019
9.	REV. TRUCK & WM PER TOHS COMMENT	08/19/2019
10.	REV. TRUCK & WM PER TOHS COMMENT	09/13/2019
11.	COMMENTS PER TOHS	03/20/2020

SEAL: NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 19431 THOMAS M. SPAULDING 03-20-2020

THE SPAULDING GROUP, PA
planning • civil engineering
1611 Jena Franklin Road Suite 101 Raleigh, NC 27606
Phone (919)854-7990 Fax (919)854-7925

PREPARED FOR :
THE PETERSON CENTER, LLC
P.O. BOX 4005
CARY, NC 27512-5608
DATE : 08-28-2017
S&N FIRM CERTIFICATION # : C-1875
PROJECT ENGINEER:
TOM SPAULDING
PROJECT CADD DESIGNER:
A.J. Z
PROJECT SURVEYOR:
ROBINSON & PLANTE, PC

PETERSON STATION AT SUNSET LAKE

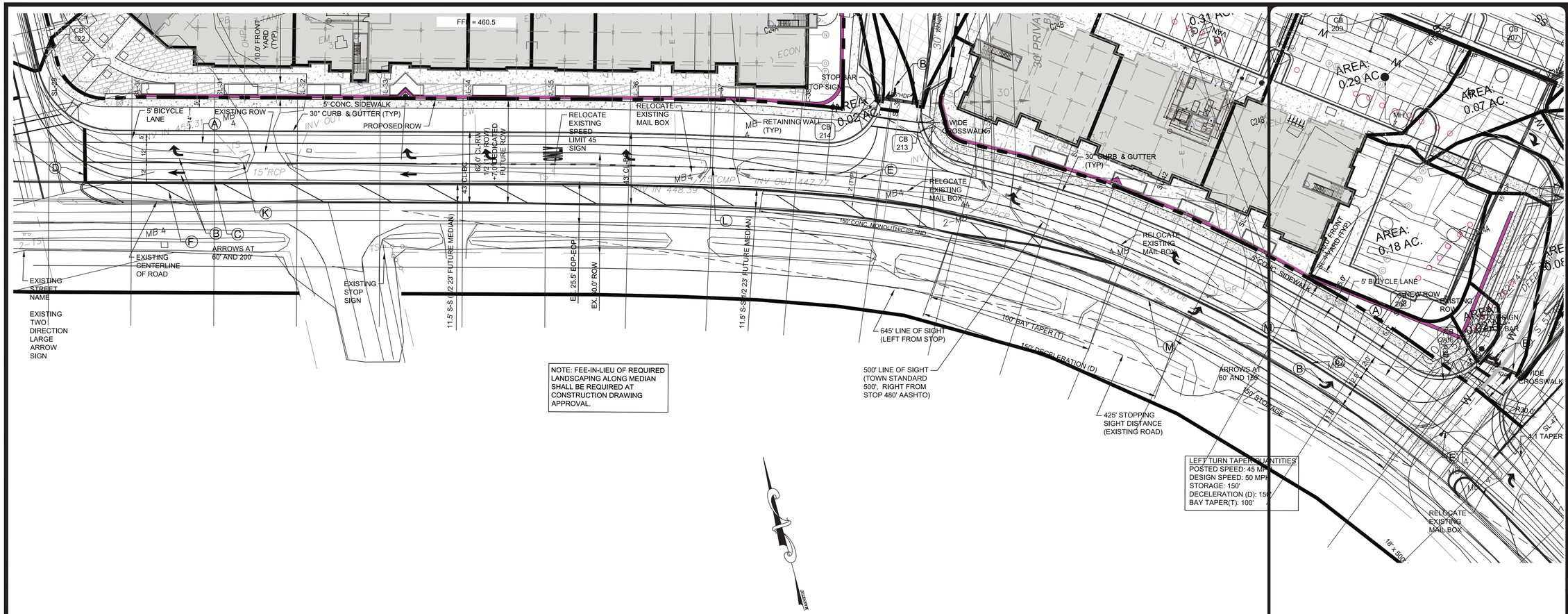
DEVELOPMENT PLAN
SUNSET LAKE ROAD IMPROVEMENTS

HOLLY SPRINGS, WAKE COUNTY, NORTH CAROLINA

DRAWING / SHEET
C-5.1

PROJECT NUMBER
835-16

F:\801 - 850 Projects\835-16 Sunset Lake Mixed Use (Peterson)\Construction Plans\835-16-C0501.dwg, Jul 23, 2020 - 8:25pm BY: User4



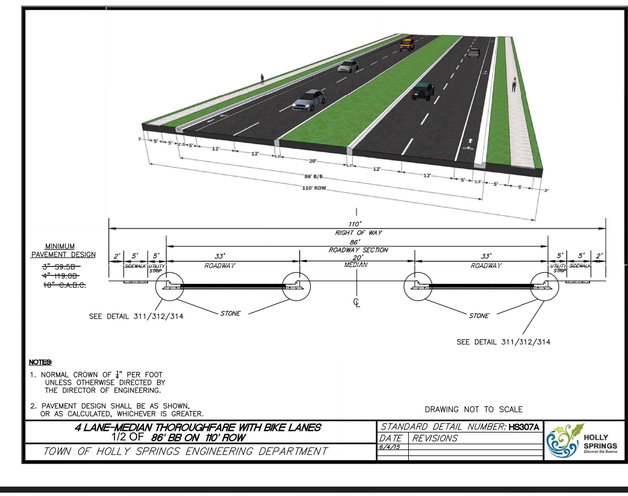
NOTE: FEE-IN-LIEU OF REQUIRED LANDSCAPING ALONG MEDIAN SHALL BE REQUIRED AT CONSTRUCTION DRAWING APPROVAL.

LEFT TURN TAPER QUANTITIES
POSTED SPEED: 45 MPH
DESIGN SPEED: 50 MPH
STORAGE: 150'
DECELERATION (D): 150'
BAY TAPER(T): 100'

STRIPING LEGEND

- (A) 4" WHITE EDGE/LANE LINE NCDOT STD. 1205.01
- (B) STANDARD ARROW SYMBOLS NCDOT STD. 1205.01
- (C) 4" DOUBLE YELLOW CENTER LINE NCDOT STD. 1205.01 & 1205.09
- (D) 24" WHITE STOP BAR NCDOT STD. 1205.01
- (E) 4" WHITE MINI SKIP LINE (2' LINE, 6' SKIP) NCDOT STD. 1205.01 & 1205.5
- (F) 8" DIAGONAL LINE NCDOT STD. 1205.01
- (G) 4" YELLOW EDGE LINE NCDOT STD. 1205.01
- (H) 10' WHITE SKIP LINE NCDOT STD. 1205.01
- (I) PAINTED ISLANDS NCDOT STD. 1205.01 & 1205.09
- (J) BICYCLE LANE SYMBOL NCDOT STD. 1205.08
- (K) 8" WHITE EDGE/LANE LINE NCDOT STD. 1205.01
- (L) 8" WHITE MINI SKIP LINE (3' LINE, 9' SKIP) NCDOT STD. 1205.01 & 1205.5
- (M) 4" WHITE MINI SKIP LINE (3' LINE, 9' SKIP) NCDOT STD. 1205.01 & 1205.5

Pavement Design (NCDOT):
3" S9.5C
4" I19.0C
10" ABC or if widening <6" use: 5"B25.0C



MINIMUM PAVEMENT DESIGN
~~3" S9.5C~~
~~4" I19.0B~~
~~10" CABC.~~

NOTES:
1. NORMAL CROWN OF ¼" PER FOOT UNLESS OTHERWISE DIRECTED BY THE DIRECTOR OF ENGINEERING.
2. PAVEMENT DESIGN SHALL BE AS SHOWN, OR AS CALCULATED, WHICHEVER IS GREATER.

DRAWING NOT TO SCALE

4 LANE-MEDIAN THOROUGHFARE WITH BIKE LANES 1/2 OF 86' BB ON 110' ROW	STANDARD DETAIL NUMBER: HS307A
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS

GENERAL NOTES
1. BOUNDARY & TOPOGRAPHY PROVIDED BY ROBINSON & PLANTE, P.C.
2. THE CONTRACTOR SHALL CONTACT " NORTH CAROLINA ONE CALL" AT 800-632-4949 FOR ASSISTANCE IN LOCATING EXISTING UTILITIES. CALL AT LEAST 48 HOURS PRIOR TO ANY DIGGING.
3. THE CONTRACTOR SHALL FIELD VERIFY CONDITIONS PRIOR TO STARTING CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. CONFLICTS INVOLVING PUBLIC WATER, SANITARY SEWER, AND STORM DRAINAGE CONSTRUCTION SHALL BE RESOLVED TO THE SATISFACTION OF THE TOWN OF GARNER.
4. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE TOWN OF HOLLY SPRINGS AND NCDOT STANDARDS AND SPECIFICATIONS.
5. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL
6. PLAN IS SUBJECT TO REVISIONS DURING THE CONSTRUCTION DRAWING PROCESS.
7. ALL JURISDICTIONAL STREAMS AND WETLANDS DELINEATED AND LOCATED WITH GPS BY SAGE ECOLOGICAL SERVICES.
8. ALL BUILDING FOOTPRINTS PROVIDED BY CHET VAN FOSSEN, ARCHITECT.
9. H/C RAMPS AND PARKING SPACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA STANDARDS.
10. THE CONTRACTOR IS RESPONSIBLE FOR INVESTIGATING SOIL CONDITIONS ON SITE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY UNSUITABLE MATERIAL UPON FIRST CONTACT.
11. ALL PERMANENT AND TEMPORARY SIGNAGE REQUIRES AN APPROVED SIGN PERMIT PRIOR TO INSTALLATION. SIGNAGE IS A SEPARATE SUBMITTAL, REVIEW, AND APPROVAL PRICESS BY THE PLANNING DEPARTMENT. SIGNAGE FOR THIS SITE MUST COMPLY WITH THE TOWN OF HOLLY SPRINGS.
12. ALL WATER AND SANITARY SEWER ON THIS SITE SHALL BE PUBLIC.
13. ALL STREETS SHALL BE PRIVATE.
14. THE PROJECT SHALL CONTAIN THE REQUIRED MINIMUM AMOUNT OF COMMERCIAL AND RESIDENTIAL USES WITHIN SIX (6) YEARS OF THE FIRST CERTIFICATION ISSUED. STAFF WILL RECOMMEND THAT AS A CONDITION OF APPROVAL, BUILDINGS A AND B MUST BE THE FIRST BUILDING CONSTRUCTED.
15. A FEE IN LIEU OF LAND DEDICATION WILL BE REQUIRED PRIOR TO RECORDING OF RESIDENTIAL LOTS OR BUILDING PERMIT APPLICATION, WHICHEVER COMES FIRST. THE PER UNIT FEE WILL BE BASED ON THE RATE AT TIME OF FEE PAYMENT.
16. ALL PARKING AND LOADING AREAS SHALL HAVE WHITE STRIPING. (NCGS 136-30)

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

THIS DRAWING IS THE PROPERTY OF:
Spaulding & Norris, PA
and is not to be reproduced or copied in whole or in part without permission from Spaulding & Norris, PA. This drawing is not to be used on any other project and is to be returned to Spaulding & Norris, PA, upon request.

FOR REVIEW ONLY-
NOT FOR CONSTRUCTION

PLAN IS SUBJECT TO REVISIONS DURING THE PRELIMINARY APPROVAL PROCESS

NO.	REVISION	DATE
1.	COMMENTS PER TOHS	09/29/2017
2.	COMMENTS PER TOHS	12/11/2017
3.	COMMENTS PER TOHS	02/07/2018
4.	COMMENTS PER TOHS	05/25/2018
5.	FOR PRICING	06/20/2018
6.	PER DEVELOPMENT PLAN REV.	07/01/2019
7.	COMMENTS PER TOHS 7TH REV.	08/02/2019
8.	COMMENTS PER NCDOT REVIEW	08/08/2019
9.	REV. PER PLANNING BOARD COMMENT	08/12/2019
10.	REV. TRUCK TURN PER TOHS	09/17/2019
11.	COMMENTS PER TOHS	03/20/2020

SEAL: NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 19431 THOMAS M. SPAULDING 03-20-2020

THE SPAULDING GROUP, PA
planning • civil engineering
1611 Jena Franklin Road Suite 101 Raleigh, NC 27606
Phone (919)854-7990 Fax (919)854-7925

PREPARED FOR :
THE PETERSON CENTER, LLC
P.O. BOX 5608
CARY, NC 27512-5608
DATE : 08-28-2017
S&N FIRM CERTIFICATION # C-1875
PROJECT ENGINEER:
TOM SPAULDING
PROJECT CADD DESIGNER:
A.J. Z.
PROJECT SURVEYOR:
ROBINSON & PLANTE, PC

PETERSON STATION AT SUNSET LAKE

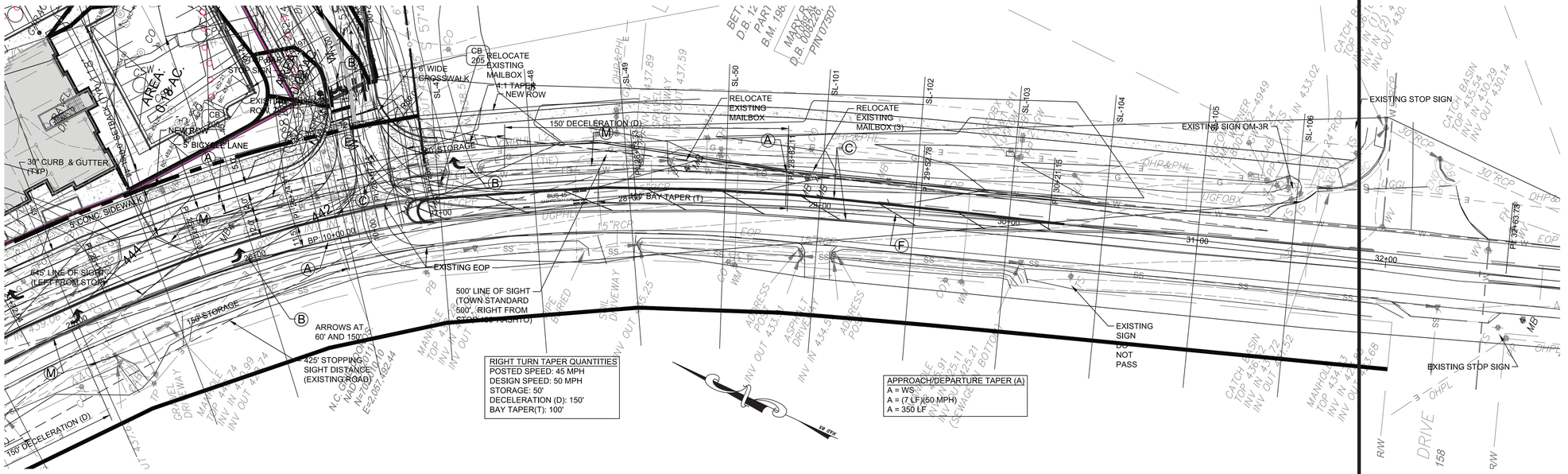
HOLLY SPRINGS, WAKE COUNTY, NORTH CAROLINA

DEVELOPMENT PLAN
SUNSET LAKE ROAD IMPROVEMENTS

DRAWING SHEET
C-5.2

PROJECT NUMBER
835-16

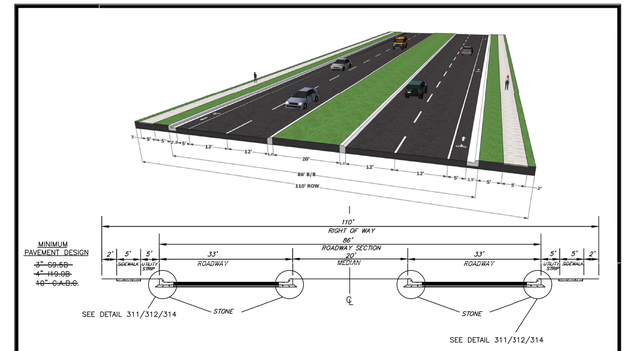
F:\801 - 850 Projects\835-16 Sunset Lake Mixed Use (Peterson)\Construction Plans\835-16-CO501.dwg Jul 23, 2020 - 8:31pm BY:User4



STRIPING LEGEND

- (A) 4" WHITE EDGE/LANE LINE NCDOT STD. 1205.01
- (B) STANDARD ARROW SYMBOLS NCDOT STD. 1205.01
- (C) 4" DOUBLE YELLOW CENTER LINE NCDOT STD. 1205.01 & 1205.09
- (D) 24" WHITE STOP BAR NCDOT STD. 1205.01
- (E) 4" WHITE MINI SKIP LINE (2' LINE, 6' SKIP) NCDOT STD. 1205.01 & 1205.5
- (F) 8" DIAGONAL LINE NCDOT STD. 1205.01
- (G) 4" YELLOW EDGE LINE NCDOT STD. 1205.01
- (H) 10' WHITE SKIP LINE NCDOT STD. 1205.01
- (I) PAINTED ISLANDS NCDOT STD. 1205.01 & 1205.09
- (J) BICYCLE LANE SYMBOL NCDOT STD. 1205.08
- (K) 8" WHITE EDGE/LANE LINE NCDOT STD. 1205.01
- (L) 8" WHITE MINI SKIP LINE (3' LINE, 9' SKIP) NCDOT STD. 1205.01 & 1205.5
- (M) 4" WHITE MINI SKIP LINE (3' LINE, 9' SKIP) NCDOT STD. 1205.01 & 1205.5

Pavement Design (NCDOT):
3" S9.5C
4" I19.0C
10" ABC or if widening <6' use: 5"B25.0C



NOTES:
1. NORMAL CROWN OF ¼" PER FOOT UNLESS OTHERWISE DIRECTED BY THE DIRECTOR OF ENGINEERING.
2. PAVEMENT DESIGN SHALL BE AS SHOWN, OR AS CALCULATED, WHICHEVER IS GREATER.

DRAWING NOT TO SCALE

4 LANE-MEDIAN THOROUGHFARE WITH BIKE LANES 1/2 OF 86' BB ON 110' ROW	STANDARD DETAIL NUMBER: HS307A
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS 6/2015

GENERAL NOTES
1. BOUNDARY & TOPOGRAPHY PROVIDED BY ROBINSON & PLANTE, P.C.
2. THE CONTRACTOR SHALL CONTACT " NORTH CAROLINA ONE CALL" AT 800-632-4949 FOR ASSISTANCE IN LOCATING EXISTING UTILITIES. CALL AT LEAST 48 HOURS PRIOR TO ANY DIGGING.
3. THE CONTRACTOR SHALL FIELD VERIFY CONDITIONS PRIOR TO STARTING CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. CONFLICTS INVOLVING PUBLIC WATER, SANITARY SEWER, AND STORM DRAINAGE CONSTRUCTION SHALL BE RESOLVED TO THE SATISFACTION OF THE TOWN OF GARNER.
4. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE TOWN OF HOLLY SPRINGS AND NCDOT STANDARDS AND SPECIFICATIONS.
5. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
6. PLAN IS SUBJECT TO REVISIONS DURING THE CONSTRUCTION DRAWING PROCESS.
7. ALL JURISDICTIONAL STREAMS AND WETLANDS DELINEATED AND LOCATED WITH GPS BY SAGE ECOLOGICAL SERVICES.
8. ALL BUILDING FOOTPRINTS PROVIDED BY CHET VAN FOSSEN, ARCHITECT.
9. H/C RAMPS AND PARKING SPACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA STANDARDS.
10. THE CONTRACTOR IS RESPONSIBLE FOR INVESTIGATING SOIL CONDITIONS ON SITE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY UNSUITABLE MATERIAL UPON FIRST CONTACT.
11. ALL PERMANENT AND TEMPORARY SIGNAGE REQUIRES AN APPROVED SIGN PERMIT PRIOR TO INSTALLATION. SIGNAGE IS A SEPARATE SUBMITTAL, REVIEW, AND APPROVAL PRICESS BY THE PLANNING DEPARTMENT. SIGNAGE FOR THIS SITE MUST COMPLY WITH THE TOWN OF HOLLY SPRINGS.
12. ALL WATER AND SANITARY SEWER ON THIS SITE SHALL BE PUBLIC.
13. ALL STREETS SHALL BE PRIVATE.
14. THE PROJECT SHALL CONTAIN THE REQUIRED MINIMUM AMOUNT OF COMMERCIAL AND RESIDENTIAL USES WITHIN SIX (6) YEARS OF THE FIRST CERTIFICATION ISSUED. STAFF WILL RECOMMEND THAT AS A CONDITION OF APPROVAL, BUILDINGS A AND B MUST BE THE FIRST BUILDING CONSTRUCTED.
15. A FEE IN LIEU OF LAND DEDICATION WILL BE REQUIRED PRIOR TO RECORDING OF RESIDENTIAL LOTS OR BUILDING PERMIT APPLICATION, WHICHEVER COMES FIRST. THE PER UNIT FEE WILL BE BASED ON THE RATE AT TIME OF FEE PAYMENT.
16. ALL PARKING AND LOADING AREAS SHALL HAVE WHITE STRIPING. (NCGS 136-30)

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

THIS DRAWING IS THE PROPERTY OF:
Spaulding & Norris, PA
and is not to be reproduced or copied in whole or in part without permission from Spaulding & Norris, PA. This drawing is not to be used on any other project and is to be returned to Spaulding & Norris, PA, upon request.

FOR REVIEW ONLY-
NOT FOR CONSTRUCTION

PLAN IS SUBJECT TO REVISIONS DURING THE PRELIMINARY APPROVAL PROCESS

NO.	REVISION	DATE
1.	COMMENTS PER TOHS	09/29/2017
2.	COMMENTS PER TOHS	12/11/2017
3.	COMMENTS PER TOHS	02/07/2018
4.	COMMENTS PER TOHS	05/25/2018
5.	FOR PRICING	06/20/2018
6.	PER DEVELOPMENT PLAN REV.	07/01/2019
7.	COMMENTS PER TOHS 7TH REV.	08/02/2019
8.	COMMENTS PER NCDOT REVIEW	08/08/2019
9.	REV. PER SHEET NUMBER COMMENT	08/15/2019
10.	REV. PER TOHS COMMENT	03/20/2020
11.	COMMENTS PER TOHS	

SEAL: NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 19371 THOMAS M. SPAULDING 03-20-2020

THE SPAULDING GROUP, PA
planning • civil engineering
1611 Jena Franklin Road Suite 101 Raleigh, NC 27606
Phone (919)854-7990 Fax (919)854-7925

PREPARED FOR :
THE PETERSON CENTER, LLC
P.O. BOX 5608
CARY, NC 27512-5608
DATE : 08-28-2017
S&N FIRM CERTIFICATION # C-1875
PROJECT ENGINEER:
TOM SPAULDING
PROJECT CADD DESIGNER:
K.A.T. 2
PROJECT SURVEYOR:
ROBINSON & PLANTE, PC

PETERSON STATION AT SUNSET LAKE

HOLLY SPRINGS, WAKE COUNTY, NORTH CAROLINA

DEVELOPMENT PLAN
SUNSET LAKE ROAD IMPROVEMENTS

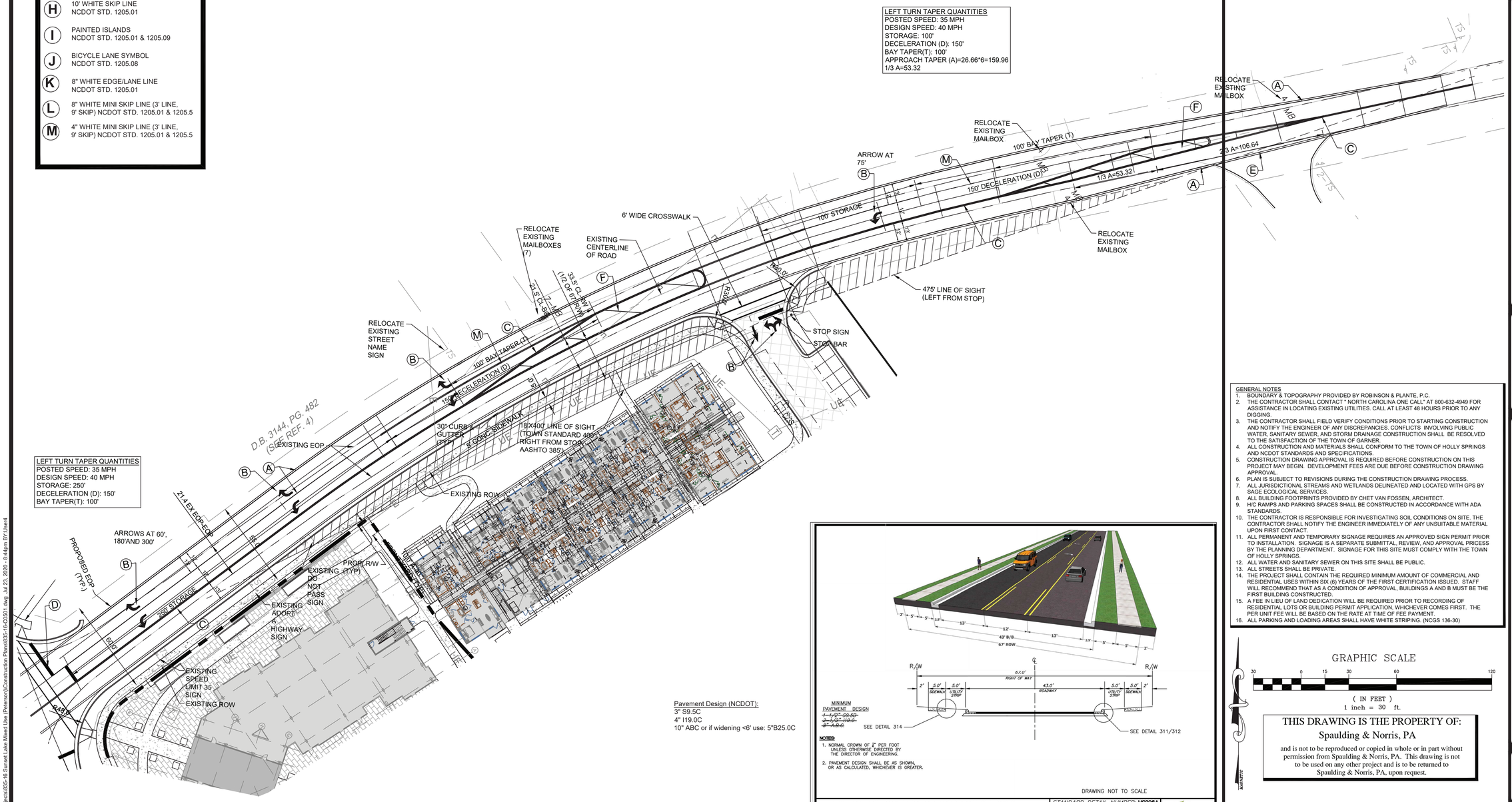
DRAWING SHEET
C-5.3

PROJECT NUMBER
835-16

F:\801 - 850 Projects\835-16 Sunset Lake Mixed Use (Peterson)\Construction Plans\835-16-CO501.dwg Jul 23, 2020 - 8:38pm BY:User4

STRIPING LEGEND

- (A) 4" WHITE EDGE/LANE LINE NCDOT STD. 1205.01
- (B) STANDARD ARROW SYMBOLS NCDOT STD. 1205.01
- (C) 4" DOUBLE YELLOW CENTER LINE NCDOT STD. 1205.01 & 1205.09
- (D) 24" WHITE STOP BAR NCDOT STD. 1205.01
- (E) 4" WHITE MINI SKIP LINE (2' LINE, 6' SKIP) NCDOT STD. 1205.01 & 1205.5
- (F) 8" DIAGONAL LINE NCDOT STD. 1205.01
- (G) 4" YELLOW EDGE LINE NCDOT STD. 1205.01
- (H) 10' WHITE SKIP LINE NCDOT STD. 1205.01
- (I) PAINTED ISLANDS NCDOT STD. 1205.01 & 1205.09
- (J) BICYCLE LANE SYMBOL NCDOT STD. 1205.08
- (K) 8" WHITE EDGE/LANE LINE NCDOT STD. 1205.01
- (L) 8" WHITE MINI SKIP LINE (3' LINE, 9' SKIP) NCDOT STD. 1205.01 & 1205.5
- (M) 4" WHITE MINI SKIP LINE (3' LINE, 9' SKIP) NCDOT STD. 1205.01 & 1205.5



Pavement Design (NCDOT):
3" S9.5C
4" I19.0C
10" ABC or if widening <6" use: 5"B25.0C

NO.	REVISION	DATE
1.	COMMENTS PER TOHS	09/29/2017
2.	COMMENTS PER TOHS	12/11/2017
3.	COMMENTS PER TOHS	02/07/2018
4.	COMMENTS PER TOHS	05/25/2018
5.	FOR PRICING	06/25/2018
6.	PER DEVELOPMENT PLAN REV.	07/01/2019
7.	COMMENTS PER TOHS 7TH REV.	08/02/2019
8.	COMMENTS PER NCDOT REVIEW	08/08/2019
9.	REV. PER E-MAIL FROM TOM	08/13/2019
10.	REVISIONS PER NCDOT COMMENTS	03/03/2020
11.	COMMENTS PER TOHS	03/20/2020

SEAL: NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 15431 THOMAS A. SPAULDING 03-20-2020

THE SPAULDING GROUP, PA
planning • civil engineering
1611 Jena Franklin Road Suite 101 Raleigh, NC 27606
Phone (919)854-7990 Fax (919)854-7925

PREPARED FOR :
THE PETERSON COMPANY
4700 HOME DEPOT DR.
CARY, NC 27512-5608
DATE : 08-28-2017
S&N FIRM CERTIFICATION #: C-1875
PROJECT MANAGER:
TOM SPAULDING
PROJECT CADD DESIGNER:
A. T.
PROJECT SURVEYOR:
ROBINSON & PLANTE, PC

PETERSON STATION AT SUNSET LAKE

HOLLY SPRINGS, WAKE COUNTY, NORTH CAROLINA

DEVELOPMENT PLAN

STEPHENSON ROAD IMPROVEMENTS

GENERAL NOTES
1. BOUNDARY & TOPOGRAPHY PROVIDED BY ROBINSON & PLANTE, P.C.
2. THE CONTRACTOR SHALL CONTACT " NORTH CAROLINA ONE CALL" AT 800-632-4949 FOR ASSISTANCE IN LOCATING EXISTING UTILITIES. CALL AT LEAST 48 HOURS PRIOR TO ANY DIGGING.
3. THE CONTRACTOR SHALL FIELD VERIFY CONDITIONS PRIOR TO STARTING CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. CONFLICTS INVOLVING PUBLIC WATER, SANITARY SEWER, AND STORM DRAINAGE CONSTRUCTION SHALL BE RESOLVED TO THE SATISFACTION OF THE TOWN OF GARNER.
4. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE TOWN OF HOLLY SPRINGS AND NCDOT STANDARDS AND SPECIFICATIONS.
5. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
6. PLAN IS SUBJECT TO REVISIONS DURING THE CONSTRUCTION DRAWING PROCESS.
7. ALL JURISDICTIONAL STREAMS AND WETLANDS DELINEATED AND LOCATED WITH GPS BY SAGE ECOLOGICAL SERVICES.
8. ALL BUILDING FOOTPRINTS PROVIDED BY CHET VAN FOSSEN, ARCHITECT.
9. H/C RAMPS AND PARKING SPACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA STANDARDS.
10. THE CONTRACTOR IS RESPONSIBLE FOR INVESTIGATING SOIL CONDITIONS ON SITE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY UNSUITABLE MATERIAL UPON FIRST CONTACT.
11. ALL PERMANENT AND TEMPORARY SIGNAGE REQUIRES AN APPROVED SIGN PERMIT PRIOR TO INSTALLATION. SIGNAGE IS A SEPARATE SUBMITTAL, REVIEW, AND APPROVAL PRICESS BY THE PLANNING DEPARTMENT. SIGNAGE FOR THIS SITE MUST COMPLY WITH THE TOWN OF HOLLY SPRINGS.
12. ALL WATER AND SANITARY SEWER ON THIS SITE SHALL BE PUBLIC.
13. ALL STREETS SHALL BE PRIVATE.
14. THE PROJECT SHALL CONTAIN THE REQUIRED MINIMUM AMOUNT OF COMMERCIAL AND RESIDENTIAL USES WITHIN SIX (6) YEARS OF THE FIRST CERTIFICATION ISSUED. STAFF WILL RECOMMEND THAT AS A CONDITION OF APPROVAL, BUILDINGS A AND B MUST BE THE FIRST BUILDING CONSTRUCTED.
15. A FEE IN LIEU OF LAND DEDICATION WILL BE REQUIRED PRIOR TO RECORDING OF RESIDENTIAL LOTS OR BUILDING PERMIT APPLICATION, WHICHEVER COMES FIRST. THE PER UNIT FEE WILL BE BASED ON THE RATE AT TIME OF FEE PAYMENT.
16. ALL PARKING AND LOADING AREAS SHALL HAVE WHITE STRIPING. (NCGS 136-30)

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

THIS DRAWING IS THE PROPERTY OF:
Spaulding & Norris, PA
and is not to be reproduced or copied in whole or in part without permission from Spaulding & Norris, PA. This drawing is not to be used on any other project and is to be returned to Spaulding & Norris, PA, upon request.

DRAWING / SHEET
C-5.4

PROJECT NUMBER
835-16

F:\835 - 850 Projects\835-16 Sunset Lake Mixed Use (Peterson)\Construction Plans\835-16-C0501.dwg, Jul 23, 2020 - 8:44pm, BY:User4

L-2

L-3

L-4

L-5

N1 N2 N3 N4 N5 N6 N7 N8 N9

N10 N11

E1 E2 E3 E4 E5 E6 E7 E8 E9

W1 W2 W3 W4 W5

SW1 SW2 SW3 SW4 SW5 SW6 SW7 SW8 SW9

S1 S2 S3 S4 S5

WW1

MATCH LINE - SEE L-4
MATCH LINE - SEE L-2

MATCH LINE - SEE L-5
MATCH LINE - SEE L-3

MATCH LINE - SEE L-3
MATCH LINE - SEE L-2

MATCH LINE - SEE L-5
MATCH LINE - SEE L-4

SUNSET LAKE ROAD

PHASE 1
PHASE 2

20.0' C-75 BUFFER YARD (TYP)

STORMWATER WETLAND
(SEE SHEET C-3.1)

FENCED DOG RUN

SEE SHEETS
L-2 - L-8
FOR PLANT LABELS
AND CALCULATIONS

GENERAL NOTES:
1. All sod to be Rebel Fescue IV, Turf Gem, Lesco or equal.
2. All seed to be Rebel Rescue IV, Turf Gem, Lesco or equal @ 6 lbs. per 1,000 s.f.
3. All mulch shall be double ground pine bark mulch to a depth of 4".
4. Plant material on this site must be installed in conformance with the general planting notes and details on this plan, and the Holly Springs UDO.
5. Please see sheet L-3 for tree and shrub planting detail and notes.
6. Owner shall be responsible for the maintenance of all required landscaping by keeping lawns mowed, all plants maintained as disease free, all planting beds groomed and kept weed free, and kept free from trash, debris, and other objectionable materials.
7. Owner shall be responsible for the replacement of any required planting, which is removed or dies after the date of planting. Such replacement shall occur during the next planting season.

N
W E
S

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.

TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA
No. C-551
REGISTERED LANDSCAPE ARCHITECTURE
TMTLA LAND DESIGN, PLLC
DBA TMTLA ASSOCIATES

NORTH CAROLINA
REGISTERED LANDSCAPE ARCHITECT
7/21/2020
1706
PAMELA M. PORTER

811
Know what's below.
Call before you dig.

REVISIONS:
~~7/9/17~~ 2020 REVISED PER TOWN COMMENTS
1/30/17 – REVISED PER TOWN COMMENTS
3/20/17 – REVISED PER TOWN COMMENTS
4/10/17 – REVISED PER TOWN COMMENTS
5/1/17 – REVISED PER TOWN COMMENTS
5/15/17 – REVISED PER TOWN COMMENTS
9/29/17 – REVISED PER TOWN COMMENTS
2/15/19 – PLAN MODIFICATION
3/20/19 – PLAN MOD.
4/18/19 – PLAN MOD.
8/9/19 – PLAN MOD.
4/8/20 – PLAN MOD.

LANDSCAPE PLAN
Sunset Lake Mixed Use
Holly Springs, NC

SCALE: 1"=50'
DRAWN BY: J.M.L.
PROJECT # 16116
DATE: 11/14/16

SHEET L-1 OF



CALCULATIONS, PLANT LIST, AND DETAILS ON L-6, L-7, & L-8.

GENERAL NOTES:

1. All sod to be Rebel Fescue IV, Turf Gem, Lesco or equal.
2. All seed to be Rebel Rescue IV, Turf Gem, Lesco or equal @ 6 lbs. per 1,000 s.f.
3. All mulch shall be double ground pine bark mulch to a depth of 4".
4. Plant material on this site must be installed in conformance with the general planting notes and details on this plan, and the Holly Springs UDO.
5. Please see sheet L-8 for tree and shrub planting detail and notes.
6. Owner shall be responsible for the maintenance of all required landscaping by keeping lawns mowed, all plants maintained as disease free, all planting beds groomed and kept weed free, and kept free from trash, debris, and other objectionable materials.
7. Owner shall be responsible for the replacement of any required planting, which is removed or dies after the date of planting. Such replacement shall occur during the next planting season.
8. Plants are permitted to be located in a private drainage easement. If maintenance in the easement requires removal of any plant material that plant material must be replaced.

ALL CONSTRUCTION MUST CONFORM TO THE UNDERGROUND UTILITY PROTECTION ACT
BEFORE YOU DIG! CONTACT ONE-CALL CENTER 1-800-632-4949





TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. C-551 POWERLAND DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 7/21/2020 1706 PAMELA M. PORTER

811 Know what's below. Call before you dig.

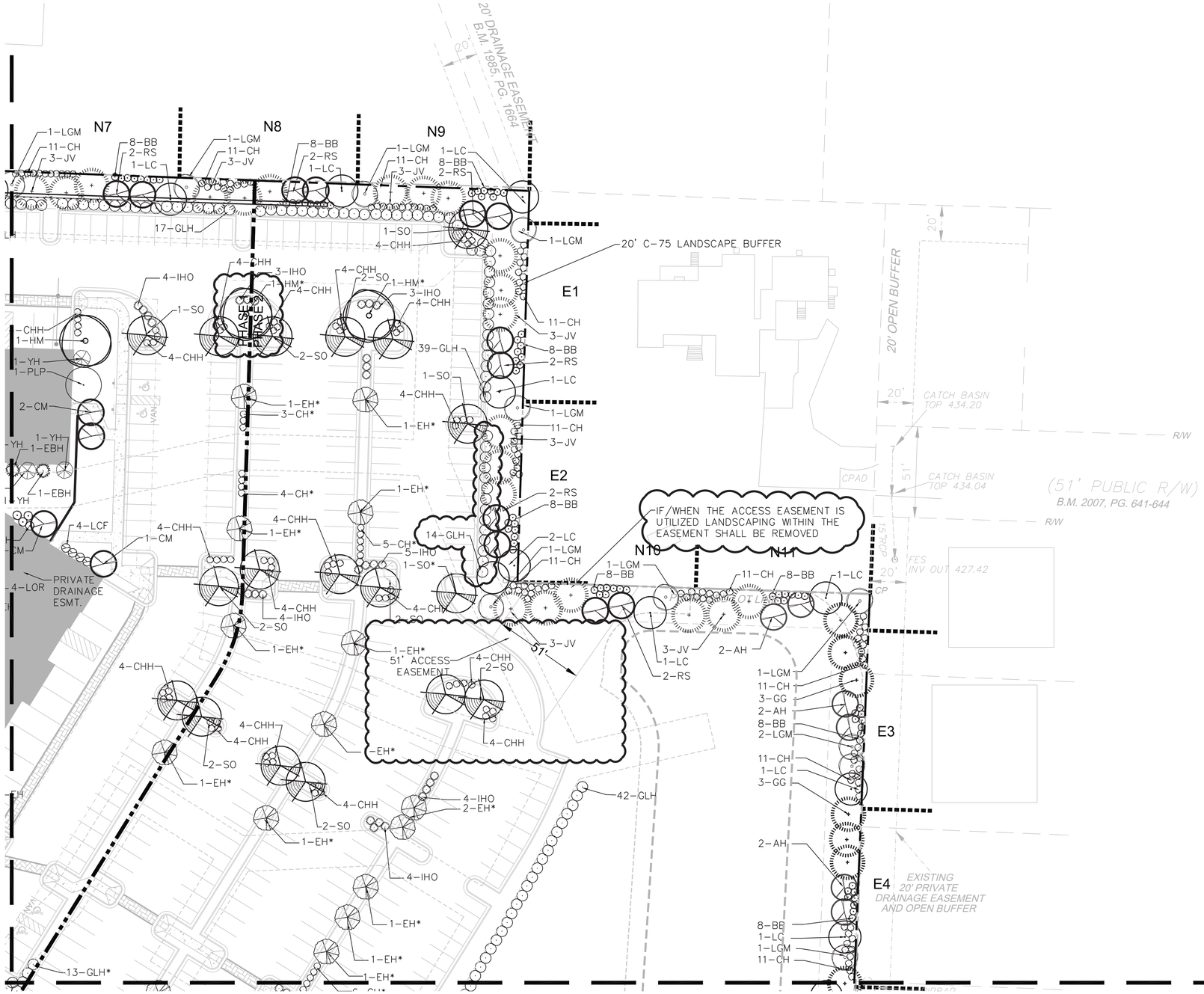
REVISIONS:

~~1/9/17~~ 2020 REVISED PER TOWN COMMENTS
1/30/17 – REVISED PER TOWN COMMENTS
3/20/17 – REVISED PER TOWN COMMENTS
4/10/17 – REVISED PER TOWN COMMENTS
5/1/17 – REVISED PER TOWN COMMENTS
5/15/17 – REVISED PER TOWN COMMENTS
9/29/17 – REVISED PER TOWN COMMENTS
2/15/19 – PLAN MODIFICATION
3/20/19 – PLAN MOD.
4/18/19 – PLAN MOD.
8/9/19 – PLAN MOD.

LANDSCAPE PLAN
Sunset Lake Mixed Use
Holly Springs, NC

SCALE: 1"=40'
DRAWN BY: J.M.L.
PROJECT # 16116
DATE: 11/14/16

SHEET L-2 OF



MATCH LINE - SEE L-5

CALCULATIONS, PLANT LIST, AND DETAILS ON L-6, L-7, & L-8.

GENERAL NOTES:

1. All sod to be Rebel Fescue IV, Turf Gem, Lesco or equal.
2. All seed to be Rebel Rescue IV, Turf Gem, Lesco or equal @ 6 lbs. per 1,000 s.f.
3. All mulch shall be double ground pine bark mulch to a depth of 4".
4. Plant material on this site must be installed in conformance with the general planting notes and details on this plan, and the Holly Springs UDO.
5. Please see sheet L-8 for tree and shrub planting detail and notes.
6. Owner shall be responsible for the maintenance of all required landscaping by keeping lawns mowed, all plants maintained as disease free, all planting beds groomed and kept weed free, and kept free from trash, debris, and other objectionable materials.
7. Owner shall be responsible for the replacement of any required planting, which is removed or dies after the date of planting. Such replacement shall occur during the next planting season.
8. Plants are permitted to be located in a private drainage easement. If maintenance in the easement requires removal of any plant material that plant material must be replaced.

N

W E

S

ALL CONSTRUCTION MUST CONFORM TO THE UNDERGROUND UTILITY PROTECTION ACT

BEFORE YOU DIG!
CONTACT ONE-CALL CENTER
1-800-632-4949







TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. C-551 PAMELA M. PORTER POWERLAND DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 7/21/2020 1706 PAMELA M. PORTER

Know what's below. Call before you dig.

REVISIONS:

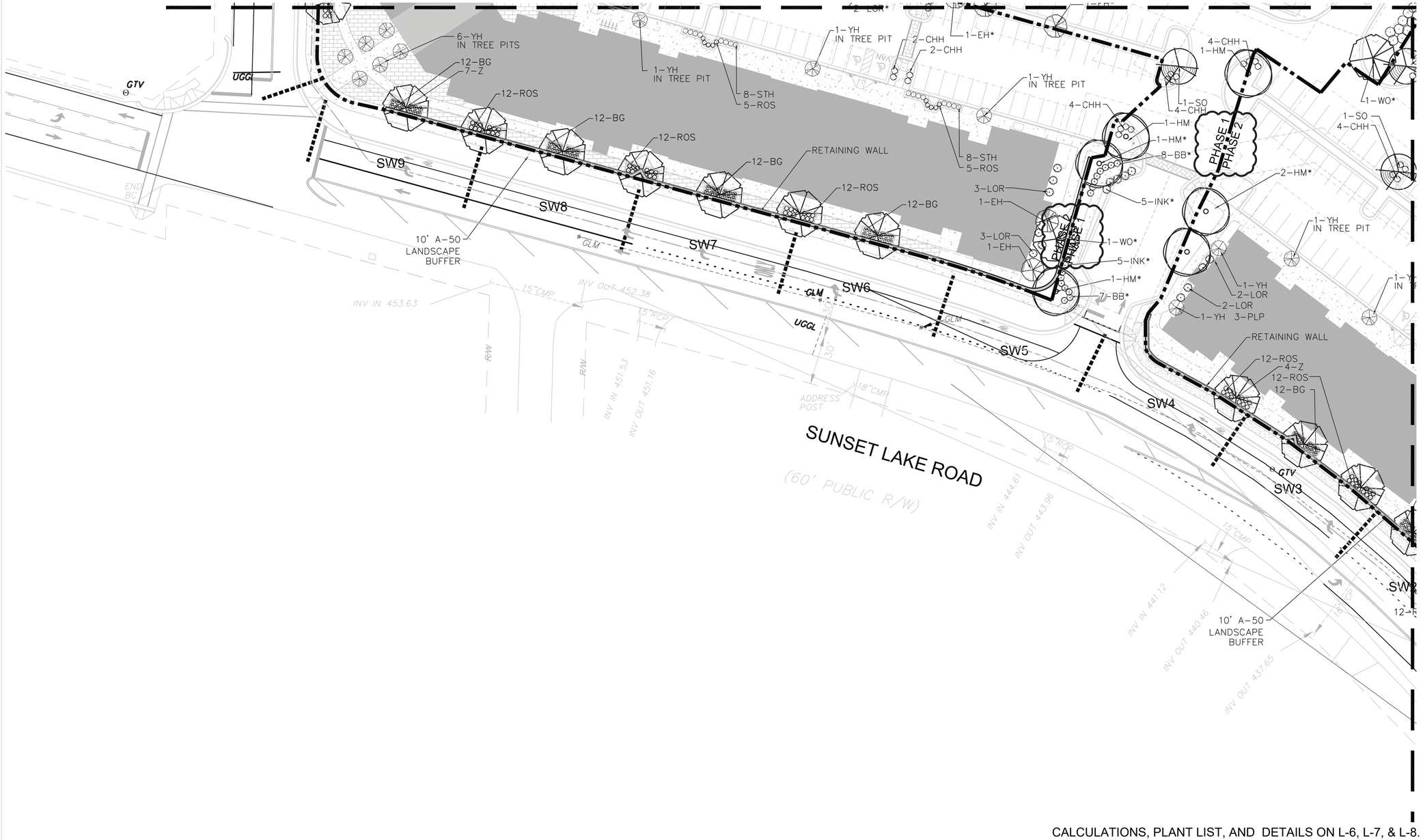
7/9/20 7/21/2020 REVISED PER TOWN COMMENTS
1/30/17 – REVISED PER TOWN COMMENTS
3/20/17 – REVISED PER TOWN COMMENTS
4/10/17 – REVISED PER TOWN COMMENTS
5/1/17 – REVISED PER TOWN COMMENTS
5/15/17 – REVISED PER TOWN COMMENTS
9/29/17 – REVISED PER TOWN COMMENTS
2/15/19 – PLAN MODIFICATION
3/20/19 – PLAN MOD.
4/18/19 – PLAN MOD.
8/9/19 – PLAN MOD.
3/10/20 – PLAN MOD.
4/8/20 – PLAN MOD.

LANDSCAPE PLAN
Sunset Lake Mixed Use
Holly Springs, NC

SCALE: 1"=40'
DRAWN BY: J.M.L.
PROJECT # 16116
DATE: 11/14/16

SHEET L-3 OF

MATCH LINE - SEE L-2



MATCH LINE - SEE L-5

CALCULATIONS, PLANT LIST, AND DETAILS ON L-6, L-7, & L-8.

GENERAL NOTES:

1. All sod to be Rebel Fescue IV, Turf Gem, Lesco or equal.
2. All seed to be Rebel Rescue IV, Turf Gem, Lesco or equal @ 6 lbs. per 1,000 s.f.
3. All mulch shall be double ground pine bark mulch to a depth of 4".
4. Plant material on this site must be installed in conformance with the general planting notes and details on this plan, and the Holly Springs UDO.
5. Please see sheet L-8 for tree and shrub planting detail and notes.
6. Owner shall be responsible for the maintenance of all required landscaping by keeping lawns mowed, all plants maintained as disease free, all planting beds groomed and kept weed free, and kept free from trash, debris, and other objectionable materials.
7. Owner shall be responsible for the replacement of any required planting, which is removed or dies after the date of planting. Such replacement shall occur during the next planting season.
8. Plants are permitted to be located in a private drainage easement. If maintenance in the easement requires removal of any plant material that plant material must be replaced.

N W E S

ALL CONSTRUCTION MUST CONFORM TO THE UNDERGROUND UTILITY PROTECTION ACT
BEFORE YOU DIG!
CONTACT ONE-CALL CENTER
1-800-632-4949





TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p.: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA No. C-551 REGISTERED LANDSCAPE ARCHITECTURAL DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 7/21/2020 1706 PAMELA M. PORTER

811 Know what's below. Call before you dig.

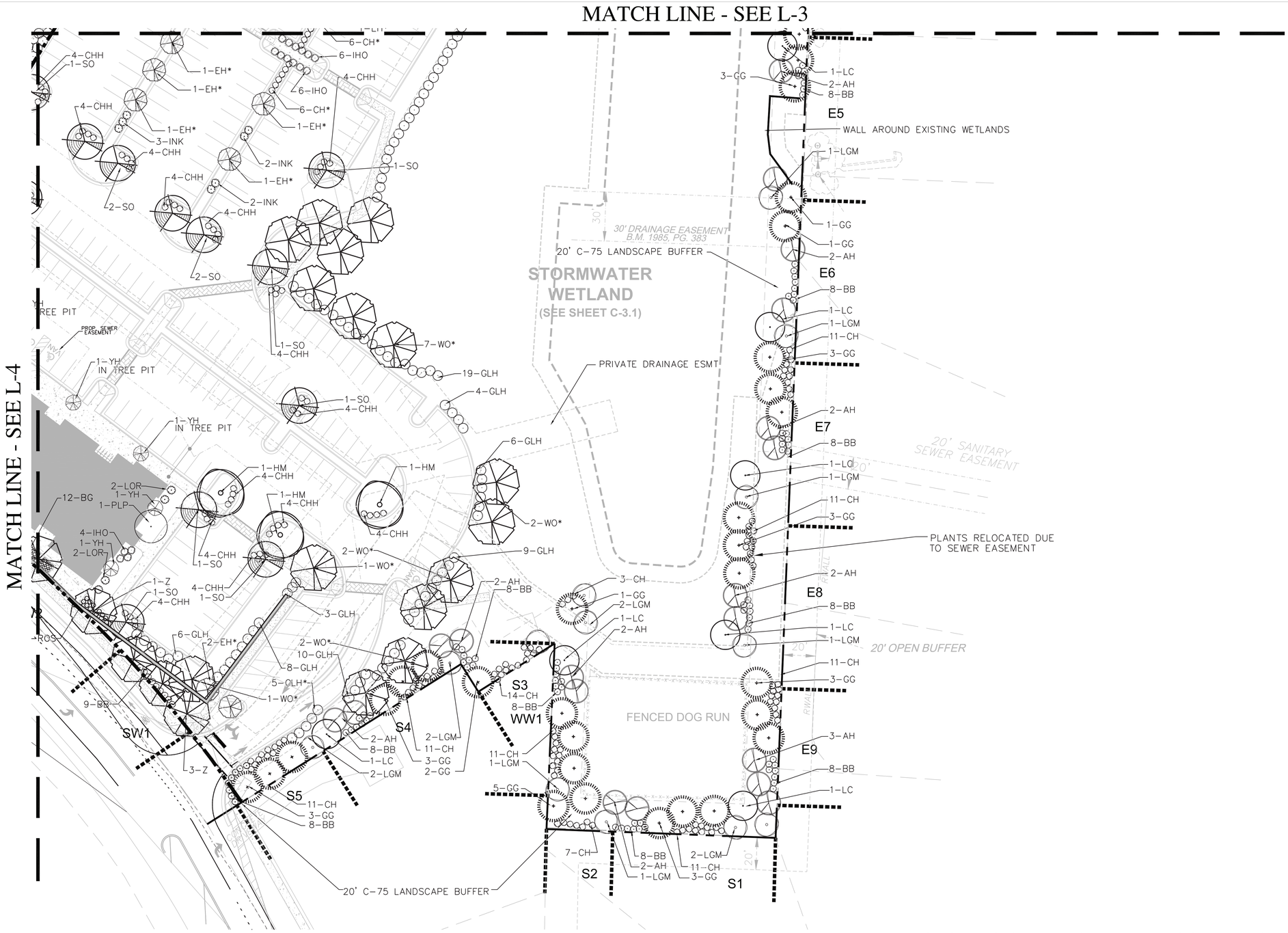
REVISIONS:

~~1/24/17~~ 2020 REVISED PER TOWN COMMENTS
1/30/17 – REVISED PER TOWN COMMENTS
3/20/17 – REVISED PER TOWN COMMENTS
4/10/17 – REVISED PER TOWN COMMENTS
5/1/17 – REVISED PER TOWN COMMENTS
5/15/17 – REVISED PER TOWN COMMENTS
9/29/17 – REVISED PER TOWN COMMENTS
2/15/19 – PLAN MODIFICATION
3/20/19 – PLAN MOD.
4/18/19 – PLAN MOD.
8/9/19 – PLAN MOD.

LANDSCAPE PLAN
Sunset Lake Mixed Use
Holly Springs, NC

SCALE: 1"=40'
DRAWN BY: J.M.L.
PROJECT # 16116
DATE: 11/14/16

SHEET L-4 OF



GENERAL NOTES:

1. All sod to be Rebel Fescue IV, Turf Gem, Lesco or equal.
2. All seed to be Rebel Rescue IV, Turf Gem, Lesco or equal @ 6 lbs. per 1,000 s.f.
3. All mulch shall be double ground pine bark mulch to a depth of 4".
4. Plant material on this site must be installed in conformance with the general planting notes and details on this plan, and the Holly Springs UDO.
5. Please see sheet L-8 for tree and shrub planting detail and notes.
6. Owner shall be responsible for the maintenance of all required landscaping by keeping lawns mowed, all plants maintained as disease free, all planting beds groomed and kept weed free, and kept free from trash, debris, and other objectionable materials.
7. Owner shall be responsible for the replacement of any required planting, which is removed or dies after the date of planting. Such replacement shall occur during the next planting season.
8. Plants are permitted to be located in a private drainage easement. If maintenance in the easement requires removal of any plant material that plant material must be replaced.

CALCULATIONS, PLANT LIST, AND DETAILS ON L-6, L-7, & L-8.

N W E S

ALL CONSTRUCTION MUST CONFORM TO THE UNDERGROUND UTILITY PROTECTION ACT
BEFORE YOU DIG! CONTACT ONE-CALL CENTER 1-800-632-4949





TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA No. C-551 REGISTERED LANDSCAPE ARCHITECTURAL DESIGN, PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 7/21/2020 1706 PAMELA M. PORTER

Know what's **below.** **Call** before you dig.

REVISIONS:

7/21/2020 REVISED PER TOWN COMMENTS
1/30/17 – REVISED PER TOWN COMMENTS
3/20/17 – REVISED PER TOWN COMMENTS
4/10/17 – REVISED PER TOWN COMMENTS
5/1/17 – REVISED PER TOWN COMMENTS
5/15/17 – REVISED PER TOWN COMMENTS
9/29/17 – REVISED PER TOWN COMMENTS
2/15/19 – PLAN MODIFICATION
3/20/19 – PLAN MOD.
4/18/19 – PLAN MOD.
8/9/19 – PLAN MOD.

LANDSCAPE PLAN
Sunset Lake Mixed Use
Holly Springs, NC

SCALE: 1"=40'
DRAWN BY: J.M.L.
PROJECT # 16116
DATE: 11/14/16

SHEET L-5 OF

FOUNDATION LANDSCAPING - POOL DECK			
NORTH ELEVATION			
REQUIRED AREA	144 L.F. X 2 = 288 S.F.		
PROVIDED AREA	288 S.F.		
PUV REQUIRED	144 L.F. X 20 POINTS PER 100 FEET =		29
PUV PROVIDED	2 LG. EVE. TREE AT 2 1/2" CAL.	(8.0 POINT)	16
PUV PROVIDED	1 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	5
PUV PROVIDED	8 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	8
	TOTAL PUV PROVIDED		29
WEST ELEVATION			
REQUIRED AREA	102 L.F. X 2 = 204 S.F.		
PROVIDED AREA	204 S.F.		
PUV REQUIRED	102 L.F. X 20 POINTS PER 100 FEET =		20
PUV PROVIDED	2 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	10
PUV PROVIDED	10 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	10
	TOTAL PUV PROVIDED		20
EAST ELEVATION			
REQUIRED AREA	77 L.F. X 2 = 154 S.F.		
PROVIDED AREA	154 S.F.		
PUV REQUIRED	77 L.F. X 20 POINTS PER 100 FEET =		15
PUV PROVIDED	2 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	10
PUV PROVIDED	5 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	5
	TOTAL PUV PROVIDED		15

FOUNDATION LANDSCAPING - CLUBHOUSE			
SOUTH ELEVATION			
REQUIRED AREA	114 L.F. X 2 = 228 S.F.		
PROVIDED AREA	228 S.F.		
PUV REQUIRED	114 L.F. X 20 POINTS PER 100 FEET =		23
PUV PROVIDED	2 LG. EVE. TREE AT 2 1/2" CAL.	(8.0 POINT)	16
PUV PROVIDED	4 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	4
PUV PROVIDED	6 SMALL SHRUBS AT 24" HT.	(0.5 POINT)	3
	TOTAL PUV PROVIDED		23
WEST ELEVATION *			
REQUIRED AREA	43 L.F. X 2 = 86 S.F.		
PROVIDED AREA	86 S.F.		
PUV REQUIRED	43 L.F. X 20 POINTS PER 100 FEET =		9
PUV PROVIDED	1 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	5
PUV PROVIDED	4 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	4
	TOTAL PUV PROVIDED		9
EAST ELEVATION *			
REQUIRED AREA	63 L.F. X 2 = 126 S.F.		
PROVIDED AREA	126 S.F.		
PUV REQUIRED	63 L.F. X 20 POINTS PER 100 FEET =		13
PUV PROVIDED	1 LG. EVE. TREE AT 2 1/2" CAL.	(8.0 POINT)	8
PUV PROVIDED	5 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	5
	TOTAL PUV PROVIDED		13

FOUNDATION LANDSCAPING - BUILDING 1			
NORTH ELEVATION			
REQUIRED AREA	70 L.F. X 2 = 140 S.F.		
PROVIDED AREA	140 S.F.		
PUV REQUIRED	70 L.F. X 20 POINTS PER 100 FEET =		14
PUV PROVIDED	2 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	10
PUV PROVIDED	8 SMALL SHRUBS AT 24" HT.	(0.5 POINT)	4
	TOTAL PUV PROVIDED		14
SOUTH ELEVATION			
REQUIRED AREA	70 L.F. X 2 = 140 S.F.		
PROVIDED AREA	140 S.F.		
PUV REQUIRED	70 L.F. X 20 POINTS PER 100 FEET =		14
PUV PROVIDED	2 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	10
PUV PROVIDED	8 SMALL SHRUBS AT 24" HT.	(0.5 POINT)	4
	TOTAL PUV PROVIDED		14
EAST ELEVATION *			
REQUIRED AREA	221 L.F. X 2 = 442 S.F.		
PROVIDED AREA	442 S.F.		
PUV REQUIRED	221 L.F. X 20 POINTS PER 100 FEET =		44
PUV PROVIDED	1 LG. EVE. TREE AT 12' HT.	(8.0 POINT)	8
PUV PROVIDED	3 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	15
PUV PROVIDED	12 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	12
PUV PROVIDED	18 SMALL SHRUBS AT 24" HT.	(0.5 POINT)	9
	TOTAL PUV PROVIDED		44
WEST ELEVATION			
REQUIRED AREA	221 L.F. X 2 = 442 S.F.		
PROVIDED AREA	442 S.F.		
PUV REQUIRED	221 L.F. X 20 POINTS PER 100 FEET =		44
PUV PROVIDED	2 LG. EVE. TREE AT 12' HT.	(8.0 POINT)	16
PUV PROVIDED	3 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	15
PUV PROVIDED	10 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	10
PUV PROVIDED	6 SMALL SHRUBS AT 24" HT.	(0.5 POINT)	3
	TOTAL PUV PROVIDED		44

*** See alternate landscape letter.**

FOUNDATION LANDSCAPING - BUILDING 2			
NORTH ELEVATION *			
REQUIRED AREA	207 L.F. X 2 = 414 S.F.		
PROVIDED AREA	414 S.F.		
PUV REQUIRED	207 L.F. X 20 POINTS PER 100 FEET =		41
PUV PROVIDED	2 LG. EVE. TREE AT 12' HT.	(8.0 POINT)	16
PUV PROVIDED	3 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	15
PUV PROVIDED	10 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	10
PUV PROVIDED	0 SMALL SHRUBS AT 24" HT.	(0.5 POINT)	0
	TOTAL PUV PROVIDED		41
SOUTH ELEVATION			
REQUIRED AREA	207 L.F. X 2 = 414 S.F.		
PROVIDED AREA	414 S.F.		
PUV REQUIRED	207 L.F. X 20 POINTS PER 100 FEET =		41
PUV PROVIDED	4 LG. EVE. TREE AT 12' HT.	(8.0 POINT)	32
PUV PROVIDED	1 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	5
PUV PROVIDED	4 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	4
	TOTAL PUV PROVIDED		41
EAST ELEVATION			
REQUIRED AREA	65 L.F. X 2 = 130 S.F.		
PROVIDED AREA	130 S.F.		
PUV REQUIRED	65 L.F. X 20 POINTS PER 100 FEET =		13
PUV PROVIDED	1 LG. EVE. TREE AT 12' HT.	(8.0 POINT)	8
PUV PROVIDED	1 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	5
	TOTAL PUV PROVIDED		13
WEST ELEVATION			
REQUIRED AREA	65 L.F. X 2 = 130 S.F.		
PROVIDED AREA	130 S.F.		
PUV REQUIRED	65 L.F. X 20 POINTS PER 100 FEET =		13
PUV PROVIDED	2 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	10
PUV PROVIDED	3 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	3
	TOTAL PUV PROVIDED		13

*** See alternate landscape letter.**

FOUNDATION LANDSCAPING - BUILDING 3			
NORTH ELEVATION			
REQUIRED AREA	188 L.F. X 2 = 376 S.F.		
PROVIDED AREA	376 S.F.		
PUV REQUIRED	188 L.F. X 20 POINTS PER 100 FEET =		38
PUV PROVIDED	2 LG. EVE. TREE AT 12' HT.	(8.0 POINT)	16
PUV PROVIDED	3 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	15
PUV PROVIDED	7 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	7
	TOTAL PUV PROVIDED		38
SOUTH ELEVATION			
REQUIRED AREA	73 L.F. X 2 = 146 S.F.		
PROVIDED AREA	146 S.F.		
PUV REQUIRED	73 L.F. X 20 POINTS PER 100 FEET =		15
PUV PROVIDED	1 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	5
PUV PROVIDED	4 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	4
PUV PROVIDED	12 SMALL SHRUBS AT 24" HT.	(0.5 POINT)	6
	TOTAL PUV PROVIDED		15
EAST ELEVATION			
REQUIRED AREA	377 L.F. X 2 = 754 S.F.		
PROVIDED AREA	754 S.F.		
PUV REQUIRED	377 L.F. X 20 POINTS PER 100 FEET =		75
PUV PROVIDED	3 LG. DEC. TREE AT 2 1/2" CAL.	(8.0 POINT)	24
PUV PROVIDED	8 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	40
PUV PROVIDED	11 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	11
	TOTAL PUV PROVIDED		75
WEST ELEVATION			
REQUIRED AREA	160 L.F. X 2 = 320 S.F.		
PROVIDED AREA	320 S.F.		
PUV REQUIRED	160 L.F. X 20 POINTS PER 100 FEET =		32
PUV PROVIDED	2 LG. EVE. TREE AT 12' HT.	(8.0 POINT)	16
PUV PROVIDED	8 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	8
PUV PROVIDED	16 SMALL SHRUBS AT 24" HT.	(0.5 POINT)	8
PUV PROVIDED	0 SMALL SHRUBS AT 18" HT.	(0.25 POINT)	0
	TOTAL PUV PROVIDED		32

FOUNDATION LANDSCAPING - BUILDING 4			
NORTH ELEVATION			
REQUIRED AREA	73 L.F. X 2 = 146 S.F.		
PROVIDED AREA	146 S.F.		
PUV REQUIRED	73 L.F. X 20 POINTS PER 100 FEET =		15
PUV PROVIDED	2 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	10
PUV PROVIDED	5 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	5
	TOTAL PUV PROVIDED		15
SOUTH ELEVATION			
REQUIRED AREA	73 L.F. X 2 = 146 S.F.		
PROVIDED AREA	146 S.F.		
PUV REQUIRED	73 L.F. X 20 POINTS PER 100 FEET =		15
PUV PROVIDED	2 LG. EVE. TREE AT 2 1/2" CAL.	(8.0 POINT)	16
	TOTAL PUV PROVIDED		16
EAST ELEVATION			
REQUIRED AREA	215 L.F. X 2 = 430 S.F.		
PROVIDED AREA	430 S.F.		
PUV REQUIRED	215 L.F. X 20 POINTS PER 100 FEET =		43
PUV PROVIDED	3 LG. EVE. TREE AT 2 1/2" CAL.	(8.0 POINT)	24
PUV PROVIDED	2 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	10
PUV PROVIDED	5 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	5
PUV PROVIDED	8 SMALL SHRUBS AT 24" HT.	(0.5 POINT)	4
	TOTAL PUV PROVIDED		43
WEST ELEVATION			
REQUIRED AREA	215 L.F. X 2 = 430 S.F.		
PROVIDED AREA	430 S.F.		
PUV REQUIRED	215 L.F. X 20 POINTS PER 100 FEET =		43
PUV PROVIDED	3 LG. EVE. TREE AT 2 1/2" CAL.	(8.0 POINT)	24
PUV PROVIDED	2 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	10
PUV PROVIDED	5 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	5
PUV PROVIDED	8 SMALL SHRUBS AT 24" HT.	(0.5 POINT)	4
	TOTAL PUV PROVIDED		43

FOUNDATION LANDSCAPING - BUILDING 5			
NORTH ELEVATION			
REQUIRED AREA	77 L.F. X 2 = 154 S.F.		
PROVIDED AREA	154 S.F.		
PUV REQUIRED	77 L.F. X 20 POINTS PER 100 FEET =		15
PUV PROVIDED	3 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	15
	TOTAL PUV PROVIDED		15
WEST ELEVATION *			
REQUIRED AREA	160 L.F. X 2 = 320 S.F.		
PROVIDED AREA	320 S.F.		
PUV REQUIRED	160 L.F. X 20 POINTS PER 100 FEET =		32
PUV PROVIDED	3 LG. EVE. TREE AT 2 1/2" CAL.	(8.0 POINT)	24
PUV PROVIDED	1 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	5
PUV PROVIDED	3 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	3
	TOTAL PUV PROVIDED		32
EAST ELEVATION *			
REQUIRED AREA	126 L.F. X 2 = 252 S.F.		
PROVIDED AREA	252 S.F.		
PUV REQUIRED	126 L.F. X 20 POINTS PER 100 FEET =		25
PUV PROVIDED	3 LG. EVE. TREE AT 2 1/2" CAL.	(8.0 POINT)	24
PUV PROVIDED	1 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	1
	TOTAL PUV PROVIDED		25

*** See alternate landscape letter.**

FOUNDATION LANDSCAPING - BUILDING 6			
NORTH ELEVATION *			
REQUIRED AREA	374 L.F. X 2 = 748 S.F.		
PROVIDED AREA	748 S.F.		
PUV REQUIRED	374 L.F. X 20 POINTS PER 100 FEET =		75
PUV PROVIDED	6 LG. EVE. TREE AT 2 1/2" CAL.	(8.0 POINT)	48
PUV PROVIDED	28 SMALL SHRUBS AT 18" HT.	(0.25 POINT)	7
PUV PROVIDED	4 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	20
PUV PROVIDED	1 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	1
	TOTAL PUV PROVIDED		76
SOUTH ELEVATION *			
REQUIRED AREA	411 L.F. X 2 = 822 S.F.		
PROVIDED AREA	822 S.F.		
PUV REQUIRED	400 L.F. X 20 POINTS PER 100 FEET =		80
PUV PROVIDED	6 LG. DEC. TREE AT 2 1/2" CAL.	(8.0 POINT)	48
PUV PROVIDED	3 LG. DEC. TREE AT 2 1/2" CAL.	(8.0 POINT)	24
PUV PROVIDED	8 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	8
	TOTAL PUV PROVIDED		80
EAST ELEVATION			
REQUIRED AREA	82 L.F. X 2 = 164 S.F.		
PROVIDED AREA	150 S.F.		
PUV REQUIRED	82 L.F. X 20 POINTS PER 100 FEET =		16
PUV PROVIDED	2 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	10
PUV PROVIDED	6 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	6
	TOTAL PUV PROVIDED		16

*** See alternate landscape letter.**

FOUNDATION LANDSCAPING - BUILDING 7			
NORTH ELEVATION *			
REQUIRED AREA	234 L.F. X 2 = 468 S.F.		
PROVIDED AREA	468 S.F.		
PUV REQUIRED	234 L.F. X 20 POINTS PER 100 FEET =		47
PUV PROVIDED	4 LG. EVE. TREE AT 2 1/2" CAL.	(8.0 POINT)	32
PUV PROVIDED	1 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	5
PUV PROVIDED	8 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	8
PUV PROVIDED	4 MEDIUM SHRUBS AT 24" HT.	(0.5 POINT)	2
	TOTAL PUV PROVIDED		47
SOUTH ELEVATION *			
REQUIRED AREA	234 L.F. X 2 = 468 S.F.		
PROVIDED AREA	468 S.F.		
PUV REQUIRED	234 L.F. X 20 POINTS PER 100 FEET =		47
PUV PROVIDED	6 LG. DEC. TREE AT 2 1/2" CAL.	(8.0 POINT)	48
	TOTAL PUV PROVIDED		48
EAST ELEVATION			
REQUIRED AREA	77 L.F. X 2 = 154 S.F.		
PROVIDED AREA	154 S.F.		
PUV REQUIRED	77 L.F. X 20 POINTS PER 100 FEET =		15
PUV PROVIDED	2 LG. EVE. TREE AT 2 1/2" CAL.	(8.0 POINT)	16
	TOTAL PUV PROVIDED		16
WEST ELEVATION			
REQUIRED AREA	77 L.F. X 2 = 154 S.F.		
PROVIDED AREA	154 S.F.		
PUV REQUIRED	77 L.F. X 20 POINTS PER 100 FEET =		15
PUV PROVIDED	2 LG. EVE. TREE AT 2 1/2" CAL.	(8.0 POINT)	16
	TOTAL PUV PROVIDED		16

*** See alternate landscape letter.**

KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QTY.	PUV	PUV Total	%	LOCATION	COMMENTS
DECIDUOUS TREES										
HM	Acer campestre	Hedge Maple	2 1/2"	B&B	24	8	192	11.23%	Parking Lot, Foundation, Buffer	
YH	Ilex vomitoria	Yaupon Holly	2 1/2"	B&B	50	8	400	23.41%	Tree Pits	Single Stem & Tree Form
Z	Zelkova serrata 'Village Green'	Village Green Zelkova	2 1/2"	B&B	25	8	200	11.70%	Tree Pits	Single Stem & Tree Form
SO	Quercus coccinea	Scarlet Oak	2 1/2"	B&B	38	8	304	17.79%	Parking Lot	
WO	Quercus phellos	Willow Oak	2 1/2"	B&B	26	8	208	12.17%	Street Tree	
EH	Ostrya virginiana	Eastern Hophornbeam	1 1/2"	B&B	47	5	235	13.75%	Parking Lot, Foundation	
PLP	Prunus cerasifera 'Thundercloud'	Purple Leaf Plum	1 1/2"	B&B	16	5	80	4.68%	Foundation, Buffer	1 1/2" per stem; 3 stem min.
CM	Lagerstroemia indica 'Natchez'	Crape Myrtle	1 1/2"	B&B	18	5	90	5.27%	Foundation, Buffer	1 1/2" per stem; 3 stem min.
						TOTAL	1709			
EVERGREEN TREES										
GG	Thuja plicata 'Green Giant'	Arborvitae	12' HT.	B&B	36	8	288	20.34%	Bufferyard	
JV	Juniperus virginiana	Eastern Redcedar	12' HT.	B&B	39	8	312	22.03%	Bufferyard	
AH	Ilex opaca 'Carnival'	American Holly	12' HT.	B&B	25	8	200	14.12%	Bufferyard	
RS	Picea rubens	Red Spruce	12' HT.	B&B	24	8	192	13.56%	Bufferyard	
LGM	Magnolia grandiflora "Little Gem	Little Gem Magnolia	12' HT.	B&B	30	8	240	16.95%	Bufferyard	
LC	Callitropsis x leylandii	Leyland Cypress	12' HT.	B&B	23	8	184	12.99%	Bufferyard	
						TOTAL	1416			
SHRUBS										
EBH	Ilex x 'Emily Bruner'	Emily Bruner Holly	36" HT.	Cont.	48	1	48	4.27%	Foundation	
CA	Camellia japonica 'Kramer's Supreme'	Camellia	36" HT.	Cont.	36	1	36	3.20%	Foundation	
CH	Ilex cornuta ' Fine Line'	Chinese Holly	36" HT.	Cont.	305	1	246	21.88%	Bufferyard	
LOR	Loropetalum chinensis vr. 'Pizzazz'	Pizzazz Loropetalum	36" HT.	Cont.	90	1	145	12.89%	Bufferyard, Foundation	
BB	Berberis thunbergii 'Rose Glow'	Barberry	36" HT.	Cont.	224	1	224	19.92%	Bufferyard	
INK	Ilex glabra 'Shamrock'	Inkberry	24" HT.	Cont.	17	0.5	8.5	0.76%	VUA Interior	
CHH	Ilex comuta 'Carissa'	Carissa Hollly	24" HT.	Cont.	318	0.5	159	14.14%	Foundation, Interior Parking	
GLH	Ilex crenata 'Green Luster'	Green Luster Holly	24" HT.	Cont.	331	0.5	165.5	14.72%	Foundation, Parking Lot Screen	
LCF	Loropetalum chinensis vr. 'Chang's Ruby'	Chang's Ruby Loropetalum	24" HT.	Cont.	14	0.5	7	0.62%	Foundation	
IHO	Rhaphiolepis indica 'Oliva'	Indian Hawthorne	24" HT.	Cont.	28	0.5	14	1.24%	Foundation, Parking Lot	
IH	Rhaphiolepis umbellata 'Snow White'	Snow White Indian Hawtorne	24" HT.	Cont.	42	0.5	21	1.87%	Foundation	
ROS	Rosa x 'Coral Drift	Shrub Rose	18" HT.	Cont.	118	0.25	29.5	2.62%	Foundation	
BG	Berberis thunbergii Bonanza Gold	Bonanza Gold Barberry	18" HT.	Cont.	84	0.25	21	1.87%	Foundation	
						TOTAL	1124.5			

INTERIOR PARKING LANDSCAPING		
TOTAL PARKING SPACES	=	77
INTERIOR PARKING ISLANDS REQUIRED	=	77
INTERIOR LANDSCAPE ISLANDS PROVIDED	=	97
INTERIOR LARGE DECIDUOUS TREES REQUIRED	=	77
INTERIOR LARGE DECIDUOUS TREES PROVIDED	=	80
INTERIOR EVERGREEN SHRUBS REQUIRED	=	322
INTERIOR EVERGREEN SHRUBS PROVIDED	=	322

Number of total parking spaces shown reflect the surface spaces (752 regular + 19 HC) provided as indicated on the site plan. It does not include the garage spaces.

ALL CONSTRUCTION MUST CONFORM TO UNDERGROUND UTILITY PROTECTION ACT

BEFORE YOU DIG!
CONTACT ONE-CALL CENTER
1-800-632-4949

GENERAL NOTES:

1. All sod to be Rebel Fescue IV, Turf Gem, Lesco or equal.
2. All seed to be Rebel Rescue IV, Turf Gem, Lesco or equal @ 6 lbs. per 1,000 s.f.
3. All mulch shall be double ground pine bark mulch to a depth of 4".
4. Plant material on this site must be installed in conformance with the general planting notes and details on this plan, and the Holly Springs UDO.
5. Please see sheet L-1 for tree and shrub planting detail and notes.
6. Owner shall be responsible for the maintenance of all required landscaping by keeping lawns mowed, all plants maintained as disease free, all planting beds groomed and kept weed free, and kept free from trash, debris, and other objectionable materials.
7. Owner shall be responsible for the replacement of any required planting, which is removed or dies after the date of planting. Such replacement shall occur during the next planting season.

TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p.: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. C-551 POWERLAND DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 7/21/2020 1706 PAMELA M. PORTER

811 Know what's **below.** **Call** before you dig.

REVISIONS:

7/29/2020 REVISED PER TOWN COMMENTS
1/30/17 – REVISED PER TOWN COMMENTS
3/20/17 – REVISED PER TOWN COMMENTS
4/10/17 – REVISED PER TOWN COMMENTS
5/1/17 – REVISED PER TOWN COMMENTS
5/15/17 – REVISED PER TOWN COMMENTS
9/29/17 – REVISED PER TOWN COMMENTS
2/15/19 – PLAN MODIFICATION
3/20/19 – PLAN MOD.
4/18/19 – PLAN MOD.
8/9/19 – PLAN MOD.

LANDSCAPE PLAN
Sunset Lake Mixed Use
Holly Springs, NC

SCALE: 1"=20'
DRAWN BY: J.M.L.
PROJECT # 16116
DATE: 11/14/16

SHEET L-6 OF

PERIMETER YARD LANDSCAPING NORTH		C 75			
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N1-N8 100'	7 Large evergreen trees at 12' Ht. 8 Points each	56	75	75%	Type C-75
	19 Large/Medium Shrubs at 36" Ht. 1 Points each	19		25%	Type C-75
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N9 98'	7 Large evergreen trees at 12' Ht. 8 Points each	56	75	75%	Type C-75 **73.5 REQUIRED**
	19 Large/Medium Shrubs at 36" Ht. 1 Points each	19		25%	Type C-75
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N10 100'	8 Large evergreen trees at 12' Ht. 8 Points each	64	83	77%	Type C-75
	19 Large/Medium Shrubs at 36" Ht. 1 Points each	19		25%	Type C-75
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N11 97'	7 Large evergreen trees at 12' Ht. 8 Points each	56	75	75%	Type C-75 **72.75 REQUIRED**
	19 Large/Medium Shrubs at 36" Ht. 1 Points each	19		25%	Type C-75

PERIMETER YARD LANDSCAPING EAST		C 75			
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
E1-E2 100'	7 Large evergreen trees at 12' Ht. 8 Points each	56	75	75%	Type C-75
	19 Large/Medium Shrubs at 36" Ht. 1 Points each	19		25%	Type C-75
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
E3-E8 100'	7 Large evergreen trees at 12' Ht. 8 Points each	56	75	75%	Type C-75
	19 Large/Medium Shrubs at 36" Ht. 1 Points each	19		25%	Type C-75
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
E9 71'	6 Large evergreen trees at 12' Ht. 8 Points each	48	63	76%	Type C-75 **53.25 REQUIRED**
	15 Large/Medium Shrubs at 36" Ht. 1 Points each	15		20%	Type C-75

PERIMETER YARD LANDSCAPING SOUTH		C 75			
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S1 & S4 100'	7 Large evergreen trees at 12' Ht. 8 Points each	56	75	75%	Type C-75
	19 Large/Medium Shrubs at 36" Ht. 1 Points each	19		25%	Type C-75
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S2 41'	3 Large evergreen trees at 12' Ht. 8 Points each	24	31	77%	Type C-75 **30.75 REQUIRED**
	7 Large/Medium Shrubs at 36" Ht. 1 Points each	7		23%	Type C-75
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S3 54'	4 Large evergreen trees at 12' Ht. 8 Points each	32	42	76%	Type C-75 **40.5 REQUIRED**
	10 Large/Medium Shrubs at 36" Ht. 1 Points each	10		24%	Type C-75
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S5 53'	4 Large evergreen trees at 12' Ht. 8 Points each	32	42	76%	Type C-75 **39.75 REQUIRED**
	15 Large/Medium Shrubs at 36" Ht. 1 Points each	10		24%	Type C-75

PERIMETER YARD LANDSCAPING WEST		C 75			
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
WW1 91'	7 Large evergreen trees at 12' Ht. 8 Points each	56	75	75%	Type C-75 **68.25 REQUIRED**
	19 Large/Medium Shrubs at 36" Ht. 1 Points each	19		25%	Type C-75

PERIMETER YARD LANDSCAPING SUNSET LAKE		A 50			
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
SW1 66'	3 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	24	33	73%	Type A-50 **33 REQUIRED**
	9 Small Shrubs at 36" Ht. 1 Points each	9		27%	Type A-50
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
SW2 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	50	32%	Type A-50
	24 Small Shrubs at 18" Ht. 0.25 Points each	6		12%	Type A-50
	2 Large Deciduous Tree at 2 1/2" Cal. 8 Points each	**16**		**32%**	**Type A-50**
	12 Large/Medium Shrubs at 36" Ht. 1 Points each	**12**		**24%**	**Type A-50**
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
SW3 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	50	32%	Type A-50
	24 Small Shrubs at 18" Ht. 0.25 Points each	6		12%	Type A-50
	2 Large Deciduous Tree at 2 1/2" Cal. 8 Points each	**16**		**32%**	**Type A-50**
	12 Large/Medium Shrubs at 36" Ht. 1 Points each	**12**		**24%**	**Type A-50**
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
SW4 82'	1 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	8	45	20%	Type A-50 **41 REQUIRED**
	24 Small Shrubs at 18" Ht. 0.25 Points each	6		15%	
	3 LargeDeciduous Trees at 2 1/2" Cal. 8 Points each	24		59%	Type A-50
	7 Large/Medium Shrubs at 36" Ht. 1 Points each	7		17%	Type A-50
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
SW5 75'	**8 Large/Medium Shrubs at 36" Ht. 1 Points each**	8	38	21%	Type A-50 **38 REQUIRED**
	2 Small Deciduous Trees at 1 1/2" Cal. 5 Points each	10		27%	Type A-50
	5 Small Shrubs at 24" Ht. 0.5 Points each	2.5		7%	Type A-50
	6 Small Shrubs at 18" Ht 0.25 Points each	1.5		4%	Type A-50
	2 Large Deciduous Tree at 2 1/2" Cal. 8 Points each	16		43%	Type A-50
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
SW6 100'	1 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	8	50	16%	Type A-50
	18 Small Shrubs at 18" Ht. 0.25 Points each	4.5		9%	Type A-50
	3 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	**24**		**48%**	**Type A-50**
	12 Large/Medium Shrubs at 36" Ht. 1 Points each	**12**		**24%**	**Type A-50**
	6 Small Shrubs at 18" Ht. 0.25 Points each	**1.5**		3%	Type A-50
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
SW7-SW8 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	50	32%	Type A-50
	24 Small Shrubs at 18" Ht. 0.25 Points each	6		12%	Type A-50
	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	**16**		**32%**	**Type A-50**
	12 Large/Medium Shrubs at 36" Ht. 1 Points each	**12**		**24%**	**Type A-50**
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
SW9 83'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	41.5	39%	Type A-50 **41.5 REQUIRED**
	18 Small Shrubs at 18" Ht. 0.25 Points each	4.5		11%	Type A-50
	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	**16**		**39%**	**Type A-50**
	5 Large/Medium Shrubs at 36" Ht. 1 Points each	**5**		**12%**	**Type A-50**

*** See alternate landscape letter. Plants in bold have been relocated due to space.**

PERIMETER YARD LANDSCAPING STEPHENSON		A 40			
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W1 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	38.5	40%	Type A-40
	18 Large/Medium Shrubs at 18" Ht. 0.25 Points each	4.5		11%	Type A-40
	10 Large/Medium Shrubs at 36" Ht. 1 Points each	**10**		**25%**	**Type A-40**
	1 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	**8**		**20%**	**Type A-40**
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W2 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	33.5	40%	Type A-40
	18 Small Shrubs at 18" Ht. 0.25 Points each	4.5		11%	Type A-40
	1 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	**8**		**20%**	**Type A-40**
	5 Small Shrubs at 36" Ht. 1 Points each	**5**		**13%**	**Type A-40**
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W3 100'	3 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	24	39	60%	Type A-40
	15 Large/Medium Shrubs at 36" Ht. 1 Points each	15		38%	Type A-40
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W4 100'	3 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	24	40	60%	Type A-40
	11 Large/Medium Shrubs at 36" Ht. 1 Points each	11		28%	Type A-40
	1 Small Deciduous Tree at 1 1/2" Cal. 5 Points each	**5**		**13%**	**Type A-40**
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W5 62'	1 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	8	25	32%	Type A-40 **25 REQUIRED**
	6 Large/Medium Shrubs at 36" Ht. 1 Points each	6		24%	Type A-40
	1 Large Deciduous Tree at 2 1/2" Cal. 8 Points each	**8**		**32%**	**Type A-40**
	3 Small Shrubs at 36" Ht. 1 Points each	**3**		**12%**	**Type A-40**
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W6 14'	**1 Large Deciduous Trees at 2 1/2" Cal. 8 Points each**	**8**	8	133%	Type A-40 **6 REQUIRED**

*** See alternate landscape letter. Plants in bold have been relocated due to space.**

ALL CONSTRUCTION MUST CONFORM TO THE UNDERGROUND UTILITY PROTECTION ACT

BEFORE YOU DIG!
CONTACT ONE-CALL CENTER
1-800-632-4949







TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA
No. C-551
PORTERLAND DESIGN PLLC
DBA TMTLA ASSOCIATES

NORTH CAROLINA
REGISTERED LANDSCAPE ARCHITECT
7/21/2020
1706
PAMELA M. PORTER

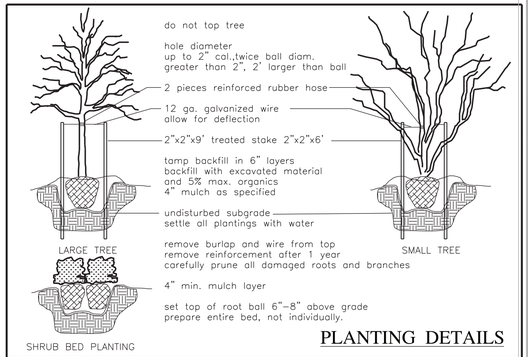
811
Know what's **below.**
Call before you dig.

REVISIONS:
~~7/9/2020~~ REVISED PER TOWN COMMENTS
1/30/17 – REVISED PER TOWN COMMENTS
3/20/17 – REVISED PER TOWN COMMENTS
4/10/17 – REVISED PER TOWN COMMENTS
5/1/17 – REVISED PER TOWN COMMENTS
5/15/17 – REVISED PER TOWN COMMENTS
9/29/17 – REVISED PER TOWN COMMENTS
2/15/19 – PLAN MODIFICATION
3/20/19 – PLAN MOD.
4/18/19 – PLAN MOD.
8/9/19 – PLAN MOD.

LANDSCAPE CALCULATIONS
Sunset Lake Mixed Use
Holly Springs, NC

SCALE: NTS
DRAWN BY: J.M.L.
PROJECT # 16116
DATE: 11/14/16

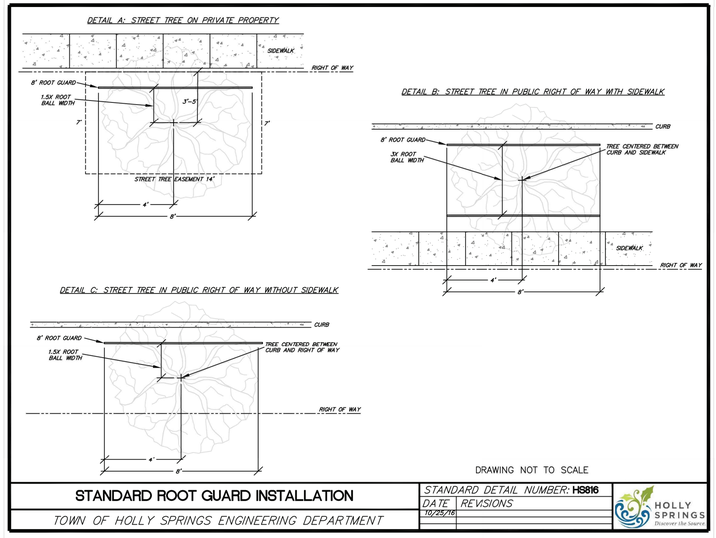
SHEET L-7 OF



PLANTING DETAILS

GENERAL PLANTING NOTES

1. VERIFICATION OF TOTAL QUANITIES AS SHOWN ON THE PLANT LIST SHALL BE THE RESPONSIBILITY OF THE PLANTING CONTRACTOR, AND THE TOTAL QUANITIES SHALL BE REQUIRED ON THE PLANTING PLAN.
2. ALL TREES, SHRUBS, AND BEDDING PLANTS SHALL CONFORM TO THE ACCEPTED STANDARDS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
3. ALL SAUCERS SHALL BE SOAKED WITH WATER AND MULCHED IMMEDIATELY FOLLOWING PLANTING.
4. SET TOP OF ROOT BALL 6"–8" ABOVE GRADE, PREPARE ENTIRE BED, NOT INDIVIDUALLY.
5. THE SIZE OF ALL ROOT BALLS SHALL CONFORM TO AAN STANDARDS.
6. FERTILIZE ALL PLANTS WITH AGRIFORM FERTILIZER TABLETS OR EQUAL TO BE APPLIED AT MANUFACTURERS RECCOMENDED RATE.
7. GUYING, IF NECESSARY, SHALL BE REMOVED AFTER ONE GROWING SEASON.
8. ALL ROOT BALLS REMOVED FROM CONTAINERS SHALL BE SCARIFIED PRIOR TO BACKFILLING.
9. ALL TREES HAVE BEEN LOCATED WITH RESPECT TO PROPOSED OR EXISTING FACILITIES OR STRUCTURES.
10. OWNERS SHALL MAINTAIN ALL PLANT BEDS AND PLANT MATERIAL IN GOOD HEALTH, AND ANY DEAD, UNHEALTHY OR MISSING PLANTS SHALL BE REPLACED WITH LOCALLY ADAPTED VEGETATION WHICH CONFORMS TO THE INITIAL PLANTING STANDARDS OF THE LANDSCAPE ORDINANCE.
11. REPORT ANY DESCREPANCIES TO THE PROJECT LANDSCAPE ARCHITECT.
12. SUBSTITUTIONS OR ALTERATIONS SHALL NOT BE MADE WITHOUT PRIOR WRITTEN NOTIFICATION OF THE PROJECT LANDSCAPE ARCHITECT AND THE TOWN OF HOLLY SPRINGS.
13. ALL PLANT MATERIAL SHALL BE OF SPECIMEN QUALITY.
14. ALL PLANT MATERIAL SHALL BE MAINTAINED IN PERPETUITY.



ALL CONSTRUCTION MUST CONFORM TO THE UNDERGROUND UTILITY PROTECTION ACT

BEFORE YOU DIG!
CONTACT ONE-CALL CENTER
1-800-632-4949







TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p.: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA
No. C-551
REGISTERED LANDSCAPE ARCHITECT
POWERLAND DESIGN PLLC
DBA TMTLA ASSOCIATES

NORTH CAROLINA
REGISTERED LANDSCAPE ARCHITECT
7/21/2020
1706
PAMELA M. PORTER

811
Know what's **below.**
Call before you dig.

REVISIONS:

7/21/2020	REVISED PER TOWN COMMENTS
1/30/17	– REVISED PER TOWN COMMENTS
3/20/17	– REVISED PER TOWN COMMENTS
4/10/17	– REVISED PER TOWN COMMENTS
5/1/17	– REVISED PER TOWN COMMENTS
5/15/17	– REVISED PER TOWN COMMENTS
9/29/17	– REVISED PER TOWN COMMENTS
2/15/19	– PLAN MODIFICATION
3/20/19	– PLAN MOD.
4/18/19	– PLAN MOD.
8/9/19	– PLAN MOD.

LANDSCAPE CALCULATIONS
Sunset Lake Mixed Use
Holly Springs, NC

SCALE: NTS
DRAWN BY: J.M.L.
PROJECT # 16116
DATE: 11/14/16

SHEET L-8 OF

THE TOWN OF
Holly Springs

Peterson Station Development Plan Amendment 16-DP-17-A03

Motion and Conditions of Approval:

Motion to approve / deny / defer Major Development Plan Amendment 16-DP-17-A03 for Peterson Station at Sunset Lake, as submitted by Spaulding & Norris, PA, project number 835-16. Dated revised 04/26/2019, with the following conditions:

1. All previous conditions of approval for *Peterson Station at Sunset Lake* shall apply to this amendment except for any condition that describes a fee or a fee-in-lieu to be paid shall now comply with the current amounts due pursuant to the town's current annual budget or as made or modified by any unexpired development agreement.
2. If/when the Public Access Easement for potential future connection stubbed to the McKinney Property is utilized, the landscaping within the easement shall be removed.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AGREEMENT REGARDING INFRASTRUCTURE CONSTRUCTION AND FEE REIMBURSEMENT

BY AND BETWEEN

PETERSON STATION DEVELOPER LLC
&
THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA

THIS AGREEMENT, made and entered into this ____day of ___, 2020, by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the "Town" and **PETERSON STATION DEVELOPER, LLC** hereafter referred to as the "Developer."

WITNESSETH:

WHEREAS, Developer owns certain unimproved lands located in Wake County, North Carolina and within the corporate limits of the Town of Holly Springs being commonly referred to as the following parcels which are subject to this Agreement (the "**Property**"):

See **Exhibit A** attached hereto and incorporated herein.

WHEREAS, the Developer wishes to develop the Property for residential and commercial purposes, containing 317 apartment units with surface parking, together with a clubhouse and swimming pool, and as well as 50,000 square feet of commercial, retail, and restaurant space, all as shown on a plan submitted to the Holly Springs Department of Planning and Zoning and approved by the Town Council on June 20, 2017, and Revised on November 19, 2019 , hereinafter, "Peterson Station Project" or "Development Project").

WHEREAS, the Developer is required to construct certain infrastructure improvements relative to the Development Project to enable the safe movement of traffic near the Development Project and to allow for the proper provision and planning of water and sewer for the residences of the Development Project and adjacent parcels.

WHEREAS, the parties of this Agreement desire to enter into this Agreement in order to fully set forth the terms and conditions as to the infrastructure improvement to be required of the Developer and the cost participation agreed to by the Town.

WHEREAS, the Town requires, pursuant to N.C.G.S. § 160A-372, the dedication and construction of streets and rights of way and other infrastructure and for the coordinated provision of utilities that will create conditions essential to public health, safety, and the general welfare.

WHEREAS, the parties wish to agree to provide a mechanism for compensating the Developer for the construction of water and sewer fixtures that reduce consumption.

WHERAS, the Developer has agreed to undertake certain additional transportation improvements ("Additional Transportation Improvements") that are in addition to those improvements needed for the Development Project, and the parties agree that in doing so the Town and the Developer shall share costs associated with these additional improvements in order to achieve costs savings to both parties for a larger scope of such improvements.

WHEREAS, the Town has enacted a subdivision control ordinance, pursuant to N.C.G.S. §160A-372 which provides for the orderly control of growth and development in the Town in general and on the Property.

WHEREAS, the Town is authorized pursuant to N.C.G.S § 160A-311 et. seq. to operate and does in fact operate a water enterprise and requires, pursuant to N.C.G.S. § 160A-317, the connection to the system by owners of developed lands located within the Town, for a cost set forth in the Town's annual budget.

WHEREAS, the Town is authorized to enter into this Agreement pursuant to N.C.G.S. § 160A-16, and may contract with the Developer to carry out the public purposes set forth herein pursuant to N.C.G.S. §160A-20.1 and the Town Council of Holly Springs has determined that it is in the best interests of its citizens to do so.

WHEREAS, the Town requires certain fees to be paid upon development of land and for the granting of a building permit, said fees being listed in the Town's annual budget, and the Developer (i) is familiar with these fees, (ii) does not dispute the reasonableness of these fees as set forth in Exhibit B; and (iii) notwithstanding any reimbursements discussed below, hereby agrees to timely pay all normal and customary fees applicable to Developer in connection with the Development Project as such fees are so listed in the current year annual budget of fees at the time the fee is due under the ordinary course of development.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Town and the Developer agree as follows:

ARTICLE I

1. **General Terms**: Subject to the conditions expressly set forth herein, all terms of this Agreement shall become enforceable upon signing of the Agreement by the Developer and ratification by the Town Council.

2. **Definitions**:
   a. Actual Construction Cost(s): The amount of costs incurred by Developer for construction of the Development Project upon final completion and approval by the Town, exclusive of any of the following costs: design fees, legal fees, administrative costs (including but not limited to profit and overhead) of the Developer, or any contingency. The amount of Actual Construct Costs for this Agreement expressly

includes direct land acquisition costs for Additional Transportation Improvements, and only those acquisition costs and no other land acquisition costs for any other Developer Work.

b. Additional Transportation Improvements: Those transportation improvements, to include acquisition of necessary rights of way, that are in addition to those originally required by the Development Project, which are herein after more specifically defined.
c. Applicable Parcels: The covenants contained in this Agreement shall apply to the Property as described on Schedule A attached hereto.
d. Approved Site Plan: PETERSON STATION, 16-DP-17-A02, Notice of Action dated November 19, 2019, approved by the Town of Holly Springs, North Carolina.
e. Construction Documentation: The following documentation is required to be supplied by Developer under this Agreement for any and all infrastructure and improvements that are to be dedicated to the Town for public maintenance: construction plans, as-built drawings (surveys, plats, or any other documentation or electronic file required by the Director of Engineering), operation & maintenance manuals (if any), invoices, payment confirmation, lien waivers of subcontractors, and engineer certifications.
f. Capacity Replacement Fees: Those water and sewer fees, named as such in the Town's adopted annual budget, which are calculated on a per Residential Unit basis, for Residential Units located in the Development Project not to exceed the Capacity Replacement Fees in in effect at the time the fee is due and owing the Town, a current schedule of which is attached hereto as **Exhibit B** and by this reference made a part hereof.
g. Commercial Unit(s) Such component of the Development Project that is separately permitted by the Town as a distinct use within the Developer's project, consisting of at least 50,000 net leasable square feet.
h. Developer's Work: Shall mean the design, installation and construction of infrastructure or improvements by Developer that are contemplated by this Agreement, which upon completion if so indicated are to be dedicated to the Town for public maintenance.
i. Development Project: Shall having the meaning as described in the 2nd recital above.
j. Off-Site: Any reference to infrastructure or land that is not contained in the Applicable Parcels.
k. Residential Unit(s): Shall mean each residential unit available for occupancy in the Development Project, limited to 317 units according to the Approved Site Plan.
l. Substantially Complete(d) or Substantial Completion: With regard to the Developer's Work, Substantially Complete(d) and Substantial Completion shall mean and refer to the condition occurring when the applicable portion of the Developer's Work required by the approved construction drawings has been completed as confirmed by the Town's (i) inspection of the Developer's Work; and (ii) review and approval of any dedication plat(s) related to the Developer's Work.

ARTICLE II
DEVELOPER'S DUTIES

1. Developer shall execute this agreement within seven (7) days of Town Council Approval and provide a five (5) year schedule of build out, updating each year as may be applicable.

Ownership of the Property is a condition precedent to any rights or duties under this Agreement. In the event that the Developer does not own the Property and or has not acquired the Off-site Easements (as hereinafter defined) within 90 days of the execution of this Agreement, this Agreement shall terminate and the Parties shall have no further duty towards each other or remedies under this Agreement.

2. The Developer shall construct at its expense all on-site infrastructure necessary to serve the Development Project in a manner consistent with reasonable and customary practices and according to plans and specifications approved by the Town and in accord with the Town's development standards. The Developer shall pay on a per- Unit basis, all development fees required by the Town in a time and manner required by the Town, unless otherwise provided in this Agreement.

3. Developer shall comply with all Town construction approvals issued by the Town, regardless of any language expressed in this Agreement. In the event of a conflict to a definition, a meaning, or an ordinal priority, the construction approval shall control.

4. **Description of Developer's Work**. For purposes of this Agreement, the following shall be referred to collectively as "**Developer's Work:**"

    a. Construction of Peterson Station, as described in the Approved Site Plan, which shall remain the private property of the Developer, or its successors and/or assigns. Particular to, and inclusive of, this definition is the Commercial Unit.
    b. On-site utility and transportation improvements. Developer shall design and construct all necessary Town infrastructure shown in the approved development plans that are located on property owned by the Developer. Certain components of this work shall be dedicated to the Town as described in the Approved Site Plan. This work shall not be subject to reimbursement by the Town. Without limitation, a description of the transportation improvements is as follows:
        i. Installation of a new traffic signal at Sunset Lake Road and Stephenson Road, according to plans and specifications of traffic signals by the Town of Holly Springs.
        ii. Turn lanes, medians (or fees in lieu for median construction) as shown on the approved construction plans).
        iii. All other improvements on the Transportation Improvement Analysis ("TIA").
    c. Plan-Required Off-site utility and transportation improvements. Developer shall design and construct all necessary Town infrastructure shown in the approved development plans that are located in existing or proposed Town or NCDOT easements or rights of way. This work and any necessary easements or rights of way shall be dedicated to the Town as described in the Approved Site Plan.

ARTICLE III

PHASING OF DEVELOPMENT

1. An existing condition of development, as listed on the second paragraph "2" of page 3 of the Notice of Action dated (undated), attached hereto as Exhibit B, requires the Developer to construct buildings 6 & 7 first, before any other buildings. The Town hereby agrees to the following modifications to that condition:
    a. Developer shall be allowed to pull residential building permits on 182 Residential Units ("Phase 1 Permits"), in accordance with approved plans, so long as the all of the Developer's Work is completed with the exception of: (i) the construction of the Commercial Units and (2) the new traffic signal.
    b. Phase 1 Permits shall be issued by the Town under ordinary course of development and upon payment of ordinary permit fees.
    c. Phase 1 Permits shall not progress to vertical construction (ie, no framing inspections shall be allowed) until such time as the new traffic signal (at Sunset Lake Rd and Stephenson Road) is installed, accepted by NDOT, and operational.
    d. Prior to a certificate of occupancy of any Phase 1 Permit ("First CO"), the Developer shall apply for and receive a permit on all buildings that contain the Commercial Units.
    e. After obtaining all building permits for the Commercial Units, successful completion of all Developer's Work (except completion of the Commercial Units), and acceptance thereof by the Town, the Developer may receive the certificates of occupancy for Phase 1.
2. The Developer shall obtain approval of the Gateway Feature by the town council prior to application of the Phase 1 permit. The Gateway Feature may be constructed at any time prior to completion of the Developer's Work in Phase 1.
3. Prior to obtaining a First CO, Developer shall comply with all buffer requirements of the Project,

ARTICLE IV
OTHER

1. The Developer's Work constructed by the Developer as part of the Development Project shall be subject to the Town's usual and customary policies and procedures regarding acceptance (including a one year warranty to be provided by Developer after acceptance by the Town).

2. It shall be the responsibility of the Developer to fully design the Development Project, and provide Construction Documentation for the Development Project to the Town, and to ensure that all regulatory approvals for the Development Project are in place before beginning construction. The Developer shall keep the Developer's design engineer on retainer to respond quickly to the Town in the event that the Town needs the designer to provide clarification, explanation, oversight, etc. of any issue that arises during construction of the Development Project that was designed under his

oversight. The Developer shall bear all expenses associated with same.

3. **Indemnification**. The Developer agrees to protect, defend, indemnify and hold the Town and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character made by third parties in connection with or arising from the injury to (including death of) persons or physical damage to property arising out of the performance of Developer's obligations under this Agreement by Developer, its agents, employees and contractors (collectively, "Claims"), except to the extent any such Claims arise out of the negligence or willful misconduct of the Town or its agents, employees or contractors. The Developer further agrees to investigate, handle, provide defense for and respond to, any such Claims at its sole expense (to the extent not covered by insurance) and agrees to bear all other costs and expenses related to such Claims, even if such Claims are groundless, false, or fraudulent but only to the extent the same are not expressly excluded as set forth herein. The Developer's indemnity obligations under this Section shall terminate on the date that is two (2) years after completion of the Development Project.

4. **Notices.** All notices, reports, and other communications given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, certified or registered with return receipt requested, overnight courier or delivered in person to the intended addressee. Notice sent by certified or registered mail shall be effective upon the date of delivery indicated on the return receipt. Notice given in any other manner shall be effective upon actual receipt by the addressee.

5. **Expiration**. If the Developer does not commence construction of the Development Project within twelve (12) months following the earlier of (i) Developer's acquisition of the Property, (ii) Developer's receipt of the Approved Site Plan, or (iii) the first anniversary of the date of this Agreement, this Agreement shall terminate and the parties shall have no further obligations under this Agreement. Otherwise, this Agreement shall last ten (10) years from the date of this Agreement. Any Fee Credits earned but not realized at the expiration of this ten (10) year period shall expire and no longer be available to the Developer or any other party.

6. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. The parties consent to the jurisdiction of Wake County. Furthermore, this Agreement is entered under the authority of N.C. General Statutes 160A-499, and any provision hereof in conflict with that authority shall be null and void.

7. **Entire Agreement**. This Agreement, along with the Approved Site Plan and the construction drawings for the Development Project, contain the entire agreement of the parties for matters herein contemplated, and there are no representations, inducements or other provisions other than those expressed in writing.

8. **Public Contracts**. This Agreement is not subject to Article 8 of Chapter 143 of the North

Carolina General Statutes except that Developer shall solicit bids in accordance with Article 8 of Chapter 143 of the General Statutes when awarding contracts for work that would have required competitive bidding if the contract had been awarded by the Town.

9. **Default**. The terms and conditions of this Agreement shall be enforceable by the parties by actions for specific performance or injunction in addition to any other remedies available at law or in equity, subject to any defenses that may be asserted, provided that the non-defaulting party provides due notice and an opportunity to cure to the defaulting party and the defaulting party fails to cure the breach within thirty (30) days after receipt of such notice. Notwithstanding the foregoing sentence, if the breach is of a nature that it cannot be cured within such 30 day cure period, and further provided the defaulting party commences to cure the breach within 30 days after receipt of such notice and thereafter diligently and using commercially reasonable efforts pursues the cure to completion, the non-defaulting party shall not commence enforcement of its remedies. Any failure or omission of the non-defaulting party to exercise any right or remedy provided herein shall not be deemed a waiver of such party's right to enforce strictly the defaulting party's obligations in any other instance.

10. **Force majeure.** Neither party to this Agreement shall be in breach or default of any provisions hereof by reason of delay or failure in the discharge or performance of any duty or obligation hereunder due to acts of God, war, government laws or regulations, civil disorder, labor difficulties, inability to obtain materials, or any other such cause beyond the party's reasonable control, including, but not limited to, the need to utilize the Town's condemnation powers as set forth in Section 16 of this Article IV (each and collectively, "**force majeure delays**"). In the event of force majeure delays, all time periods and time deadlines in this Agreement shall be extended automatically for the period of such force majeure delay.

11. **Authority.** The Town and Developer each warrant and represent to the other that it has full right and authority to enter into this Agreement, and that the person signing on behalf of each party is authorized to do so.

12. **Relationship of the Parties**. This Agreement shall not be considered to create a joint venture, partnership or other legal relationship between the parties or as giving the right of either party to legally bind the other party in any manner or to be able to incur debts or liabilities on behalf of the other party or create a condition in which either party shall share or be responsible for the debts or liabilities of the other party. This Agreement shall not be considered to constitute the appointment of either party as a representative of the other party.

13. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect. Furthermore, in lieu of such invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be reasonably possible.

14. **Amendment**. This Agreement may not be amended or terminated except by written instrument signed by both parties.

15. **Assignment.** This Agreement may not be assigned without the written consent of the Town, such consent not to be unreasonably withheld, conditioned or delayed. The obligations under this Agreement are binding on the successors and/or assigns of the Developer regardless of whether or not the Town consented to such assignment.

16. **Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions relating to the subject matter hereof, written or oral, of the parties.

17. **Dedication**. It is anticipated that upon completion, following any necessary holding periods, each of the improvements constructed pursuant to this Agreement shall be conveyed by recorded easement (in the event of an underground utility line) to the Town and/or dedication plat to the Town (or such other applicable government entity), and upon dedication, conveyance or assignment of such easements/improvements to the proper governmental entity, the obligations of the Developer with respect thereto shall terminate, and such applicable governmental entity shall have the continuing and ongoing obligation to maintain and repair the same.

18. **Approval.** This Agreement does not guarantee any specific approvals of any proposed development plan, provided, however, that all approvals granted prior to the date of this Agreement shall continue to be valid and in full force and effect.

19. Exhibit List: The following exhibits are hereby incorporated by reference:

EXHIBIT A:	Map or Survey of Applicable Parcels
EXHIBIT B:	Official Action Notice (Dated November 2019

20. Notices under this agreement shall be to the following:

FOR THE TOWN:	FOR THE DEVELOPER:
Randy J. Harrington Town Manager PO Box 8 Holly Springs, NC 27540 Reference:	

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN OF HOLLY SPRINGS

(*Town Seal*)

BY:_____
Randy J. Harrington, Town Manager

ATTEST:

_____
Linda McKinney, Town Clerk
Kathy White, Deputy Town Clerk

DEVELOPER

_____

Name:_____

Title:_____

ATTEST:

_____
Secretary/Assistant Secretary

This document is sufficient as to form.

_____
John P. Schifano, Town Attorney

This instrument has been pre-audited in the manner proscribed by the Local Government Finance Act.

_____
Patty Dressen
Interim Finance Director

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 15.

New Business
Title: Village Gate Tract 1 Development Plan 20-DP-14
Strategic Priority Area: Economic Prosperity & Diversity
Responsible & Balanced Growth
Staff Resource: Cheryl Caines, Development Services, Rachel Jones, Development Services

Action(s):
Approve/deny/defer Village Gate Tract 1 with the conditions stated in the attachment.

Explanation:

- The Town has received a request for Development Plan for Tract 1 of the Village Gate Master Plan (20-MAS-03, pending Town Council approval) located on S Main Street near the intersection with Ralph Stephens Road.
- In accordance with the Master Plan, Tract 1 contains 159 age restricted (senior) residential units. An approximately 12,000 square feet commercial building is not part of this proposal and is planned for future development.

Planning Board Recommendation:
The Planning Board discussed the following issues and concerns on 10/27/2020:
(This Development Plan was discussed at the same time as the Master Plan and the discussion items are the same as previously reported to the Town Council)

- An explanation of the development agreement that was approved and the timing of the agreement in relation to the approval of the recent UDO amendments to the Mixed-Use Option.
- A discussion about the required streetscape elements and if this plan sufficiently addressed the requirements.
- A discussion about the waiver for Tree Preservation requirements.

The Planning Board recommended approval (6-2)

Those voting against the motion were:

- Mr. Crandall: Insufficient details were provided and should be discussed further.
- Mr. Stuckey: Needs more detail in order to make a decision.

Background:

- The site is Tract 1 of Village Gate Master Plan.
- The Town Council approved a Development Agreement for this project on June 16, 2020.

- The parcels making up Tract 1 were zoned CB Community Business on June 16, 2020.

Funding Source(s):
N/A

Attachment(s):
1. VillageGateTract120DP14_Plans
2. VillageGateTract120DP14_Conditions

Town *of* Holly Springs
Staff Report to the Planning Board

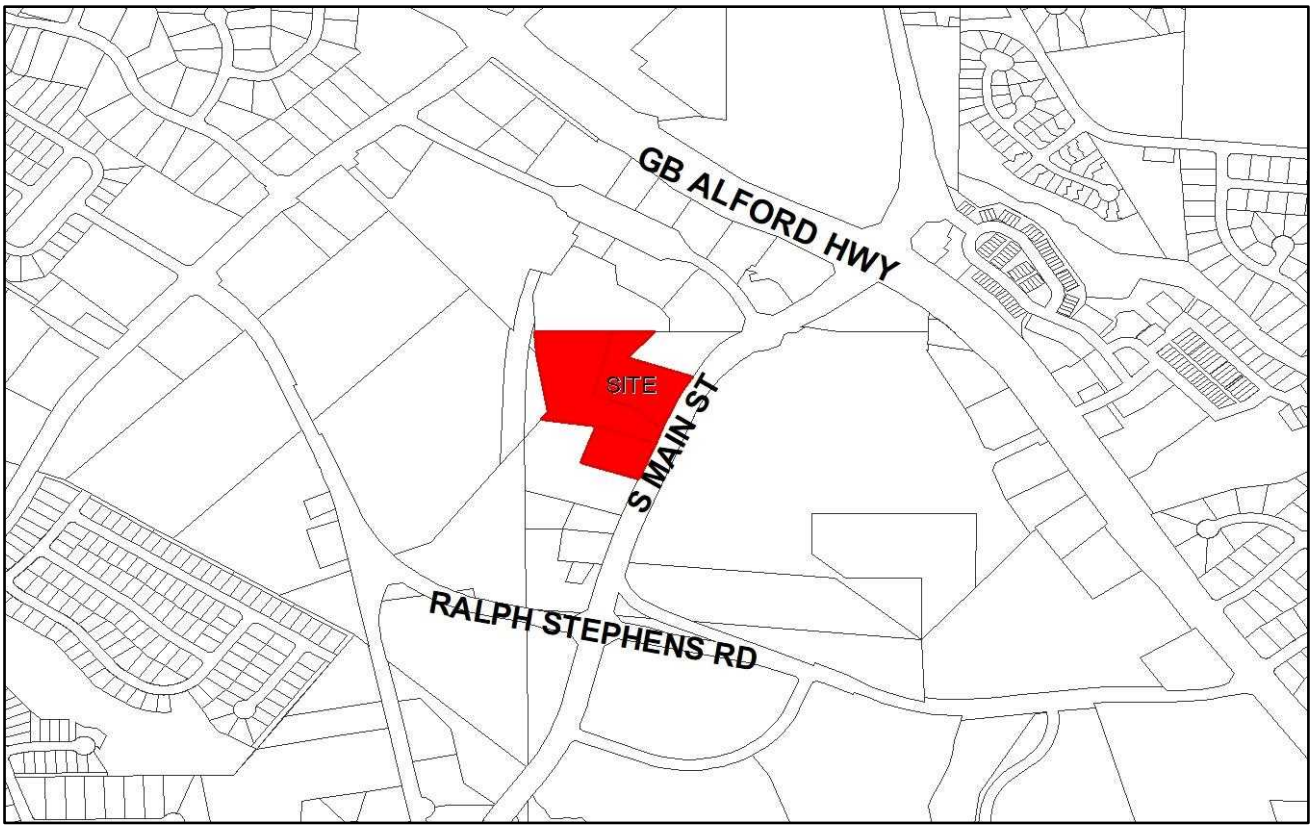
REQUEST FOR DEVELOPMENT PLAN
VILLAGE GATE TRACT 1
20-DP-14

APPLICANT(S):
Laura Holloman
McAdams
2905 Meridian Prky
Durham, NC 27713

DEVELOPER(S):
Eli Zablud
Dunn Investments, LLC
220 Tals Rock Way, Ste. 305
Cary, NC 27519

OWNER(S):
Barnes, Elizabeth
Edwards, Patsy
Vuncannon, Danny
Vuncannon, Kimbrette
Moore, Suzanne
Zablud, Eli

LOCATION:



[ ] Within Corporate Limits of Holly Springs [**X**] Within Holly Springs ETJ [**X**] Annexation Pending

ANTICIPATED REVIEW SCHEDULE:

Planning Board: October 27, 2020
Town Council Action: November 17, 2020

STAFF CONTACTS: Cheryl Caines, Planner II
Rachel Jones, Development Review Engineer

ATTACHMENTS:

Development Petition, Development Plan

PARCEL INFORMATION			
OWNER	**PARCEL #**	**ZONING**	**AREA**
Barnes, Elizabeth Edwards, Patsy	648874081	CB CU: Community Business Conditional Use	2.59± acres
Vuncannon, Danny Vuncannon, Kimbrette	648862939	CB CU: Community Business Conditional Use	3.88± acres
Moore, Suzanne Zublud, Eli	648864611	CB CU: Community Business Conditional Use	1.33± acres
		TOTAL	**7.8± acres**

ADJACENT PROPERTY SITE DATA		
	ZONING	**EXISTING LAND USE**
Subject Property	CB CU: Community Business Conditional Use	Single Family Residential
North	CB CU: Community Business Conditional Use	Single Family Residential
North	CB: Community Business	Southpark Village (commercial)
South	CB: Community Business	Hampton Inn
East	CB: Community Business	Walmart
West	R-MF-15 Multi-family Residential	Vacant, undeveloped (planned townhome development)

PROPERTY HISTORY

ETJ History
Resolution: 05-03
Approved by Town Council on: January 5, 2005

Rezoning History
Rezoning Number: 19-REZ-03
Original Zoning: R-20
Proposed Zoning: CB CU
Approved by Town Council on: June 16, 2020

Conditions Of Approval:

1) All properties within the rezoning request shall be developed in accordance with the mixed use development option in the Community Business zoning district as outlined in Section 3.05 C. of Holly Springs United Development Ordinance. The property owner reserves the ability to request any variances, waivers, or alternate compliance as permitted by the ordinance.
2) All multifamily dwellings on TRACT 1 as shown on 'EXHIBIT 1', shall be limited to age-restricted with associated amenities. A Declaration of Covenants, Conditions, and Restrictions ("Declaration") providing that at least eighty percent (80%) of all occupied units shall have as a resident at least one person age 55 or older ("age restriction") shall be recorded with the applicable Register of Deeds Office. Covenants shall at all times in full force and effect so long as the apartment complex remains as a multifamily use. Any recession or modification of the covenants regarding age restriction shall have approval of the town.

   Prior to applying for any building permits, an opinion letter from an attorney licensed to practice in North Carolina shall be provided to the Town stating that the age restriction was drafted in a form

that the attorney, in the exercise of customary professional diligence, would reasonably recognize as compliant with the Fair Housing Act 42 U.S.C Sec. 3601, et. seq., and the North Carolina State Fair Housing Act, N.C. Gen. Stat. 41A-1, et seq.

3) The developer acknowledges the need to provide workforce housing within the Town of Holly Springs and is committed to doing so. Workforce housing shall be defined as affordable housing intended to serve those of moderate to middle income levels. Specifically, these workforce units shall be restricted to professionals currently employed as: teachers, hospital workers, EMS/First Responders, police, fire, as well as Town of Holly Springs employees. The developer shall provide a minimum of fifty (50) units of such housing to be located on Tract 3 only as identified on 'Exhibit 1'.

   Prior to any Certificate of Occupancy being issued for any workforce housing dwelling unit, the applicant or owner must prepare and record in the Wake County Register of Deeds all documents as necessary to ensure that these units will be maintained as workforce housing in perpetuity.
4) The Town requires, pursuant to N.C.G.S. § 160A-372, the dedication and construction of streets and rights of way, as shown in the approved Comprehensive Transportation Plan and the approved Transportation Impact Analysis, to create conditions essential to public health, safety, and the general welfare. A rezoning may be delayed until such time as necessary transportation improvements (to include offsite improvements) may be made, unless the Town and the Developer can enter into agreements to accelerate the time for completion of these needed improvements.
5) The developer shall construct an additional northbound shared through and right turn lane with 250 linear feet of storage on Piney Grove Wilbon Road at the intersection of South Main Street subsidizing previously allocated funds paid as depicted in the Transportation Impact Analysis.
6) The Town requires certain fees to be paid upon development of land and for the granting of a building permit. Said fees are listed in the Town's annual budget, and with this rezoning the Developer agrees he/she (i) is familiar with these fees, (ii) does not dispute the reasonableness of these fees as set forth in the Town's annual budget; and (iii) notwithstanding any reimbursements discussed at this time through an Infrastructure Reimbursement Agreement, hereby agrees to timely pay all normal and customary fees applicable to Developer in connection with the Residential Project. Such fees are listed in the current year annual budget of fees at the time the fee is due under the ordinary course of development.
7) Proposed uses on Tract 2 as identified on 'Exhibit 1' shall be limited to professional office only.
8) Parking provided on tracts 1 and 3 as identified on 'Exhibit 1' shall be located at or behind the front façade of all buildings.
9) Tract 3 as identified on 'Exhibit 1' shall be limited to mixed-use development containing two or more of the following uses: commercial, multifamily dwellings, professional office, and child care center.
10) For proposed building facades located within fifty (50) feet of the intersection of South Main Street and Ralph Stephens Road and fronting such intersection, shown on Tract 3 as identified on 'Exhibit 1', shall contain first floor commercial uses. Sides and rear facades of such buildings may contain ground floor residential uses.
12) The maximum building height of the proposed development shall be 75 feet.
13) The developer understands that walkability is crucial to this mixed use concept. Therefore, the developer will construct a ten foot wide asphalt public greenway, in accordance with Town of Holly Springs Design and Construction Standards, terminating at the intersection of Ralph Stephens Road and South Main Street with a maximum linear footage of 2,000 feet in a direction and alignment to be determined with town staff within current available public right-of-way.

Development Agreement History
Approved by Town Council on: June 16, 2020

The Development Agreement generally provides for the following:

- Establishes the Permitted Uses of the project:
  - Tract 1 will include a 12,000 sq. ft. commercial building and 190 age targeted residential units
  - Tract 2 will include a 60,000 sq. ft. office building(s)
  - Tract 3 will include a day care and a 90,000 sq. ft. mixed use building with 160 residential units
    - 50 units will be reserved for workforce housing
      - Units will be available to those earning between 50-80% Area Median Income (AMI)
      - Units will be affordable for a period of 20 years
- Requires sewer construction
- Lists the necessary transportation improvements
- Provides an extended pedestrian connection
- Requires annexation

Alternate Landscape Plan
Project Number: 20-ALT-14
Description: Locate some landscape plantings in alternative locations.
Approved by Development Services Director

Master Plan History
Project Number: 20-MAS-03
Description: Mixed-Use Option Master Plan
Approved by Town Council on: Pending

Special Exception Use History
Project Number: 20-SEU-09
Description: Mixed-Use Option
Approved by Town Council on: Pending

Variance History
Project Number: 20-VARTC-07
Description: A reduction in the minimum side and rear bufferyard from 25 feet to 5 feet
Approved by Town Council on: Pending

Project Number: 20-VARTC-08
Description: A reduction in the minimum Plant Unit Value for thoroughfare yards from a Type-A 75 Plant Unit Value to street trees placed 40 feet
Approved by Town Council on: Pending

Project Number: 20-VARTC-09
Description: A reduction in the minimum Plant Unit Value for bufferyards from a Type-C 150 Plant Unit Value to a Type-C 55 Plant Unit Value
Approved by Town Council on: Pending

STAFF ANALYSIS

PROJECT OVERVIEW
The Town has received a request for a Development Plan for Tract 1 of the Village Gate Master Plan (*20-MAS-03, pending Town Council approval*) located on S Main Street near the intersection with Ralph Stephens Road. In accordance with the Master Plan, Tract 1 contains a 159-unit, age restricted (senior) apartment building (approximately 195,844 square feet). An additional 12,000 square foot commercial building to the south is planned for future development but is not part of this Development Petition.

PLANNING & ZONING

Vision Holly Springs Comprehensive Plan

Land Use & Character

The Land Use & Character Plan designates these properties as Natural Area and Mixed-Use Center.

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

Mixed-Use Center
A Mixed-Use Center offers the opportunity to serve broader economic, entertainment, and housing needs in the community. Land uses and buildings on small blocks in the core may stand three or more stories tall and encourage active public spaces between the buildings. Residential units or office space are found above storefronts. Homes surrounding the core offer several choices to live and experience the center. Parking is satisfied using on-street parking, structured parking, and shared rear-lot parking strategies. The compact, walkable environment and mix of residential and non-residential uses in the center supports multiple modes of transportation, including the potential for transit-oriented development if-when a decision is made to invest in premium transit along the NC 55 corridor.

A large-scale, Mixed-Use Center may be surrounded by one or more residential neighborhoods that provide additional nearby home choices and encourage active living with a comprehensive and interconnected network of walkable streets.

Development Standards
Mixture of Uses/Gross Floor Area:
The mixture of uses for Village Gate have been determined by the pending Master Plan. This tract contains the required non-residential uses as designated on the Master Plan.

Required Density per Master Plan: 159 senior apartments
Proposed Density: 159 senior apartments

Lot Area/Lot Size:
The proposed Master Plan has established the following lot criteria:
Minimum Number of Lots: 4
Maximum Number of Lots: 6

Proposed Number of Lots Tract 1: 2

Minimum Yards and Setbacks:

Minimum Required Per Master Plan
Adjacent to Residential: 5 feet, Type-C 55
Adjacent to Nonresidential: 10 feet, Type-A 20
Adjacent to Street Frontage (S. Main Street): 10 feet, street trees

Provided:
Adjacent to Residential: 20 feet, Type-C 150 or 5 feet, Type-C 55
Adjacent to Nonresidential: 10 feet, Type-A 20
Adjacent to Street Frontage (S. Main Street: 10 feet, street trees)

Building Height:

Maximum Permitted: 75 feet
Proposed: 60 feet

Parking & Loading:

Parking Required:

Age Restricted Multi-family*: 1.20 spaces per dwelling unit + 10% of the total amount of spaces required for the entire project + 1 bike rack (5 spaces per bike rack)
Total Required: 210 spaces + 1 bike rack

Parking Provided: 211 spaces + 1 bike rack

**For any use not specified above, specific requirements shall be determined by the Director and shall be based upon requirements for similar uses, expected demand and traffic generated by the proposed use, and other information from appropriate traffic engineering and planning criteria. The applicant has submitted documentation for an Age Restricted Multi-family use not specified in the Uniform Development Code. The Director has reviewed this documentation and determined the requirements for this use.*

Parking Design:

Required: When feasible, off-street parking should be oriented behind or to the side of a building when possible and shall not exceed a maximum depth of sixty (60) feet (i.e. two-way aisle with parking on both sides) not counting required landscaping

Provided: Parking is generally provided to the rear or side of street-fronting buildings, however some of the parking spaces are provided in front of the building. Parking bays are generally 60 feet in width, with the exception of the parking area to the west of the apartment building.

Loading Required: Residential does not require an off-street loading space
Loading Provided: N/A

Open Space and Public Places:

Minimum Open Space Required: 1% of project area or 3,409 sq., ft.,
Open Space Provided: 5.4% of project area or 18,262 sq. ft.

Outdoor Operations:

An outdoor pool is provided in the open space, which is located in the courtyard of the building. A covered passenger loading area is proposed at the building's front entrance.

Landscape Requirements:

Perimeter Yard/Bufferyard:

Minimum Required:

Adjacent to Residential: 20 feet, Type-C 55
Adjacent to Nonresidential: 10 feet, Type A-20
Adjacent to Street Frontage (S. Main Street): 10 feet, street trees

Provided:

Adjacent to Residential: 20 feet, Type-C 150 or 20 feet, Type-C 150 or 5 feet, Type-C 55 Bufferyard
Plants include Arborvitae, Magnolia, American Holly and Red Robin Holly evergreen trees and False Holly and Camelia evergreen shrubs

Adjacent to Nonresidential: 10 feet, Type A-20

Plants include existing trees, Bosque Elm, Trident Maple, and Willow Oak deciduous trees, and Tea Olive and Wax Myrtle shrubs

Adjacent to Street Frontage (S. Main Street): 10 feet, street trees
Plants include Trident Maple and Crepe Myrtle (Natchez) deciduous trees

Foundation:

Foundation landscaping has been provided with Crepe Myrtle, Arborvitae, and Oakland Holly trees, Boxwood, Emily Bruner Holly, Dwarf Gardenia, Camelia, Daruma Loropetatum, Variegated Abelia , among others

Interior Parking Lot Landscape Islands:

Required: 21 Landscape Islands containing 1 tree and 4 shrubs
Provided: 21 Landscape Islands containing 1 tree and 4 shrubs using Allee Elm, Overcup Oak, and Willow Oak trees and Dwarf Yaupon Holly shrubs

Parking Area Screening:

Parking area screening has been provided along all parking spaces which face an adjacent right-of-way or residentially zoned district. Glossy Abelia and Dwarf Burford Holly are used to satisfy this requirement

Tree Preservation
Required Area: 10% or 2.02 acres for the entire Village Gate development across all tracts
Provided Area: 10% or 2.06 acres (Tract 1: 40,182 square feet or 0.92 acres)

*A Waiver for Alternate Compliance with Tree Preservation Requirements has been requested with the Master Plan (20-MAS-03). Alternate Compliance is requested because the applicant has not met the preservation priority area requirements in UDO Section 7.01 J.

General Regulations

Fences:

Gated parking with emergency access is proposed to the side and rear of the building. A detail of the gate is provided with the Tract 1 plans. A detail for the ornamental aluminum fence is provided in the Village Gate Master Plan.

*Prior to the Town Council hearing, the MAS fence detail or note referencing the MAS shall be added to the Tract 1 Development Petition Plan

Trash Containers:

A trash enclosure is provided in the NW corner of the parking lot. A detail was provided. A vinyl gate was proposed; however, a metal gate is required.

*Prior to the Town Council hearing, the applicant shall revise the trash enclosure detail to show a metal gate.

Architectural and Site Design Requirements

Building Design and Appearance

Multifamily buildings (i.e. apartments, condominiums) shall be subject to the architectural and site design requirement set forth in Section 2.07, D. – Architectural and Site Design Review.

All buildings, including community building / club house, storage buildings, maintenance buildings, garages and buildings containing dwelling units shall be constructed with at least four (4) of the five (5) requirements outlined in the code.

The building design and appearance elements proposed are:

- multiple building materials (stone and brick)*
- multiple surface textures
- architectural elements
- multiple colors with the primary color a minimum of sixty (60) percent of the façade*

*Additional information is needed to ensure the proposal satisfies the requirement. Prior to the Town Council hearing, the applicant shall provide revised elevation drawings to show the name and color of the building materials to be used on all elevations and that 60% primary color elements have been provided as stated for all buildings, including garages.

Design Features

Design Features shall be required for each dwelling unit over fifteen (15) dwelling units per acre for any multifamily project which includes a gross density of greater than fifteen (15) dwelling units per acre as specified in Section 2.07, C., 2. – RMF-15 Multifamily Residential District-Design Features. At least six (6) must be constructed.

The design features proposed:

- Pool/courtyard area exceeds the 1% open space required
- Club/community area with kitchen, lounge area, multi-purpose room, game room, and swimming pool provided
- Bike storage provided internal to the building*
- Façade is greater than 50% masonry (brick, stone and hardi masonry siding)
- Masonry planter located along front of porte-cochere marking main entrance
- Pedestrian bollard lights located along sidewalks at the front of the building*

*Additional information is needed to ensure the proposal satisfies the requirement. Prior to the Town Council hearing, the applicant shall provide floor plans showing the internal bike storage and a detail of the bollard pedestrian lighting design features.

Lighting:
A lighting plan was provided that appears to satisfy the UDO requirements. However, lighting will be reviewed for compliance with the Unified Development Ordinance for each outlot. The Town has maximum light levels at property lines, which are stricter along residential property lines to prevent light pollution spilling onto residential properties. The proposed light fixture is an LED viper fixture.

Pedestrian Circulation and Vehicular Area Design (UDO Section 7.09)
Walkways or Pedestrian/Bikeway System Design:

The plans show a system of walkways connecting the building with the public sidewalk, adjacent development sites, and parking areas.

ENGINEERING

Water Service:
This development will connect to future water main to be constructed with Stephens Tract Townhomes. An 8-inch water main will extend throughout the site to serve the building and connect back to the 12-inch existing water main on S. Main Street to create a looped system.

Sewer Service:
This development will connect to a future gravity sewer main and manhole that will be constructed by the Stephens Tract Townhomes project. Gravity sewer will extend through the site to serve the building and stub Tract 1B for future development. Sewer from this development will discharge to the Basal Creek Pump Station.

Engineering Design & Construction Standards Exception:
A request for exception to Engineering Design & Construction Standards Section 7.01, requirement to stub upstream adjacent properties with sanitary sewer for future connection, has been evaluated and approved by the Division Manager, as it was not physically feasible to make the connection due to hydraulic limitations. In the future if the upstream Lorden property desires access to public sewer, it is available through connection to an adjacent manhole on Village Walk Drive that will require a short sewer main extension in the public right-of-way.

Transportation:
A Traffic Impact Analysis (TIA) was completed and approved with the Village Gate Rezoning. The TIA identified transportation improvements that are required to be completed by the Village Gate project. The following items are highlighted in the Development Agreement executed with the Rezoning and speaks to the timing of required improvements.

- A fee-in-lieu for design and construction of GB Alford/NC-55 transportation improvements proportionate to the project impact in the amount of $105,000 is required *prior to any permit or plat approval for any tract of the project.*
- Design and construction to retrofit the traffic signal at the intersection of Piney Grove Wilbon/S. Main St/Ralph Stephens from wooden pole to mast arm and upgrade signal timing modifications is *required to be completed prior to Certificate of Occupancy for the Solaris Building on Tract 3.*
- Design and construction of a northbound through-right turn lane at the intersection of Piney Grove Wilbon/S. Main St/Ralph Stephens is *required to be completed prior to Certificate of Occupancy for the Solaris Building on Tract 3.*

S. Main Street is at its ultimate cross section across the Tract 1 & 1B property frontages in accordance with the Comprehensive Transportation Plan. Two sidewalk connections have been made to the public sidewalk on S. Main Street. A sidewalk connection has been made to the adjacent Stephens Tract Townhomes to tie into sidewalk to be constructed with that project.

As outlined in the executed Development Agreement, Tract 1 is not required to provide a vehicular access connection to the adjacent Stephens Tract Townhome project. In accordance with North Carolina Fire Code, Tract 1 is required to provide a secondary emergency vehicular access with knox box for emergency vehicles as shown on the plans. A pedestrian access will also be provided from Tract 1 to Stephens Tract Townhomes to provide interconnectivity.

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

TECHNICAL REVIEW COMMITTEE DISCUSSION

The Technical Review Committee discussed the initial concept for this project on August 6, 2019.

Planning Board Representatives: Courtney Patterson

Town Council Representatives: Dan Berry, Tom O'Brien
Summary of Discussion:

Committee members expressed interest in learning more about Workforce Housing. There were concerns raised about the apartment component of the project and interest expressed in senior apartments with elevators. Another member preferred neighborhood commercial uses be developed on the property. The lack of sidewalk connectivity to existing surrounding neighborhoods was also discussed.

STAFF RECOMMENDED PLANNING BOARD DISCUSSION ITEMS

Staff Recommends that the Planning Board discuss the following items:

1. UDO Section 3.05 C. states: Where portions of a building are located away from the sidewalk (right-of-way), such areas should be treated as courtyards (developed hardscapes utilizing decorative pavement materials) as necessary to promote pedestrian activity and patron interaction …. Landscaping areas may be considered if landscaped areas are designed for active use. While the term "should" is not mandatory, the UDO seems to suggest that landscaping and parking in front of the building is not the desired street scape. The Planning Board should discuss the proposed streetscape elements of the project and if the applicant has sufficiently met the intent of the mixed-use option, specifically for tracts 1 and 2.

STAFF RECOMMENDATION TO THE PLANNING BOARD

ACTION #1: DEVELOPMENT PLAN

Motion that the Planning Board recommend approval/denial of Development Plan #20-DP-14 for Village Gate Tract 2 as submitted by TMTLA Associates, dated Revised 10/02/20 with the following conditions:

1. Prior to the submittal of any UDO Permit for Sign Installation for permanent signage or public art, a Master Sign Plan must be submitted to the Department of Planning & Zoning for review and approved.
2. All previous conditions of approval for Village Gate Detailed Master Plan shall apply except for any condition that describes a fee or a fee-in-lieu to be paid shall now comply with the current amounts due pursuant to the town's current annual budget or any unexpired development agreement.
3. All previous approval conditions for *Village Gate Rezoning* will apply to this plan.
4. Articles of the Development Agreement executed with the Village Gate Rezoning shall apply to this Development Plan.
5. This project will be required to meet Town's NPDES Phase II Post Construction Stormwater ordinance.
6. The following must be addressed prior to or with 1st construction drawing submittal:
    a. All items listed on the Stormwater Submittal Checklist, Form #16003
    b. Approval of the Village Gate Master Plan.
    c. Payment of all invoiced special study fees.
7. Prior to construction drawing approval and/or issuance of a land disturbance permit, the following must be addressed:
    a. All off-site water and sewer easements required to serve this project shall be documented in the form of a recorded plat.
    b. Approval of Stormwater Management Plan.
    c. Payment of the Stormwater Fee-in-Lieu.
    d. All environmental permits must be obtained for the entire project.
    e. Any required off-site right-of-way for this project shall be dedicated in the form of a recorded plat.

f. Cross-Access Easements between adjacent property owners shall be shown on construction drawings and are required to be documented in the form of a recorded plat. An Access Easement Agreement is required to be documented between the adjacent property owners.
g. Any off site sewer facilities that are needed to serve this project; including the Basal Creek Pump Station improvements by the Lowe's development and the downstream sewer extension and manhole network by Stephens Tract Townhomes project, must be substantially complete prior to this Development Plan receiving Construction Drawing approval.
h. Any off site water facilities that are needed to serve this project; including the watermain by the Stephens Tract Townhomes project, must be substantially complete prior to this Development Plan receiving Construction Drawing approval.
i. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the SCM is required at the end of the performance monitoring period for the project.

8. In accordance with the executed Development Agreement, prior to issuance of any permit or plat approval for any tract of the Village Gate project, the following must be addressed:
    a. Payment of a fee-in-lieu for design and construction of GB Alford/NC-55 transportation improvements, proportionate to the project impact in the amount of $105,000.
9. Prior to the Town Council Special Exception Use public hearing, the following plan revisions must be made:
    a. Update the Alternate Landscape Plant Locations noted on Sheet L-3 to match the Alternate Landscape Plan letter
    b. Update the site data (Sheet L-1) based on the Director's determination requiring a parking ratio of 1.20 spaces per unit plus 10% visitor parking
    c. Add a bike rack detail showing how the five space minimum requirement is met
    d. Add the 20-MAS-14 fence detail to Sheet L-4
    e. Revise the trash enclosure detail on Sheet L-4 to show a metal gate

f. Update elevation drawings to show
    - the name and color of the building materials to be used on all elevations
    - 60% primary color elements have been provided as stated for all buildings, including garages
g. Revise floor plan to show the internal bike storage
h. Add a detail of the bollard pedestrian lighting design features
i. Please note Emergency Access Only signage at the emergency vehicle access.
j. Please verify that the Site Access #1 on S. Main Street meets the ED&CS for a 21' ingress and egress lane on either side of the median. Label the dimensions.
k. Revise SDTs to show the vertical dimension in accordance with Standard Detail HS333. The vertical dimension value should be either 15' or 18' based on street type.
l. The Cross Access Easement has been labeled as 20' in width. The easement encapsulates the 20-ft access drive as well as the 5-ft sidewalk and some additional land. Please accurately dimension the easement.

TOWN OF HOLLY SPRINGS

DEVELOPMENT PETITION

DPM Appendix #A.04
Supplement #15
December 2018

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

Petition Type:

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

☐ **Preliminary Plan- Major Subdivision**
- ☐ New ☐ Major Amendment ☐ Minor Amendment*

☒ **Development Plan** (check all that apply)
- ☒ New ☐ Major Amendment ☐ Minor Amendment*
- ☒ Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
- ☐ Non-Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
- ☐ Multifamily
- ☐ Residential Development Options or Infill Development Options

☒ **Special Exception Use**
- ☒ New ☐ Family Child Care Home

** Specify purpose of amendment on Certificate of Plan Revisions*

For DPZ Use only
Project # _____
Fees Paid: $ _____
Date Received:

☐ Initial ☐Revised ☐ Final

Project Information:

Project Name: Village Gate Development Plan - Tract 1

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

PUD/Master Plan/Subdivision N/A Shopping Center/Lot# N/A

Project Location: Intersection of S. Main Street/Ralph Stephens Road

Use street address. If none, use the closest intersection

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

PIN: 0648864611;0648862939;0648874081. Real Estate ID: .0203248;02065860;34394.

Project Acreage (rounded to nearest tenth): 7.82 Partial Parcel: ☒ No ☐ Yes (additional fee)

Current Zoning: CB-CU Proposed Use (see UDO Primary Use List): Mixed Use Development Option

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

Waivers Requested: ☐ No ☐ Yes- Specify UDO Section Number(s): _____

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

Scoping Meeting Date: _____ Concept Meeting Date: 7/9/20

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

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

Project Applicant/Contact

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

Name Laura Holloman Company McAdams

Mailing Address 2905 Meridian Parkway

City Durham State NC Zip 27713

Telephone # (919) 610-7377 E-Mail holloman@mcadamsco.com

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

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

Design Professional if different than Applicant/Contact

Name Russell Briggs B&F Consulting

Company Mailing Address 2805 Tobermory Lane

City Raleigh State NC Zip 27606

Telephone # (919) 618-0180 E-Mail russell.briggs@bandfconsulting.com

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

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

Developer

Name Eli Zablud Company Dunn Investments, LLC
Mailing Address 220 Tals Rock Way, Suite 305
City Cary State NC Zip 27519
Telephone # (919) 418-3014 E-Mail ez@nc.rr.com
How would you like to receive staff review comments? ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Architect

Name Ted Van Dyk Company New City Design
Mailing Address 1304 Hillsborough Street
City Raleigh State NC Zip 27605
Telephone # (919) E-Mail ted@newcitydesign.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Landscape Architect

Name Tony Tate Company TMTLA & Associates
Mailing Address 5011 Southpark Drive, Suite 200
City Durham State NC Zip 27713
Telephone # (919) 484-8880 E-Mail tony@tmtla.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

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

Name Adam Zablud Company
Mailing Address 220 Tals Rock Way, Suite 305
City Cary State NC Zip 27519
Telephone # (919) 418-3014 Alternate Telephone # ( )
Fax # ( ) E-Mail azablud@gmail.com
How would you like to receive staff review comments? ☐ Fax ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ Fax ☒ E-Mail ☐ US Mail- Certified

Property Owner - *Required*

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

Certificate of Submittal Completion

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

Signature: _____ Date: 7/24/20

REFERENCE PLANS

MASTER PLAN: 20-MAS-03
MIXED USE OPTION SPECIAL EXEMPTION USE: 20-SEU-09

GEODETIC MONUMENT
NO GEODETIC MONUMENT HAS BEEN LOCATED WITH 2,000 FT OF SITE.

SITE DATA- TRACT 1

PINS 0648-86-2939 0648-87-4081 0648-86-4611

ADDRESSES: 1024, 1036, & 1012 S. MAIN ST, HOLLY SPRINGS, NC

TOTAL TRACT AREA: 340,915 SF / 7.82 AC

ZONING: CB-CU
PROPOSED USES: AGE TARGETED MULTI FAMILY & OFFICE
NUMBER OF LOTS: 2
OVERALL APPROXIMATE DENSITY PER DEVELOPER'S AGREEMENT:
COMMERCIAL: APPROX. 12,000 SF
RESIDENTIAL: APRROX. 190 UNITS

OWNER: DUNN INVESTMENTS, LLC

SETBACKS AND BUFFERS:
THOROUGHFARE: 10'
MIN. SIDE YARD: 10'
MINIMUM REAR YARD: 10'
MINIMUM BUFFERYARD: 20'

PROPOSED SEWER FLOW
FUTURE 12,000 SF OFFICE @ 0.12 GPD/SF= 1,440 GPD
159 SENIOR APARTMENTS @ 60 GPD/UNIT= 9,540 GPD

*PLANS ARE SUBJECT TO CHANGE DURING THE CONSTRUCTION DRAWING APPROVAL PROCESS

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS STANDARDS AND SPECIFICATIONS.

CONSTRUCTION DRAWING APPROVAL REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL

DEVELOPER/OWNER
DUNN INVESTMENTS, LLC
220 TALS ROCK WAY, SUITE 305
CARY, NC 27519
919-418-3014

LANDSCAPE ARCHITECT
TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE 200
DURHAM, NC 27713
919-484-8880

PLANNER
MCADAMS
2905 MERIDIAN PARKWAY,
DURHAM, NC 27713

CIVIL ENGINEER
B&F CONSULTING
2805 TOBERMORY LANE
RALEIGH, NC 27606

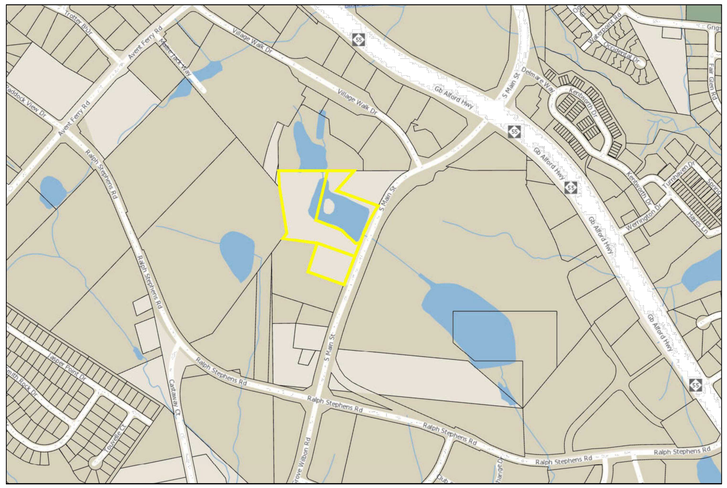
SURVEYOR
BATEMAN CIVIL SURVEY
2524 RELIANCE AVENUE
APEX, NC 27539

Village Gate Tract 1

20-DP-13

HOLLY SPRINGS, NORTH CAROLINA

DEVELOPMENT PLAN


Village Walk Dr
Avent Ferry Rd
Avent Ferry Ct
Avent Ferry Rd
Village Walk Dr
Village Walk Ct
Main St
Main St
Dunn Rd
Dunn Rd
GB Alford Hwy
GB Alford Hwy
GB Alford Hwy
GB Alford Hwy
Ralph Stephens Rd
Ralph Stephens Rd
Ralph Stephens Rd
Ralph Stephens Rd
Ralph Stephens Rd
Catawba Dr
Main St
Dove Hollow Dr
Dove Hollow Dr
Dove Hollow Ct
Dove Hollow Ct
Dove Hollow Ct

PREPARED BY/RETURN TO: JOHN SCHIFANO, ROD BOX 105

STATE OF NORTH CAROLINA
COUNTY OF WAKE

DEVELOPMENT AGREEMENT REGARDING INFRASTRUCTURE CONSTRUCTION AND FEE REIMBURSEMENT
(N.C. GEN. STAT. § 160A-420.20 *et seq.*)

BY AND BETWEEN

THE TOWN OF HOLLY SPRINGS

and

DUNN INVESTMENTS, LLC,

THIS AGREEMENT, made and entered into this _____day of June 2020, by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the "Town" and **DUNN INVESTMENTS, LLC, a North Carolina Limited Liability Company**, and its successors and assigns, hereafter referred to collectively as the "Developer." The Town and the Developer are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Developer is the fee simple owner or contract purchaser of several tracts of land held in common for development, the total of which are exceeding 25 acres in size, which are shown in Exhibit A, attached hereto and incorporated herein by reference (the "Property"), and the Developer, or its successors or assigns, will be requesting approval of a development plan for these tracts for a mixed use commercial development, in a manner consistent with the sketch plans prepared by the Developer attached hereto as Exhibit B and the terms of this agreement; and,

WHEREAS, the Property is not currently located within the corporate limits of the Town, is not currently served by town sewer service, and a significant capital expenditure would be required to extend sewer service to the Property. However, the Property is located in close proximity to the Town corporate limits is within the extraterritorial jurisdiction of the Town, and it is closer to any Town utilities than to any other town's utilities; and,

WHEREAS, the Developer desires careful integration between public and private capital facilities planning, financing and construction, and further desires sufficient assurances that development standards, ordinances, policies and procedures remain stable throughout the extended period of development; and,

WHEREAS, it is beneficial to both the Town and Developer to construct certain on-site and off-site infrastructure improvements relative to the Project to enable the safe and responsible treatment of wastewater by the Town and to provide potable drinking water to the ultimate users of the Property, as well as other infrastructure; and,

WHEREAS, the Town requires, pursuant to N.C.G.S. § 160A-372 and its Unified Development Ordinance, the dedication and construction of streets and rights of way and other infrastructure and for the distribution of population and traffic in such a manner that it will avoid congestion and overcrowding and will create conditions essential to public health, safety, and the general welfare; and,

WHEREAS, the Town has enacted a subdivision control ordinance, pursuant to N.C.G.S. §160A-372 which provides for the orderly control of growth and development in the Town in general and on the Developer's parcel; and,

WHEREAS, the Town is authorized pursuant to N.C.G.S § 160A-311 *et. seq.* to operate and does in fact operate a water and sewer treatment enterprise and requires, pursuant to N.C.G.S. § 160A-317, the connection to the system by owners of developed lands located within the Town, for a cost set forth in the Town's annual budget; and,

WHEREAS, the Town is authorized to enter into this contract pursuant to N.C.G.S. §§ 160A-16, 160A-400.20 *et seq.* and may contract with the Developer to carry out the public purposes set forth herein pursuant to N.C.G.S. §160A-20. A public hearing on this Agreement was held on June 16, 2020 and after consideration of the facts brought forth during the hearing, together with the promises and inducements contained herein, Town Council of Holly Springs has determined that it is in the best interests of its citizens to enter into this Agreement.

WHEREAS, the Town considers the Project favorable to the Town because of the construction of a significant amount of non-residential (commercial, office, and retail) uses, which is in keeping with the Town's strategic planning initiative. Further, the Developer has agreed to incorporate several needed public infrastructure improvements ("Public Improvements," as described below) in the vicinity of the Property which will serve the Development, other adjoining properties, and generally benefit the town as a whole; and,

WHEREAS, the Town is offering the Developer incentives to assist the Developer in constructing the Public Infrastructure (as defined below) by way of Synthetic Tax Increment Grant ("STIG") which would allow the Developer to receive a grant for construction of the Project, measured as a percentage of increased tax base up to a maximum of $585,000 over seven (7) years, as a result of the Project: (i) increasing the Town's commercial tax base; (ii) creating a significant number of new jobs; and (iii) constructing the Public Improvements;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Town and the Developer agree as follows:

ARTICLE I

1. **Definitions**: The terms below shall have the following meanings as used herein:

a. Actual Costs: The amount of true costs actually incurred for construction of a certain project described herein upon final completion and approved by the Town, inclusive of the cost of acquiring easements or rights of way from those not party to this agreement, but exclusive of any administrative costs (i.e., profit and overhead) of the Developer, or any project construction contingency. Any such costs which herein after are agreed to be reimbursed or otherwise paid by the Town shall be audited by the Town under generally accepted accounting principles for governments for a period of three (3) years after the last act under this Agreement. The Developer's right of reimbursement for Actual Costs pursuant to the terms of this Agreement is contingent upon the Developer first receiving from the Town advance written consent to the expected cost of an applicable transaction before the cost is incurred, provided, that such consent shall not be unreasonably withheld or delayed by the Town.

b. Development: Generally defined as the planning for or carrying out of a building activity, the making of a material change in the use or appearance of any structure or property, or the dividing of land into two or more parcels. "Development," as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, "Development" refers to the planning for or the act of developing or to the result of development. Specifically, in this Agreement, the term "Development" refers to the construction by the Developer of all building improvements associated with the Concept Plans.

c. Development Permit: A building permit, zoning permit, subdivision approval, special exception or conditional use permit, variance, or any other official action of the Town having the effect of permitting the development of property.

d. Land Development Regulations: Ordinances and regulations enacted by the Town for the regulation of any aspect of development and includes zoning, subdivision, or any other land development ordinances, including but not limited the Town of Holly Springs Unified Development Ordinance ("UDO").

e. Laws: All ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies, and rules adopted by the Town affecting the development of property, and includes laws governing permitted uses of the property, density, design, and improvements.

f. Master Plan: The plan described in Section 3.01 of the Town's Development Procedures Manual.

g. NCDOT: the North Carolina Department of Transportation.

h. Offsite Infrastructure: The public sanitary sewer gravity line, all potable waterlines, and other Town-owned equipment or facilities not located on the Developer's site.

i. Person: An individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, State agency, or any legal entity.

j. Concept Plans: The plans described in Section 1.01 of the Town's Development Procedures Manual; Concept Plan as used in this Agreement refers to the sketch plans for the Development previously submitted by Developer to the Town and attached hereto as Exhibit B.

k. Public Infrastructure: The public sanitary sewer gravity line, all potable waterlines, conversion to metal "mast arm" style of an existing traffic signal at Main Street and Ralph Stephens Road, an additional through-turn lane northbound on Main Street south of said intersection, approximately 2,500 linear feet of sidewalk/greenway (as hereinafter described), financial contribution to transportation improvements for NC 55, and other Town-owned equipment or facilities located on the Property.

l. Public Benefit: The construction and dedication of the Public Infrastructure by the Developer, the increase in commercial and retail uses (as opposed to residential) which furthers the Town's strategic planning efforts, and the additional financial revenue of the Town brought by the incremental ad valorem tax value of the Property.

m. Property: All real property shown or described in Exhibit A, which is subject to land-use regulation of the Town and includes any improvements or structures customarily regarded as a part of real property.

n. Project: The Developer's plan to develop the Property in the manner described in Concept Plans, and as approved by the Town Council of Holly Springs through its normal development process.

ARTICLE II
DESCRIPTION OF DEVELOPMENT AGREEMENT

1. SCOPE: The legal description of the Property subject to this agreement and the names of its legal and equitable property owners are contained in Exhibit A.

2. TERM: The duration of the agreement is for ten (10) years. The parties are not precluded from entering into subsequent development agreements that may extend the original duration period. Condition precedent to this Agreement are: 1. that the Town approves the petition for rezoning, the petition for annexation, and the Master Plan; and 2. that Developer acquire in fee simple absolute the Property within 90 days of approval of the Master Plan.

3. DEVELOPMENT PERMITTED USES: The development uses permitted on the Property and the location of those uses are shown on the Concept Plans.

a. The Concept Plans indicate a Project, which generally consists of development of three tracts. For the purposes of this Agreement, all three (3) tracts shall be deemed as one (1) single project for the purposes of complying with the Town of Holly Springs Unified Development Ordinance Mixed Use Option regulations. The Master Plan for the initial Mixed Use approval and authorization shall include all three Tracts.

The proposed uses are as follows, and are subject to the Zoning Conditions as listed in Exhibit C:

Tract 1 is an approximate 12,000 square foot commercial stand-alone building, together with an age-targeted senior living facility consisting of approximately 190 residential living units;

Tract 2 is an approximate 60,000 square foot medical office building, and

Tract 3 shall consist of a child daycare campus, and an approximate 90,000 square foot mixed use commercial and multifamily residential building with approximately 160 residential units known as "Solaris." Solaris shall have multifamily dwellings existing above the ground floor commercial space, and shall have certain community features such as an "art-park," a stand-alone coffee and pastry kiosk, and other public spaces, as well as 50 residential units operated by the Developer as workforce housing ("Workforce Units.")

b. The Town hereby agrees that the land use described herein and shown on Exhibit B is in the best interest of the Town, is in keeping with the land use plans, and agrees, subject to statutory requirements, to rezone the Property in conformance with this Agreement.

c. The Developer voluntarily offers certain zoning conditions ("Zoning Conditions") as a part of this Agreement and any subsequent rezoning requests for the Property. These Zoning Conditions shall apply to the Mixed-Use Parcel, and are listed in Exhibit C.

d. WORKFORCE HOUSING: Developer desires to voluntarily designate 50 units of its Tract 3 development (i.e, the "Solaris" building) as workforce housing units. These units shall be made available to rent to those individuals working in the corporate limits of Holly Springs or actively seeking employment therein, who earn 50% to 80% of

3. The Developer shall be responsible for the complete design and construction of each project, including all surveying, design, permitting, plat preparation and recordation, testing, engineering, bidding, construction, inspection, acceptance, easement maps and documents, construction management, construction administration, and all other necessary functions to insure complete-in-place, fully functional projects built and operational in accordance with Town and State standards and approved plans for the project. The costs of all of these items shall be borne by the Developer and shall not be subject to reimbursement or participation by the Town, except as specifically described herein

4. All fees, charges and payments related to the actual construction of each project shall be borne by the Developer and shall not be subject to reimbursement or participation by the Town, except as set forth herein.

5. In the course of installing the sewer line or any other work on easements obtained by the Town and under the Town's ownership, the Developer shall operate under permission to encroach onto a Town easement and shall hold the Town harmless.

6. The Developer agrees to protect, defend, indemnify and hold the Town of Holly Springs and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising directly out of the entry onto and performance of work on the easements of the Town. The Developer further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

7. The Town agrees to protect, defend, indemnify and hold the Developer and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character made by third parties in connection with or arising from the injury to (including death of) persons or physical damage to property arising out of the performance of Town's obligations under this Agreement by the Town, its agents, employees and contractors (collectively, "Claims"), except to the extent any such Claims arise out of the negligence or willful misconduct of the Developer, or its agents, employees or contractors, or any third party. The Town further agrees to investigate, handle, provide defense for and respond to, any such Claims at its sole expense and agrees to bear all other costs and expenses related to such Claims, even if such Claims are groundless, false, or fraudulent but only to the extent the same are not expressly excluded as set forth herein.

8. All projects shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on infrastructure.

9. It shall be the responsibility of the Developer to ensure that all regulatory approvals for each project are in place before beginning construction.

c. Developer shall construct all transportation-related Public Infrastructure for the Project as shown on the Concept Plans, which meet the ordinary development requirements of the Town, EXCEPT that the Developer shall not provide vehicular connection to Tract 1 (the Age-restricted residential project) through the adjacent tract. In lieu of this requirement, Developer shall provide an emergency access connection for emergency vehicles with a Knox box.

d. Developer shall contribute $105,000 to the Town for a fee in lieu of upgrades to NC 55.

e. Developer shall be allowed to only construct a road stub to the adjacent Crossroads property through Tract 3 and shall not be required to construct any such transportation improvements beyond its property line.

6. ANNEXATION and REZONING/MASTER PLAN: The Parties agree that the Property shall be rezoned and annexed into the corporate limits of the Town through the approval of a petition for rezoning and voluntary annexation prior to the commencement of Town sewer service to the Property, in a zoning designation consistent with the covenants herein. The Developer has already submitted a petition for rezoning, which has been reinstated. The Developer will submit a petition for voluntary annexation of the Property at the same time as submission of the Master Plan. In the event that the Master Plan is not approved by the Town, the Developer shall be entitled to withdraw its annexation petition until such time as the Master Plan is approved, up to and including, the final consideration of the Master Plan by the Town Council. The Town shall schedule for approval the rezoning, Master Plan, and annexation petitions so that the Town Council hearings for these matters will occur within 180 days of the earlier of submittal by the Developer of the Master Plan, petition for annexation, or execution of this Agreement. Nothing herein obligates the Town to provide sewer or water service to the Property prior to its annexation. The Property shall at all times be subject to the Zoning Conditions, as shown on Exhibit C and incorporated by reference.

7. RESERVATION OF LAND: In lieu of required land reservation for Parks and Recreation pursuant to N.C.G.S. § 372, the Developer shall pay a fee in lieu in the manner set forth in the Town's annual budget.

8. REQUIRED PERMITS: A description of all development permits approved or needed:

a. Developer shall secure all construction drawing approval, erosion and sedimentation control, grading approval, and building permits as necessary under the land development regulations in existence of the time of such permit application. Town shall aid Developer in securing all encroachment permits as required by the NCDOT, the North Carolina Department of Environmental Quality, or other state or federal agencies, as required for roads, sewer, and water. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of

10. The Town Manager is authorized to make decisions in regard to approvals, including changes to this Agreement in order to complete the scope of work required, within his authority granted by the Town Council, except as otherwise stated herein or required by Town ordinance.

11. The Town shall secure all necessary easements for the infrastructure projects that are the subject of this Agreement.

ARTICLE VI
OTHER

1. Compliance with Workforce Housing plan. Starting after completion of the first full calendar that the Solaris Building is in service, the Developer shall submit annually prior to February 15 such information and data to the Town to ensure compliance with both appropriate lease amounts and tenant income and work criteria. The information and data shall be a snap shot as of January 1 of each applicable year. For the purposes of assessing compliance, the income levels and work status of the tenants occupying units as of January 1 shall be measured as of the date that they applied for rental housing, if such date was within 24 months of January 1, otherwise January 1 of that year.. The Developer's compliance shall be measured by adding the number of qualifying units (units leased to qualifying individuals at qualifying rates) plus the number of vacant units in the Solaris building. For example, if 35 units are rented to qualifying individuals at qualifying rates and 15 units are vacant, then the Developer shall be in compliance. In the event that the Developer cannot substantiate compliance with at least 50 residential units in a particular year during the applicable twenty-year period, the Developer shall reimburse the Town in an amount equal to the System Development Fee for FY2020, on a per unit basis ($7,795) times the number of units for which Developer is not in compliance times the fraction where the numerator is the number of years that the Solaris building is in service and the denominator is 20. For purpose of clarity, the per unit, per year return of the System Development fee is ($389.75). .

2. All projects shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on Offsite Infrastructure. This Agreement shall not modify the warranty and acceptance procedures established by the Town through the Engineering Standards in place at the time of this agreement. It shall be the responsibility of the Developer to ensure that all regulatory approvals for each project are in place before beginning construction.

3. All notices, reports, and other communications given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or delivered in person to the intended addressee. Notice sent by certified or registered mail shall be effective upon the date of delivery indicated on the return receipt. Notice given in any other manner shall be effective upon actual receipt by the addressee.

4. This development agreement does not provide for the application of subsequently enacted Laws, ordinances, development policies, practices, procedures or standards. The Laws, ordinances, development policies, practices, procedures and standards applicable to the

complying with the law governing their permitting requirements, conditions, terms, or restrictions.

9. TERMS REQUIRED FOR PUBLIC SAFETY: Description of any conditions, terms, restrictions, or other requirements determined to be necessary by the Town for the public health, safety, or welfare of its citizens.

a. All zoning conditions shall be satisfied.

10. HISTORIC STRUCTURES: Description of any provisions for the preservation and restoration of historic structures.

a. None

11. DEVELOPMENT SCHEDULE

a. Prior to any permit or plat approval for any tract of the Project, the Developer shall pay to the Town the fee in lieu of roadway construction for the NC 55 improvements (item 5 (d), above) in the amount of $105,000.

b. Fees ordinarily due upon issuance of the building permit for this project shall be paid prior to issuance of the certificate of occupancy, including any temporary certificate of occupancy. This is a delay in the collection of the fees by the Town, and is of benefit to the Developer and a concession by the town for the Public Benefits brought by this Project. The Developer shall indemnify and hold the Town harmless from any claim by a subsequent purchaser for delay, lost profits, consequential or special damages arising as a result of this delayed collection of fees.

c. The remaining Public Improvements shall be constructed prior to a certificate of occupancy is granted for the Solaris building. For clarity, the certificates of occupancy for the childcare center, art park, and kiosk will not be conditioned upon completion of the Public Improvements and may be issued before said completion is achieved.

ARTICLE III
DEVELOPER'S DUTIES

1. For any offsite infrastructure constructed by the Developer, the Developer shall design, permit, and construct the infrastructure in the location approved by the Town and as shown on plans (to be submitted), according to engineering best practices, requirements of the Town, and requirements of the North Carolina Department of Environmental Quality (NCDEQ) and any other regulatory agency. For any land owned or controlled by the Developer, the Developer shall secure and dedicate to the Town all necessary easements for the construction and perpetual maintenance of the infrastructure referenced. For any land not owned by or controlled by the Developer, the Town shall convey such land owned by the Town to the Developer or secure all necessary easements on land owned by third parties for the construction and perpetual maintenance

of the infrastructure referenced in a timely manner so as not to delay the completion of the Developer's Duties.

2. The Developer shall construct in a workmanlike manner the Onsite Public Infrastructure according to the design specifications and criteria of the Town which are existing at the time of this agreement, as well as full compliance with any NCDENR requirements. Said infrastructure, together with any and all appurtenances, easements, and equipment associated with the project required for public dedication shall be dedicated to the Town in a manner consistent with the development plan and in a manner in accordance with the Town's standards.

3. The Developer shall construct the public infrastructure according to the plans and specifications submitted in a manner consistent with the standards of the Town which are in effect at the time of this Agreement.

4. The Developer (or his successors, and/or assigns) shall pay all development fees for the development at the time they would otherwise ordinarily be due (or as otherwise amended pursuant to 11(b) above) and in an amount that is determined by the fee schedule approved in the annual budget which is in effect at the time of this Agreement.

5. Developer shall maintain the Workforce Housing Units in the manner described above for twenty years.

ARTICLE IV
DEVELOPER FINANCIAL BENEFITS

1. The following benefits are agreed to by the Parties in consideration of the Public Benefits brought about by the Project.

a. As described in Article II, paragraph 11(c), the Developer shall be allowed to defer town fees ordinarily due at time of building permit or plat recordation to the time at which a certificate of occupancy would be due.

b. Synthetic Tax Increment Grant. In consideration of the Developer's construction of the Public Infrastructure, the Town shall grant to the Developer, as a reimbursement for the costs associated with the Public Infrastructure, an amount equal to the costs of such Actual Construction Costs of the work, payable as follows:

Upon completion of the Solaris building (at such time all Public Improvements have been completed), the Parties shall determine the difference in the ad valorem tax revenue of the Property from the Town's FY 2021/2022 ("Base Tax Revenue") and the tax revenue of the Town attributable to the Property the first tax year after completion of the Solaris Building ("Increased Tax Revenue"). For purpose of clarity, in calculating the Base Tax Revenue and the Increased Tax Revenue for the Property, all three Tracts shall be considered. The difference between the Base Tax Revenue and the Increased Tax Revenue is the Incremental Tax Revenue. For the seven years following the completion of the Solaris Building, the Town shall pay

2. TERM: The duration of the agreement is for ten (10) years. The parties are not precluded from entering into subsequent development agreements that may extend the original duration period. Condition precedent to this Agreement are: 1. that the Town approves the petition for rezoning, the petition for annexation, and the Master Plan; and 2. that Developer acquire in fee simple absolute the Property within 90 days of approval of the Master Plan.

3. DEVELOPMENT PERMITTED USES: The development uses permitted on the Property and the location of those uses are shown on the Concept Plans.

a. The Concept Plans indicate a Project, which generally consists of development of three tracts. For the purposes of this Agreement, all three (3) tracts shall be deemed as one (1) single project for the purposes of complying with the Town of Holly Springs Unified Development Ordinance Mixed Use Option regulations. The Master Plan for the initial Mixed Use approval and authorization shall include all three Tracts.

The proposed uses are as follows, and are subject to the Zoning Conditions as listed in Exhibit C:

Tract 1 is an approximate 12,000 square foot commercial stand-alone building, together with an age-targeted senior living facility consisting of approximately 190 residential living units;

Tract 2 is an approximate 60,000 square foot medical office building, and

Tract 3 shall consist of a child daycare campus, and an approximate 90,000 square foot mixed use commercial and multifamily residential building with approximately 160 residential units known as "Solaris." Solaris shall have multifamily dwellings existing above the ground floor commercial space, and shall have certain community features such as an "art-park," a stand-alone coffee and pastry kiosk, and other public spaces, as well as 50 residential units operated by the Developer as workforce housing ("Workforce Units.")

b. The Town hereby agrees that the land use described herein and shown on Exhibit B is in the best interest of the Town, is in keeping with the land use plans, and agrees, subject to statutory requirements, to rezone the Property in conformance with this Agreement.

c. The Developer voluntarily offers certain zoning conditions ("Zoning Conditions") as a part of this Agreement and any subsequent rezoning requests for the Property. These Zoning Conditions shall apply to the Mixed-Use Parcel, and are listed in Exhibit C.

d. WORKFORCE HOUSING: Developer desires to voluntarily designate 50 units of its Tract 3 development (i.e, the "Solaris" building) as workforce housing units. These units shall be made available to rent to those individuals working in the corporate limits of Holly Springs or actively seeking employment therein, who earn 50% to 80% of

to the Developer the percentage of Incremental Tax Revenue in the years and amounts as indicated below:

Years 1 & 2:	80%
Years 3 through 5:	40%
Year 6:	30%
Year 7:	10%

The sum of this reimbursement amount shall have a MAXIMUM CAP OF $585,000, and the term shall have a maximum term of 7 years. In the event that the Maximum Cap is reached prior to the expiration of the 7-year term, no further reimbursement shall be allowed. Payments shall be made once annually within 30 days of certification by Town staff that the Town's portion of ad valorem taxes have been fully paid on the Property. The Town shall not be obligated to make more than 7 such payments, and shall only pay the Developer and no other party.

2. The following financial benefit is agreed to by the Parties for the mutual benefit of the Parties.

a. In consideration of the Workforce Housing, the Developer shall be allowed to install a master water meter for 50 of the Workforce Housing units. Ordinarily, the Town requires one meter per Equivalent Residential Unit ("ERU"), and collects a System Development Fee for each ERU. The Developer shall be allowed to install one meter in a size appropriate to serve 50 residential units, and establish a sub-metering system to allocate costs and expenses among the 50 units without influence from the Town. In doing so, the Developer may install such water saving measures and efficient devices in these residential units as appropriate to the Developer, and the Town shall only have one metered connection instead of 50 which results in an administrative savings to the Town. The Town shall charge the Developer 50 separate monthly availability charges, however the Developer shall realize an avoidance of approximately $375,000 in System Development Fees.

ARTICLE V
GENERAL TERMS

1. All of the Developer's obligations under this Agreement, including but not limited to the obligations under Articles II and III of this Agreement, are contingent upon the Town's approval of the Developer's petition for rezoning, petition for annexation, and approval of the Master Plan.

2. All reimbursements, if any, for this project shall be provided on the basis of final documented Actual Costs, as approved by the Director of Engineering, in accordance with this agreement. Any opinions of project cost included in this agreement are based upon preliminary designs and are approximate.

4. The Developer shall be responsible for the complete design and construction of each project, including all surveying, design, permitting, plat preparation and recordation, testing, engineering, bidding, construction, inspection, acceptance, easement maps and documents, construction management, construction administration, and all other necessary functions to insure complete-in-place, fully functional projects built and operational in accordance with Town and State standards and approved plans for the project. The costs of all of these items shall be borne by the Developer and shall not be subject to reimbursement or participation by the Town, except as specifically described herein

5. All fees, charges and payments related to the actual construction of each project shall be borne by the Developer and shall not be subject to reimbursement or participation by the Town, except as set forth herein.

6. In the course of installing the sewer line or any other work on easements obtained by the Town and under the Town's ownership, the Developer shall operate under permission to encroach onto a Town easement and shall hold the Town harmless.

7. The Developer agrees to protect, defend, indemnify and hold the Town of Holly Springs and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising directly out of the entry onto and performance of work on the easements of the Town. The Developer further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

8. The Town agrees to protect, defend, indemnify and hold the Developer and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character made by third parties in connection with or arising from the injury to (including death of) persons or physical damage to property arising out of the performance of Town's obligations under this Agreement by the Town, its agents, employees and contractors (collectively, "Claims"), except to the extent any such Claims arise out of the negligence or willful misconduct of the Developer, or its agents, employees or contractors, or any third party. The Town further agrees to investigate, handle, provide defense for and respond to, any such Claims at its sole expense and agrees to bear all other costs and expenses related to such Claims, even if such Claims are groundless, false, or fraudulent but only to the extent the same are not expressly excluded as set forth herein.

9. All projects shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on infrastructure.

10. It shall be the responsibility of the Developer to ensure that all regulatory approvals for each project are in place before beginning construction.

development of the Project are those in force at the time of the execution of this Agreement, in the manner prescribed by Holly Springs Ordinance 14-164.

5. Notices under this agreement shall be to the following:

FOR THE TOWN:	FOR THE DEVELOPER:
Randy J. Harrington	Eli Zablud
Town Manager	Dunn Investments, LLC
PO Box 8	220 Tals Rock Way, Suite 3
Holly Springs, NC 27540	Cary, NC 27519
Reference:	

6. This Agreement shall be governed by and construed in accordance with the law of the State of North Carolina. The Parties consent to the jurisdiction of Superior Court Division of the General Court of Justice located in Wake County, North Carolina in the event a dispute arises between them regarding the terms of this Agreement.

7. If any paragraph or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall continue in full force and effect.

8. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors and assigns.

9. This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing.

10. Exhibit List: The following exhibits are hereby incorporated by reference:

EXHIBIT A: Map of the Property
EXHIBIT B: Preliminary Sketch of Development Plan
EXHIBIT C: Zoning Conditions

VILLAGE GATE ZONING MAP CHANGE – Revised Zoning Conditions – DATED 11/27/19

The Terms and Conditions contained in this Instrument shall run with the land, be binding on the Owner of the above-described property, its heirs, successors, assigns, and transferees, and shall be binding on any Person who may become an Owner of such property. The terms stated herein may not be modified or terminated by a decision of the Town of Holly Springs Town Council made at a public hearing after proper notice has been given and in connection with a petition for zoning map change. The terms and conditions contained in this Instrument shall be effective upon the approval of the conditional use district on the subject real estate and the issuance of the Conditional Use Permit(s) by the Town Council of the Town of Holly Springs. The Conditional Use Permit(s) shall be issued in accordance with the plans and terms approved by the Town of Holly Springs Town Council. The terms and conditions of this Instrument may be enforced by the Town of Holly Springs Town Council. This Conditional Use Permit shall be retained in the office of the Department of Planning & Zoning of the Town of Holly Springs, North Carolina and shall constitute additional restrictions on the use and development of the subject real estate.

1) All properties within the rezoning request shall be developed in accordance with the mixed-use development option in the Community Business zoning district as outlined in Section 5.03.L of Holly Springs United Development Ordinance. The property owner reserves the ability to request any variances, waivers, or administrative adjustments as permitted by the ordinance.

2) *All multifamily dwellings on TRACT 1 as shown on "EXHIBIT 1", shall be limited to age-restricted with associated amenities. A Declaration of Covenants, Conditions, and Restrictions ("Declaration") providing that at least eighty percent (80%) of all occupied units shall have as a resident of at least one person age 55 or older ("age restriction") shall be recorded with the applicable Register of Deeds Office. Covenants shall be at all times in full force and effect so long as the apartment complex remains as a multifamily use. Any rescission or modification of the covenants regarding age restriction shall have approval of the town.*

Prior to applying for any building permits, an opinion letter from an attorney licensed to practice in North Carolina shall be provided to the Town stating that the age restriction was drafted in a form that the attorney, in the exercise of customary professional diligence, would reasonably recognize as compliant with the Fair Housing Act 42 U.S.C Sec. 3601, et. seq., and the North Carolina State Fair Housing Act, N.C. Gen. Stat. 42A-1, et seq.

3) *The developer acknowledges the need to provide workforce housing within the Town of Holly Springs and is committed to doing so. A minimum of fifty (50) dwelling units shall be workforce housing units and shall be located on TRACT 3 as shown on "EXHIBIT 1".*

4) *The Town requires, pursuant to N.C.G.S. § 160A-372, the dedication and construction of streets and rights of way, as shown in the approved Comprehensive Transportation Plan and the approved Transportation Impact Analysis, to create conditions essential to public health, safety, and the general welfare. A recessing may be delayed until such time as necessary transportation improvements (to include offsite improvements) may be made, unless the Town and the Developer can enter into agreements to accelerate the time for completion of these needed improvements.*

A. *Establish a funding partnership with the Town of Holly Springs and NCDOT to provide a fee in lieu in the amount of $265,000.00 for the construction of the widening of southbound NC 55 Bypass to provide a third travel lane between Avent Ferry Road and South Main Street.*

B. *Widen the northbound Piney Grove Wilbon Road approach to provide a new through/right turn lane with a minimum of 250 feet of storage length and provide signal modifications to accommodate the geometrics changes. Actual construction of the improvements may utilize the contributing fund from other background developments at this intersection.*

C. *Site Access #1 (as shown on 'Exhibit 3') construct one inbound lane and two outbound lanes with an exclusive right turn lane and exclusive left turn lane with a minimum of 100 feet of storage length. Widen the southbound South Main Street approach to provide an exclusive right turn lane with a minimum of 100 feet of storage length.*

D. *Site Access #2 (as shown on 'Exhibit 3'), construct one inbound lane and one outbound lane (right in/right out only) with appropriate median channelization.*

E. *Site Access #3 (as shown on 'Exhibit 3'), construct one inbound lane and one outbound lane (right in/right out only) with appropriate median channelization. Widen the southbound South Main Street approach to provide an exclusive right turn lane with a minimum of 100 feet of storage length.*

F. *Site Access #4 (as shown on 'Exhibit 3'), construct one outbound lane (right out only) with appropriate median channelization. Widen the westbound Ralph Stephens Road approach to provide an exclusive right turn lane with a minimum of 100feet of storage length (subject to right of way constraints).*

G. *Site Access #5 (as shown on 'Exhibit 3'), construct one inbound lane and one outbound lane (right in/right out only). Convert the existing median to provide left in access on southbound South Main Street approach with a minimum of 150 feet of storage length; correspondingly, shorten the left turn land storage length at Ralph Stephens Road to 250 feet. Widen northbound South Main Street approach to provide an exclusive right turn lane with a minimum of 100 feet of storage length.*

H. *Widen the southbound Southern Crossing Boulevard approach to provide an exclusive left turn lane with a minimum of 100 feet of storage length.*

5) *The Town requires fees to be paid upon development of land and for the granting of a building permit. Said fees are listed in the Town's annual budget, and with this rezoning the Developer agrees he/she (i) is familiar with these fees, (ii) does not dispute the reasonableness of these fees as set forth in the Town's annual budget, and (iii) notwithstanding any reimbursements discussed at this time through an Infrastructure Reimbursement Agreement, hereby agrees to timely pay all normal and customary fees applicable to Developer in connection with the Residential Project. Such fees are listed in the current year annual budget of fees at the time the fee is due under the ordinary course of development.*

6) *Proposed uses on Tract 2 as identified on 'Exhibit 1' shall be limited to professional office only.*

7) *To the greatest extent possible, parking shall be located at or behind the front façade of all buildings on tracts 1 and 3 as identified on 'Exhibit 1.'*

8) *Tract 3 as identified on 'Exhibit 1' shall be limited to mixed-use development containing two or more of the following uses: commercial, multifamily dwellings, professional office, and child care center.*

9) *For proposed building facades located within fifty (50) feet of the intersection of South Main Street and Ralph Stephens Road and fronting such intersection, shown on Tract 3 as identified on 'Exhibit 1', shall contain first floor commercial uses. Sides and rear facades of such buildings may contain ground floor residential uses.*

10) *The maximum building height of the proposed development shall be 75 feet.*

11) *The developer understands that walkability is crucial to this mixed use concept. Therefore, the developer will construct a ten foot wide asphalt public greenway, in accordance with Town of Holly Springs Design and Construction Standards, terminating at the intersection of Ralph Stephens Road and South Main Street with a maximum linear footage of 2,500 feet in a direction and alignment to be determined with town staff at the time of first development plan, within current available public right-of-way.*

12) *The developer shall provide an "urban art park" within Tract 3 with a minimum size of 6,000 square feet and shall consist of:*

A. *A hard surface patio/stage with a minimum size of 300 square feet for performances and concerts;*

B. *An area for the display of public art with a minimum size of 1,500 square feet;*

C. *A kiosk structure for retail sales with a minimum building size of 144 square feet and 200 square feet of hard surface outdoor dining area patio;*

D. *The Art Park shall be owned and maintained by the developer or current owner of the mixed-use building.*

TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS:
8/28/20-PER TOHS COMMENTS

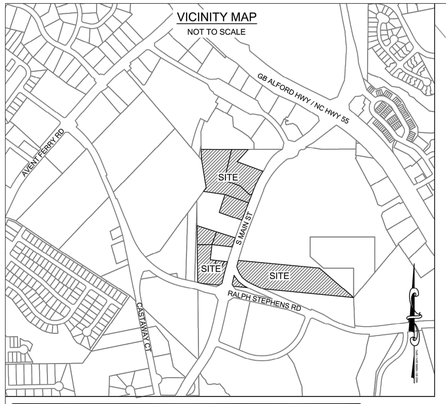
Developers Agreement
Village Gate Tract 1
South Main Street
Holly Springs, NC

SCALE: AS NOTED
DRAWN BY: CDR
PROJECT # 19199
DATE: 7/24/20
SHEET D-1
OF

Know what's below. Call before you dig.

Z:\Projects\Eli Zablud\Village Gate\Tract 1 Aspens Multi-Family\Submittals (CAD)\Village Gate Tract 1 SP10 (PMP).dwg, 10/1/2020 1:31:56 PM, AutoCAD PDF (General Documentation).pc3

VICINITY MAP
NOT TO SCALE



I, STEVEN P. CARSON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 16147 PAGE 705, BOOK 12130 PAGE 2447, BOOK 3943 PAGE 278, BOOK 8971 PAGE 1846, BOOK 12130 PAGE 2441, AND BOOK 14197 PAGE 2522); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND AS SHOWN HERE ON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:40,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS _____ DAY OF _____, A.D., 2019.

I, FURTHER THAT IN ACCORDANCE WITH G.S. 47-30-F-11-C-1; CERTIFY THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. FOR THE PURPOSE OF THIS SUBSECTION, AN "EXISTING PARCEL" OR "EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE, LEGAL DESCRIPTION CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

PRELIMINARY

STEVEN P. CARSON, PLS — DATE
NC LICENSE NO. L-4752

THIS MAP IS CONSIDERED PRELIMINARY, NOT FOR RECORDATION, CONVEYANCE OR SALES UNLESS SIGNED AND SEALED BY THE LICENSED SURVEYOR.

NOTES
1. THE PROPERTY LIES IN ZONES "X" PER NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 3720064800J, DATED 05/02/2006.
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES AND ALL BEARINGS ARE NAD 83 / NSRS 2011, NORTH CAROLINA STATE PLANE UNLESS OTHERWISE SHOWN.
3. SITE ZONED "R-20" & "CB" PER WAKE COUNTY GIS.
4. AREAS COMPUTED BY COORDINATE METHOD.
5. THIS SURVEY WAS PREPARED BY BATEMAN CIVIL SURVEY COMPANY, UNDER THE SUPERVISION OF STEVEN P. CARSON, PLS.
6. SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT.
7. CEMETERY SHOWN IS AS OBSERVED.
8. NO DESCRIPTION OF CEMETERY OBSERVED IN REFERENCE OF DEED.

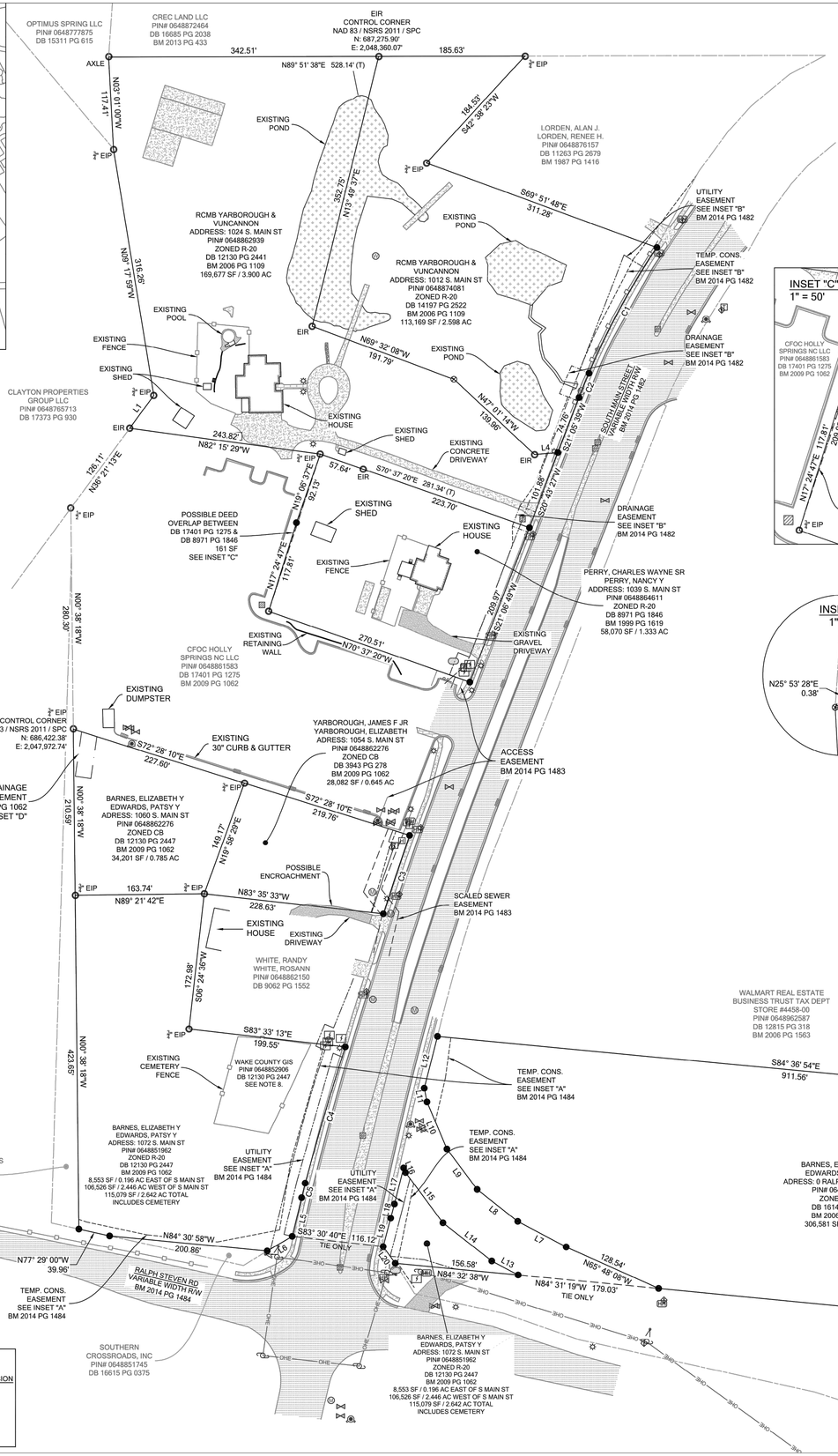
LEGEND
- EXISTING BOUNDARY CORNER FOUND
- BOUNDARY CORNER SET (3/4 IPS)
- COMPUTED POINT
- CONCRETE MONUMENT FOUND
- CLEAN OUT
- TRANSFORMER / ELECTRIC BOX
- LIGHT POLE
- UTILITY POLE
- WATER METER
- FIRE HYDRANT
- UTILITY VALVE
- HAND WELL
- CABLE PEDESTAL
- TELEPHONE PEDESTAL
- HOT BOX
- CATCH BASIN
- DROP INLET
- UTILITY MANHOLE
- UTILITY HAND HOLE
- SIGN
- GUY WIRE
- BURIED UTILITY MARKER
- FLAG

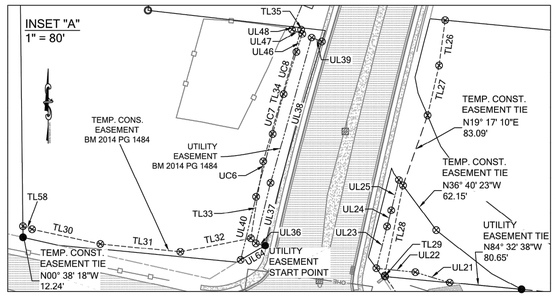
- OVERHEAD UTILITY
- UNDERGROUND STORM DRAIN
- FENCE / GUARD RAIL
- DRAINAGE EASEMENT
- ACCESS EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- UTILITY EASEMENT
- SCALED SEWER EASEMENT
- ADJOINING PROPERTY LINE
- SURVEYED PROPERTY LINE

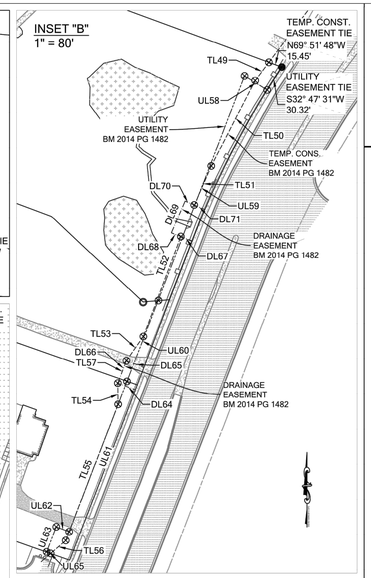
- BRICK
- PAVEMENT
- GRAVEL
- CONCRETE
- POND

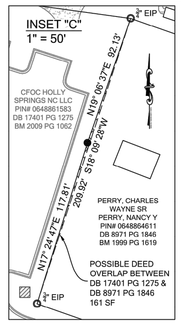
EIP	EXISTING IRON PIPE
EIR	EXISTING IRON REBAR
IPS	IRON PIPE SET
PKS	PK NAIL SET
PKF	PK NAIL FOUND
(T)	TOTAL
DB	DEED BOOK
PG	PAGE
BM	BOOK OF MAPS
R/W	RIGHT OF WAY
POB	POINT OF BEGINNING
N	NORTH
E	EAST
S	SOUTH
W	WEST
TEMP.	TEMPORARY
CONS.	CONSTRUCTION

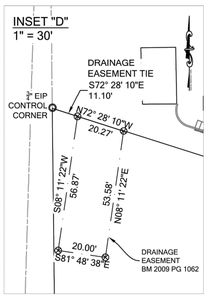
CLASS OF SURVEY: A
POSITIONAL ACCURACY: 0.06'
TYPE OF GPS FIELD PROCEDURE: OPUS STATIC SESSION
DATES OF SURVEY: DECEMBER 2019
DATUM/EPOCH: NAD83/NSRS2011/SPC
GEOID MODEL: 12B
COMBINED GRID FACTOR(S): 0.999878841
UNITS: US SURVEY FEET

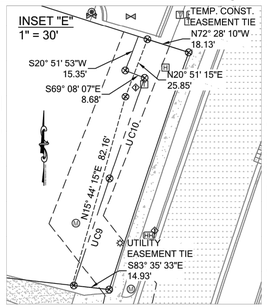


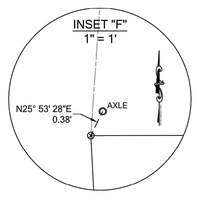


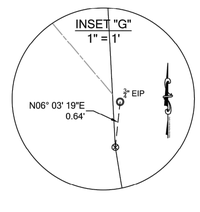












DRAINAGE EASEMENT LINE TABLE		
LINE#	DIRECTION	LENGTH
DL64	S69° 11' 23"E	21.00'
DL65	N69° 11' 23"W	21.00'
DL66	S20° 48' 37"W	27.00'
DL67	S68° 53' 01"E	14.00'
DL68	S68° 53' 01"E	11.00'
DL69	S23° 28' 12"W	38.63'
DL70	N66° 55' 24"W	11.00'
DL71	N66° 57' 24"W	12.98'

LINE TABLE		
LINE#	DIRECTION	LENGTH
L1	N36° 18' 10"E	51.47'
L4	S85° 18' 13"W	29.68'
L5	S13° 43' 43"W	50.43'
L6	S59° 30' 11"W	36.74'
L7	N62° 04' 35"W	69.56'
L8	N51° 54' 19"W	65.38'
L9	N36° 41' 27"W	64.25'
L10	N23° 03' 23"W	64.65'
L11	N10° 57' 46"W	18.04'
L12	N14° 22' 24"E	67.55'
L13	S62° 03' 31"E	37.84'
L14	S51° 53' 15"E	78.74'
L15	S36° 40' 23"E	79.43'
L16	S23° 02' 19"E	6.28'
L17	N14° 19' 51"E	47.08'
L18	N14° 51' 53"E	18.57'
L19	N14° 44' 15"E	37.42'
L20	N35° 55' 00"W	26.14'

UTILITY EASEMENT LINE TABLE		
LINE#	DIRECTION	LENGTH
UL21	N73° 03' 08"W	40.22'
UL22	N84° 15' 12"W	43.77'
UL23	N14° 25' 12"E	48.12'
UL24	N14° 32' 50"E	18.60'
UL25	N14° 00' 48"E	35.10'
UL36	N76° 16' 20"W	10.75'
UL37	N13° 43' 40"E	69.27'
UL38	N15° 47' 32"E	168.90'
UL39	S67° 48' 30"E	12.33'
UL40	N13° 43' 40"E	72.57'
UL46	N18° 06' 40"E	21.11'
UL47	N67° 16' 44"W	12.51'
UL48	N22° 11' 30"E	3.38'
UL58	N58° 10' 26"W	29.79'
UL59	S21° 01' 50"W	268.99'
UL60	S21° 01' 50"W	97.20'
UL61	S21° 01' 50"W	180.04'
UL62	N68° 57' 20"W	15.43'
UL63	S21° 02' 40"W	29.92'
UL64	S59° 30' 11"W	31.75'
UL65	S68° 57' 20"E	7.59'

TEMP. CONS. EASEMENT LINE TABLE		
LINE#	DIRECTION	LENGTH
TL26	N07° 41' 00"E	50.90'
TL27	N12° 55' 28"E	57.48'
TL28	S11° 33' 52"W	102.73'
TL29	S34° 11' 14"E	1.17'
TL30	S78° 02' 20"E	78.03'
TL31	S84° 14' 57"E	89.81'
TL32	N79° 01' 14"E	80.29'
TL33	N09° 10' 16"E	87.15'
TL34	N16° 03' 55"E	153.04'
TL35	N25° 53' 10"E	2.24'
TL49	S37° 00' 12"W	25.43'
TL50	S27° 14' 06"W	107.28'
TL51	S23° 09' 51"W	47.86'
TL52	S20° 34' 52"W	119.27'
TL53	S34° 55' 11"W	33.07'
TL54	S00° 51' 11"E	23.60'
TL55	S21° 03' 31"W	163.00'
TL56	S49° 02' 17"W	22.30'
TL57	S20° 48' 37"W	27.00'
TL58	S71° 42' 32"E	10.76'

CURVE TABLE				
CURVE#	LENGTH	RADIUS	BEARING	CHORD
C1	181.37'	978.00'	S28° 22' 02"W	181.11'
C2	33.45'	978.00'	S22° 04' 24"W	33.45'
C3	104.94'	4052.00'	S18° 30' 09"W	104.94'
C4	180.41'	4054.07'	S16° 23' 18"W	180.40'
C5	18.84'	4057.25'	S13° 51' 42"W	18.84'
UC6	72.86'	10214.35'	N14° 42' 42"E	72.86'
UC7	46.14'	2429.34'	N15° 23' 59"E	46.14'
UC8	49.21'	1578.48'	N16° 58' 07"E	49.21'
UC9	47.33'	3542.17'	S18° 25' 44"W	47.33'
UC10	44.67'	4893.04'	S19° 14' 19"W	44.67'

GRAPHIC SCALE
80 0 40 80 160 320
(IN FEET)
1 inch = 80 ft.

NAD 83 / NSRS 2011 / SPC

BATEMAN CIVIL SURVEY COMPANY
ENGINEERS ● SURVEYORS ● PLANNERS
2524 RELIANCE AVENUE, APEX, NC 27539
PHONE: (919) 577-1080 FAX: (919) 577-1081
INFO@BATEMANCIVILSURVEY.COM
NCBELS FIRM# C-2378

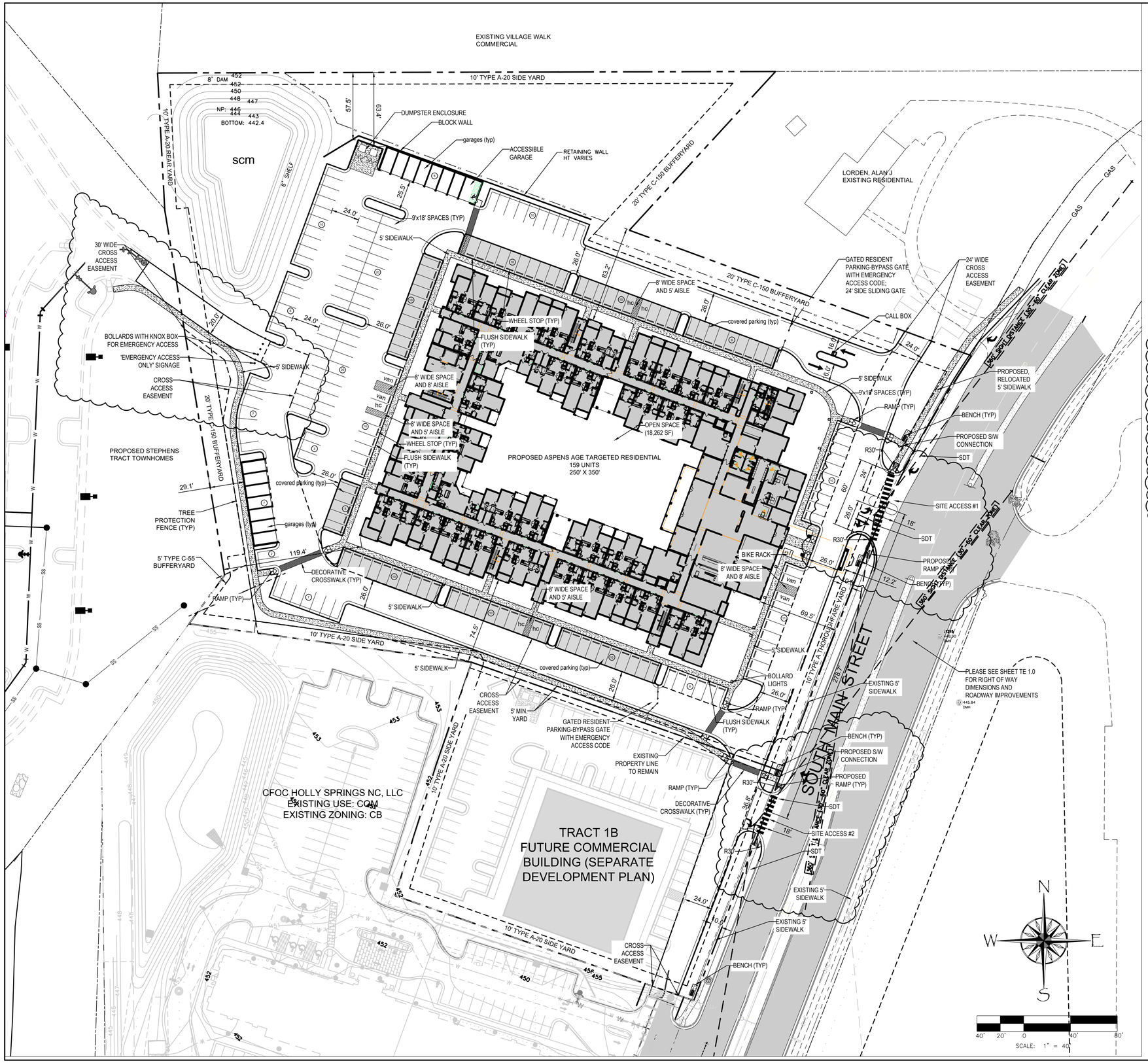
BOUNDARY SURVEY
AS RECORDED IN DEED BOOK 16147 PAGE 705, BOOK 12130 PAGE 2447, BOOK 3943 PAGE 278, BOOK 8971 PAGE 1846, BOOK 12130 PAGE 2441, AND BOOK 14197 PAGE 2522
HOLLY SPRINGS TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

REVISIONS
1.
2.
3.
4.
5.

DESIGNED BY: N/A
DRAWN BY: CJM
CHECKED BY: SPC
SCALE: 1" = 80'
DATE: 12/23/2019
JOB NUMBER: 190587

SHEET 1

Z:\Projects\Eli Zablud\Village Gate\Tract 1 Aspens Multi-Family\Submittals (CAD)\Village Gate Tract 1 SP10 (PMP).dwg, 10/1/2020 1:32:02 PM, AutoCAD PDF (General Documentation).pc3



SITE DATA- TRACT 1

PINS 0648-86-2939 0648-87-4081 0648-86-4611

TOTAL TRACT AREA:	340,915 SF 7.82 AC
OVERALL APPROXIMATE DENSITY PER DEVELOPER'S AGREEMENT:	
COMMERCIAL:	APPROX. 12,000 SF
RESIDENTIAL:	APRROX. 190 UNITS
ZONING:	CB-CU
PROPOSED USE:	MIXED USE
PROPOSED # OF UNITS:	159
PROPOSED SF RESIDENTIAL BUILDING:	195,844 SF
NUMBER OF LOTS:	2
OWNER:	DUNN INVESTMENTS, LLC

SETBACKS AND BUFFERS:

THOROUGHFARE:	10'
MIN. SIDE YARD:	10'
MINIMUM REAR YARD:	10'
MINIMUM BUFFERYARD:	20'

MAXIMUM BUILDING HEIGHT- 60'

PARKING REQUIRED:
159 AGE TARGETED MULTI-FAMILY UNITS
PER DIRECTOR'S DETERMINATION
(1.20 SPACES PER UNIT+ 10% FOR VISITOR) REQ'D:210 SPACES

PARKING PROVIDED INCLUDING GARAGES: 211 SPACES
*A PARKING REDUCTION HAS BEEN REQUESTED THROUGH AN ADMINISTRATIVE DETERMINATION. A PARKING RATION OF 1.3 SPACES PER DWELLING UNIT HAS BEEN REQUESTED.

OPEN SPACE CALCULATIONS:
340,915 SF X 1%= 3,409 SF REQUIRED
18,262 SF PROVIDED

GENERAL NOTES

ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING AND CONSTRUCTION STANDARDS

CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.

CONTRACTOR SHALL OBTAIN A COPY OF THE CURRENT STANDARDS AND SPECIFICATIONS OF THE TOWN OF HOLLY SPRINGS TO REFER TO DURING CONSTRUCTION OF THE PROJECT.

CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING ABOVE AND BELOW GROUND UTILITIES IN THE AREA PRIOR TO CONSTRUCTION AND COORDINATE THE RELOCATION OF THESE UTILITIES WITH THE APPROPRIATE AUTHORITIES.

ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS SEDIMENT AND EROSION CONTROL ORDINANCE.

ALL ENVIRONMENTAL PERMITS MUST BE OBTAINED PRIOR TO CONSTRUCTION DRAWING APPROVAL AND/OR ISSUANCE OF A LAND DISTURBANCE PERMIT.

DIGITAL INFORMATION IS FROM SURVEY DATED DEC. 2019 FROM BATEMAN CIVIL SURVEY.

1. THE CONTRACTOR SHALL CONTACT " NORTH CAROLINA ONE CALL" AT 800-632-4949 FOR ASSISTANCE IN LOCATING EXISTING UTILITIES. CALL AT LEAST 48 HOURS PRIOR TO ANY DIGGING.
2. EXISTING CONDITIONS AND UTILITIES SHOWN ARE BASED ON INFORMATION PROVIDED BY BATEMAN CIVIL SURVEY. BASE SURVEY SUPPLIED BY BATEMAN CIVIL SURVEY. THE CONTRACTOR SHALL FIELD VERIFY CONDITIONS PRIOR TO STARTING CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. CONFLICTS INVOLVING PUBLIC WATER, SANITARY SEWER, AND STORM DRAINAGE CONSTRUCTION SHALL BE RESOLVED TO THE SATISFACTION OF THE TOWN OF HOLLY SPRINGS.
3. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS STANDARDS AND SPECIFICATIONS.
4. BUILDING FOOTPRINT PROVIDED BY DESIGN DEVELOPMENT ARCHITECTS.
5. H/C RAMPS AND PARKING SPACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA STANDARDS.
6. THE CONTRACTOR IS RESPONSIBLE FOR INVESTIGATING SOIL CONDITIONS ON SITE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY UNSUITABLE MATERIAL UPON FIRST CONTACT.
7. ALL POWER LINES SHALL BE PLACED UNDERGROUND OR RELOCATED IN COORDINATION WITH DUKE ENERGY. IF RELOCATION OF OVERHEAD POWER LINES UNDERGROUND IS DEEMED NOT FEASIBLE BY THE TOWN AND/OR UTILITY COMPANY, A FEE-IN-LIEU WILL BE REQUIRED FOR THIS PROJECT.
8. NO FILL MATERIAL IS TO BE BROUGHT INTO THE NRBI BUFFERS.
9. NO BUILDING STRUCTURES ARE ALLOWED WITHIN ANY OF THE BUFFER AREAS.

TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA No. C-551 PORTFOLIO DESIGN PLLC DBA BIRA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 11/2/20 No. 2136 Christopher D. Rurkowski

PRELIMINARY NOT FOR CONSTRUCTION

811 Know what's below. Call before you dig.

REVISIONS:
8/28/20-PER TOHS COMMENTS
10/2/20-PER TOHS COMMENTS
11/2/20-PER TOHS COMMENTS

Site Plan
Village Gate Tract 1
South Main Street
Holly Springs, NC

SCALE: 1"=40'
DRAWN BY: CDR
PROJECT # 19199
DATE: 7/24/2020
SHEET L-1 OF

N-1 STORMWATER MAINTENANCE EASEMENT | N-2 | N-3 10' A-20 BUFFER | N-4 | N-5 | N-6 | N-7 20' C-150 BUFFER | N-8

8' DAM
452
452
450
448 447
NP: 446 444 443
BOTTOM: 442.4

W-1 | W-2 | W-3 | W-4 | W-5 | W-6

10' A-20 BUFFER | 20' C-150 BUFFER | 6' SHELF | STORMWATER MAINTENANCE EASEMENT

scm

E-1 | E-2

RETAINING WALL HT VARIES

DRAINAGE EASEMENT

20' PUB. STORM EASEMENT | 20' PRIV. STORM EASEMENT | 10' PRIV. STORM EASEMENT | 20' PUB. W. ESMT | 20' PUB. STORM EASEMENT

NORTH ELEVATION | WEST ELEVATION | SOUTH ELEVATION | EAST ELEVATION

TREE PROTECTION FENCE (TYP)

S-1 | S-2 | S-3

NW-1

Thoroughfare Buffer

SOUTH MAIN STREET

20' PUBLIC STORM EASMT | 30' COMBINED WATER/STORM MAINS ESMT | 20' PUBLIC STORM EASMT | 20' PUBLIC W. ESMT

SDT | FDC | HYDRANT | MASONRY PLANTER

360° SIGHT DISTANCE (30'-60' CLEAR ZONE)

10' PUBLIC SIDEWALK | 6' CONCRETE SIDEWALK | 2.0% SLOPE | 4.0% SLOPE | 8' CONCRETE STEPS W/ HAND RAILS | 6' CONCRETE RAMP W/ HAND RAILS | CMU RETAINING WALL

GED STEPHENS TOWNHOMES

TRACT 1B
FUTURE COMMERCIAL BUILDING (SEPARATE DEVELOPMENT PLAN)

MATCH LINE

1 LANDSCAPE PLAN

MATCH LINE

S-4 | S-5 | S-6

10' A-20 BUFFER | 10-OF | 6-UPB | 7-AB | 7-CM | 7-CM | SDT

CONCRETE PATH/PAVEMENT (STAMPED AREA)

2 LANDSCAPE PLAN

CALCULATIONS, PLANT LIST, NOTES, AND PLANT DETAILS ARE LOCATED ON SHEET L-2 and L-3

N
W E
S

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECTURAL No. C-551 PORTLAND DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT Christopher D. Rutkowski No. 2135 10/2/20

811 Know what's below. Call before you dig.

PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS:
8/28/20-PER TOHS COMMENTS
10/2/20-PER TOHS COMMENTS

LANDSCAPE PLAN
Village Gate Tract 1
South Main Street

SCALE: on drawing
DRAWN BY: JGB
PROJECT # 19199
DATE: 07-16-20

SHEET
L-2
OF 1

Z:\Projects\Eli Zabluda\Village Gate\Tract 1 Aspens Multi-Family\Submittals (CAD)\Village Gate Tract 1 SP10 (PMP).dwg, 10/7/2020 1:32:23 PM, AutoCAD PDF (General Documentation).pc3

UB 24-2 Specifications
24" DeepRoot Tree Root Barriers

Specified tree root barriers are a mechanical barrier and deflector that directs roots down and away from sidewalks, curbs, slopes and landscapes. Assembled in 2' long modules to create varying sizes of cylinders for surrounding root balls (recommended style) or for linear applications directly beside a hardscape adjacent to one side of the trees (Linear planting style).

A. Materials

1. The contractor shall furnish and install tree root barriers as specified. The tree root barriers shall be product # UB 24-2 as manufactured by Deep Root Partners, LP, 81 Langton St. #4 San Francisco, CA 94103 (800) 458-1800 www.deeproot.com. The barrier shall be 90mm, bourbon #green, 2' long, 0.085" (2.16mm) wall thickness in modules 24" (610mm) long by 24" (610mm) deep, manufactured from 100% virgin and post-consumer recycled polypropylene plastic with added ultraviolet inhibitors, recyclable. Each panel shall have:

four less than 4 #slotted integral Vertical Root Deflecting Ribs of at least 0.085" (2.16mm) thickness protruding 3/4" (19.1mm) from the inside surface of the panel, spaced 6" (152mm) apart. (See panel drawing below)

A Double Top Edge consisting of two parallel, integral, horizontal ribs at the top of the panel of a minimum 0.085" (2.16mm) thickness, 3/8" (9.53mm) wide and 3/4" (19.05mm) apart with the outermost rib 1/2" (12.7mm) from the top edge of the panel.

A minimum of 3 Anti-UV Ground Lock Tabs consisting of integral horizontal ridges of a minimum 0.085" (2.16mm) thickness in the shape of a segment of a circle, the 2" (50.8mm) chord of the segment joining the panel wall and the segment, protruding 3/4" (19.1mm) from the panel wall. The ground lock tabs shall be sized and shall be about equally spaced between each of the vertical root deflecting ribs (3 between each set of ribs, see Detail "F").

An Integrated Zipper Joining System providing for instant assembly by sliding one panel into another. (See Detail "C")

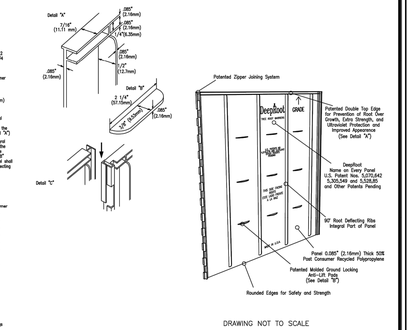
2.The basic properties of the material shall be:

Test	ASTM Test Method	Typical Value Copolymer Polypropylene
Tensile strength @ yield — Mpa	D638	3.5#1 PSI
Tensile strength @ yield — Kpa	D638	3,846 PSI
Flexural Elasticity — Mpa	D638	7,445
Flexural Elasticity — Kpa	D638	7,575
Flexural Modulus	D7028	119,825 PSI
Notched Izod Impact — Mpa	D256A	3.84 (51-Mpa)
Notched Izod Impact — Kpa	D256A	84.4

B. Construction and Installation

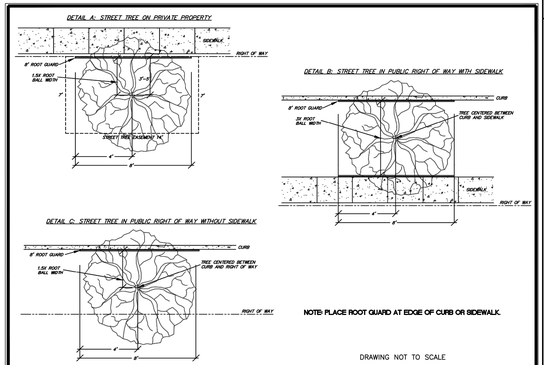
1. The contractor shall install the tree root barriers with the number of panels and in the manner shown on the Drawings. The vertical root deflecting ribs shall be facing towards the tree. The top edge of the panel and the top edge shall be 1/2" (12.7mm) above grade. Each set of two or more panels of panels shall be connected to form a circle around the root ball or joined in a linear fashion and placed along the adjacent hardscape.

2. Excavation and soil preparation shall conform to the Drawings



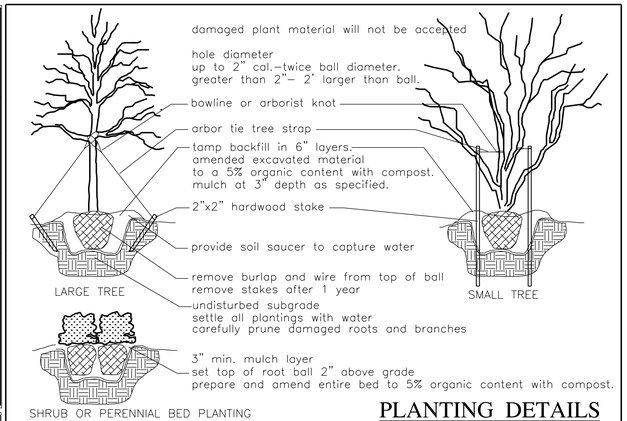
DRAWING NOT TO SCALE

STANDARD ROOT GUARD	STANDARD DETAIL NUMBER: HS817
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS



DRAWING NOT TO SCALE

STANDARD ROOT GUARD INSTALLATION	STANDARD DETAIL NUMBER: HS816
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS 7/17/18



PLANTING DETAILS

GENERAL PLANTING NOTES

1. VERIFICATION OF TOTAL QUANITIES AS SHOWN SHALL BE THE RESPONSIBILITY OF THE PLANTING CONTRACTOR.
2. ALL TREES, SHRUBS, AND BEDDING PLANTS SHALL CONFORM TO THE ACCEPTED STANDARDS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
3. ALL SAUCERS SHALL BE SOAKED WITH WATER AND MULCHED IMMEDIATELY FOLLOWING PLANTING.
4. SET TOP OF TREE ROOT BALL 3" ABOVE GRADE, SHRUBS 2" ABOVE GRADE.
5. PLANT MATERIAL SHALL CARRY A ONE YEAR WARRANTY AND REPLACEMENT GUARANTEE.
6. AMEND PLANTING SOIL WITH FERTILIZE AND/OR LIME PER SOIL TEST REPORT AT THE RECOMMENDED MANUFACTURERS APPLICATION RATE.
7. THOROUGHLY MIX AGED COMPOST WITH PLANTING SOIL TO ACHIEVE A 5%–10% ORGANIC CONTENT BY VOLUME.
8. GUYING AND STAKING, IF NECESSARY, SHALL BE REMOVED AFTER ONE GROWING SEASON.
9. ALL ROOT BALLS REMOVED FROM CONTAINERS SHALL BE SCARIFIED PRIOR TO BACKFILLING.
10. ALL TREES HAVE BEEN LOCATED WITH RESPECT TO KNOWN OR EXISTING FACILITIES OR STRUCTURES, COORDINATE FIELD ADJUSTMENT WITH PROJECT OWNER OR AGENT.
11. ALL PLANT BEDS AND PLANT MATERIAL SHALL BE MAINTAINED IN GOOD HEALTH, AND ANY DEAD, UNHEALTHY OR MISSING PLANTS SHALL BE REPLACED WITH LOCALLY ADAPTED VEGETATION WHICH CONFORMS TO THE INITIAL PLANTING STANDARDS OF THE LANDSCAPE ORDINANCE.
12. REPORT ANY DESCREPANCIES TO THE PROJECT OWNER OR AGENT.
13. SUBSTITUTIONS OR ALTERATIONS SHALL NOT BE MADE WITHOUT PRIOR WRITTEN NOTIFICATION BY THE OWNER OR AGENT.
14. APPLY MULCH TO ALL PLANTING AREAS AS SPECIFIED.
15. ADD COMPOST TO PLANTING SOIL TO ACHIEVE 5% ORGANIC CONTENT.
16. ALL BEDS ARE TO HAVE A SPADE CUT MULCH EDGE WHEN ADJACENT TO TURF.

LANDSCAPE NOTES

1. All landscaping shall be installed and maintained in accordance with the Town of Holly Springs development code and the latest edition of nursery standards by the American Nursery and Landscape Association (ANLA).
2. Call utility locator service prior to any disturbance on this site. Contractor shall be responsible for confirmation of marked utilities within the area of work.
3. Do not change the design without approval from the the Owner and/or code compliance authority .
4. All areas not otherwise specified shall be permanently seeded with tall turf fescue, established per sediment and erosion control requirements.
5. All sod areas shall be permanently established with Tiffany 419 or TifTuf Bermuda sod or approved eqv .
6. Hard fescue/Southeast wildflower mix shall be seeded in disturbed areas not intended to be maintained as mowed turf or mulched landscape beds.
7. Foundation planting beds shall exhibit positive drainage, consist of native topsoil or imported eqv to a minimum depth of 8", and fertilized/limed per soil report.
8. Seeded or turf areas shall be fine graded, consisting of native topsoil or imported eqv to a minimum depth of 4" and fertilized/limed per soil report.
9. Landscape contractor shall verify plant quantities. If there is a discrepancy, use higher quantity.
10. All newly installed trees and shrubs shall be guaranteed by the contractor for one year and replaced at the owners request if the plant is stressed, damaged, diseased or dead.
11. Owner shall be responsible for the replacement of any required planting. Such replacement shall occur during the next planting season.
12. Provide adequate visibility for safe vehicular and pedestrian movement within the parking area, plant materials located within five (5) feet of the back of curb / edge of pavement of an interior landscape island located at a critical turning point within a parking area shall be selected or maintained with a growth pattern not to exceed thirty-six (36) inches above grade.
13. Plants located in an easement area are subject to approval by easement holder.
14. No large trees shall be planted in utility easements.
15. Owner shall be responsible for maintenance all required landscaping by keeping lawns mowed, all plants maintained as disease free, all planting beds groomed and kept weed free (except in areas of preserved existing natural vegetation (i.e. thickets)), and kept free from trash, debris and other objectionable materials.

FOUNDATION LANDSCAPING

NORTH ELEVATION				
REQUIRED AREA	314 L.F. X 2 = 628 S.F.			
PROVIDED AREA	900 S.F.			
PUV REQUIRED	314 L.F. X 20 POINTS PER 100 FEET =			63
PUV PROVIDED	6 SM. EVER TREE AT 6' HT	(5.0 POINT)		30
PUV PROVIDED	15 MEDIUM SHRUBS AT 36" HT.	(1 POINT)		15
PUV PROVIDED	36 SM SHRUBS AT 24" HT.	(0.5 POINT)		18
			TOTAL PUV PROVIDED	63
EAST ELEVATION				
REQUIRED AREA	250 L.F. X 2 = 500 S.F.			
PROVIDED AREA	750 S.F.			
PUV REQUIRED	250 L.F. X 20 POINTS PER 100 FEET =			50
PUV PROVIDED	2 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)		10
PUV PROVIDED	3 SM. EVE. TREE AT 6' HT.	(5.0 POINT)		15
PUV PROVIDED	12 MEDIUM SHRUBS AT 36" HT.	(1 POINT)		12
PUV PROVIDED	28 SM SHRUBS AT 24" HT.	(0.5 POINT)		14
			TOTAL PUV PROVIDED	51
SOUTH ELEVATION				
REQUIRED AREA	314 L.F. X 2 = 628 S.F.			
PROVIDED AREA	230 S.F.			
PUV REQUIRED	314 L.F. X 20 POINTS PER 100 FEET =			63
PUV PROVIDED	5 SM. EVE. TREE AT 6' HT.	(5.0 POINT)		25
PUV PROVIDED	22 MEDIUM SHRUBS AT 36" HT.	(1 POINT)		22
PUV PROVIDED	32 SM SHRUBS AT 24" HT.	(0.5 POINT)		16
			TOTAL PUV PROVIDED	63
WEST ELEVATION				
REQUIRED AREA	250 L.F. X 2 = 500 S.F.			
PROVIDED AREA	700 S.F.			
PUV REQUIRED	250 L.F. X 20 POINTS PER 100 FEET =			50
PUV PROVIDED	4 SM. EVER TREE AT 6' HT	(5.0 POINT)		20
PUV PROVIDED	14 MEDIUM SHRUBS AT 36" HT.	(1 POINT)		14
PUV PROVIDED	32 SM SHRUBS AT 24" HT.	(0.5 POINT)		16
			TOTAL PUV PROVIDED	50
DUMPSTER ENCLOSURE				
REQUIRED AREA	68 L.F. X 2 = 136 S.F.			
PROVIDED AREA	210 S.F.			
PUV REQUIRED	68 L.F. X 20 POINTS PER 100 FEET =			14
PUV PROVIDED	3 SM. EVER TREE AT 6' HT	(5.0 POINT)		15
			TOTAL PUV PROVIDED	15

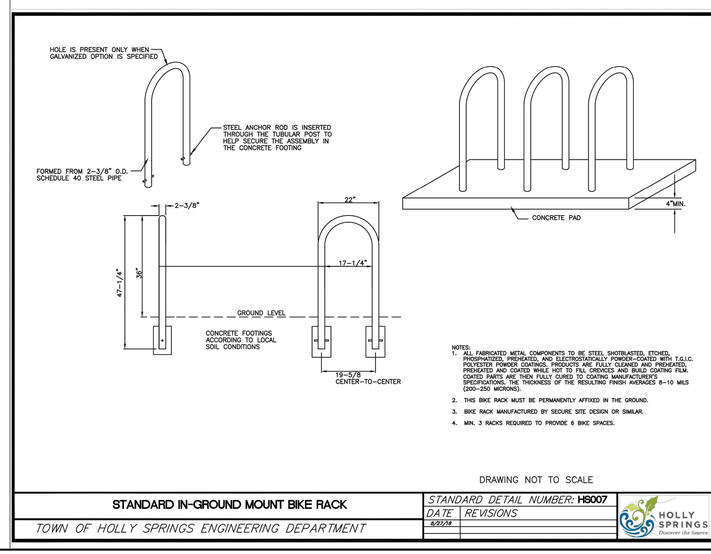
INTERIOR PARKING LANDSCAPING	
TOTAL PARKING SPACES	= 214
INTERIOR PARKING ISLANDS REQUIRED	= 21
INTERIOR LANDSCAPE ISLANDS PROVIDED	= 22
INTERIOR LARGE DECIDUOUS TREES REQUIRED	= 21
INTERIOR LARGE DECIDUOUS TREES PROVIDED	= 22
INTERIOR EVERGREEN SHRUBS REQUIRED	= 86
INTERIOR EVERGREEN SHRUBS PROVIDED	= 88

NORTH GARAGE			
REQUIRED AREA	218 L.F. X 2 = 436 S.F.		
PROVIDED AREA	436 S.F.		
PUV REQUIRED	218 L.F. X 20 POINTS PER 100 FEET =		44
PUV PROVIDED	LG. DEC. TREE AT 2 1/2" CAL.	(8.0 POINT)	0
PUV PROVIDED	SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	0
PUV PROVIDED	SM. EVE. TREE AT 6' HT.	(5.0 POINT)	35
PUV PROVIDED	MEDIUM SHRUBS AT 36" HT.	(1 POINT)	9
PUV PROVIDED	SM SHRUBS AT 24" HT.	(0.5 POINT)	0
		TOTAL PUV PROVIDED	44

SOUTH GARAGE			
REQUIRED AREA	188 L.F. X 2 = 376 S.F.		
PROVIDED AREA	376 S.F.		
PUV REQUIRED	188 L.F. X 20 POINTS PER 100 FEET =		38
PUV PROVIDED	LG. DEC. TREE AT 2 1/2" CAL.	(8.0 POINT)	0
PUV PROVIDED	SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	0
PUV PROVIDED	SM. EVE. TREE AT 6' HT.	(5.0 POINT)	35
PUV PROVIDED	MEDIUM SHRUBS AT 36" HT.	(1 POINT)	3
PUV PROVIDED	SM SHRUBS AT 24" HT.	(0.5 POINT)	0
		TOTAL PUV PROVIDED	38

PLANT LIST - Tract 1 Aspens Multi-Family

KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QTY.	PUV	PUV Total	% PUV	COMMENTS
DECIDUOUS TREES									
AB	Acer buergerianum	Trident Maple	2 1/2"	B&B	10	8	80	19.00%	
UPB	Ulmus parvifiora 'Bosque'	Bosque Elm	2 1/2"	B&B	11	8	88	20.90%	
UP	Ulmus parvifiora 'Allee'	Allee Elm	2 1/2"	B&B	13	8	104	24.70%	
QP	Quercus phellos	Willow Oak	2 1/2"	B&B	11	8	88	20.90%	
QL	Quercus lyrata	Overcup Oak	2 1/2"	B&B	2	8	16	3.80%	
CM	Lagerstroemia indica 'Sioux'	Sioux Crape Myrtle	1 1/2"	B&B	7	5	35	8.31%	1" per stem; 3 stem min.
LI	Lagerstroemia indica 'Tuscarora'	Pink Crape Myrtle	1 1/2"	B&B	2	5	10	2.38%	1" per stem; 3 stem min.
						TOTAL	421		
EVERGREEN TREES									
CJR	Cryptomeria japonica 'Radicans'	Japanese Cedar	12' HT.	B&B	20	8	160	15.95%	
TP	Thuja plicata 'Green Giant'	Arborvitae	12' HT.	B&B	24	8	192	19.14%	
IO	Ilex opaca 'Carnival'	American Holly	12' HT.	B&B	22	8	176	17.55%	
TO	Thuja occidentalis 'Emerald Green'	Emerald Green Arborvitae	6' HT.	B&B	9	5	45	4.49%	
IXO	Ilex x 'Oakland'	Oakland Holly	6' HT.	B&B	9	5	45	4.49%	
MG	Magnolia grandiflora 'Little Gem'	Little Gem Magnolia	6' HT.	B&B	22	5	110	10.97%	
IXN	Ilex x 'Nellie Stevens'	Nellie Stevens Holly	6' HT.	B&B	17	5	85	8.47%	
IXC	Ilex x 'Conin'	Robin Red Holly	6' HT.	B&B	21	5	105	10.47%	
IXE	Ilex x 'Emily Bruner'	Emily Bruner Holly	6' HT.	B&B	17	5	85	8.47%	
						TOTAL	1003		
SHRUBS									
ICB	Ilex corunuta ' Burfordii Nana'	Dwarf Burford Holly	24" HT.	Cont.	36	0.5	18	2.87%	
BX	Buxus x 'Greenvelvet'	Greenvelet Boxwood	24" HT.	Cont.	29	0.5	14.5	2.31%	
CJ	Camellia japonica 'Kramer's Supreme'	Camellia	36" HT.	Cont.	27	1	27	4.30%	
CA	Camellia japonica 'Greensboro Red'	Camellia	36" HT.	Cont.	84	1	84	13.38%	
VP	Viburnum x 'Pragense'	Prague Viburnum	36" HT.	Cont.	70	1	70	11.15%	
OH	Osmanthus heterophyllus 'Rotundifolius'	False Holly	36" HT.	Cont.	109	1	109	17.36%	
OF	Osmanthus fragens	Tea Olive	36" HT.	Cont.	49	1	49	7.80%	
IVN	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	24" HT.	Cont.	80	0.5	40	6.37%	
GJ	Gardenia jasminoides 'Radicans'	Dwarf Gardenia	24" HT.	Cont.	25	0.5	12.5	1.99%	
AG	Abelia x grandiflora 'Little Richards'	Glossy Abelia	24" HT.	Cont.	29	0.5	14.5	2.31%	
LCD	Loropetalum chinensis vr. 'Daruma'	Daruma Loropetalum	24" HT.	Cont.	39	0.5	19.5	3.11%	
AR	Abelia x grandiflora 'Radiance'	Varigated Abelia	24" HT.	Cont.	12	0.5	6	0.96%	
LCR	Loropetalum chinensis vr. 'Ruby'	Ruby Loropetalum	36" HT.	Cont.	52	1	52	8.28%	
ICP	Ilex corunuta ' Compacta'	Compacta Holly	24" HT.	Cont.	32	0.5	16	2.55%	
ICC	Ilex corunuta ' Carissa'	Carissa Holly	36" HT.	Cont.	48	1	48	7.64%	
MC	Myrica certifera	Wax Myrtle	36" HT.	Cont.	48	1	48	7.64%	
						TOTAL	628		



DRAWING NOT TO SCALE

STANDARD IN-GROUND MOUNT BIKE RACK	STANDARD DETAIL NUMBER: HS007
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE / REVISIONS 6/27/18

TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. C-551 POWELAND DESIGN PLLC DBA NULA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 11/2/20 No. 2135 Christopher D. Rurkowski

PRELIMINARY NOT FOR CONSTRUCTION

811 Know what's below. Call before you dig.

REVISIONS:
8/28/20-PER TOHS COMMENTS
10/2/20-PER TOHS COMMENTS

LANDSCAPE DETAILS
Village Gate Tract 1
South Main Street

SCALE: on drawing
DRAWN BY: JGB
PROJECT # 19199
DATE: 07-16-20

SHEET L-3 OF 7

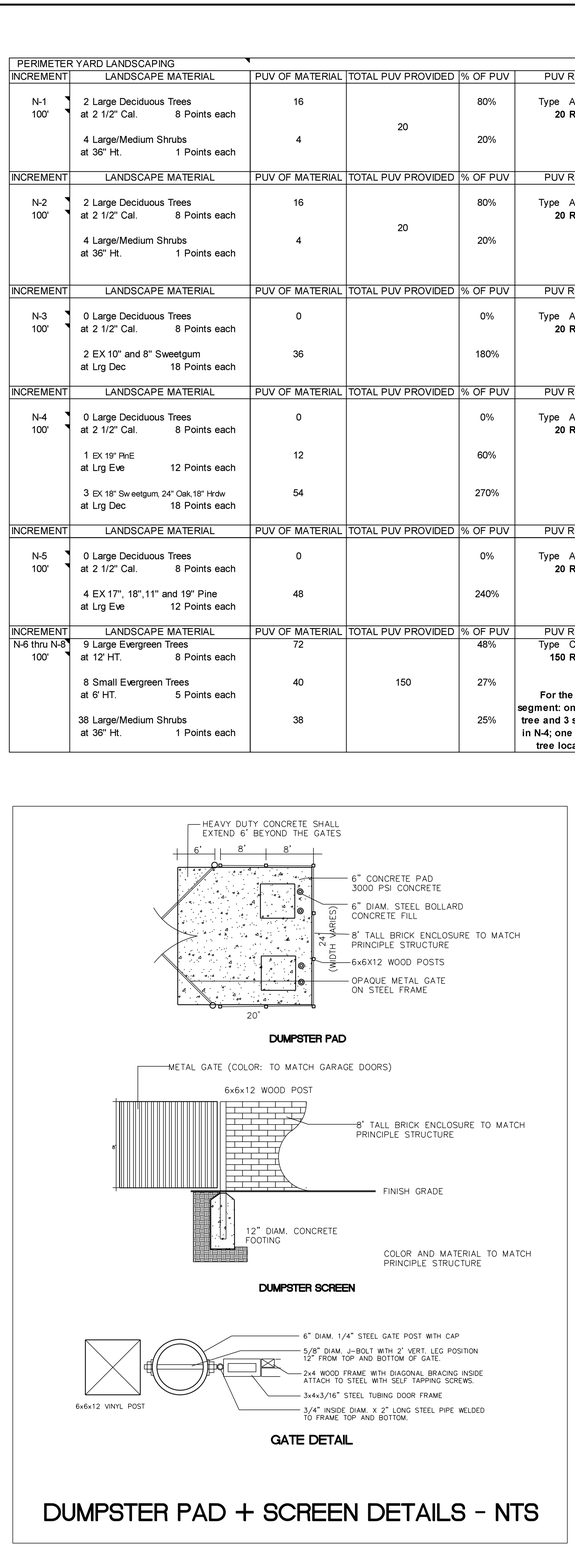
PERIMETER YARD LANDSCAPING					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N-1 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20 **20 REQUIRED**
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N-2 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20 **20 REQUIRED**
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N-3 100'	0 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	0		0%	Type A-20 **20 REQUIRED**
	2 EX 10" and 8" Sweetgum at Lrg Dec 18 Points each	36		180%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N-4 100'	0 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	0		0%	Type A-20 **20 REQUIRED**
	1 EX 19" PInE at Lrg Eve 12 Points each	12		60%	
	3 EX 18" Sweetgum, 24" Oak,18" Hrdw at Lrg Dec 18 Points each	54		270%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N-5 100'	0 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	0		0%	Type A-75 **20 REQUIRED**
	4 EX 17", 18",11" and 19" Pine at Lrg Eve 12 Points each	48		240%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N-6 thru N-8 100'	9 Large Evergreen Trees at 12' HT. 8 Points each	72		48%	Type C-150 **150 REQUIRED**
	8 Small Evergreen Trees at 6' HT. 5 Points each	40	150	27%	
	38 Large/Medium Shrubs at 36" Ht. 1 Points each	38		25%	**For the N-8 buffer segment: one 6' evergreen tree and 3 shrubs located in N-4; one 12' evergreen tree located in N-5.**

PERIMETER YARD LANDSCAPING					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
E1 100'	9 Large Evergreen Trees at 12' HT. 8 Points each	72		48%	Type C-150 **150 REQUIRED**
	8 Small Evergreen Trees at 6' HT. 5 Points each	40	150	27%	
	38 Large/Medium Shrubs at 36" Ht. 1 Points each	38		25%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
E2 84'	8 Large Evergreen Trees at 12' HT. 8 Points each	64		43%	Type C-150 **126 REQUIRED**
	7 Small Evergreen Trees at 6' HT. 5 Points each	35	126	23%	
	27 Large/Medium Shrubs at 36" Ht. 1 Points each	27		18%	

PERIMETER YARD LANDSCAPING					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-1 and S-2 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20 **20 REQUIRED**
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-3 37'	1 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	8	8	114%	Type A-20 **7 REQUIRED**
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-4 and S-5 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20 **20 REQUIRED**
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-6 50'	1 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	8	10	80%	Type A-20 **10 REQUIRED**
	2 Large/Medium Shrubs at 36" Ht. 1 Points each	2		20%	

PERIMETER YARD LANDSCAPING					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-1 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-0 **20 REQUIRED**
	0 Small Deciduous Trees at 1 1/2" Cal. 5 Points each	0		0%	
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-2 100'	9 Large Evergreen Trees at 12' HT. 8 Points each	72		48%	Type C-150 **150 REQUIRED**
	8 Small Evergreen Trees at 6' HT. 5 Points each	40	150	27%	
	38 Large/Medium Shrubs at 36" Ht. 1 Points each	38		25%	**Three large evergreen trees and three small evergreen trees located in W-1 buffer segment.**
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-3 100'	3 Large Evergreen Trees at 12' HT. 8 Points each	24		16%	Type C-150 **150 REQUIRED**
	7 Small Evergreen Trees at 6' HT. 5 Points each	35	150	23%	
	19 Large/Medium Shrubs at 36" Ht. 1 Points each	19		13%	
	EX 9" Hardwood 9 Points each	9		6.00%	
	EX 20" Oak 9 Points each	9		6.00%	
	EX 9" Hardwood 9 Points each	9		6.00%	
	EX 2" Hardwood 3 Points each	3		2.00%	
	EX 10" Hardwood 9 Points each	9		6.00%	
	EX 4" Hardwood 6 Points each	6		4.00%	
	EX 12" Hardwood 9 Points each	9		6.00%	
	EX 6" Hardwood 18 Points each	18	(Lrg Dec)	12.00%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-4 100'	6 Large Evergreen Trees at 12' HT. 8 Points each	48		32%	Type C-150 **150 REQUIRED**
	7 Small Evergreen Trees at 6' HT. 5 Points each	35	150	23%	
	19 Large/Medium Shrubs at 36" Ht. 1 Points each	19		13%	
	EX 2" oak 3 Points each	3		2.00%	
	EX 2" hardwood 3 Points each	3		2.00%	
	EX 3" hardwood 3 Points each	3		2.00%	
	EX 3" hardwood 3 Points each	3		2.00%	
	EX 2" pine 3 Points each	3		2.00%	
	EX 3" pine 3 Points each	3		2.00%	
	EX 2" hardwood 3 Points each	3		2.00%	
	EX 7" hardwood 6 Points each	6		4.00%	
	EX 3" pine 3 Points each	3		2.00%	
	EX 9" Hardwood 18 Points each	18	(Lrg Dec)	12.00%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-5 and W-6 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20 **20 REQUIRED**
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	

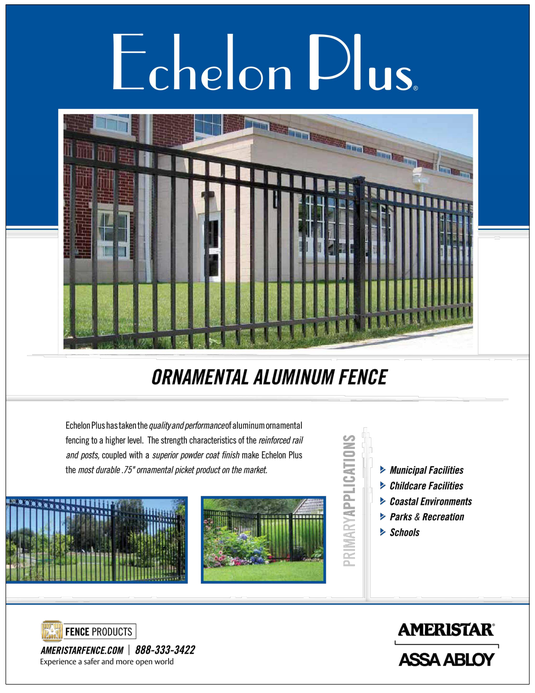
PERIMETER YARD LANDSCAPING					
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
NW-1 69'	4 Large Evergreen Trees at 12' HT. 8 Points each	32		84%	Type C-55 **38 REQUIRED**
	6 Large/Medium Shrubs at 36" Ht. 1 Points each	6		16%	



DUMPSTER PAD + SCREEN DETAILS - NTS

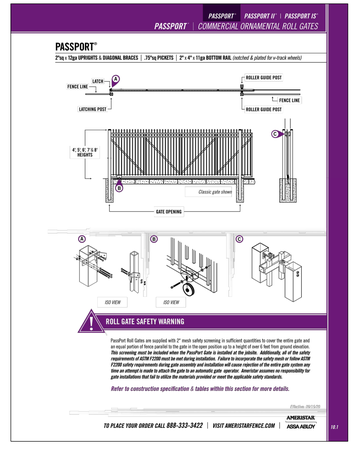
DUMPSTER PAD AND SCREEN DETAILS

SCALE: NOT TO SCALE



FENCE DETAIL. MAY BE SUBSTITUTED WITH OWNER APPROVAL AND TOWN OF HOLLY SPRINGS APPROVAL





TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA No. C-551 REGISTERED LANDSCAPE ARCHITECTURAL DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT Christopher D. Rutkowski 11/2/20 No. 2135

PRELIMINARY
NOT FOR CONSTRUCTION

811 Know what's below. Call before you dig.

REVISIONS:
8/28/20-PER TOHS COMMENTS
10/2/20-PER TOHS COMMENTS
11/2/20-PER TOHS COMMENTS

LANDSCAPE DETAILS
Village Gate Tract 1
South Main Street

SCALE: on drawing
DRAWN BY: JGB
PROJECT # 19199
DATE: 07-16-20

SHEET
L-4
OF 1



TREE INVENTORY (Tract 1)

SPECIES	No. of Trees	TREE COUNT - DBH (INCHES)	AVERAGE DBH
SWEETGUM		19 10 10 8 10 2 3 8 10	8.9
BEECH		13 24 20 22 24 18 24	20.7
HICKORY		18 24	21.0
CEDAR		8 8 8 8	8.0
OAK		24 2 6 20 3 2 32 26 28 36	17.9
POPLAR			0.0
HARDWOOD		18 9 8 13 12 10 10 10 12 10 10 8 12 12 3 7 3 5 13 7 9 5 8 3 9 2 10 4 12 6 2 3 3 2 7 9 12 8 10 13	8.2
PINE		9 11 18 17 19 20 8 24 9 9 19 9 6 6 8 8 8 22 3 12 2 3 3	11.0
SYCAMORE			0.0
		AVERAGE DBH FOR ALL TREES	11.2
		PRECENT HARDWOODS	85%

NARRATIVE

THE TREE PRESERVATION AREA CONSISTS OF A MIXED AGED HARDWOOD FOREST WITH A SPECIES COMPOSITION CONSISTING PRIMARILY OF HARDWOODS AND PINES. TREES ARE GENERALLY HEALTHY AND ARE EXHIBITING NATURAL FOREST SUCCESSION PROCESS.

INVENTORY DATA

AVERAGE DBH = 11.2"
PERCENT HARDWOOD COMPOSITION = 85%
EXISTING CANOPY COVERAGE= 26,518 SF (8%)

TREE PRESERVATION AREA

CALCULATIONS

TREE PRESERVATION MET ACROSS ALL 3 TRACTS-REFER TO 20-MAS-03:

REQUIRED (10% OF 880,227 SF):	88,022 SF (2.02 AC)
PROVIDED:	89,491 SF (2.06 AC)

TREE PRESERVATION AREA PROVIDED ON TRACT 1 = 0.92 AC (40,182 SF)

N
W E
S

40' 20' 0 40' 80'
SCALE: 1" = 40'





TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA No. C-551 PORTFOLIO DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT Christopher D. Rurkowski 10/2/20 No. 2136

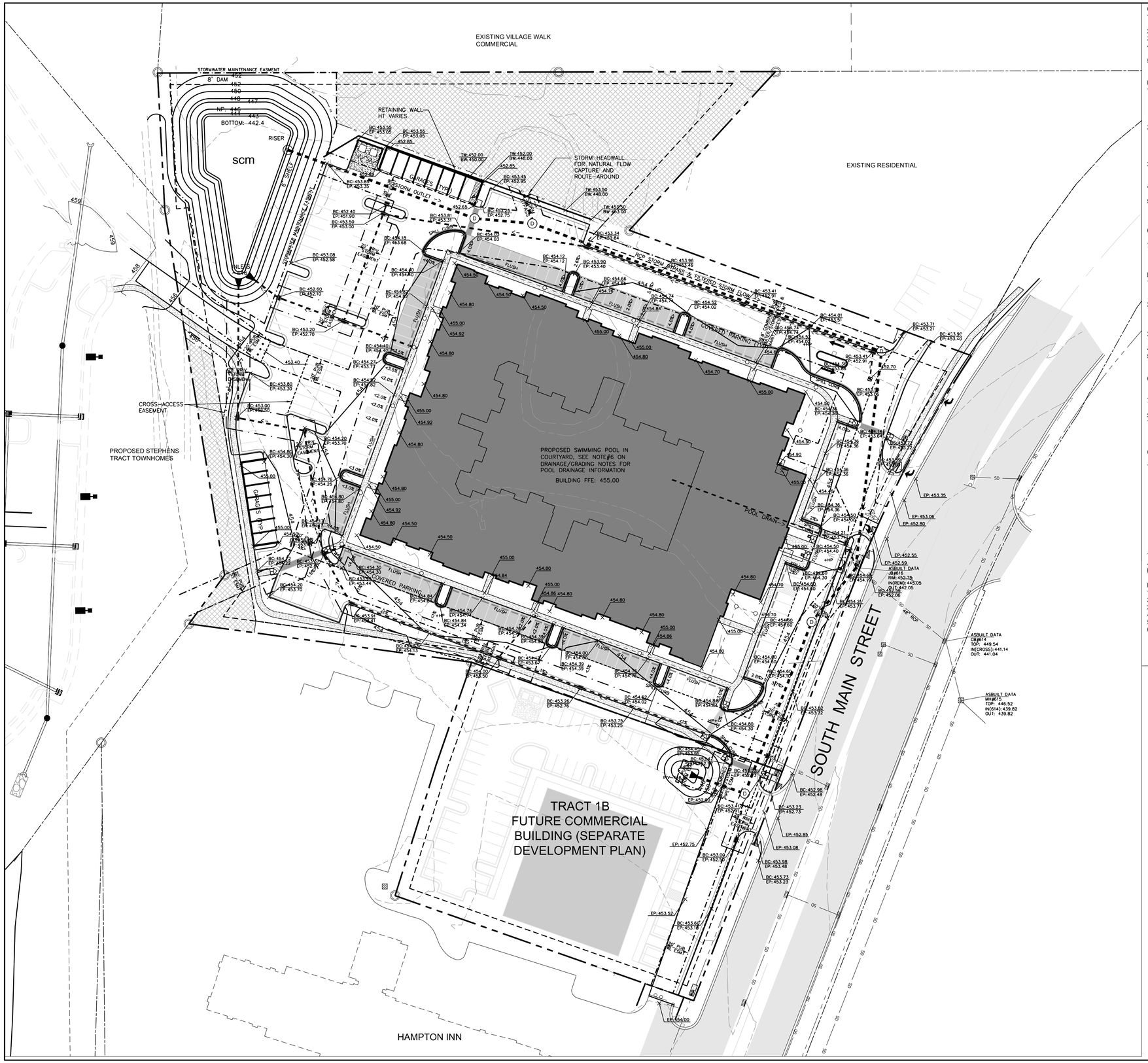
PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS:
8/28/20-PER TOHS COMMENTS
10/2/20-PER TOHS COMMENTS

TREE PRESERVATION PLAN
Village Gate Tract 1
South Main Street
Holly Springs, NC

SCALE: 1"=40'
DRAWN BY: CDR
PROJECT # 19199
DATE: 7/24/20
SHEET L-5 OF 1

Z:\Projects\Eli Zablud\Village Gate\Tract 1 Aspens Multi-Family\Submittals (CAD)\Village Gate Tract 1 SP10 (PMP).dwg, 10/1/2020 1:32:39 PM, AutoCAD PDF (General Documentation).pc3



GENERAL NOTES:
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL TOWN OF HOLLY SPRINGS AND/OR NCDOT STANDARDS AND SPECIFICATIONS.
2. EXISTING SURVEY INFORMATION TAKEN FROM TOPOGRAPHIC SURVEY PROVIDED BY LANDSCAPE ARCHITECT, 2019.
3. THIS SITE CONTAINS NO FLOOD AREAS PER FEMA MAP 3720064800J EFFECTIVE DATE 5/2/2006.
4. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTIONON THE PROJECT CAN BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
5. CONTRACTOR TO ENSURE COORDINATION WITH PME AND ARCH PLANS REGARDING STAKING, SERVICES AND COORDINATION BETWEEN SUBCONTRACTORS.

UTILITY SEPARATION REQUIREMENTS:
1. A DISTANCE OF 100' SHALL BE MAINTAINED BETWEEN SANITARY SEWER AND ANY PRIVATE OR PUBLIC WATER SUPPLY SOURCE SUCH AS AN IMPOUNDED RESERVOIR USED AS A SOURCE OF DRINKING WATER. IF ADEQUATE LATERAL SEPARATION CANNOT BE ACHIEVED, FERROUS SANITARY SEWER PIPE SHALL BE SPECIFIED & INSTALLED TO WATERLINE SPECIFICATIONS. HOWEVER, THE MINIMUM SEPARATION SHALL NOT BE LESS THAN 25' FROM A PRIVATE WELL OR 50' FROM A PUBLIC WELL.
2. WHEN INSTALLING WATER AND/OR SEWER MAINS, THE HORIZONTAL SEPARATION BETWEEN UTILITIES SHALL BE 10'. IF THIS SEPARATION CANNOT BE MAINTAINED DUE TO EXISTING CONDITIONS, THE VARIATION ALLOWED IS THE WATER MAIN IN A SEPARATE TRENCH WITH THE ELEVATION OF THE WATER MAIN AT LEAST 18" ABOVE THE TOP OF THE SEWER AND MUST BE APPROVED BY THE PUBLIC UTILITIES DIRECTOR. ALL DISTANCES ARE MEASURED FROM OUTSIDE DIAMETER TO OUTSIDE DIAMETER.
3. WHERE IT IS IMPOSSIBLE TO OBTAIN PROPER SEPARATION, OR ANYTIME A SANITARY SEWER PASSES OVER A WATER MAIN, DIP MATERIALS OR STEEL ENCASEMENT EXTENDED 10' ON EACH SIDE OF CROSSING MUST BE SPECIFIED AND INSTALLED TO WATERLINE SPECIFICATIONS.
4. 5.0' MINIMUM HORIZONTAL SEPARATION IS REQUIRED BETWEEN ALL SANITARY SEWER AND STORM SEWER FACILITIES, UNLESS DIP MATERIAL IS SPECIFIED FOR SANITARY SEWER.
5. MAINTAIN 18" MIN VERTICAL SEPARATION AT ALL WATER MAIN AND RCP STORM DRAIN CROSSINGS; MAINTAIN 24" MIN VERTICAL SEPARATION AT ALL SANITARY SEWER AND RCP STORM DRAIN CROSSINGS. WHERE ADEQUATE SEPARATIONS CANNOT BE ACHIEVED, SPECIFY DIP MATERIALS AND A CONCRETE CRADLE HAVING 6" MIN CLEARANCE (PER TOWN OF HOLLY SPRINGS DETAILS).
6. ALL OTHER UNDERGROUND UTILITIES SHALL CROSS WATER AND SEWER FACILITIES WITH 18" MIN VERTICAL SEPARATION REQUIRED.
7. WATERLINES SHALL HAVE A MIN COVER OF 3' TO FINISHED SUBGRADE. SEWERLINES SHALL HAVE A MIN COVER OF 4.5' TO FINISHED SUBGRADE OR 3' WHEN OUTSIDE A RIGHT OF WAY. STORM SEWERS SHALL HAVE AMIN. COVER OF 2' TO FINISHED SUBGRADE OR 1' WHEN OUTSIDE A LOAD-BEARING AREA.

DRAINAGE/GRADING NOTES:
1. STORMWATER MITIGATION IS REQUIRED ON THE SITE AND PROVIDED IN THE NORTHWEST QUADRANT OF THE PROJECT FOR THE AREA TO BE DEVELOPED. FUTURE FACILITIES WILL BE PROVIDED ON THE REMAINING OUTPARCEL WHEN DEVELOPMENT PLANS COME IN FOR REVIEW.
2. NOTE THAT WITHIN LANDSCAPED AREAS SURROUNDING THE BUILDING, THE GRADES SHOWN ON THE PLAN ARE "TOP OF MULCH" OR "TOP OF TOPSOIL". CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE (MIN 2%) FROM ALL BUILDING-ADJACENT AREAS AND COORDINATE WITH THE LANDSCAPE PLAN TO LEAVE SUBGRADE LOW TO MAINTAIN DRAINAGE AWAY FROM BUILDING.
3. A PRE-CONSTRUCTION MEETING WITH THE TOWN CONSTRUCTION INSPECTOR AND ENVIRONMENTAL ENGINEER (919-557-3938) WILL BE REQUIRED BEFORE BEGINNING ANY CONSTRUCTION.
4. TREE PROTECTION FENCING MUST BE INSTALLED AS SHOWN PRIOR TO ANY LAND DISTURBING ACTIVITIES.
5. ALL RETAINING WALLS REQUIRE A BUILDING PERMIT. WALLS GREATER THAN 4' IN HEIGHT WILL REQUIRE ENGINEERING DESIGN APPROVAL AT CONSTRUCTION DRAWING REVIEW AS WELL AS BUILDING PERMIT. ENSURE THAT NO UTILITIES WILL BE IN CONFLICT WITH STRUCTURAL REINFORCEMENT OF WALL.
6. ALL POOLS AND FOUNTAIN DRAINS ARE TO BE DISCHARGED INTO THE STORM SEWER SYSTEM AFTER DECHLORINATION AND LIMITED TO 50 GPM. FLOW REDUCTION MAY BE ACHIEVED THROUGH CONTROL VALVES, RESTRICTION PLATES OR PUMP DESIGN.
7. REFERENCE CONSTRUCTION SEQUENCE ON COMPLETED CONSTRUCTION DRAWINGS.

STORMWATER NARRATIVE:
THE PROJECT SITE IS TRACT 1 IN THE OVERALL VILLAGE GATE DEVELOPMENT AND CURRENTLY HAS AN EXISTING HOUSE, DRIVE AND BARN AREA LOCATED ON THE PROPERTY. THE SITE HAS PREVIOUSLY HELD A SHALLOW MAN-MADE POND, WHICH HAS BEEN DRAINED/REMOVED. DEVELOPMENT OF THE SITE WILL CONSIST OF AN AGE-RESTRICTED MULTIFAMILY APARTMENT FACILITY AND A REMAINING OUTPARCEL FOR FUTURE DEVELOPMENT.
OFFSITE DRAINAGE FLOWING ONTO THE SITE WILL BE ROUTED AROUND THE PROJECT DEVELOPMENT TO THE EXISTING DRAINAGE PATTERN THAT EXITS ACROSS S. MAIN STREET THROUGH AN EXISTING 48" PIPE.
THE DISTURBED ACRE FOR THE SITE IS OVER ONE ACRE AND THUS THE SITE MUST MEET TOWN STANDARDS FOR STORMWATER QUALITY TREATMENT AND QUANTITY DETENTION. THE STORMWATER FROM THE PARKING, DRIVE AND SIDEWALK AREAS WILL BE COLLECTED IN A STORMWATER PIPING NETWORK ROUTING THE STORMWATER TO THE NORTHWEST CORNER OF THE SITE INTO AN ENGINEERED STORMWATER CONTAINMENT MEASURE (SCM). A WET BASIN IS PROPOSED AS THE SCM AND WILL PROVIDE SLOW RELEASE OF THE WATER QUALITY VOLUME (WQV) OVER 2 TO 5 DAYS AS WELL AS MITIGATION OF THE INCREASE IN PEAK FLOWS FROM POST-DEVELOPMENT TO PRE-DEVELOPMENT LEVELS FOR THE 1, 2 AND 10 YEAR EVENTS. STORMWATER FROM THE ROOF WILL BE COLLECTED AT THE DOWNSPOUTS AND ROUTED AROUND THE BUILDING TO TIE INTO THIS STORMWATER PIPING SYSTEM AND ALSO FLOW TO THE SCM. AFTER LEAVING THE SCM, THE OUTLET PIPE ROUTES AROUND THE NORTH SIDE OF THE BUILDING TO THE EXISTING 48" PIPE ACROSS S. MAIN STREET. A SMALL AMOUNT OF IMPERVIOUS AREA CANNOT BE CAPTURED AND ROUTED TO THE SCM DUE TO ELEVATION RESTRICTIONS, SO IT IS TIED DIRECTLY INTO THE 48" OUTLET PIPE.
THE COLLECTION SYSTEM LEADING TO THE SCM WILL BE CONSIDERED PART OF THE SCM, AND WILL PROVIDE STORAGE AS WELL DURING THE WQV EVENT. AS SUCH, THE O&M FOR THIS FACILITY WILL INCLUDE MAINTENANCE REQUIREMENTS FOR THE COLLECTION SYSTEM AS WELL AS THE SCM.

FOLLOWING ARE ADDITIONAL PERMITS THAT MAY BE REQUIRED FOR THIS PROJECT W.R.T. STORMWATER/GRADING::
1. NCDOT ENCROACHMENT AGREEMENT FOR UTILITY WORK IN RIGHT OF WAY
2. NCDOT DRIVEWAY PERMIT
3. TOHS GRADING PERMIT AND CERTIFICATE OF COMPLIANCE
4. TOHS STORMWATER MANAGEMENT PLAN APPROVAL
5. INDIVIDUAL PERMIT, NATIONWIDE 404 PERMIT USACE AND 401 CERTIFICATION FROM DWQ AND/OR NEUSE BUFFERS
6. NPDES GENERAL PERMIT

LEGEND
- W — PROPOSED UTILITY EASEMENT
- SD — EXISTING STORMWATER PIPE
- EXISTING STORMWATER MANHOLE
- PROPOSED STORMWATER PIPE
- PROPOSED CATCH BASIN
- PROPOSED GRATED INLET
- PROPOSED STORMWATER MH
- PROPOSED STORM CLEANOUT
- PROPOSED STORM ROOF PIPE

N W E S

40' 20' 0 40' 80'
SCALE: 1" = 40'

COPYRIGHT 2020, B&F CONSULTING, INC.

B&F CONSULTING
2805 Tobermory Lane
Raleigh, NC 27606
Phone No. (919) 389-8102
License No. C-2149

PRELIMINARY
DO NOT USE FOR CONSTRUCTION

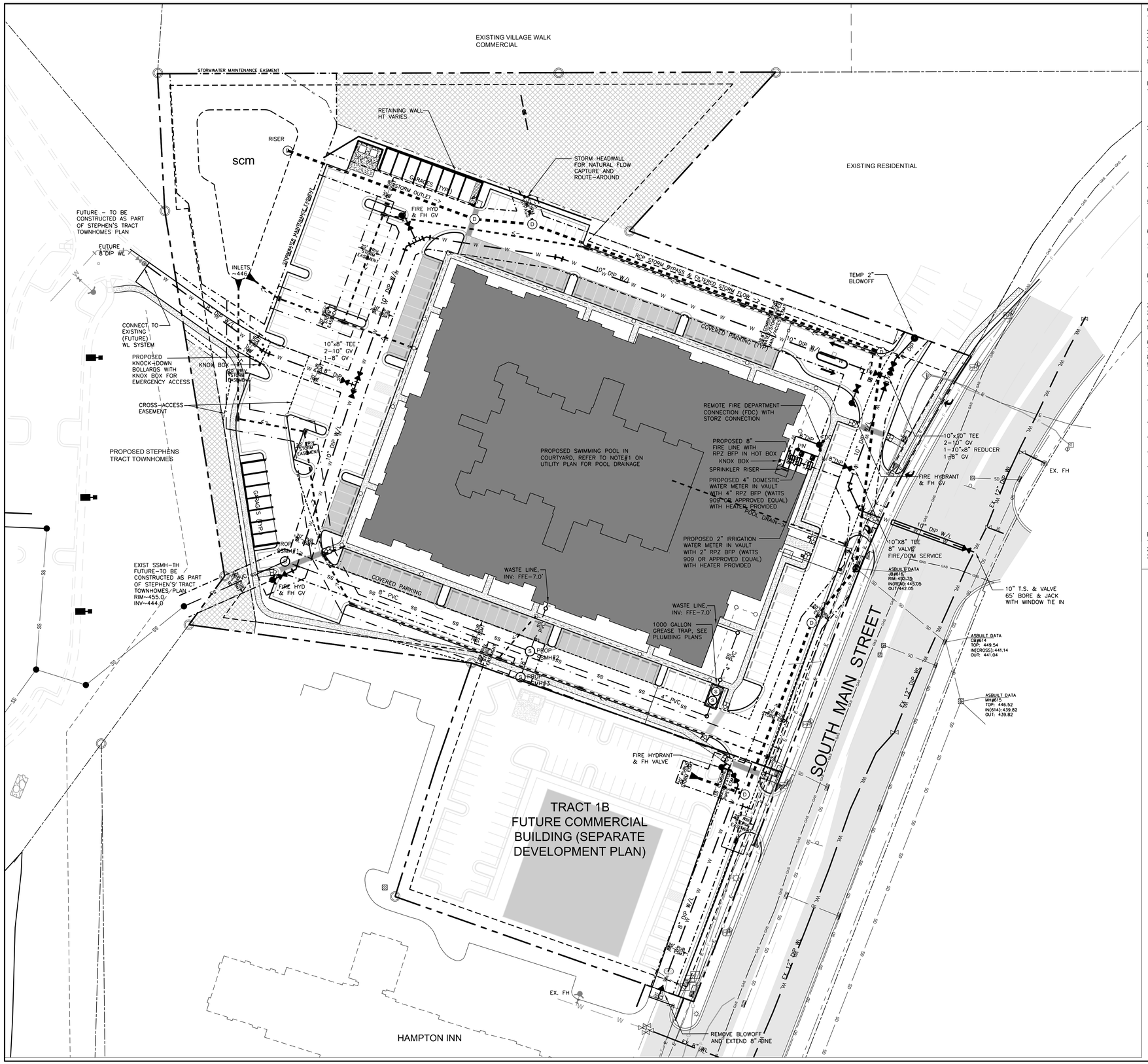
NORTH CAROLINA PROFESSIONAL SEAL 027445 ENGINEER AMBER FARRELLY Sept 25, 2020

811 Know what's below. Call before you dig.

REVISIONS:

Stormwater Plan
Village Gate Tract 1
South Main Street
Holly Springs, NC

SCALE: 1"=40'
DRAWN BY: A.R.F.
PROJECT #
DATE: 9/30/2020
SHEET C-1



GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL TOWN OF HOLLY SPRINGS AND/OR NCDOT STANDARDS AND SPECIFICATIONS.
2. EXISTING SURVEY INFORMATION TAKEN FROM TOPOGRAPHIC SURVEY PROVIDED BY LANDSCAPE ARCHITECT, 2019.
3. THIS SITE CONTAINS NO FLOOD AREAS PER FEMA MAP 3720064800J EFFECTIVE DATE 5/2/2006.
4. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTIONON THE PROJECT CAN BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
5. CONTRACTOR TO ENSURE COORDINATION WITH PME AND ARCH PLANS REGARDING STAKING, SERVICES AND COORDINATION BETWEEN SUBCONTRACTORS.

UTILITY SEPARATION REQUIREMENTS:

1. A DISTANCE OF 100' SHALL BE MAINTAINED BETWEEN SANITARY SEWER AND ANY PRIVATE OR PUBLIC WATER SUPPLY SOURCE SUCH AS AN IMPOUNDED RESERVOIR USED AS A SOURCE OF DRINKING WATER. IF ADEQUATE LATERAL SEPARATION CANNOT BE ACHIEVED, FERROUS SANITARY SEWER PIPE SHALL BE SPECIFIED & INSTALLED TO WATERLINE SPECIFICATIONS. HOWEVER, THE MINIMUM SEPARATION SHALL NOT BE LESS THAN 25' FROM A PRIVATE WELL OR 50' FROM A PUBLIC WELL.
2. WHEN INSTALLING WATER AND/OR SEWER MAINS, THE HORIZONTAL SEPARATION BETWEEN UTILITIES SHALL BE 10'. IF THIS SEPARATION CANNOT BE MAINTAINED DUE TO EXISTING CONDITIONS, THE VARIATION ALLOWED IS THE WATER MAIN IN A SEPARATE TRENCH WITH THE ELEVATION OF THE WATER MAIN AT LEAST 18" ABOVE THE TOP OF THE SEWER AND MUST BE APPROVED BY THE PUBLIC UTILITIES DIRECTOR. ALL DISTANCES ARE MEASURED FROM OUTSIDE DIAMETER TO OUTSIDE DIAMETER.
3. WHERE IT IS IMPOSSIBLE TO OBTAIN PROPER SEPARATION, OR ANYTIME A SANITARY SEWER PASSES OVER A WATER MAIN, DIP MATERIALS OR STEEL ENCASEMENT EXTENDED 10' ON EACH SIDE OF CROSSING MUST BE SPECIFIED AND INSTALLED TO WATERLINE SPECIFICATIONS.
4. 5.0' MINIMUM HORIZONTAL SEPARATION IS REQUIRED BETWEEN ALL SANITARY SEWER AND STORM SEWER FACILITIES, UNLESS DIP MATERIAL IS SPECIFIED FOR SANITARY SEWER.
5. MAINTAIN 18" MIN VERTICAL SEPARATION AT ALL WATER MAIN AND RCP STORM DRAIN CROSSINGS; MAINTAIN 24" MIN VERTICAL SEPARATION AT ALL SANITARY SEWER AND RCP STORM DRAIN CROSSINGS. WHERE ADEQUATE SEPARATIONS CANNOT BE ACHIEVED, SPECIFY DIP MATERIALS AND A CONCRETE CRADLE HAVING 6" MIN CLEARANCE (PER TOWN OF HOLLY SPRINGS DETAILS).
6. ALL OTHER UNDERGROUND UTILITIES SHALL CROSS WATER AND SEWER FACILITIES WITH 18" MIN VERTICAL SEPARATION REQUIRED.
7. WATERLINES SHALL HAVE A MIN COVER OF 3' TO FINISHED SUBGRADE. SEWERLINES SHALL HAVE A MIN COVER OF 4.5' TO FINISHED SUBGRADE OR 3' WHEN OUTSIDE A RIGHT OF WAY. STORM SEWERS SHALL HAVE AMIN. COVER OF 2' TO FINISHED SUBGRADE OR 1' WHEN OUTSIDE A LOAD-BEARING AREA.

UTILITY NOTES:

1. ALL POOLS AND FOUNTAIN DRAINS ARE TO BE DISCHARGED INTO THE STORM SEWER SYSTEM AFTER DECHLORINATION AND LIMITED TO 50 GPM. FLOW REDUCTION MAY BE ACHIEVED THROUGH CONTROL VALVES, RESTRICTION PLATES OR PUMP DESIGN.
2. ALL NEW UTILITY LINES MUST BE UNDERGROUND.
3. NO DOMESTIC BACKFLOW PREVENTORS ARE LOCATED INSIDE THE BUILDING.
4. NO FIRE BACKFLOW PREVENTORS ARE REQUIRED INSIDE THE BUILDING.
5. SEWER CONNECTIONS ARE SHOWN 5' FROM THE BUILDING. REFER TO PLUMBING PLANS FOR CONNECTION TO THE BUILDING.
6. ALL 6" SANITARY SEWER LATERALS SHALL BE 1% MIN SLOPE AND 10% MAX SLOPE.
7. SANITARY SEWER MAINS SHALL BE PVC SDR-35 UNLESS OTHERWISE SPECIFIED.
8. ALL FIRE DEPARTMENT CONNECTIONS (FDC) SHALL BE WITHIN 150' OF A FIRE HYDRANT.
9. CONTRACTOR TO ENSURE GATE VALVES WILL NOT BE CONSTRUCTED WITHIN LIMITS OF CURB AND GUTTER.
10. CONTRACTOR TO ENSURE EXISTING SERVICES CONTINUE TO ADJACENT DEVELOPMENTS WHILE CONSTRUCTION IS ONGOING.
11. ELECTRICAL SERVICE WILL BE PROVIDED TO TRANSFORMER LOCATION AS PER THE SITE PLAN, AND TO THE BUILDING PER THE ELECTRICAL PLANS, COORDINATED WITH THE POWER SUPPLIER BY THE CONTRACTOR.
12. SITE LIGHTING SHALL BE REQUIRED TO MEET TOWN OF HOLLY SPRINGS STANDARDS AND SPECIFICATION AND SUPPLIED BY DUKE. REFERENCE LIGHTING PLAN FOR ADDITIONAL DETAILS CONTRACTOR TO COORDINATE LIGHTING BASE LOCATION TO ENSURE NO CONFLICTS WITH OTHER UNDERGROUND UTILITIES.
13. ALL ABANDONED UTILITIES MUST BE REMOVED. CONTRACTOR TO COORDINATE WITH EXISTING PLANS AND SITE ELECTRICAL PLANS.
14. ALL CLEANOUT TOPS IN WALKWAYS WILL BE BRASS. ALL CLEANOUTS LOCATED IN VEHICULAR TRAVEL WAYS MUST BE LOCATED INSIDE MINI MANHOLES. GRASS LOCATIONS OF CLEANOUTS MAY BE PVC WITH DONUT PROTECTION.
15. THIS PROJECT WILL HAVE SEWER SERVICE CONNECTION THROUGH THE STEPHEN'S TRACT TOWNHOME DEVELOPMENT, CURRENTLY IN APPROVAL/CONSTRUCTION.
16. WATERLINE AND FIRE PROTECTION FOR THIS SITE WILL BE PROVIDED BY A NEW TAP TO THE EXISTING 18" WATERLINE IN S. MAIN STREET. ADDITIONAL FIRE PROTECTION MAY BE PROVIDED BY EXTENDING EXISTING WATERLINE FROM THE HAMPTON INN DEVELOPMENT TO THE SOUTH ALONG THE CROSS-ACCESS EASEMENT, WHICH WILL PROVIDE FUTURE SERVICE AVAILABILITY TO THE OUTPARCEL FOR THIS PROJECT.
17. FIRE FLOW FOR THE PROPOSED DEVELOPMENT IS 2,000 GPM.
18. OFFSITE WATER AND SEWER FACILITIES ARE NEEDED TO SERVE THIS PROJECT AND MUST BE COMPLETED AND ACCEPTED PRIOR TO CONSTRUCTION DRAWING APPROVAL UNLESS OTHERWISE APPROVED BY THE DIRECTOR OF ENGINEERING.

FOLLOWING ARE ADDITIONAL PERMITS THAT MAY BE REQUIRED FOR THIS PROJECT W.R.T. UTILITIES:

1. NCDENR-DEM PUBLIC SANITARY SEWER EXTENSION PERMIT
2. NCDENR-DHS PUBLIC WATER EXTENSION PERMIT
3. NCDOT ENCROACHMENT AGREEMENT FOR UTILITY WORK IN RIGHT OF WAY

LEGEND

- W — PROPOSED UTILITY EASEMENT
- SD — EXISTING STORMWATER PIPE
- EXISTING STORMWATER MANHOLE
- PROPOSED STORMWATER PIPE
- PROPOSED CATCH BASIN
- PROPOSED GRATED INLET
- PROPOSED STORMWATER MH
- PROPOSED STORM CLEANOUT
- PROPOSED STORM ROOF PIPE
- WL — EXISTING WATERLINE
- W — PROPOSED WATERLINE
- PROPOSED FIRE HYDRANT
- PROPOSED GATE VALVE
- PROPOSED METER
- PROPOSED RPZ/BFP
- PROPOSED FDC
- SS — EXISTING SEWER PIPE
- EXISTING SEWER MANHOLE
- SS — PROPOSED SEWER PIPE
- PROPOSED SEWER MANHOLE
- PROPOSED SEWER CLEANOUT

N E S W

40' 20' 0 40' 80'

SCALE: 1" = 40'

COPYRIGHT 2020, B&F CONSULTING, INC.

B&F CONSULTING
2805 Tobermory Lane
Raleigh, NC 27606
Phone No. (919) 389-8102
License No. C-2149

PRELIMINARY
DO NOT USE FOR
CONSTRUCTION

NORTH CAROLINA PROFESSIONAL SEAL 027445 ENGINEER AMBER FARRELLY Sept 25, 2020

811 Know what's below. Call before you dig.

REVISIONS:

Utility Plan
Village Gate Tract 1
South Main Street
Holly Springs, NC

SCALE: 1"=40'
DRAWN BY: A.R.F.
PROJECT #
DATE: 9/30/2020
SHEET C-2

GENERAL NOTES:
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL TOWN OF HOLLY SPRINGS AND/OR NCDOT STANDARDS AND SPECIFICATIONS.
2. EXISTING SURVEY INFORMATION TAKEN FROM TOPOGRAPHIC SURVEY PROVIDED BY LANDSCAPE ARCHITECT, 2019.
3. THIS SITE CONTAINS NO FLOOD AREAS PER FEMA MAP 3720064800J EFFECTIVE DATE 5/2/2006.
4. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THE PROJECT CAN BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.
5. CONTRACTOR TO ENSURE COORDINATION WITH PME AND ARCH PLANS REGARDING STAKING, SERVICES AND COORDINATION BETWEEN SUBCONTRACTORS.

FIRE DEPARTMENT NOTES:
1. EMERGENCY ACCESS CONNECTION SHALL BE PROVIDED TO THE STEPHENS TRACT TOWNHOMES DEVELOPMENT AND CONNECT TO THEIR EXISTING ROADWAY STUB AS A 20' WIDE NORMAL CROWN ROAD SECTION.
2. EMERGENCY ACCESS CONNECTION TO BE PROVIDED WITH KNOCK DOWN BOLLARDS WHERE INDICATED.
3. HEAVY DUTY PAVEMENT SHALL BE SHOWN AS INDICATED ON DRIVE AISLES (STRIPED AREA SHOWN OUTSIDE PARKING SPACES) PER TOWN STANDARDS AT 8" ABC/3" S9.5B ASPHALT.
4. FIRE HYDRANTS WILL BE PROVIDED WITHIN 300' OF EVERY PORTION OF EXTERIOR WALL, AND AT A MINIMUM OF 450' SPACING BETWEEN HYDRANTS ALONG WATERLINE MAINS PER TOWN STANDARDS.
5. FIRE LANE SHALL BE MARKED ALONG CURB LINES AS INDICATED WITH A CONTINUOUSLY PAINTED YELLOW STRIPE LINE ALONG THE PAVEMENT AT THE CURB AND NOTATED WITH "NO PARKING - FIRE LANE" PRINTED WITH MINIMUM 8-INCH HIGH LETTERS AT 40-FOOT INTERVALS OR AS DIRECTED BY THE FIRE MARSHAL. NOTE THAT INDICATED LOCATIONS ON PLANS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND MAY BE MODIFIED IN THE FIELD TO MEET TOWN STANDARDS.
6. DESIGNER HAS VERIFIED THAT A WB-50 VEHICLE CAN TURN AROUND ALL CORNERS OF THE BUILDING WITHIN THE DESIGNATED DRIVE AISLES PER THE TEMPLATE PROVIDED BY THE TOWN OF HOLLY SPRINGS.

LEGEND
- W — PROPOSED UTILITY EASEMENT
- SD — EXISTING STORMWATER PIPE
- SD (M) — EXISTING STORMWATER MANHOLE
- PROPOSED STORMWATER PIPE
- PROPOSED CATCH BASIN
- PROPOSED GRATED INLET (D)
- PROPOSED STORMWATER MH
- PROPOSED STORM CLEANOUT
- PROPOSED STORM ROOF PIPE
- WL — EXISTING WATERLINE
- W — PROPOSED WATERLINE
- PROPOSED FIRE HYDRANT
- PROPOSED GATE VALVE
- PROPOSED METER
- PROPOSED RPZ/BFP
- PROPOSED FDC
- SS — EXISTING SEWER PIPE
- EXISTING SEWER MANHOLE
- SS — PROPOSED SEWER PIPE
- PROPOSED SEWER MANHOLE (S)
- PROPOSED SEWER CLEANOUT

N W E S

40' 20' 0 40' 80'
SCALE: 1" = 40'

B&F CONSULTING
2805 Tobermory Lane
Raleigh, NC 27606
Phone No. (919) 389-8102
License No. C-2149

PRELIMINARY
DO NOT USE FOR CONSTRUCTION

NORTH CAROLINA PROFESSIONAL SEAL 027445 ENGINEER AMBER FARRELLY Sept 8, 2020

811 Know what's below. Call before you dig.

REVISIONS:

FIRE MARKING/PAVEMENT PLAN
Village Gate Tract 1
South Main Street
Holly Springs, NC

SCALE: 1"=40'
DRAWN BY: A.R.F.
PROJECT #
DATE: 9/30/2020
SHEET C-3

COPYRIGHT 2020, B&F CONSULTING, INC.

Outdoor Lighting

Shoebox LED



The energy-efficient Shoebox LED combines a decorative, contemporary style with versatility and ample lighting effect that is perfect for streets, parking lots, commercial buildings and residential communities. The Shoebox LED provides excellent color rendition along with a controlled light pattern that reduces glare and keeps the light directed only where you want it. Available in black, dark bronze, gray or white with one to four fixtures per pole.

LED *(Light Emitting Diode)*	150, 220, 420, 530 watts
Mounting heights	25', 30', 35'
Colors	Black Bronze Gray White
Poles	Fiberglass *(1 or 2 fixtures per pole)* Decorative tapered metal Decorative square metal

Note: 35' pole available in black or bronze only.

For additional information, visit us at **duke-energy.com/OutdoorLighting** or call us toll free at **866.769.6417**.

DUKE ENERGY. PROGRESS

BUILDING A SMARTER ENERGY FUTURE®

Outdoor Lighting

Shoebox LED

Light source: LED *(white)*

Replacement for:* LED Wattage 150 – 250-watt HPS and metal halide;
LED Wattage 205 – up to 400-watt metal halide;
LED Wattage 530 – 1,000-watt metal halide

Warm-up and restrike time: Instant on *(no warm-up or restrike time)*

Wattage	BUG Rating	Light Pattern	Lumens	Color Temp
LED 150	B5-U0-G3	IESNA Type V (circular)	19580	4,000K
LED 150	B3-U0-G4	IESNA Type IV (forward throw)	18459	
LED 150	B2-U0-G3	IESNA Type III (oval)	19006	
LED 220	B5-U0-G3	IESNA Type V *(circular)*	25870	
LED 220	B3-U0-G4	IESNA Type IV *(forward throw)*	24390	
LED 220	B2-U0-G4	IESNA Type III *(oval)*	25114	
LED 420	B5-U0-G5	IESNA Type V *(circular)*	48514	
LED 420	B3-U0-G5	IESNA Type IV *(forward throw)*	43765	
LED 530	B5-U0-G5	IESNA Type V *(circular)*	60296	
LED 530	B3-U0-G5	IESNA Type IV *(forward throw)*	54395	



light distribution pattern

** These are approximate replacement suggestions; actual conditions could be different.*

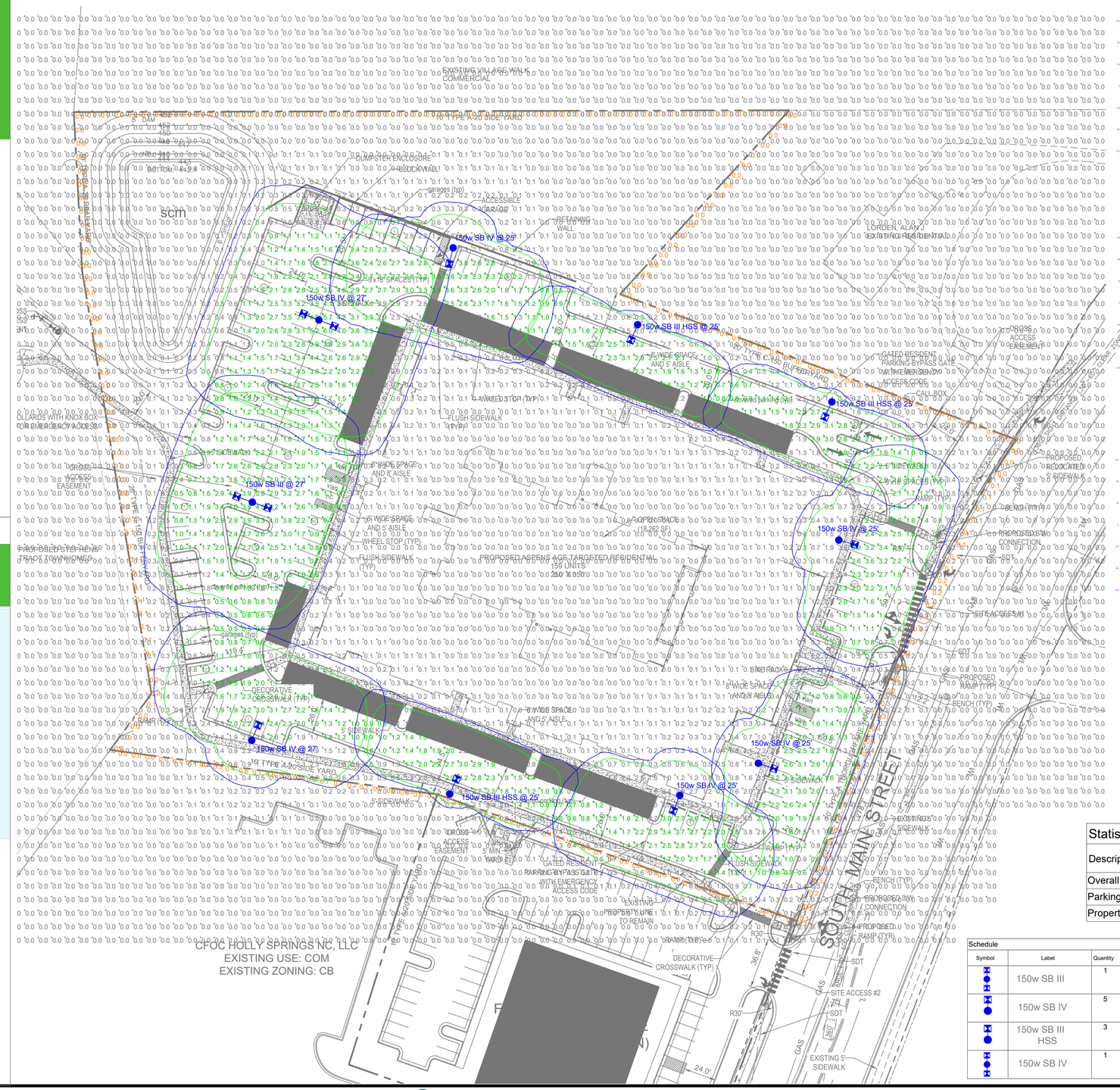
Poles available:

Name	*Mounting height*	*Color*
Round tapered decorative metal*	35'	Black Bronze
Decorative square metal*	25' and 30'	Black Gray Bronze White
Fiberglass	30'	Black *(1 or 2 fixtures per pole)* Gray *(1 or 2 fixtures per pole)*

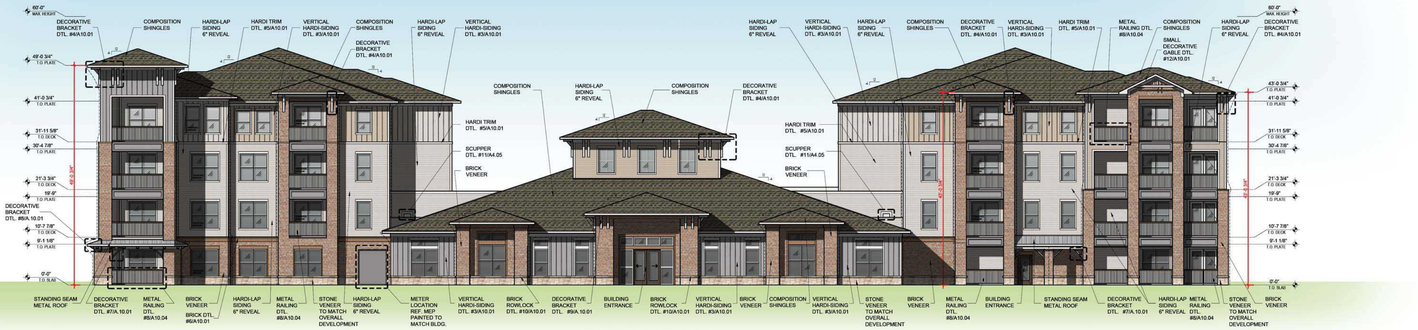
Features	Benefits
Little or no installation cost	Frees up capital for other projects
Design services by lighting professionals included	Meets industry standards and lighting ordinances
Maintenance included	Eliminates high and unexpected repair bills
Electricity included	Less expensive than metered service
Warranty included	Worry-free
One low monthly cost on your electric bill	Convenience and savings for you
Turnkey operation	Provides hassle-free installation and service
Backed by over 40 years of experience	A name you can trust today … and tomorrow

**2' raised foundation available when required on metal poles only.*

©2019 Duke Energy Corporation 193519 12/19


150w SB IV @ 25'
150w SB III HSS @ 25'
150w SB IV @ 27'
150w SB III @ 27'
150w SB III HSS @ 25'
150w SB IV @ 25'
EXISTING VILLAGE WALK COMMERCIAL
TYPE A-20 SIDE YARD
DUMPSTER ENCLOSURE
CMU WALL
garages (typ)
ACCESSIBLE GARAGE
RETAINING WALL
LORDEN ADAM J
EXISTING RESIDENTIAL
scm
SOUTH MAIN STREET
GATED RESIDENT PARKING BYPASS GATE WITH EMERGENCY ACCESS CODE
CALL BOX
BENCH (TYP.)
BIKE RACK
RAMP (TYP.)
PROPOSED RELOCATED 6' SIDEWALK
PROPOSED SIDEWALK CONNECTION
PROPOSED RAMP (TYP.)
SITE ACCESS #1
SITE ACCESS #2
EXISTING 5' SIDEWALK
FLUSH SIDEWALK (TYP.)
DECORATIVE CROSSWALK (TYP.)
PROPERTY LINE TO REMAIN
OPEN SPACE (18,262 SF)
PROPOSED ASBERN AGE TARGETED RESIDENTIAL
159 UNITS
250' x 650'
PROPOSED TOWNHOMES
TRACT TOWNHOMES
CFOC HOLLY SPRINGS NC, LLC
EXISTING USE: COM
EXISTING ZONING: CB
BOLLARDS WITH KNOX BOX FOR EMERGENCY ACCESS
CROSS ACCESS EASEMENT
5' WIDE SPACE AND 5' AISLE
6' WIDE SPACE AND 5' AISLE
8' WIDE SPACE AND 8' AISLE
WHEEL STOP (TYP.)
5' SIDEWALK
5' MIN. YARD
R30'
24.0'
36.8'
GAS
SDT
EXISTING 8" WATER MAIN
EXISTING 8" SEWER MAIN
EXISTING 12" WATER MAIN
EXISTING 8" SEWER MAIN

Wednesday, August 26, 2020 9:13:35 AM



EAST ELEVATION

SCALE 1/16" = 1'-0"

MATERIAL CALCULATION	
EAST ELEVATION	
MATERIAL	PERCENTAGE
BRICK VENEER	32%
HARDI SIDING	58%
STONE VENEER	10%



NORTH ELEVATION

SCALE 1/16" = 1'-0"

MATERIAL CALCULATION	
NORTH ELEVATION	
MATERIAL	PERCENTAGE
BRICK VENEER	34%
HARDI SIDING	60%
STONE VENEER	6%

PRIMARY BUILDING MATERIALS



BRICK VENEER

HARDIE PLANK LAP SIDING
HARDIE VERTICAL SIDING

NOTE:

METERS, CONDUITS, PIPES AND ETC, MOUNTED ON THE EXTERIOR WALLS OF THE STRUCTURE ARE TO BE COLORED TO MATCH THE WALL.



STONE VENEER



HARDIE PLANK LAP SIDING
HARDIE VERTICAL SIDING



The Aspens - Holly Springs

Holly Springs, NC

Architecture
Planning
Project Management

ARRIVE1 ARCHITECTURE GROUP

2344 Highway 121 · Suite 100 · Bedford, Texas 76021 · www.ArriveAG.com
Ph 817.514.0584 · Fx 817.514.0694

NORTH CAROLINA PROFESSIONAL 24756 ENGINEER JOHN MARC TOLSON

REVISION

DRAWN BY:	CHECKED BY:
AAG	WCF
PLOT DATE:	REV. DATE:
SUBMITTAL DATE: 11-02-2020	PROJECT NUMBER
ISSUED FOR: CONSTR.	SHEET NO. 01
SCALE: AS NOTED	

---- MODEL
T:\Aspens Senior Living\Holly Springs, NC\Drawings\Aspens Holly Springs\Views\Titleblocks\Main Title Block.dwg

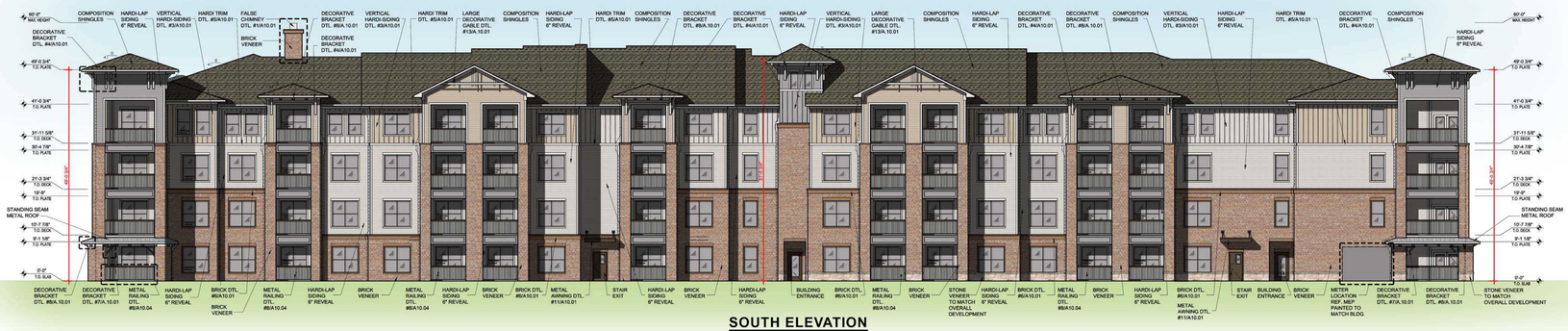
Wednesday, August 26, 2020 9:13:35 AM



WEST ELEVATION

SCALE 1/16" = 1'-0"

MATERIAL CALCULATION	
WEST ELEVATION	
MATERIAL	PERCENTAGE
BRICK VENEER	40%
HARDI SIDING	60%
STONE VENEER	0%



SOUTH ELEVATION

SCALE 1/16" = 1'-0"

MATERIAL CALCULATION	
SOUTH ELEVATION	
MATERIAL	PERCENTAGE
BRICK VENEER	45%
HARDI SIDING	50%
STONE VENEER	5%

PRIMARY BUILDING MATERIALS



BRICK VENEER

FIELD

HARDIE PLANK LAP SIDING
HARDIE VERTICAL SIDING

NOTE:

METERS, CONDUITS, PIPES AND ETC, MOUNTED ON THE EXTERIOR WALLS OF THE STRUCTURE ARE TO BE COLORED TO MATCH THE WALL.



STONE VENEER



ACCENT 1

HARDIE PLANK LAP SIDING
HARDIE VERTICAL SIDING



ACCENT 2

The Aspens - Holly Springs

Holly Springs, NC

Architecture
Planning
Project Management

ARRIVE1 ARCHITECTURE GROUP

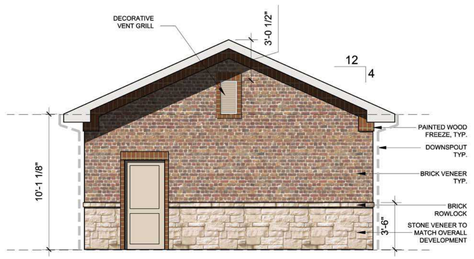
2344 Highway 121 · Suite 100 · Bedford, Texas 76021 · www.ArriveAG.com
Ph 817.514.0584 · Fx 817.514.0694

NORTH CAROLINA PROFESSIONAL ENGINEER 24756 JOHN MARC TOLSON

REVISION

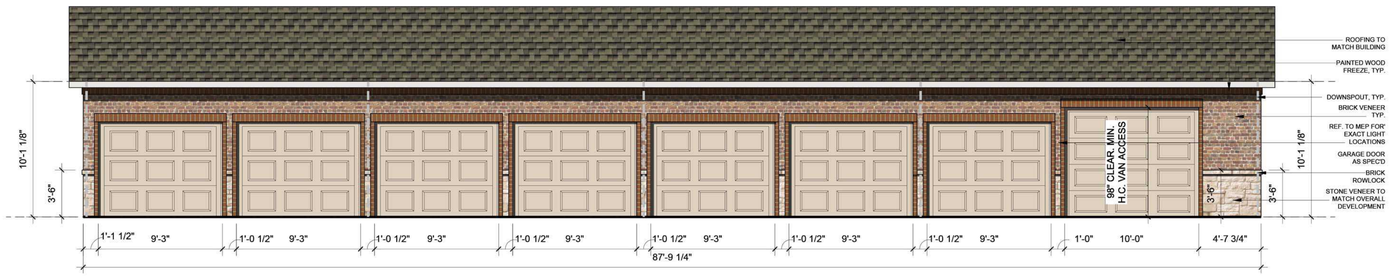
DRAWN BY:	CHECKED BY:
AAG	WCF
PLOT DATE:	REV. DATE:
SUBMITTAL DATE: 11-02-2020	PROJECT NUMBER
ISSUED FOR: CONSTR.	SHEET NO. 02
SCALE: AS NOTED	

---- MODEL
T:\Aspens Senior Living\Holly Springs, NC\Drawings\Aspens Holly Springs\Views\Titleblocks\Main Title Block.dwg



GARAGE SIDE ELEVATION

SCALE 3/16" = 1'-0"



GARAGE FRONT ELEVATION

SCALE 3/16" = 1'-0"

MATERIAL CALCULATION	
SOUTH ELEVATION	
MATERIAL	PERCENTAGE
BRICK VENEER	70%
STONE VENEER	30%



GARAGE REAR ELEVATION

SCALE 3/16" = 1'-0"

PRIMARY BUILDING MATERIALS



BRICK VENEER

FIELD

HARDIE PLANK LAP SIDING
HARDIE VERTICAL SIDING

NOTE:

METERS, CONDUITS, PIPES AND ETC, MOUNTED ON THE EXTERIOR WALLS OF THE STRUCTURE ARE TO BE COLORED TO MATCH THE WALL.



STONE VENEER



ACCENT 1

HARDIE PLANK LAP SIDING
HARDIE VERTICAL SIDING



ACCENT 2

The Aspens - Holly Springs

Holly Springs, NC

Architecture
Planning
Project Management

ARRIVE1 ARCHITECTURE GROUP

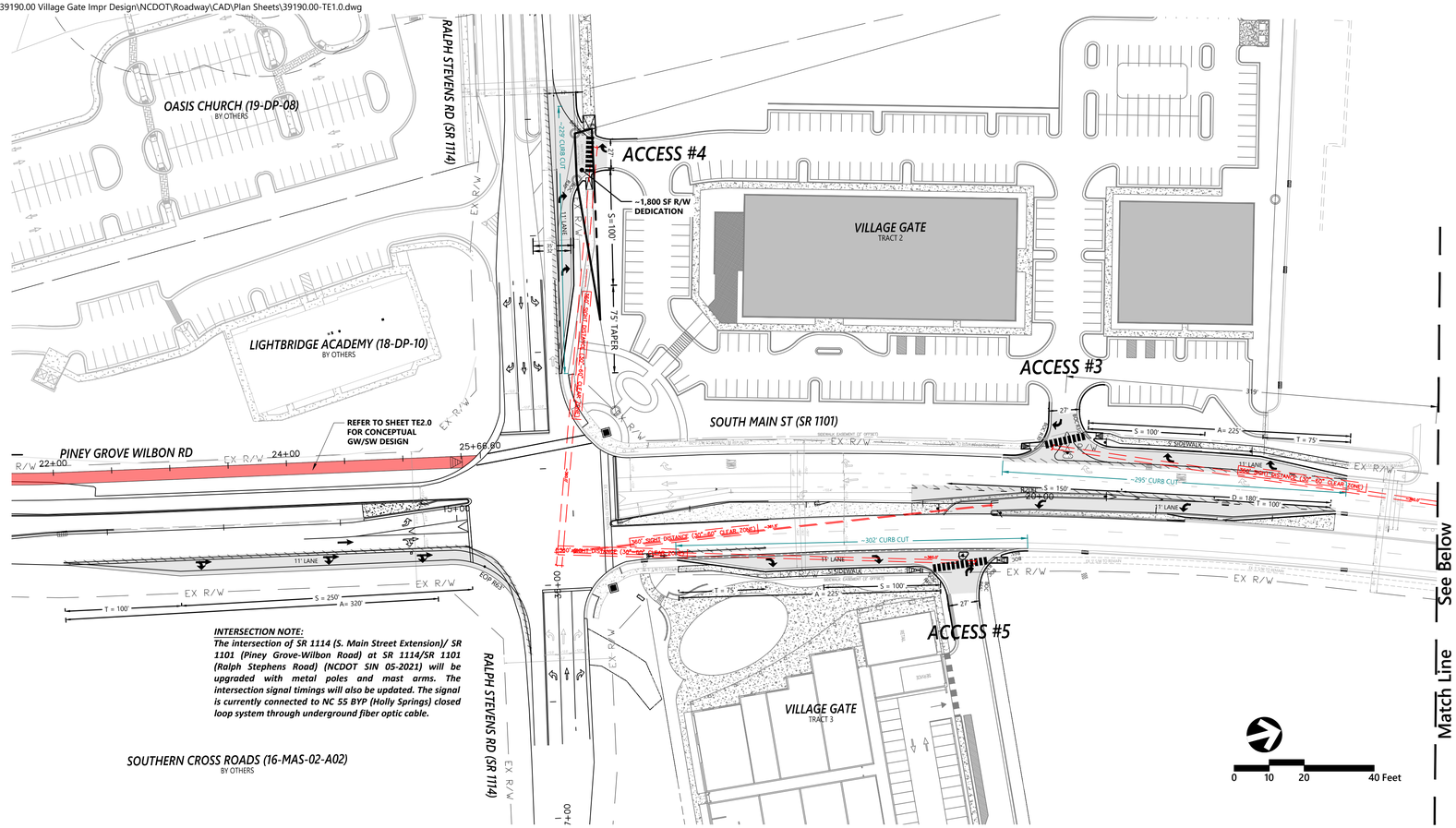
2344 Highway 121 · Suite 100 · Bedford, Texas 76021 · www.ArriveAG.com
Ph 817.514.0584 · fx 817.514.0694

NORTH CAROLINA PROFESSIONAL 24756 ENGINEER KEVIN MARC TOLSON

REVISION

DRAWN BY: AAG	CHECKED BY: WCF
PLOT DATE:	REV. DATE:
SUBMITTAL DATE: 11-02-2020	PROJECT NUMBER
ISSUED FOR:	SHEET NO. 03
SCALE: AS NOTED	

---- MODEL
T:\Aspens Senior Living\Holly Springs, NC\Drawings\Aspens Holly Springs\Views\Titleblocks\Main Title Block.dwg





HATCH LEGEND

1.5" MILL AND OVERLAY

FULL DEPTH ASPHALT PAVING

COMMITTED TRANSPORTATION IMPROVEMENTS:

The Developer shall design, construct, and permit the following Public Infrastructure relating to Transportation:

a. The conversion of a 4-way signalized intersection located at South Main Street and Piney Grove Wilbon/Ralph Stephens Road to a mast-arm signal, according to Town standard specifications. Prior to construction, Developer shall submit plans to the Town and NCDOT for approval, and shall make any such modifications required for approval.

b. Construction of a through-turn lane at the southeastern quadrant of the intersection described above, according to plans and specifications approved by the Town and NCDOT. The Town has collected certain funds from third party developers and shall make those funds available to the Developer for the Actual Construction Costs of this Public Infrastructure.

c. Construction of Approximately 2,500 linear feet of pedestrian sidewalk/greenway along public right of way (existing or proposed), from the southernmost point of the Project to the intersection of Bayham Drive and Piney Grove Wilbon. The Town shall allow a dollar-for-dollar credit against Parks and Recreation fees in lieu for any Actual Construction Cost for this Public Infrastructure which exceeds 2,000 linear feet. The Town shall be solely responsible for acquiring and paying for any land acquisition necessary for this sidewalk/greenway.

c. Developer shall construct all transportation-related Public Infrastructure for the Project as shown on the Concept Plans, which meet the ordinary development requirements of the Town, EXCEPT that the Developer shall not provide vehicular connection to Tract 1 (the Age-restricted residential project) through the adjacent tract. In lieu of this requirement, Developer shall provide an emergency access connection for emergency vehicles with a Knox box.

d. Developer shall contribute $105,000 to the Town for a fee in lieu of upgrades to NC 55.

e. Developer shall be allowed to only construct a road stub to the adjacent Crossroads property through Tract 3 and shall not be required to construct any such transportation improvements beyond its property line.

GENERAL NOTES

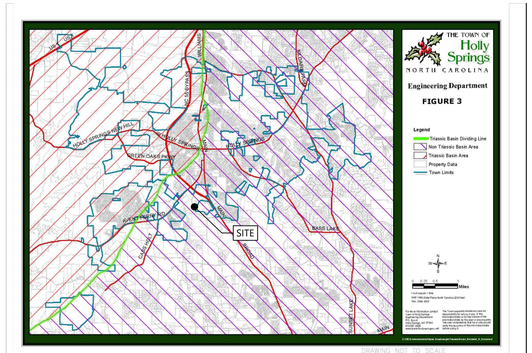
1. ALL CONSTRUCTION AND MATERIALS WITHIN NCDOT ROW TO MEET NORTH CAROLINA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS AND DESIGN STANDARDS.
2. THE CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND MEASUREMENTS AND ADVISE ENGINEER OR OWNER OF ANY DISCREPANCIES, BEFORE PROCEEDING WITH CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT NC 811 BEFORE EXCAVATION IS TO OCCUR.
3. PROJECT BOUNDARY INFORMATION, TOPOGRAPHIC DATA, AND EXISTING UNDERGROUND UTILITIES WERE OBTAINED FROM FIELD SURVEY PROVIDED BY BATEMAN CIVIL SURVEY. ANY INFORMATION SHOWN IS NOT GUARANTEED TO BE ACCURATE OR COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY SUCH INFORMATION, BY GPR OR SIMILAR METHOD, PRIOR TO COMMENCING WORK. (SEE NOTE 2).
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL DETOURING AND CONSTRUCTION SIGNAGE.
5. ALL DIMENSIONS ARE IN FEET, UNLESS OTHERWISE NOTED.
6. COORDINATE WITH LOCAL UTILITY COMPANIES AS REQUIRED.
7. DESIGN SPEED = 40 MPH.

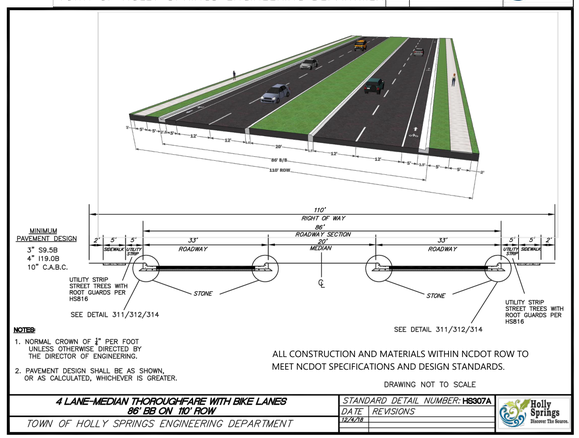
SIGHT DISTANCE NOTES

1. HORIZONTAL SIGHT DISTANCE FOR EACH TRACT IS 360'.
2. VERTICAL CLEAR ZONE SHALL BE BETWEEN 30" AND 60" ALONG ENTIRE LENGTH OF HORIZONTAL LINE OF SIGHT AS PREVIOUSLY STATED.

PAVEMENT DESIGN NOTES

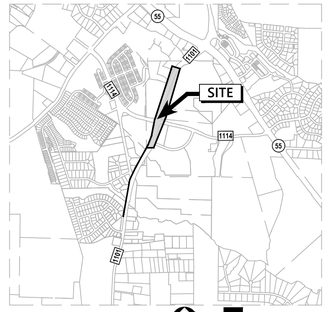
1. SITE IS NOT LOCATED WITHIN THE TRASSIC BASIN AS PER HOLLY SPRINGS STANDARD DETAIL HS356.
2. PAVEMENT DESIGN WITH NCDOT RIGHT-OF-WAY TO BE REVIEWED AND APPROVED BY NCDOT. THE MOST RESTRICTIVE CROSS-SECTION BETWEEN THE MINIMUM DESIGN, CALCULATED PAVEMENT DESIGN, AND NCDOT DESIGN WILL APPLY.





vhb.com

VHB Engineering NC, P.C.
940 Main Campus Drive
Suite 500
Raleigh, NC 27606
919.829.0328
Corp. # C-3705



- PRELIMINARY
NOT FOR CONSTRUCTION

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL BRYAN K. EDWARDS

Brian Edwards

Village Gate Improvement Design

SR 1101/SR 1114
Holly Springs, North Carolina

No.	Revision	Date	Appvd.
A	20-MAS-03/20-SEU-09 - 2nd SUBMMISSION	8/28/2020	BKE
B	20-MAS-03/20-SEU-09 - 3rd SUBMMISSION	10/2/2020	BKE
C	20-MAS-03/20-SEU-09 - 3rd SUBMMISSION	11/02/2020	BKE

Designed by BKE | Checked by VHB

Issued for

Date July 6th, 2020

Preliminary - Not for Construction

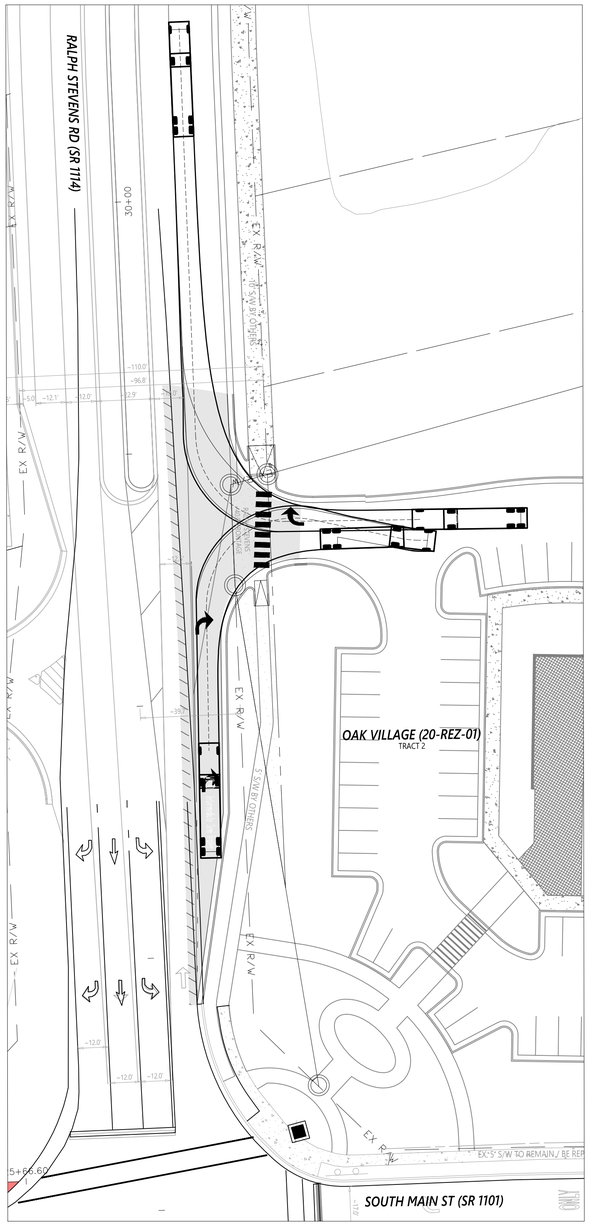
Drawing Title
Overall Offsite Transportation Plan

Drawing Number
TE 1.0

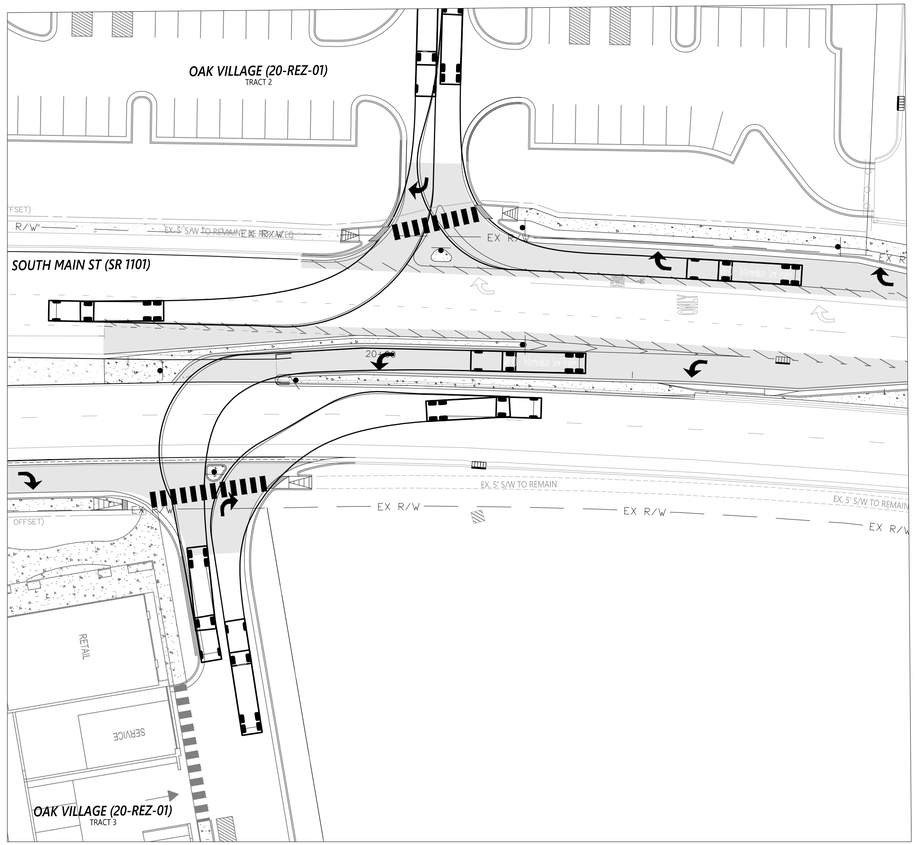
Sheet of 10

Project Number 391900.00

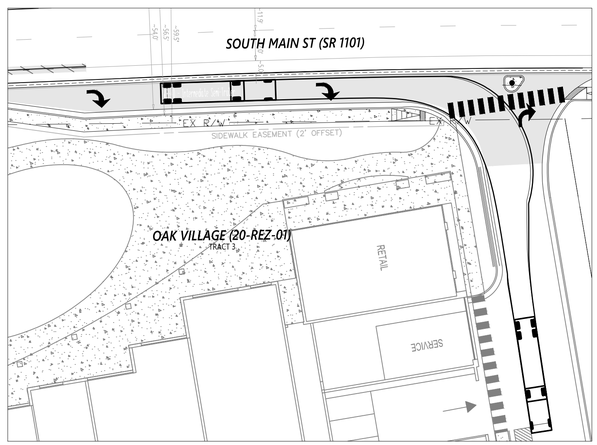
Saved Friday, September 25, 2020 12:04:36 PM BEDWARDS Plotted Saturday, October 31, 2020 11:39:45 AM Edwards, Brian



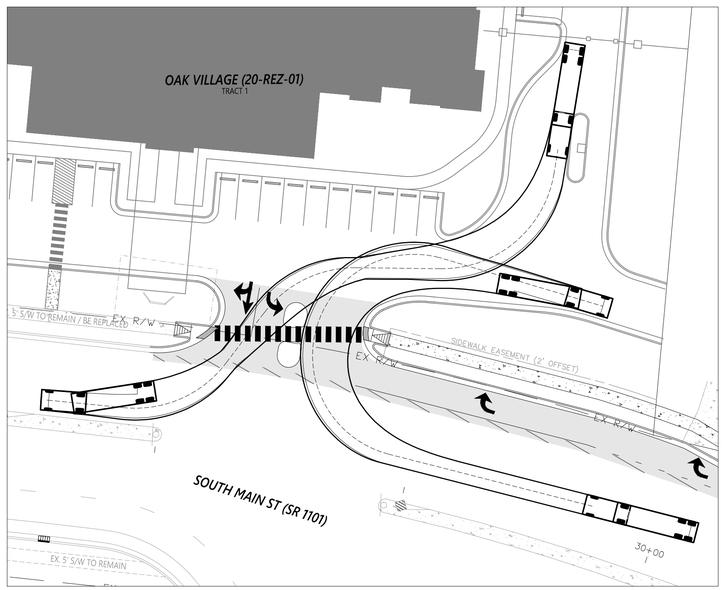
TRACT2 ACCESS 4 - WB-40 TURNING MOVEMENTS



TRACT 2/3 ACCESS 3/5 - WB-40 TURNING MOVEMENTS



TRACT 3 ACCESS 5 - NB WB-40 TURNING MOVEMENT



TRACT 1 ACCESS 1 - WB-40 TURNING MOVEMENTS

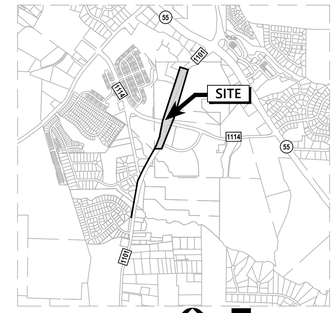
0 10 20 40 Feet

HATCH LEGEND

- 1.5" MILL AND OVERLAY
- FULL DEPTH ASPHALT PAVING

vhb.com

VHB Engineering NC, P.C.
940 Main Campus Drive
Suite 500
Raleigh, NC 27606
919.829.0328
Corp. # C-3705



- PRELIMINARY
NOT FOR CONSTRUCTION

DocuSigned by:
Brian Edwards
619079686SCD40C...

Village Gate Improvement Design

SR 1101/SR 1114
Holly Springs, North Carolina

No.	Revision	Date	Appvd.
A	20-MAS-03/20-SEU-09 - 2nd SUBMMISSION	8/28/2020	BKE
B	20-MAS-03/20-SEU-09 - 3rd SUBMMISSION	10/2/2020	BKE
C	20-MAS-03/20-SEU-09 - 3rd SUBMMISSION	11/02/2020	BKE

Designed by BKE
Checked by VHB
Issued for
Date July 6th, 2020

Preliminary - Not for Construction

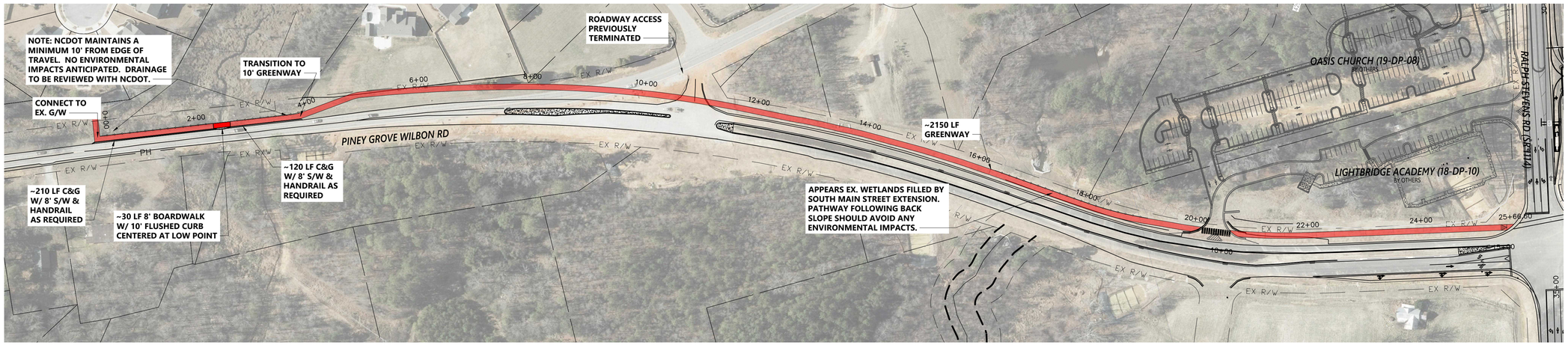
Drawing Title
SITE ACCESS WB-40 TURNING MOVEMENT EXHIBITS

Drawing Number
TE 1.1

Sheet 10 of

Project Number 391900.00

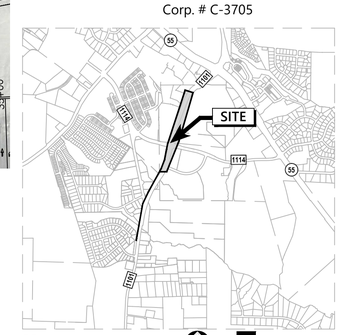
Saved Friday, September 25, 2020 12:04:36 PM BEDWARDS Plotted Saturday, October 31, 2020 11:40:21 AM Edwards, Brian



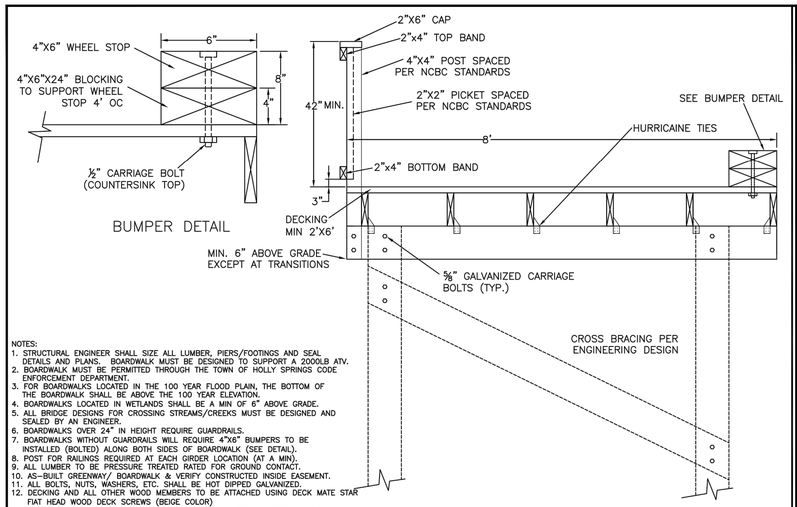
0 50 100 200Feet

GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIALS WITHIN NCDOT ROW TO MEET NORTH CAROLINA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS AND DESIGN STANDARDS. GREENWAY AND BOARDWALK TO BE DESIGNED AS PER THE TOWN OF HOLLY SPRINGS DETAILS SHOWN ON THIS SHEET.
2. THE CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND MEASUREMENTS AND ADVISE ENGINEER OR OWNER OF ANY DISCREPANCIES, BEFORE PROCEEDING WITH CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT NC 811 BEFORE EXCAVATION IS TO OCCUR.
3. PROJECT BOUNDARY INFORMATION, TOPOGRAPHIC DATA, AND EXISTING UNDERGROUND UTILITIES WERE OBTAINED FROM FIELD SURVEY PROVIDED BY BATEMAN CIVIL SURVEY. ANY INFORMATION SHOWN IS NOT GUARANTEED TO BE ACCURATE OR COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY SUCH INFORMATION, BY GPR OR SIMILAR METHOD, PRIOR TO COMMENCING WORK. (SEE NOTE 2).
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL DETOURING AND CONSTRUCTION SIGNAGE.
5. ALL DIMENSIONS ARE IN FEET, UNLESS OTHERWISE NOTED.
6. COORDINATE WITH LOCAL UTILITY COMPANIES AS REQUIRED.
7. DESIGN SPEED = 40 MPH.



Key
1": 2000'
0 1000 2000 Feet
WAKE COUNTY GIS

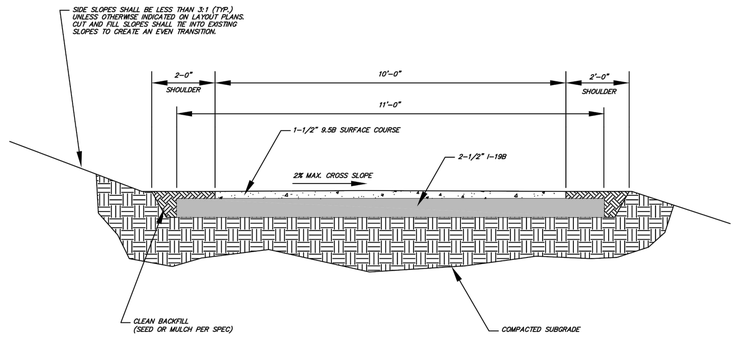


BUMPER DETAIL

NOTES:
1. STRUCTURAL ENGINEER SHALL SIZE ALL LUMBER, PIERS/FOOTINGS AND SEAL DETAILS AND PLANS. BOARDWALK MUST BE DESIGNED TO SUPPORT A 2000LB ATV.
2. BOARDWALK MUST BE PERMITTED THROUGH THE TOWN OF HOLLY SPRINGS CODE ENFORCEMENT DEPARTMENT.
3. FOR BOARDWALKS LOCATED IN THE 100 YEAR FLOOD PLAIN, THE BOTTOM OF THE BOARDWALK SHALL BE ABOVE THE 100 YEAR ELEVATION.
4. BOARDWALKS LOCATED IN WETLANDS SHALL BE A MIN OF 6" ABOVE GRADE.
5. ALL BRIDGE DESIGNS FOR CROSSING STREAMS/CREEKS MUST BE DESIGNED AND SEALED BY AN ENGINEER.
6. BOARDWALKS OVER 24" IN HEIGHT REQUIRE GUARDRAILS.
7. BOARDWALKS WITHOUT GUARDRAILS WILL REQUIRE 4"X6" BUMPERS TO BE INSTALLED (BOLTED) ALONG BOTH SIDES OF BOARDWALK (SEE DETAIL).
8. POST FOR RAILINGS REQUIRED AT EACH GIRDER LOCATION (AT A MIN).
9. ALL LUMBER TO BE PRESSURE TREATED RATED FOR GROUND CONTACT.
10. AS-BUILT GREENWAY/ BOARDWALK & VERIFY CONSTRUCTED INSIDE EASEMENT.
11. ALL BOLTS, NUTS, WASHERS, ETC. SHALL BE HOT DIPPED GALVANIZED.
12. DECKING AND ALL OTHER WOOD MEMBERS TO BE ATTACHED USING DECK MATE STAR FIAT HEAD WOOD DECK SCREWS (BEIGE COLOR)
(ALL WOODEN MEMBERS SHALL BE BOLTED OR SCREWED NO NAIL CONNECTIONS)
13. PROVIDE 8'X6' BUMPOUT IN BOARDWALK EVERY 300' FOR VEHICLE TURN AROUND AS PER PARK AND RECREATION DEPARTMENT.

DRAWING NOT TO SCALE

8FT RAISED BOARDWALK/ GREENWAY TRAIL	STANDARD DETAIL NUMBER: HS339	
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE	REVISIONS
	7/24/18	



NOTES:

1. CROSS SLOPE DIRECTION VARIES. SEE LAYOUT PLANS FOR DIRECTION OF SLOPE.
2. CONTRACTOR IS RESPONSIBLE FOR RE-ESTABLISHING ALL SLOPES DISTURBED BY CONSTRUCTION.

DRAWING NOT TO SCALE

10' ASPHALT GREENWAY TRAIL	STANDARD DETAIL NUMBER: HS340	
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE	REVISIONS
	7/24/18	

vhb.com
VHB Engineering NC, P.C.
940 Main Campus Drive
Suite 500
Raleigh, NC 27606
919.829.0328
Corp. # C-3705

PRELIMINARY
NOT FOR CONSTRUCTION
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 049766 BRIAN K. EDWARDS
DocuSigned by: Brian Edwards 619079B865CD40C...

Village Gate Improvement Design

SR 1101/SR 1114
Holly Springs, North Carolina

No.	Revision	Date	Appvd.
A	20-MAS-03/20-SEU-09 - 2nd SUBMMISSION	8/28/2020	BKE
B	20-MAS-03/20-SEU-09 - 3rd SUBMMISSION	10/2/2020	BKE

Designed by BKE | Checked by VHB

Issued for: Preliminary - Not for Construction

Date: July 6th, 2020

Drawing Title: Greenway/Sidewalk Conceptual Design Plan

Drawing Number: TE 2.0

Sheet 10 of

Project Number: 391900.00

Saved Friday, September 25, 2020 12:06:56 PM BEDWARDS Plotted Saturday, October 31, 2020 11:41:13 AM Edwards, Brian

THE TOWN OF
Holly Springs

Village Gate Tract 1 Development Plan 20-DP-14

Motion and Conditions of Approval:

Motion to approve / deny / defer Development Plan #20-DP-14 for Village Gate Tract 1 as submitted by TMTLA Associates, dated revised 10/02/20 with the following conditions:

1. Prior to the submittal of any UDO Permit for Sign Installation for permanent signage or public art, a Master Sign Plan must be submitted to the Department of Planning & Zoning for review and approved.
2. All previous conditions of approval for Village Gate Detailed Master Plan shall apply except for any condition that describes a fee or a fee-in-lieu to be paid shall now comply with the current amounts due pursuant to the town's current annual budget or any unexpired development agreement.
3. All previous approval conditions for *Village Gate Rezoning* will apply to this plan.
4. Articles of the Development Agreement executed with the Village Gate Rezoning shall apply to this Development Plan.
5. This project will be required to meet Town's NPDES Phase II Post Construction Stormwater ordinance.
6. The following must be addressed prior to or with 1st construction drawing submittal:
    a. All items listed on the Stormwater Submittal Checklist, Form #16003
    b. Approval of the Village Gate Master Plan.
    c. Payment of all invoiced special study fees.
7. Prior to construction drawing approval and/or issuance of a land disturbance permit, the following must be addressed:
    a. All off-site water and sewer easements required to serve this project shall be documented in the form of a recorded plat.
    b. Approval of Stormwater Management Plan.
    c. Payment of the Stormwater Fee-in-Lieu.
    d. All environmental permits must be obtained for the entire project.
    e. Any required off-site right-of-way for this project shall be dedicated in the form of a recorded plat.
    f. Cross-Access Easements between adjacent property owners shall be shown on construction drawings and are required to be documented in the form of a recorded plat. An Access Easement Agreement is required to be documented between the adjacent property owners.
    g. Any off-site sewer facilities that are needed to serve this project; including the Basal Creek Pump Station improvements by the Lowe's development and the downstream sewer extension and manhole network by Stephens Tract Townhomes

project, must be substantially complete prior to this Development Plan receiving Construction Drawing approval.

h. Any off-site water facilities that are needed to serve this project; including the watermain by the Stephens Tract Townhomes project, must be substantially complete prior to this Development Plan receiving Construction Drawing approval.
i. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the SCM is required at the end of the performance monitoring period for the project.

8. In accordance with the executed Development Agreement, prior to issuance of any permit or plat approval for any tract of the Village Gate project, the following must be addressed:
    a. Payment of a fee-in-lieu for design and construction of GB Alford/NC-55 transportation improvements, proportionate to the project impact in the amount of $105,000.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 16.

New Business
Title: Village Gate Tract 2 Development Plan 20-DP-12
Strategic Priority Area: Economic Prosperity & Diversity
Responsible & Balanced Growth
Staff Resource: Sean Ryan, Development Services, Rachel Jones, Development Services

Action(s):

1. Adopt Resolution 20-39 to make and accept the Findings of Fact for consideration of Waivers.
2. Approve/deny/defer Village Gate Tract 2 with the conditions stated in the attachment.

Explanation:

- The Town has received a request for a Development Plan for Tract 2 of the Village Gate Master Plan (20-MAS-03, pending Town Council approval) located at the intersection of Ralph Stephens Road and S. Main Street.
- In accordance with the Master Plan, Tract 2 contains approximately 60,000 square feet of professional office uses within two buildings.
- In conjunction with the Development Plan, the applicant is requesting Waivers of certain development requirements, as follows:
    - an increase in building bay width for Building 1 from 30 feet to 40 feet
    - an increase in building bay width for Building 2 from 30 feet to 40 feet
    - allow a reduction in the minimum off-street loading dimensions from twelve (12) feet in width and fifty-five (55) feet in length to ten (10) feet in width and thirty-six (36) feet in length

Planning Board Recommendation:

The Planning Board discussed the following issues and concerns on 10/27/2020:
(This Development Plan was discussed at the same time as the Master Plan and the discussion items are the same as previously reported to the Town Council)

- An explanation of the development agreement that was approved and the timing of the agreement in relation to the approval of the recent UDO amendments to the Mixed-Use Option.
- A discussions about the required streetscape elements and if this plan sufficiently addressed the requirements.
- A discussion about the waiver for Tree Preservation requirements
- Who would be eligible for the workforce housing units

Planning Board Recommendation:

The Planning Board recommended approval (6-2-1)

Those voting against the motion were:

- Mr. Crandall: Insufficient details provided and should be discussed further.
- Mr. Stuckey: Needs more detail for a decision to be made.

Background:

- The parcel is Tract 2 of the Village Gate Master Plan
- The Town Council approved a Development Agreement for this project on June 16, 2020
- Parcel was zoned CB Community Business on June 16, 2020

Funding Source(s):

N/A

Attachment(s):

1. VillageGate20DP12_Plans
2. VillageGateTract220DP12_Conditions
3. Resolution 20-39 VillageGateTract220DP12_FingsofFact_WAV

Town *of* Holly Springs
Staff Report to the Planning Board

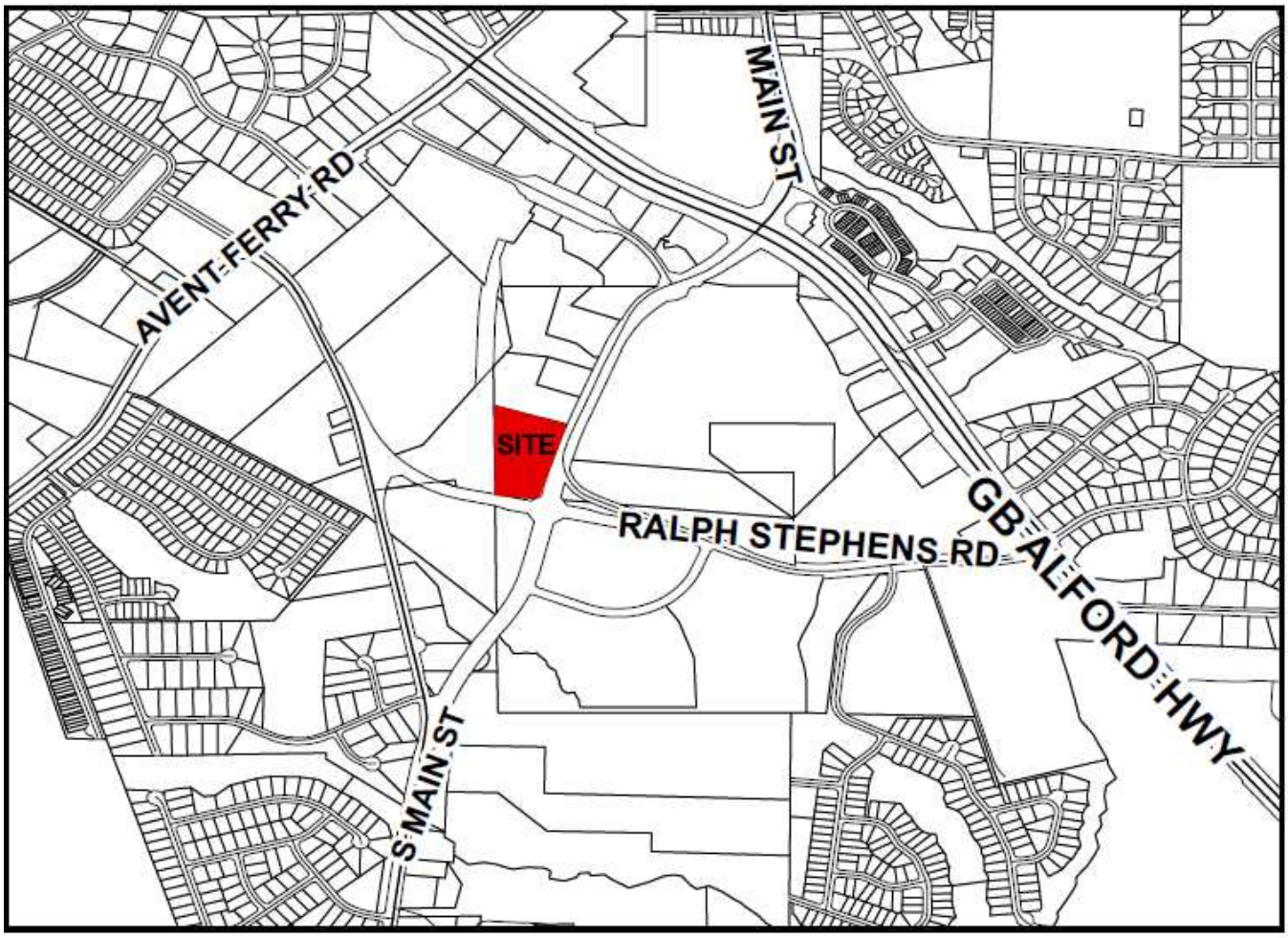
REQUEST FOR DEVELOPMENT PLAN
VILLAGE GATE TRACT 2
20-DP-12

APPLICANT(S):
Laura Holloman
McAdams
2905 Meridian Prky
Durham, NC 27713

DEVELOPER(S):
Eli Zablud
Dunn Investments, LLC
220 Tals Rock Way, Ste. 305
Cary, NC 27519

OWNER(S):
Barnes, Elizabeth
Edwards, Patsy
Dunn Investments LLC
Yarborough, James
Yarborough, Elizabeth

LOCATION:



[ ] Within Corporate Limits of Holly Springs [**X**] Within Holly Springs ETJ [**X**] Annexation Pending

ANTICIPATED REVIEW SCHEDULE:

Planning Board: October 27, 2020
Town Council Action: November 17, 2020

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

ATTACHMENTS:
Development Petition, Development Plan, Applicant's Findings of Fact for Waivers

PARCEL INFORMATION			
OWNER	**PARCEL #**	**ZONING**	**AREA**
Barnes, Elizabeth Edwards, Patsy	648851905	CB CU: Community Business Conditional Use	2.22± acres
Barnes, Elizabeth Edwards, Patsy	648852906	CB CU: Community Business Conditional Use	0.21± acres
Barnes, Elizabeth Edwards, Patsy	648860360	CB CU: Community Business Conditional Use	0.79± acres
Dunn Investments LLC	648862150	CB CU: Community Business Conditional Use	0.84± acres
Yarborough, James Yarborough, Elizabeth	648862276	CB CU: Community Business Conditional Use	0.64± acres
		TOTAL	**4.7± acres**

ADJACENT PROPERTY SITE DATA		
	ZONING	**EXISTING LAND USE**
Subject Property	CB CU: Community Business Conditional Use	Vacant, undeveloped
North	CB: Community Business	Hampton Inn
South	CB: Community Business	Ralph Stephens Road, pre-school
East	CB: Community Business	S. Main Street, undeveloped, Village Gate Tract 3
West	R-MF-8, R-MF-15 Multi-family Residential	Vacant, undeveloped (planned townhome development)

PROPERTY HISTORY

ETJ History
Resolution: 05-03
Approved by Town Council on: January 5, 2005

Rezoning History
Rezoning Number: 19-REZ-03
Original Zoning: R-20 and CB
Proposed Zoning: CB CU
Approved by Town Council on: June 16, 2020

Conditions Of Approval:

1) All properties within the rezoning request shall be developed in accordance with the mixed use development option in the Community Business zoning district as outlined in Section 3.05 C. of Holly Springs United Development Ordinance. The property owner reserves the ability to request any variances, waivers, or alternate compliance as permitted by the ordinance.
2) All multifamily dwellings on TRACT 1 as shown on 'EXHIBIT 1', shall be limited to age-restricted with associated amenities. A Declaration of Covenants, Conditions, and Restrictions ("Declaration") providing that at least eighty percent (80%) of all occupied units shall have as a

resident at least one person age 55 or older ("age restriction") shall be recorded with the applicable Register of Deeds Office. Covenants shall at all times in full force and effect so long as the apartment complex remains as a multifamily use. Any recession or modification of the covenants regarding age restriction shall have approval of the town.

Prior to applying for any building permits, an opinion letter from an attorney licensed to practice in North Carolina shall be provided to the Town stating that the age restriction was drafted in a form that the attorney, in the exercise of customary professional diligence, would reasonably recognize as compliant with the Fair Housing Act 42 U.S.C Sec. 3601, et. seq., and the North Carolina State Fair Housing Act, N.C. Gen. Stat. 41A-1, et seq.

3) The developer acknowledges the need to provide workforce housing within the Town of Holly Springs and is committed to doing so. Workforce housing shall be defined as affordable housing intended to serve those of moderate to middle income levels. Specifically, these workforce units shall be restricted to professionals currently employed as: teachers, hospital workers, EMS/First Responders, police, fire, as well as Town of Holly Springs employees. The developer shall provide a minimum of fifty (50) units of such housing to be located on Tract 3 only as identified on 'Exhibit 1'.

   Prior to any Certificate of Occupancy being issued for any workforce housing dwelling unit, the applicant or owner must prepare and record in the Wake County Register of Deeds all documents as necessary to ensure that these units will be maintained as workforce housing in perpetuity.
4) The Town requires, pursuant to N.C.G.S. § 160A-372, the dedication and construction of streets and rights of way, as shown in the approved Comprehensive Transportation Plan and the approved Transportation Impact Analysis, to create conditions essential to public health, safety, and the general welfare. A rezoning may be delayed until such time as necessary transportation improvements (to include offsite improvements) may be made, unless the Town and the Developer can enter into agreements to accelerate the time for completion of these needed improvements.
5) The developer shall construct an additional northbound shared through and right turn lane with 250 linear feet of storage on Piney Grove Wilbon Road at the intersection of South Main Street subsidizing previously allocated funds paid as depicted in the Transportation Impact Analysis.
6) The Town requires certain fees to be paid upon development of land and for the granting of a building permit. Said fees are listed in the Town's annual budget, and with this rezoning the Developer agrees he/she (i) is familiar with these fees, (ii) does not dispute the reasonableness of these fees as set forth in the Town's annual budget; and (iii) notwithstanding any reimbursements discussed at this time through an Infrastructure Reimbursement Agreement, hereby agrees to timely pay all normal and customary fees applicable to Developer in connection with the Residential Project. Such fees are listed in the current year annual budget of fees at the time the fee is due under the ordinary course of development.
7) Proposed uses on Tract 2 as identified on 'Exhibit 1' shall be limited to professional office only.
8) Parking provided on tracts 1 and 3 as identified on 'Exhibit 1' shall be located at or behind the front façade of all buildings.
9) Tract 3 as identified on 'Exhibit 1' shall be limited to mixed-use development containing two or more of the following uses: commercial, multifamily dwellings, professional office, and child care center.
10) For proposed building facades located within fifty (50) feet of the intersection of South Main Street and Ralph Stephens Road and fronting such intersection, shown on Tract 3 as identified on 'Exhibit 1', shall contain first floor commercial uses. Sides and rear facades of such buildings may contain ground floor residential uses.
12) The maximum building height of the proposed development shall be 75 feet.
13) The developer understands that walkability is crucial to this mixed use concept. Therefore, the developer will construct a ten foot wide asphalt public greenway, in accordance with Town of Holly Springs Design and Construction Standards, terminating at the intersection of Ralph Stephens Road

and South Main Street with a maximum linear footage of 2,000 feet in a direction and alignment to be determined with town staff within current available public right-of-way.

Development Agreement History
Approved by Town Council on: June 16, 2020

The Development Agreement generally provides for the following:

- Establishes the Permitted Uses of the project:
  - Tract 1 will include a 12,000 sq. ft. commercial building and 190 age targeted residential units
  - Tract 2 will include a 60,000 sq. ft. office building(s)
  - Tract 3 will include a day care and a 90,000 sq. ft. mixed use building with 160 residential units
    - 50 units will be reserved for workforce housing
      - Units will be available to those earning between 50-80% Area Median Income (AMI)
      - Units will be affordable for a period of 20 years
- Requires sewer construction
- Lists the necessary transportation improvements
- Provides an extended pedestrian connection
- Requires annexation

Master Plan History
Project Number: 20-MAS-03
Description: Mixed-Use Option Master Plan
Approved by Town Council on: Pending

Special Exception Use History
Project Number: 20-SEU-09
Description: Mixed-Use Option
Approved by Town Council on: Pending

Variance History
Project Number: 20-VARTC-07
Description: A reduction in the minimum side and rear bufferyard from 25 feet to 5 feet
Approved by Town Council on: Pending

Project Number: 20-VARTC-08
Description: A reduction in the minimum Plant Unit Value for thoroughfare yards from a Type-A 75 Plant Unit Value to street trees placed 40 feet
Approved by Town Council on: Pending

Project Number: 20-VARTC-09
Description: A reduction in the minimum Plant Unit Value for bufferyards from a Type-C 150 Plant Unit Value to a Type-C 55 Plant Unit Value
Approved by Town Council on: Pending

WAIVER REQUESTS

1. 20-WAV-19: Request to allow for a Waiver of Regulations of UDO Section 3.08, A 1. c. Primary Façade Building Materials, and Building Massing and Façade Treatment, Variation in Massing, to allow an increase in building bay width for Building 1 from 30 feet to 40 feet in association with Development Plan Petition #20-DP-12.

UDO Requirements:
Section 3.08, A 1. c. Primary Façade Building Materials, and Building Massing and Façade Treatment, Variation in Massing

Variation in Massing.

Building walls shall consist of a building bay or structural building system that is a maximum of thirty (30) feet in width. Bays shall be visually established by architectural features such as

columns, ribs, pilasters or piers, changes in plane, no less than twelve (12) inches in width and four (4) inches in depth or an equivalent element that subdivides the wall into human scale proportions.

Waiver Findings of Fact:

1. The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space) which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;
2. The proposed development will be compatible with and will enhance the use or value of area properties;
3. The proposed development is consistent with the intent of the Comprehensive Plan; and,
4. The proposed development is consistent with the intent and purpose of this UDO.

2. 20-WAV-20: Request to allow for a Waiver of Regulations of UDO Section 3.08, A 1. c. Primary Façade Building Materials, and Building Massing and Façade Treatment, Variation in Massing, to allow an increase in building bay width for Building 2 from 30 feet to 40 feet in association with Development Plan Petition #20-DP-12.

UDO Requirements:
Section 3.08, A 1. c. Primary Façade Building Materials, and Building Massing and Façade Treatment, Variation in Massing

Variation in Massing.

Building walls shall consist of a building bay or structural building system that is a maximum of thirty (30) feet in width. Bays shall be visually established by architectural features such as columns, ribs, pilasters or piers, changes in plane, no less than twelve (12) inches in width and four (4) inches in depth or an equivalent element that subdivides the wall into human scale proportions.

Waiver Findings of Fact:

1. The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space) which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;
2. The proposed development will be compatible with and will enhance the use or value of area properties;
3. The proposed development is consistent with the intent of the Comprehensive Plan; and,
4. The proposed development is consistent with the intent and purpose of this UDO.

3. 20-WAV-21: Request to allow for a Waiver of Regulations of UDO Section 7.05, B. Off-Street Loading Regulations, Design and Construction of Loading Areas, to allow a reduction in the minimum off-street loading dimensions from twelve (12) feet in width and fifty-five (55) feet in length to ten (10) feet in width and thirty-six (36) feet in length in association with Development Plan Petition #20-DP-12.

UDO Requirements:
Section 7.05, B. Off-Street Loading Regulations, Design and Construction of Loading Areas

B. Loading Space Dimensions – A required or excess *off-street loading space* shall be at least twelve (12) feet in width by at least fifty-five (55) feet in length, exclusive of aisle and maneuvering space, and shall have a vertical clearance of at least fifteen (15) feet. However, a waiver may be requested in accordance with Section 7.05 G. Waiver of Off-Street Loading Regulations, if *off-street loading* will not involve the use of semi-tractor combinations or other vehicles in excess of twenty-five (25) feet in length. No *off-street loading area* may be reduced to less than ten (10) feet in width by twenty-five (25) feet in length

Waiver Findings of Fact:

1. The nature and location of the proposed building or structure, and;
2. The maximum size and number of delivery vehicles and the approximate time of day and number of occurrences per week that delivery vehicles can reasonably be expected to serve the proposed building or structure at one time, and;
3. The granting of the waiver will not be detrimental to public safety, health or welfare or injurious to other property, and;
4. The waiver will not contravene the provisions of this UDO or the Comprehensive Plan, and;
5. An area for future off-street loading area is provided on the lot or within the integrated center, business park or industrial park that is of sufficient size and layout to effect compliance with the basic minimum requirements of this UDO is indicated on the approved plans. Such area shall not be used for any form of development unless an amended development plan is submitted and approved, that indicates compliance with the provisions of this sub-Section.

STAFF ANALYSIS

PROJECT OVERVIEW

The Town has received a request for a Development Plan for Tract 2 of the Village Gate Master Plan (*20-MAS-03, pending Town Council approval*) located at the intersection of Ralph Stephens Road and S. Main Street. In accordance with the Master Plan, Tract 2 contains approximately 60,000 square feet of professional office uses within two buildings.

PLANNING & ZONING

Vision Holly Springs Comprehensive Plan

Land Use & Character

The Land Use & Character Plan designates these properties as Natural Area and Mixed-Use Center.

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

Mixed-Use Center
A Mixed-Use Center offers the opportunity to serve broader economic, entertainment, and housing needs in the community. Land uses and buildings on small blocks in the core may stand three or more stories tall and encourage active public spaces between the buildings. Residential units or office space are found above storefronts. Homes surrounding the core offer several choices to live and experience the center. Parking is satisfied using on-street parking, structured parking, and shared rear-lot parking strategies. The compact, walkable environment and mix of residential and non-residential uses in the center supports multiple modes of transportation,

including the potential for transit-oriented development if-when a decision is made to invest in premium transit along the NC 55 corridor.

A large-scale, Mixed-Use Center may be surrounded by one or more residential neighborhoods that provide additional nearby home choices and encourage active living with a comprehensive and interconnected network of walkable streets.

Development Standards

Mixture of Uses/Gross Floor Area:

The mixture of uses for Village Gate have been determined by the pending Master Plan. This tract contains the required non-residential uses as designated on the Master Plan.

Required Gross Floor Area per Master Plan: 60,000 square feet professional office
Proposed Gross Floor Area: 60,000 square feet professional office

Lot Area/Lot Size:

The proposed Master Plan has established the following lot criteria:
Minimum Number of Lots: 4
Maximum Number of Lots: 6

Proposed Number of Lots Tract 2: 1

Minimum Yards and Setbacks:

Minimum Required Per Master Plan
- Adjacent to Residential: 5 feet, Type-C 55
- Adjacent to Nonresidential: 10 feet, Type-A 20
- Adjacent to Street Frontage (S. Main Street): 10 feet, street trees

Provided:
- Adjacent to Residential: 5 feet, Type-C 55
- Adjacent to Nonresidential: 10 feet, Type-A 20
- Adjacent to Street Frontage: 10 feet, street trees

Building Height:

Maximum Permitted: 75 feet
Proposed: 37 feet

Parking & Loading:

Parking Required:
- Commercial: 4 spaces per 1,000 square feet + 1 bike rack
- Total Required: 240 spaces + 1 bike rack

Parking Provided: 261 spaces + 1 bike rack (108% off minimum)

Parking Design:
- Required: When feasible, off-street parking should be oriented behind or to the side of a building when possible and shall not exceed a maximum depth of sixty (60) feet (i.e. two-way aisle with parking on both sides) not counting required landscaping
- Provided: Parking is generally provided to the rear or side of street-fronting buildings, however some of the parking spaces are provided in front of the building. Parking bays are generally 60 feet in width, with the exception of the parking area behind Building 1.

Loading Required: 1 off-street loading space or pull-off loading space
Loading Provided: 1 off-street space
**A waiver has been requested to reduce the loading space from 12x55 to 10x36*

Open Space and Public Places:
Minimum Open Space Required: 1% of project area or 2,061 sq., ft.,
Open Space Provided: 1.9% of project area or 3,952 sq. ft.

Outdoor Operations:
Outdoor seating is provided along the south building façade of building 2

Landscape Requirements:
Perimeter Yard/Bufferyard:
Minimum Required:
Adjacent to Residential: 5 feet, Type-C 55
Adjacent to Nonresidential: 10 feet, Type-A 20
Adjacent to Street Frontage (S. Main Street): 10 feet, street trees

Provided:
Adjacent to Residential: 20 foot Type C-75 Bufferyard
Plants include Red Robin Holly, Japanese Cedar, and existing vegetation

Adjacent to Nonresidential: 10 feet, Type-A 20
Plants include Eastern Hornbeam and False Holly

Adjacent to Street Frontage (S. Main Street): 10 feet, street trees
Plants include Trident Maple and Crepe Myrtle.

Foundation:
Foundation landscaping has been provided including Dwarf gardenia, Camelia, and Boxwood

Interior Parking Lot Landscape Islands:
Required: 26 Landscape Islands containing 1 tree and 4 shrubs
Provided: 36 Landscape Islands containing 1 tree and 4 shrubs including Japenese Zelkova, Allee Elm, and dwarf Yaupon Holly

Parking Area Screening:
Parking area screening has been provided along all parking spaces which face an adjacent right-of-way or residentially zoned district. Green Luster Holly is used to satisfy this requirement

Tree Preservation
Tree Preservation is provided across the entirety of the Master Plan area. 10% of the total site area is required for Tree Preservation

Required for Master Plan: 88,022 square feet
Provided for Master Plan: 91,601 square feet
Provided for Tract 2: 18,973 square feet (9.20% of Tract 2)

General Regulations

Trash Containers:

A trash enclosure is provided behind Building 1.

Architectural and Site Design Requirements

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

Individual building elevation and site design requirements are required to meet UDO Section 3.08, Architectural and Site Design Requirements and the color, material, and design standards set forth in the Master Plan's architectural design guidelines.

Building Materials

A minimum of 60% of the primary building façade must be constructed using a masonry material, such as brick or stone. The Design Guidelines require all buildings to provide a similar stone along the building base for consistency.

Colors

Brown brick veneer and light neutral wall tile colors are provided.

Architecture

No specific architectural style has been selected for the Master Plan. A stone building base has been provided consistent with the material indicated in the Master Plan. In accordance with UDO Section 3.08, architectural style must be harmonious with other developments within the general area.

Roof Treatment

Parapet walls must match the perimeter wall below. In locations where a higher parapet wall turns back onto the roof, the turn back must be of sufficient distance to appear as an architectural element and be treated similar to the façade when visible.

Animating Features

UDO Section 3.08 stipulates that building bays are to be established a maximum of 30-feet in width with a 4-inch change in depth. Building bays meet this requirement.

Glazing (windows and glass doors) and Human Scale features are provided, including cast stone sills and a brick soldier course.

Master Sign Plan:

A master sign plan has not been submitted for this project. A Master Sign Plan can be submitted in the future if desired by the applicant.

Lighting:

Lighting will be reviewed for compliance with the Unified Development Ordinance for each outlot. The Town has maximum light levels at property lines, which are stricter along residential property lines to prevent light pollution spilling onto residential properties. The proposed light fixture is shown in the associated master plan. The proposed lighting style is LED with black pole and fixture.

Pedestrian Circulation and Vehicular Area Design (UDO Section 7.09)

Walkways or Pedestrian/Bikeway System Design:

A connection to the public sidewalk system will be required for each building.

ENGINEERING

Water Service:
This development will connect to future water main in Ralph Stephens Rd that will be constructed by the Stephens Tract Townhomes project. An 8-inch water main will extend through the site to serve each building.

Sewer Service:
This development will connect to a future gravity sewer main and manhole that will be constructed by the Stephens Tract Townhomes project. Gravity sewer will extend through the site to serve each building. Sewer from this development will discharge to the Basal Creek Pump Station.

Transportation
A Traffic Impact Analysis (TIA) was completed and approved with the Village Gate Rezoning. The TIA identified transportation improvements that are required to be completed by the Village Gate project. The following items are highlighted in the Development Agreement executed with the Rezoning and speaks to the timing of required improvements.

- A fee-in-lieu for design and construction of GB Alford/NC-55 transportation improvements proportionate to the project impact in the amount of $105,000 is required *prior to any permit or plat approval for any tract of the project.*
- Design and construction to retrofit the traffic signal at the intersection of Piney Grove Wilbon/S. Main St/Ralph Stephens from wooden pole to mast arm and upgrade signal timing modifications is *required to be completed prior to Certificate of Occupancy for the Solaris Building on Tract 3.*
- Design and construction of a northbound through-right turn lane at the intersection of Piney Grove Wilbon/S. Main St/Ralph Stephens is *required to be completed prior to Certificate of Occupancy for the Solaris Building on Tract 3*

Adjacent public roads are at their full cross section across the Tract 2 property frontages in accordance with the Comprehensive Transportation Plan.

The Tract 2 Development is showing multiple connections to existing public sidewalk on Ralph Stephens Rd and S. Main Street, with internal 5' sidewalk wrapping around both proposed buildings. A full pedestrian connection has been shown from Tract 2 to the proposed off-site Greenway extension that will connect to Garrison Subdivision.

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

TECHNICAL REVIEW COMMITTEE DISCUSSION

The Technical Review Committee discussed the initial concept for this project on August 6, 2019.

Planning Board Representatives: Courtney Patterson
Town Council Representatives: Dan Berry, Tom O'Brien
Summary of Discussion:

Committee members expressed interest in learning more about Workforce Housing. There were concerns raised about the apartment component of the project and interest expressed in senior apartments with elevators. Another member preferred neighborhood commercial uses be developed on the property. The lack of sidewalk connectivity to existing surrounding neighborhoods was also discussed.

STAFF RECOMMENDED PLANNING BOARD DISCUSSION ITEMS

Staff Recommends that the Planning Board discuss the following items:

1. UDO Section 3.05 C. states: Where portions of a building are located away from the sidewalk (right-of-way), such areas should be treated as courtyards (developed hardscapes utilizing decorative pavement materials) as necessary to promote pedestrian activity and patron interaction …. Landscaping areas may be considered if landscaped areas are designed for active use. While the term "should" is not mandatory, the UDO seems to suggest that landscaping and parking in front of the building is not the desired street scape. The Planning Board should discuss the proposed streetscape elements of the project and if the applicant has sufficiently met the intent of the mixed-use option, specifically for tracts 1 and 2.

STAFF RECOMMENDATION TO THE PLANNING BOARD

ACTION #1: WAIVER OF REGULATIONS OF UDO

Motion that the Planning Board recommend approval/denial of the following waivers:

1. **<u>20-WAV-19:</u> Request to allow for a Waiver of Regulations of UDO Section 3.08, A 1. c. Primary Façade Building Materials, and Building Massing and Façade Treatment, Variation in Massing, to allow an increase in building bay width for Building 1 from 30 feet to 40 feet in association with Development Plan Petition #20-DP-12.**
2. **<u>20-WAV-20:</u> Request to allow for a Waiver of Regulations of UDO Section 3.08, A 1. c. Primary Façade Building Materials, and Building Massing and Façade Treatment, Variation in Massing, to allow an increase in building bay width for Building 2 from 30 feet to 40 feet in association with Development Plan Petition #20-DP-12.**
3. **<u>20-WAV-21:</u> Request to allow for a Waiver of Regulations of UDO Section 7.05, B. Off-Street Loading Regulations, Design and Construction of Loading Areas, to allow a reduction in the minimum off-street loading dimensions from twelve (12) feet in width and fifty-five (55) feet in length to ten (10) feet in width and thirty-six (36) feet in length in association with Development Plan Petition #20-DP-12.**

ACTION #2: DEVELOPMENT PLAN

Motion that the Planning Board recommend approval/denial of Development Plan #20-DP-12 for Village Gate Tract 2 as submitted by TMTLA Associates, dated Revised 10/02/20 with the following conditions:

1. Prior to the submittal of any UDO Permit for Sign Installation for permanent signage or public art, a Master Sign Plan must be submitted to the Department of Planning & Zoning for review and approved.
2. All previous conditions of approval for Village Gate Detailed Master Plan shall apply except for any condition that describes a fee or a fee-in-lieu to be paid shall now comply with the current amounts due pursuant to the town's current annual budget or any unexpired development agreement.
3. All previous approval conditions for Village Gate Rezoning will apply to this plan as well.
4. Articles of the Development Agreement executed with the Village Gate Rezoning shall apply to this Development Plan.
5. This project will be required to meet Town's NPDES Phase II Post Construction Stormwater ordinance.

6. The design of the pedestrian access near the focal point at the corner of Ralph Stephens Rd and S. Main Street is pending additional coordination with the adjacent property owner. Final design shall be determined during construction drawing review.
7. The following must be completed prior to *or with* first Construction Drawing submittal:
    a. Approval of the Village Gate Master Plan
    b. Payment of all invoiced special study review fees.
    c. All items listed on the Stormwater Submittal Checklist, Form #16003
    d. Thoroughfares, collectors and boulevards require a calculated pavement design.
8. Prior to Construction Drawing approval and/or issuance of a land disturbance permit, the following must be addressed:
    a. Off-site water and sewer easements are required to be documented in the form of a recorded plat.
    b. Approval of Stormwater Management Plan
    c. Payment of the Stormwater Fee-in-Lieu
    d. All environmental permits must be obtained for the entire project
    e. Any required off-site right-of-way for this project shall be dedicated in the form of a recorded plat.
    f. Cross-Access Easements between adjacent property owners shall be shown on construction drawings and are required to be documented in the form of a recorded plat. An Access Easement Agreement is required to be documented between the adjacent property owners.
    g. Any off site sewer facilities that are needed to serve this project; including the Basal Creek Pump Station improvements by the Lowe's development and the downstream sewer extension and manhole network by Stephens Tract Townhomes project, must be substantially complete prior to this Development Plan receiving Construction Drawing approval.
    h. Any off site water facilities that are needed to serve this project; including the watermain extension on Ralph Stephens Road by the Stephens Tract Townhomes project, must be substantially complete prior to this Development Plan receiving Construction Drawing approval.
    i. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the SCM is required at the end of the performance monitoring period for the project
9. Prior to the issuance of any plat or permit approval for the Village Gate project, the following must be addressed:
    a. Payment of a fee-in-lieu for design and construction of GB Alford/NC-55 transportation improvements, proportionate to the project impact in the amount of $105,000
10. The following site plan revisions must be addressed prior to this project moving forward to Town Council:
    a. Please verify that the Site Access #3 on S. Main Street meets the ED&CS for a 21' ingress and egress lane on either side of the median. Label the dimensions.
    b. Revise SDTs to show the vertical dimension in accordance with Standard Detail HS333 (see below). The vertical dimension value should be either 15' or 18' based on street type.
    c. Show and dimension the proposed Cross Access Easement abutting the Hampton Inn parcel on the Tract 2 property as well. Thank you for identifying the existing off-site easement.
    d. The 12-inch water main across S. Main Street needs to be shown as is has been proposed on the Village Gate Master Plan. Please show the NEW location of the 12-inch water main with the note "Water main relocation to be completed with the Village Gate Master Plan." Please add a note to Site Plan Sheet L-1 to reference that design at the corner of Ralph Stephens Rd and S. Main Street is pending additional coordination with the adjacent property owner, to be determined during construction drawing review.

TOWN OF HOLLY SPRINGS

DEVELOPMENT PETITION

DPM Appendix #A.04
Supplement #15
December 2018

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

Petition Type:

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

☐ **Preliminary Plan- Major Subdivision**
- ☐ New ☐ Major Amendment ☐ Minor Amendment*

☒ **Development Plan** (check all that apply)
- ☒ New ☐ Major Amendment ☐ Minor Amendment*
- ☒ Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
- ☐ Non-Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
- ☐ Multifamily
- ☐ Residential Development Options or Infill Development Options

☒ **Special Exception Use**
- ☒ New ☐ Family Child Care Home

** Specify purpose of amendment on Certificate of Plan Revisions*

For DPZ Use only
Project # _____
Fees Paid: $ _____
Date Received:

☐ Initial ☐Revised ☐ Final

Project Information:

Project Name: Village Gate Development Plan - Tract 2

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

PUD/Master Plan/Subdivision N/A Shopping Center/Lot# N/A

Project Location: Intersection of S. Main Street/Ralph Stephens Road

Use street address. If none, use the closest intersection

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

PIN: 0648851905;0648852906;0648862150;0648862276;0648860360; Real Estate ID: 0348874;0182676;0148765;0150627;0371575.

Project Acreage (rounded to nearest tenth): 4.73 Partial Parcel: ☒ No ☐ Yes (additional fee)

Current Zoning: CB-CU Proposed Use (see UDO Primary Use List): Mixed Use Development Option

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

Waivers Requested: ☐ No ☐ Yes- Specify UDO Section Number(s): _____

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

Scoping Meeting Date: _____ Concept Meeting Date: 7/9/20

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

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

Project Applicant/Contact

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

Name Laura Holloman Company McAdams

Mailing Address 2905 Meridian Parkway

City Durham State NC Zip 27713

Telephone # (919) 610-7377 E-Mail holloman@mcadamsco.com

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

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

Design Professional if different than Applicant/Contact

Name Chris Allen Company Allen Consulting, PLLC

Mailing Address 10609 Old Pine Court

City Durham State NC Zip 27713

Telephone # (919) 669-3635 E-Mail callen@allencm.com

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

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

Developer

Name Eli Zablud Company Dunn Investments, LLC
Mailing Address 220 Tals Rock Way, Suite 305
City Cary State NC Zip 27519
Telephone # (919) 418-3014 E-Mail ez@nc.rr.com
How would you like to receive staff review comments? ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Architect

Name Ted Van Dyk Company New City Design
Mailing Address 1304 Hillsborough Street
City Raleigh State NC Zip 27605
Telephone # (919) E-Mail ted@newcitydesign.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Landscape Architect

Name Tony Tate Company TMTLA & Associates
Mailing Address 5011 Southpark Drive, Suite 200
City Durham State NC Zip 27713
Telephone # (919) 484-8880 E-Mail tony@tmtla.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

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

Name Adam Zablud Company
Mailing Address 220 Tals Rock Way, Suite 305
City Cary State NC Zip 27519
Telephone # (919) 418-3014 Alternate Telephone # ( )
Fax # ( ) E-Mail azablud@gmail.com
How would you like to receive staff review comments? ☐ Fax ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ Fax ☒ E-Mail ☐ US Mail- Certified

Property Owner - *Required*

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

Certificate of Submittal Completion

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

Signature: _____ Date: 7/24/20

TOWN OF HOLLY SPRINGS

DEVELOPMENT WAIVER/ ALTERNATE COMPLIANCE PACKET

General Information

A Concept Plan Review Meeting must be held in accordance with the Petition Submittal Deadline as specified on the appropriate submittal calendar based upon the type of Petition being submitted. Please email hsplanning@hollyspringsnc.us to schedule a Concept Meeting. For more information, contact the Department of Planning & Zoning at (919) 557-3908.

The full review procedures for all development processes can be found in the *Town of Holly Springs Development Procedures Manual*.

FOR MORE INFORMATION:

Current Fee Schedule:
http://www.hollyspringsnc.us/planning

Review Process: Town of Holly Springs Development Procedures Manual (DPM) Section 6.06

Review Calendar: See Town of Holly Springs Development Procedures Manual (DPM) Appendix 1

The DPM is available for purchase in the Department of Planning & Zoning or on-line at:
http://www.hollyspringsnc.us/planning

Submittal Requirements

All information required as part of your petition must be provided in both hardcopy original and in PDF format to the FTP website. (i.e. transmittal, applications, maps, special studies, etc.) with each review. Please submit PDF as 1 file containing the complete submittal and name the file with the project name and date. Link to FTP website: http://www.hollyspringsnc.us/PlanningFTP

The following items must be submitted with the Petition to be deemed a complete submittal:

- ☒ Petition Form
- ☒ Processing Fees (make check payable to: Town of Holly Springs)
- ☒ Completed Findings of Fact for the specific Waiver/Alternate Compliance Requested
- ☒ Initial submittal is to include; (6) 24" x 36"; (2) 11" x 17"; and (1) PDF version. Please fold all plans to 9" X 12" max.

Note: A separate Petition, Fees, and Findings Sheet is required for each Waiver/Alternate Compliance Requested. Additional plans are not required if submitted in conjunction with a Development Plan Petition.

Types of Waivers/Alternate Compliance:

- ☐ **UDO Section 2.06 or 2.07- Waiver of Architectural and Site Design Requirements in R-MF-8 & R-MF-15**
  Waivers of UDO Section 2.06 or 2.07 may only be submitted and considered in connection with the approval of a Development Plan for Architectural and Site Design Review.
- ☐ **UDO Section 2.09– Waiver of Development Requirements for Development Options in the R-30, R-20, R 15, R-10 and R-8 Districts**
  Waivers of UDO Section 2.09 may only be submitted and considered in connection with the approval of a Development Plan which incorporates Development Options.
- ☐ **UDO Section 2.10– Waiver of Development Requirements for Infill Development Options in the R-8 District**
  Waivers of UDO Section 2.10 may only be submitted and considered in connection with the approval of a Development Plan which incorporates Infill Development Options.

☐ **UDO Section 3.03- Alternate Compliance with Architectural and Site Design Requirements in TV**
Waivers of UDO Section 3.03 may only be submitted and considered in connection with either a petition for zoning map change or as part of a Development Plan for Architectural and Site Design Review.

☐ **UDO Section 3.03- Waiver of Development Standards in TV**
Waivers of UDO Section 3.03 may only be submitted and considered in connection with either a petition for zoning map change or as part of a Development Plan for Architectural and Site Design Review.

☒ **UDO Section 3.08- Alternate Compliance with Architectural and Site Design Requirements in LB, CB, OR, GB**
Waivers of UDO Section 3.08 may only be submitted and considered in connection with either a petition for zoning map change or as part of a Development Plan for Architectural and Site Design Review.

☐ **UDO Section 4.05- Alternate Compliance with Architectural and Site Design Requirements in BT, RT, IT**
Waivers of UDO Section 4.05 may only be submitted and considered in connection with either a petition for zoning map change or as part of a Development Plan for Architectural and Site Design Review.

☐ **UDO Section 7.01- Alternate Landscape Plan Approval**

☐ Alternate Compliance with UDO Section 7.01 may only be submitted and considered in connection with either a Development Plan for Architectural and Site Design Review, as part of a Development Plan for Development Options, or as part of a Master Plan or Preliminary Plan for a subdivision. **UDO Section 7.01- Waiver of Required Tree Preservation Requirements**

Waivers of UDO Section 7.01. J may only be submitted and considered in connection with a petition for a Development Plan for Architectural and Site Design Review, as part of a Development Plan for Development Options, as part of a Master Plan or Preliminary Plan for a subdivision.

☐ **UDO Section 7.03- Waiver of Sign Regulations**
Waivers of UDO Section 7.03 may only be submitted and considered in connection with either a petition for zoning map change, as part of a Development Plan for Architectural and Site Design Review, as part of a Development Plan for Development Options, or as part of a Master Plan or Preliminary Plan for a subdivision.

☐ **UDO Section 7.04- Reduction in the Number of Required Off-Street Parking Spaces**
Requests for a Reduction in Off-Street Parking of UDO Section 7.04 may only be submitted and considered in connection with a Development Plan for Architectural and Site Design Review.

☐ **UDO Section 7.04- Waiver of Off-Street Parking Regulations**
Waivers of UDO Section 7.04 may only be submitted and considered in connection with either a petition for zoning map change, as part of a Development Plan for Architectural and Site Design Review, or as part of a Master Plan or Preliminary Plan for a subdivision.

☐ **UDO Section 7.05- Waiver of Off-Street Loading Regulations**
Waivers of UDO Section 7.05 may only be submitted and considered in connection with either a petition for zoning map change, as part of a Development Plan for Architectural and Site Design Review, or as part of a Master Plan or Preliminary Plan for a subdivision.

☐ **UDO Sections 7.06, 7.07, or 7.08- Waiver of Lot Design and Public Place Reservation, Street Design and Right-of-Way Reservation, or Utility Design and Reservation**
Waivers of UDO Section 7.06, 7.07, or 7.08 (excluding UDO Section 7.06D.4.e – refer to Modifications and Waivers to Riparian Buffer Regulations) may be submitted and considered in connection with the approval of a development petition as set forth in UDO Section 9.09 – Decision Matrix

☐ **UDO Section 7.09- Waiver of Pedestrian Circulation & Vehicular Area Design Requirements**
Waivers of UDO Section 7.09 may only be submitted and considered in connection with either a petition for zoning map change, as part of.

TOWN OF HOLLY SPRINGS

WAIVER/ALTERNATE COMPLIANCE PETITION

DPM Appendix #A.06
Supplement #15
December 2018

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

Waiver/Alternate Compliance Type (check one)

- ☐ UDO Section 1.23 – Request for Incentives for the Preservation, Rehabilitation, or Adaptive Reuse of Historic Structures
- ☐ UDO Section 2.06 or 2.07- Waiver of Architectural and Site Design Requirements in R-MF-8 & R-MF-15
- ☐ UDO Section 2.09– Waiver of Development Requirements for Development Options in the R-30, R-20, R 15, R-10 and R-8 Districts
- ☐ UDO Section 2.10– Waiver of Development Requirements for Infill Development Options in the R-8 District
- ☐ UDO Section 3.03- Alternate Compliance with Architectural and Site Design Requirements in TV
- ☐ UDO Section 3.03- Alternate Compliance with Development Standards in TV
- ☒ UDO Section 3.08- Alternate Compliance with Architectural and Site Design Requirements in LB, CB, OR, GB
- ☐ UDO Section 4.05- Alternate Compliance with Architectural and Site Design Requirements in BT, RT, IT
- ☐ UDO Section 7.01- Alternate Landscape Plan Approval
- ☐ UDO Section 7.01- Waiver of Required Tree Preservation Requirements
- ☐ UDO Section 7.03- Waiver of Sign Regulations
- ☐ UDO Section 7.04- Reduction in the Number of Required Off-Street Parking Spaces
- ☐ UDO Section 7.04- Waiver of Off-Street Parking Regulations
- ☐ UDO Section 7.05- Waiver of Off-Street Loading Regulations
- ☐ UDO Sections 7.06, 7.07, or 7.08- Waiver of Lot Design, Street Design, or Utility Design
- ☐ UDO Section 7.09- Waiver of Pedestrian Circulation & Vehicular Area Design Requirements
- ☐ UDO Sections 9.05, B.- Waiver of Platting, Project Construction Drawing Approval, Recombination and Vacation Procedures
- ☐ DPM Section 1- Waiver of Voluntary Annexation

For DPZ Use only
Project # _____
Fees Paid: $ _____
Date Received:

☐ Initial ☐ Revised ☐ Final

Project Information

Identify the project associated with this Waiver/Alternate Compliance request

Associated Project Name:	Village Gate Tract 2	Associated Project Number:	20-DP-12

Waiver/Alternate Compliance Request

Specific Request: (provide additional sheets if necessary)

Waiver of UDO Section 3.08, A. 1. c. 2. (b) (i) Variation in Massing requirement that building bay spacing not exceed 30' in width; 1-story Medical Office Building 1 East Elevation increase 30' minimum bay spacing width to 40' in width.

.

Contact Information

Waiver/Alternate Compliance Contact

Name Jeffrey Rezeli Company New City Design Group
Mailing Address 1304 Hillsborough St.
City Raleigh State NC Zip 27605
Telephone # (919) 831-1308 E-Mail jeff@newcitydesign.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

TOWN OF HOLLY SPRINGS
UDO SECTION 3.08 OR 4.05: ALTERNATE COMPLIANCE WITH ARCHITECTURAL AND SITE DESIGN REQUIREMENTS IN LB, CB, OR, GB & BT, RT, IT

FINDINGS OF FACT

Please print responses in blue or black ink or typewrite.

A petition for Alternate Compliance may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or describe the unique conditions that would enable the decision making body to make a written determination that:

Findings of Fact

For DPZ Use only
Project # _____
Date Received:

☐ Initial ☐Revised ☐ Final

(1) **The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;**

A prominent entry feature on the primary facade of Medical Office Building 1 facing S. Main St. is intended to serve as a focal point and clear building entry, with raised facades varying from 24" - 30" in depth at potential outside tenant entries. Introduction of a larger scale, more prominent, curved entry element with increased depth is proposed to enhance the building design beyond the minimum variation in massing requirements of the UDO.

(2) **The proposed development will be compatible with and will enhance the use or value of area properties;**

Tract 2 of the proposed Village Gate development includes 1 and 2-story medical office buildings of approx. 12,500 and 49,000 SF to serve the Holly Spring and surrounding community. Tract 3 will bring a mix of uses, including approx. 160 market rate residential units, ground floor retail, ground level and terrace amenities for residents and the community at large, daycare, and food service kiosk. Tract 1 includes approx. 159 age targeted multi-family units.

(3) **The proposed development is consistent with the intent of the Comprehensive Plan; and,**

The proposed Village Gate development contributes mixed use density in an appropriate location, on S. Main St. in proximity to downtown Holly Springs. When complete, the development will be a true mixed use center, offering a range of retail, child, and healthcare options serving a range of ages from infant and toddler care, to young professionals, to retirees.

(4) **The proposed development is consistent with the intent and purpose of this UDO.**

A high-quality development is desired and articulation of the primary and secondary building entry elements as proposed are appropriate for this building type and consistent with the intent of the UDO. Additional facade articulation to comply with variation in massing requirements in the UDO will have a negative impact on the clarity of the building design by adding relief to building elements that cannot be repeated due to the small building facades and therefore would detract from the prominence of the primary and secondary building entries.

Certificate of Completion

I certify that all information presented in this petition is accurate to the best of my knowledge and belief.

Signature: _____ Date: 10/07/20

TOWN OF HOLLY SPRINGS

DEVELOPMENT WAIVER/ ALTERNATE COMPLIANCE PACKET

General Information

A Concept Plan Review Meeting must be held in accordance with the Petition Submittal Deadline as specified on the appropriate submittal calendar based upon the type of Petition being submitted. Please email hsplanning@hollyspringsnc.us to schedule a Concept Meeting. For more information, contact the Department of Planning & Zoning at (919) 557-3908.

The full review procedures for all development processes can be found in the *Town of Holly Springs Development Procedures Manual*.

FOR MORE INFORMATION:

Current Fee Schedule:
http://www.hollyspringsnc.us/planning

Review Process: Town of Holly Springs Development Procedures Manual (DPM) Section 6.06

Review Calendar: See Town of Holly Springs Development Procedures Manual (DPM) Appendix 1

The DPM is available for purchase in the Department of Planning & Zoning or on-line at:
http://www.hollyspringsnc.us/planning

Submittal Requirements

All information required as part of your petition must be provided in both hardcopy original and in PDF format to the FTP website. (i.e. transmittal, applications, maps, special studies, etc.) with each review. Please submit PDF as 1 file containing the complete submittal and name the file with the project name and date. Link to FTP website: http://www.hollyspringsnc.us/PlanningFTP

The following items must be submitted with the Petition to be deemed a complete submittal:

- ☒ Petition Form
- ☒ Processing Fees (make check payable to: Town of Holly Springs)
- ☒ Completed Findings of Fact for the specific Waiver/Alternate Compliance Requested
- ☒ Initial submittal is to include; (6) 24" x 36"; (2) 11" x 17"; and (1) PDF version. Please fold all plans to 9" X 12" max.

Note: A separate Petition, Fees, and Findings Sheet is required for each Waiver/Alternate Compliance Requested. Additional plans are not required if submitted in conjunction with a Development Plan Petition.

Types of Waivers/Alternate Compliance:

- ☐ **UDO Section 2.06 or 2.07- Waiver of Architectural and Site Design Requirements in R-MF-8 & R-MF-15**
  Waivers of UDO Section 2.06 or 2.07 may only be submitted and considered in connection with the approval of a Development Plan for Architectural and Site Design Review.
- ☐ **UDO Section 2.09– Waiver of Development Requirements for Development Options in the R-30, R-20, R 15, R-10 and R-8 Districts**
  Waivers of UDO Section 2.09 may only be submitted and considered in connection with the approval of a Development Plan which incorporates Development Options.
- ☐ **UDO Section 2.10– Waiver of Development Requirements for Infill Development Options in the R-8 District**
  Waivers of UDO Section 2.10 may only be submitted and considered in connection with the approval of a Development Plan which incorporates Infill Development Options.

☐ **UDO Section 3.03- Alternate Compliance with Architectural and Site Design Requirements in TV**
Waivers of UDO Section 3.03 may only be submitted and considered in connection with either a petition for zoning map change or as part of a Development Plan for Architectural and Site Design Review.

☐ **UDO Section 3.03- Waiver of Development Standards in TV**
Waivers of UDO Section 3.03 may only be submitted and considered in connection with either a petition for zoning map change or as part of a Development Plan for Architectural and Site Design Review.

☒ **UDO Section 3.08- Alternate Compliance with Architectural and Site Design Requirements in LB, CB, OR, GB**
Waivers of UDO Section 3.08 may only be submitted and considered in connection with either a petition for zoning map change or as part of a Development Plan for Architectural and Site Design Review.

☐ **UDO Section 4.05- Alternate Compliance with Architectural and Site Design Requirements in BT, RT, IT**
Waivers of UDO Section 4.05 may only be submitted and considered in connection with either a petition for zoning map change or as part of a Development Plan for Architectural and Site Design Review.

☐ **UDO Section 7.01- Alternate Landscape Plan Approval**

☐ Alternate Compliance with UDO Section 7.01 may only be submitted and considered in connection with either a Development Plan for Architectural and Site Design Review, as part of a Development Plan for Development Options, or as part of a Master Plan or Preliminary Plan for a subdivision. **UDO Section 7.01- Waiver of Required Tree Preservation Requirements**

Waivers of UDO Section 7.01. J may only be submitted and considered in connection with a petition for a Development Plan for Architectural and Site Design Review, as part of a Development Plan for Development Options, as part of a Master Plan or Preliminary Plan for a subdivision.

☐ **UDO Section 7.03- Waiver of Sign Regulations**
Waivers of UDO Section 7.03 may only be submitted and considered in connection with either a petition for zoning map change, as part of a Development Plan for Architectural and Site Design Review, as part of a Development Plan for Development Options, or as part of a Master Plan or Preliminary Plan for a subdivision.

☐ **UDO Section 7.04- Reduction in the Number of Required Off-Street Parking Spaces**
Requests for a Reduction in Off-Street Parking of UDO Section 7.04 may only be submitted and considered in connection with a Development Plan for Architectural and Site Design Review.

☐ **UDO Section 7.04- Waiver of Off-Street Parking Regulations**
Waivers of UDO Section 7.04 may only be submitted and considered in connection with either a petition for zoning map change, as part of a Development Plan for Architectural and Site Design Review, or as part of a Master Plan or Preliminary Plan for a subdivision.

☐ **UDO Section 7.05- Waiver of Off-Street Loading Regulations**
Waivers of UDO Section 7.05 may only be submitted and considered in connection with either a petition for zoning map change, as part of a Development Plan for Architectural and Site Design Review, or as part of a Master Plan or Preliminary Plan for a subdivision.

☐ **UDO Sections 7.06, 7.07, or 7.08- Waiver of Lot Design and Public Place Reservation, Street Design and Right-of-Way Reservation, or Utility Design and Reservation**
Waivers of UDO Section 7.06, 7.07, or 7.08 (excluding UDO Section 7.06D.4.e – refer to Modifications and Waivers to Riparian Buffer Regulations) may be submitted and considered in connection with the approval of a development petition as set forth in UDO Section 9.09 – Decision Matrix

☐ **UDO Section 7.09- Waiver of Pedestrian Circulation & Vehicular Area Design Requirements**
Waivers of UDO Section 7.09 may only be submitted and considered in connection with either a petition for zoning map change, as part of.

TOWN OF HOLLY SPRINGS

WAIVER/ALTERNATE COMPLIANCE PETITION

DPM Appendix #A.06
Supplement #15
December 2018

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

Waiver/Alternate Compliance Type (check one)

- ☐ UDO Section 1.23 – Request for Incentives for the Preservation, Rehabilitation, or Adaptive Reuse of Historic Structures
- ☐ UDO Section 2.06 or 2.07- Waiver of Architectural and Site Design Requirements in R-MF-8 & R-MF-15
- ☐ UDO Section 2.09– Waiver of Development Requirements for Development Options in the R-30, R-20, R 15, R-10 and R-8 Districts
- ☐ UDO Section 2.10– Waiver of Development Requirements for Infill Development Options in the R-8 District
- ☐ UDO Section 3.03- Alternate Compliance with Architectural and Site Design Requirements in TV
- ☐ UDO Section 3.03- Alternate Compliance with Development Standards in TV
- ☒ UDO Section 3.08- Alternate Compliance with Architectural and Site Design Requirements in LB, CB, OR, GB
- ☐ UDO Section 4.05- Alternate Compliance with Architectural and Site Design Requirements in BT, RT, IT
- ☐ UDO Section 7.01- Alternate Landscape Plan Approval
- ☐ UDO Section 7.01- Waiver of Required Tree Preservation Requirements
- ☐ UDO Section 7.03- Waiver of Sign Regulations
- ☐ UDO Section 7.04- Reduction in the Number of Required Off-Street Parking Spaces
- ☐ UDO Section 7.04- Waiver of Off-Street Parking Regulations
- ☐ UDO Section 7.05- Waiver of Off-Street Loading Regulations
- ☐ UDO Sections 7.06, 7.07, or 7.08- Waiver of Lot Design, Street Design, or Utility Design
- ☐ UDO Section 7.09- Waiver of Pedestrian Circulation & Vehicular Area Design Requirements
- ☐ UDO Sections 9.05, B.- Waiver of Platting, Project Construction Drawing Approval, Recombination and Vacation Procedures
- ☐ DPM Section 1- Waiver of Voluntary Annexation

For DPZ Use only
Project # _____
Fees Paid: $ _____
Date Received:

☐ Initial ☐ Revised ☐ Final

Project Information

Identify the project associated with this Waiver/Alternate Compliance request

Associated Project Name:	Village Gate Tract 2	Associated Project Number:	20-DP-12

Waiver/Alternate Compliance Request

Specific Request: (provide additional sheets if necessary)

Waiver of UDO Section 3.08, A. 1. c. 2. (b) (i) Variation in Massing requirement that building bay spacing not exceed 30' in width; 2-story Medical Office Building 2 East Elevation entry treatment to increase 30' minimum bay spacing width to 40' in width.

Contact Information

Waiver/Alternate Compliance Contact

Name Jeffrey Rezeli Company New City Design Group
Mailing Address 1304 Hillsborough St.
City Raleigh State NC Zip 27605
Telephone # (919) 831-1308 E-Mail jeff@newcitydesign.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

TOWN OF HOLLY SPRINGS
UDO SECTION 3.08 OR 4.05: ALTERNATE COMPLIANCE WITH ARCHITECTURAL AND SITE DESIGN REQUIREMENTS IN LB, CB, OR, GB & BT, RT, IT

FINDINGS OF FACT

Please print responses in blue or black ink or typewrite.

A petition for Alternate Compliance may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or describe the unique conditions that would enable the decision making body to make a written determination that:

Findings of Fact

For DPZ Use only
Project # _____
Date Received:

☐ Initial ☐Revised ☐ Final

(1) **The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;**

While Medical Office Building 2 will serve multiple tenants, a prominent entry feature on the primary facade facing S. Main St. is intended to serve as a focal point and clear building entry to a common building core, with raised facades at either end at potential outside tenant entries. Introduction of a larger scale, more prominent, curved entry element with increased depth and wider bay spacing is appropriate and enhances the building design beyond the minimum variation in massing requirements of the UDO.

(2) **The proposed development will be compatible with and will enhance the use or value of area properties;**

Tract 2 of the proposed Village Gate development includes 1 and 2-story medical office buildings of approx. 12,500 and 49,000 SF to serve the Holly Spring and surrounding community. Tract 3 will bring a mix of uses, including approx. 160 market rate residential units, ground floor retail, ground level and terrace amenities for residents and the community at large, daycare, and food service kiosk. Tract 1 includes approx. 159 age targeted multi-family units.

(3) **The proposed development is consistent with the intent of the Comprehensive Plan; and,**

The proposed Village Gate development contributes mixed use density in an appropriate location, on S. Main St. in proximity to downtown Holly Springs. When complete, the development will be a true mixed use center, offering a range of retail, child, and healthcare options serving a range of ages from infant and toddler care, to young professionals, to retirees.

(4) **The proposed development is consistent with the intent and purpose of this UDO.**

A high-quality development is desired and articulation of the primary building entry element as proposed is appropriate for this building type and consistent with the intent of the UDO. A narrower width in bay spacing at the building entry to comply with this UDO requirement will have a negative impact on the clarity of the building design by reducing the scale and prominence of the primary building entry.

Certificate of Completion

I certify that all information presented in this petition is accurate to the best of my knowledge and belief.

Signature: _____ Date: 10/07/20

TOWN OF HOLLY SPRINGS

WAIVER/ALTERNATE COMPLIANCE PETITION

DPM Appendix #A.06
Supplement #15
December 2018

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

Waiver/Alternate Compliance Type (check one)

- ☐ UDO Section 1.23 – Request for Incentives for the Preservation, Rehabilitation, or Adaptive Reuse of Historic Structures
- ☐ UDO Section 2.06 or 2.07- Waiver of Architectural and Site Design Requirements in R-MF-8 & R-MF-15
- ☐ UDO Section 2.09– Waiver of Development Requirements for Development Options in the R-30, R-20, R 15, R-10 and R-8 Districts
- ☐ UDO Section 2.10– Waiver of Development Requirements for Infill Development Options in the R-8 District
- ☐ UDO Section 3.03- Alternate Compliance with Architectural and Site Design Requirements in TV
- ☐ UDO Section 3.03- Alternate Compliance with Development Standards in TV
- ☐ UDO Section 3.08- Alternate Compliance with Architectural and Site Design Requirements in LB, CB, OR, GB
- ☐ UDO Section 4.05- Alternate Compliance with Architectural and Site Design Requirements in BT, RT, IT
- ☐ UDO Section 7.01- Alternate Landscape Plan Approval
- ☐ UDO Section 7.01- Waiver of Required Tree Preservation Requirements
- ☐ UDO Section 7.03- Waiver of Sign Regulations
- ☐ UDO Section 7.04- Reduction in the Number of Required Off-Street Parking Spaces
- ☐ UDO Section 7.04- Waiver of Off-Street Parking Regulations
- ☒ UDO Section 7.05- Waiver of Off-Street Loading Regulations
- ☐ UDO Sections 7.06, 7.07, or 7.08- Waiver of Lot Design, Street Design, or Utility Design
- ☐ UDO Section 7.09- Waiver of Pedestrian Circulation & Vehicular Area Design Requirements
- ☐ UDO Sections 9.05, B.- Waiver of Platting, Project Construction Drawing Approval, Recombination and Vacation Procedures
- ☐ DPM Section 1- Waiver of Voluntary Annexation

For DPZ Use only
Project # 20-WAV-21
Fees Paid: $ _____
Date Received:

☐ Initial ☐ Revised ☒ Final

Project Information

Identify the project associated with this Waiver/Alternate Compliance request

Associated Project Name:	Village Gate Tract 2	Associated Project Number:	20-DP-12

Waiver/Alternate Compliance Request

Specific Request: (provide additional sheets if necessary)

Request to allow for a Waiver of Regulations of UDO Section 7.05, B. Off-Street Loading Regulations, Design and Construction of Loading Areas, to allow a reduction in the minimum off-street loading dimensions from twelve (12) feet in width and fifty-five (55) feet in length to ten (10) feet in width and thirty-six (36) feet in length in association with Development Plan Petition #20-DP-12.

Contact Information

Waiver/Alternate Compliance Contact

Name Laura Holloman Company McAdams Company
Mailing Address 2905 Meridian Parkway
City Durham State NC Zip 27713
Telephone # (919) 610-7377 E-Mail holloman@mcadamsco.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

UDO SECTION 7.05: WAIVER OF OFF-STREET LOADING REGULATIONS
FINDINGS OF FACT

Please print responses in blue or black ink or typewrite.

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

Findings of Fact

For DPZ Use only
Project # _____
Date Received:

☐ Initial ☐Revised ☐ Final

(1) **The nature and location of the proposed building or structure, and;**

(2) **The maximum size and number of delivery vehicles and the approximate time of day and number of occurrences per week that delivery vehicles can reasonably be expected to serve the proposed *building* or *structure* at one time, and;**

(3) **The granting of the *waiver* will not be detrimental to public safety, health or welfare or injurious to other property, and;**

(4) **The *waiver* will not contravene the provisions of this UDO or the *Comprehensive Plan*, and;**

(5) **An area for future *off-street loading area* is provided on the *lot* or within the *integrated center*, *business park* or *industrial park* that is of sufficient size and layout to effect compliance with the basic minimum requirements of this UDO is indicated on the approved plans. Such area shall not be used for any form of development unless an amended *development plan* is submitted and approved, that indicates compliance with the provisions of this sub-Section.**

Certificate of Completion

I certify that all information presented in this petition is accurate to the best of my knowledge and belief.
Signature: _____ Date: 10/7/20

VILLAGE GATE MASTER PLAN WAIVER REQUEST: LOADING SPACE SIZE REDUCTION (TRACT 2)

1) The nature and location of the proposed building or structure, and;

Response: The UDO's off-street loading requirements are geared toward industrial and integrated (shopping) center type development. It makes sense for those aforementioned uses to have the need for off-street loading requirements as they can have the expansive need for the transfer of goods and services. Medical/professional office does not share this same need. In contrast, deliveries are typically handled before the offices are opened to the public and do not feature large 18-wheeler commercial trucks, making the need for the minimum dimensional requirement for a designated located space and the minimum pull-off loading space unwarranted.

2) The maximum size and number of delivery vehicles and the approximate time of day and number of occurrences per week that delivery vehicles can reasonably be expected to serve the proposed building or structure at one time, and;

Response: As previously mentioned, the anticipated size of delivery vehicles is not that of an 18-wheeler truck but rather a UPS, Fed-EX, or Amazon vehicle type. While the number of occurrences is impossible to predict, it is anticipated most of these deliveries will be contained to the dedicated loading space which will be labeled as such. If for some odd occurrence, very large trucks do make a delivery the tenants would arrange such delivery during off-hours such as to not interrupt daily parking needs.

3) The granting of the waiver will not be detrimental to public safety, health or welfare or injurious to other property and;

Response: As stated elsewhere, the presence of environmental features, as well as utility easements (please see associated development plan 20-DP-12), make every utilization on this site to require thoughtful consideration. There is not a need to require a typical off-street loading space dimension on-site, therefore, a minimum loading space of 10' x 36' is provided and will accommodate a standard UPS, FED-EX, Amazon or other box truck. This does nothing to present a danger to public health, safety or welfare and certainly is not injurious to other property.

4) The waiver will not contravene the provisions of this UDO or the Comprehensive Plan, and;

Response: The property owner/developer is proposing every possible option available to attempt to mitigate the parking issues on-site and still meet the developers' agreement minimum square footage allocations for tract 2. The proposed use on the subject property does not require a typical loading space size, therefore, the limited space availability is better utilized to meet off-street parking requirements and still meet off-loading needs to perspective tenants.

Specifically, this development will not only be unlike any other currently in Holly Springs and is also designed to utilize the acreage to the greatest extent possible whilst being a good neighbor, exactly what the Comprehensive designation of Mixed Use Center envisions. The buildings are oriented towards South Main Street to the greatest extent possible to encourage pedestrian traffic as well as still allowing an urban streetscape to take shape, complete with street trees and public sidewalk allowing goals of the ordinance. Most importantly, the overall Village Gate development – this is only one component - will provide a mix of uses that will improve the overall convenience and general welfare of the surrounding

community: Professional offices; pre-school facility; ground floor commercial with upper story residential apartments which will include much needed workforce housing; as well as apartments dedicated strictly towards the under-served senior population – these uses truly meet and exceed all high community moral standards Holly Springs has set, all walks and stages of life can enjoy Village Gate!

5) An area for future off-street loading area is provided on the lot or within the integrated center, business park or industrial park that is of sufficient size and layout to effect compliance with the basic minimum requirements of this UDO is indicated on the approved plans. Such area shall not be used for any form of development unless an amended development plan is submitted and approved, that indicated compliance with the provisions of this sub-Section.

Response: As previously mentioned above, the nature of professional office and medical use business does not require large off-street loading needs, therefore, we anticipate all loading taking place in the current dedicated loading space shown on the development plan so no area for future off-street loading is necessary.

REFERENCE PLANS

MASTER PLAN: 20-MAS-03
MIXED USE OPTION SPECIAL EXEMPTION USE: 20-SEU-09

GEODETIC MONUMENT
NO GEODETIC MONUMENT HAS BEEN LOCATED WITH 2,000 FT OF SITE.

SITE DATA- TRACT 2	
PINS	0648-86-0360, 0648-86-2276, 0648-85-1962, 0648-86-2150
ADDRESSES	1072, 1068, 1060, 1064, & 1054 S. MAIN ST, HOLLY SPRINGS, NC
TOTAL TRACT AREA:	206,117 SF 4.73 AC
ZONING:	CB-CU
PROPOSED USE:	INTEGRATED CENTER (LIMITED TO MEDICAL & PROFESSIONAL OFFICE)
NUMBER OF LOTS:	1
PROFESSIONAL OFFICE:	60,000 SF
OWNER:	DUNN INVESTMENTS, LLC
SETBACKS AND BUFFERS:	
THOROUGHFARE:	10' MIN.
MIN. SIDE YARD:	10'
MINIMUM REAR YARD:	10'
MINIMUM BUFFERYARD:	5'
MAX. BLDG. HEIGHT PROPOSED:	36'-8"

PROPOSED SEWER FLOW
60,000 SF OFFICE @ 0.12 GPD/SF= 7,200 GPD

*PLANS ARE SUBJECT TO CHANGE DURING THE CONSTRUCTION DRAWING APPROVAL PROCESS

DEVELOPER/OWNER
DUNN INVESTMENTS, LLC
220 TALS ROCK WAY, SUITE 305
CARY, NC 27519
919-418-3014

LANDSCAPE ARCHITECT
TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE 200
DURHAM, NC 27713
919-484-8880

PLANNER
MCADAMS
2905 MERIDIAN PARKWAY,
DURHAM, NC 27713

CIVIL ENGINEER
ALLEN CONSULTING
10609 OLD PINE COURT,
RALEIGH, NC 27613

SURVEYOR
BATEMAN CIVIL SURVEY
2524 RELIANCE AVENUE
APEX, NC 27539

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS STANDARDS AND SPECIFICATIONS.

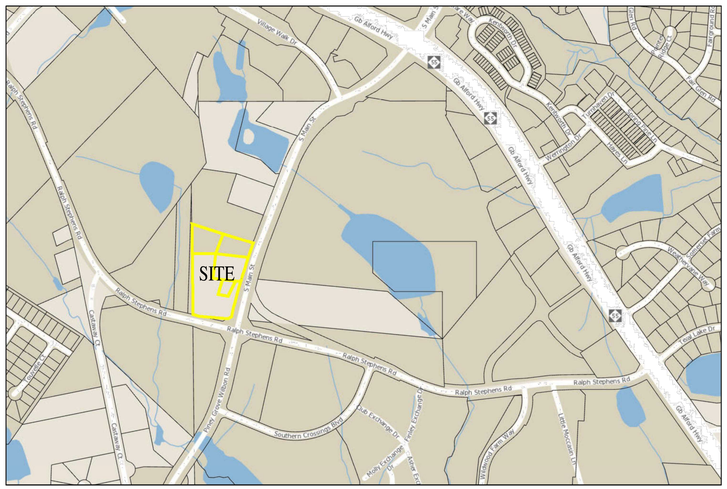
CONSTRUCTION DRAWING APPROVAL REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL

Village Gate Tract 2

20-DP-12

HOLLY SPRINGS, NORTH CAROLINA

DEVELOPMENT PLAN



VICINITY MAP

1"=500'

N
W E
S

SUBMITTALS

FIRST SUBMITTAL	7/24/2020
SECOND SUBMITTAL	8/28/2020

INDEX

COVER SHEET	
DEVELOPERS AGREEMENT	DA
EXISTING CONDITIONS	SHEET 1
SITE PLAN	L-1
LANDSCAPE PLAN	L-2 TO L-3
TREE PRESERVATION PLAN	L-4
DETAILS	L-5
UTILITY PLAN	C1
STORMWATER PLAN	C2
DETAILS	C3-C4
LIGHTING PLAN	
BUILDING ELEVATIONS	
TRANSPORTATION DETAILS	T1.0-1.1





TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECTURAL FIRM No. C-551 PORTERLAND DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 10/2/20 No. 2135 Christopher D. Rurkowski

PRELIMINARY
NOT FOR CONSTRUCTION

811 Know what's below. Call before you dig.

REVISIONS:
8/28/20-PER TOHS COMMENTS

COVER
Village Gate Tract 2
South Main Street
Holly Springs, NC

SCALE: AS NOTED
DRAWN BY: CDR
PROJECT # 19200
DATE: 7/24/2020

SHEET
COVER
OF

Z:\Projects\Eli Zablud\Village Gate\Tract 2 Medical Offices\Submittals\Tract 2 Medical Office SPB (PMP).dwg, 9/29/2020 5:17:20 PM, AutoCAD PDF (General Documentation).pc3

PREPARED BY/RETURN TO: JOHN SCHIFANO, ROD BOX 105

STATE OF NORTH CAROLINA
COUNTY OF WAKE

DEVELOPMENT AGREEMENT REGARDING INFRASTRUCTURE CONSTRUCTION AND FEE REIMBURSEMENT (N.C. GEN. STAT. § 160A-420.20 *et seq.*)

BY AND BETWEEN

THE TOWN OF HOLLY SPRINGS

and

DUNN INVESTMENTS, LLC,

THIS AGREEMENT, made and entered into this _____day of June 2020, by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the "Town" and **DUNN INVESTMENTS, LLC, a North Carolina Limited Liability Company**, and its successors and assigns, hereafter referred to collectively as the "Developer." The Town and the Developer are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Developer is the fee simple owner or contract purchaser of several tracts of land held in common for development, the total of which are exceeding 25 acres in size, which are shown in Exhibit A, attached hereto and incorporated herein by reference (the "Property"), and the Developer, or its successors or assigns, will be requesting approval of a development plan for these tracts for a mixed use commercial development, in a manner consistent with the sketch plans prepared by the Developer attached hereto as Exhibit B and the terms of this agreement; and,

WHEREAS, the Property is not currently located within the corporate limits of the Town, is not currently served by town sewer service, and a significant capital expenditure would be required to extend sewer service to the Property. However, the Property is located in close proximity to the Town corporate limits is within the extraterritorial jurisdiction of the Town, and it is closer to any Town utilities than to any other town's utilities; and,

WHEREAS, the Developer desires careful integration between public and private capital facilities planning, financing and construction, and further desires sufficient assurances that development standards, ordinances, policies and procedures remain stable throughout the extended period of development; and,

WHEREAS, it is beneficial to both the Town and Developer to construct certain on-site and off-site infrastructure improvements relative to the Project to enable the safe and responsible treatment of wastewater by the Town and to provide potable drinking water to the ultimate users of the Property, as well as other infrastructure; and,

WHEREAS, the Town requires, pursuant to N.C.G.S. § 160A-372 and its Unified Development Ordinance, the dedication and construction of streets and rights of way and other infrastructure and for the distribution of population and traffic in such a manner that it will avoid congestion and overcrowding and will create conditions essential to public health, safety, and the general welfare; and,

WHEREAS, the Town has enacted a subdivision control ordinance, pursuant to N.C.G.S. §160A-372 which provides for the orderly control of growth and development in the Town in general and on the Developer's parcel; and,

WHEREAS, the Town is authorized pursuant to N.C.G.S § 160A-311 *et. seq.* to operate and does in fact operate a water and sewer treatment enterprise and requires, pursuant to N.C.G.S. § 160A-317, the connection to the system by owners of developed lands located within the Town, for a cost set forth in the Town's annual budget; and,

WHEREAS, the Town is authorized to enter into this contract pursuant to N.C.G.S. §§ 160A-16, 160A-400.20 *et seq.* and may contract with the Developer to carry out the public purposes set forth herein pursuant to N.C.G.S. §160A-20. A public hearing on this Agreement was held on June 16, 2020 and after consideration of the facts brought forth during the hearing, together with the promises and inducements contained herein, Town Council of Holly Springs has determined that it is in the best interests of its citizens to enter into this Agreement.

WHEREAS, the Town considers the Project favorable to the Town because of the construction of a significant amount of non-residential (commercial, office, and retail) uses, which is in keeping with the Town's strategic planning initiative. Further, the Developer has agreed to incorporate several needed public infrastructure improvements ("Public Improvements," as described below) in the vicinity of the Property which will serve the Development, other adjoining properties, and generally benefit the town as a whole; and,

WHEREAS, the Town is offering the Developer incentives to assist the Developer in constructing the Public Infrastructure (as defined below) by way of Synthetic Tax Increment Grant ("STIG") which would allow the Developer to receive a grant for construction of the Project, measured as a percentage of increased tax base up to a maximum of $585,000 over seven (7) years, as a result of the Project: (i) increasing the Town's commercial tax base; (ii) creating a significant number of new jobs; and (iii) constructing the Public Improvements;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Town and the Developer agree as follows:

ARTICLE I

1. **Definitions**: The terms below shall have the following meanings as used herein:

a. Actual Costs: The amount of true costs actually incurred for construction of a certain project described herein upon final completion and approved by the Town, inclusive of the cost of acquiring easements or rights of way from those not party to this agreement, but exclusive of any administrative costs (i.e., profit and overhead) of the Developer, or any project construction contingency. Any such costs which herein after are agreed to be reimbursed or otherwise paid by the Town shall be audited by the Town under generally accepted accounting principles for governments for a period of three (3) years after the last act under this Agreement. The Developer's right of reimbursement for Actual Costs pursuant to the terms of this Agreement is contingent upon the Developer first receiving from the Town advance written consent to the expected cost of an applicable transaction before the cost is incurred, provided, that such consent shall not be unreasonably withheld or delayed by the Town.

b. Development: Generally defined as the planning for or carrying out of a building activity, the making of a material change in the use or appearance of any structure or property, or the dividing of land into two or more parcels. "Development," as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, "Development" refers to the planning for or the act of developing or to the result of development. Specifically, in this Agreement, the term "Development" refers to the construction by the Developer of all building activities associated with the Concept Plans.

c. Development Permit: A building permit, zoning permit, subdivision approval, special exception or conditional use permit, variance, or any other official action of the Town having the effect of permitting the development of property.

d. Land Development Regulations: Ordinances and regulations enacted by the Town for the regulation of any aspect of development and includes zoning, subdivision, or any other land development ordinances, including but not limited the Town of Holly Springs Unified Development Ordinance ("UDO").

e. Laws: All ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies, and rules adopted by the Town affecting the development of property, and includes laws governing permitted uses of the property, density, design, and improvements.

f. Master Plan: The plan described in Section 3.01 of the Town's Development Procedures Manual.

g. NCDOT: the North Carolina Department of Transportation.

h. Offsite Infrastructure: The public sanitary sewer gravity line, all potable waterlines, and other Town-owned equipment or facilities not located on the Developer's site.

i. Person: An individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, State agency, or any legal entity.

j. Concept Plans: The plans described in Section 1.01 of the Town's Development Procedures Manual; Concept Plan as used in this Agreement refers to the sketch plans for the Development previously submitted by Developer to the Town and attached hereto as Exhibit B.

k. Public Infrastructure: The public sanitary sewer gravity line, all potable waterlines, conversion to metal "mast arm" style of an existing traffic signal at Main Street and Ralph Stephens Road, an additional through-turn lane northbound on Main Street south of said intersection, approximately 2,500 linear feet of sidewalk/greenway (as hereinafter described), financial contribution to transportation improvements for NC 55, and other Town-owned equipment or facilities located on the Property.

l. Public Benefit: The construction and dedication of the Public Infrastructure by the Developer, the increase in commercial and retail uses (as opposed to residential) which furthers the Town's strategic planning efforts, and the additional financial revenue of the Town brought by the incremental ad valorem tax value of the Property.

m. Property: All real property shown or described in Exhibit A, which is subject to land-use regulation of the Town and includes any improvements or structures customarily regarded as a part of real property.

n. Project: The Developer's plan to develop the Property in the manner described in Concept Plans, and as approved by the Town Council of Holly Springs through its normal development process.

ARTICLE II
DESCRIPTION OF DEVELOPMENT AGREEMENT

1. SCOPE: The legal description of the Property subject to this agreement and the names of its legal and equitable property owners are contained in Exhibit A.

2. TERM: The duration of the agreement is for ten (10) years. The parties are not precluded from entering into subsequent development agreements that may extend the original duration period. Condition precedent to this Agreement are: 1. that the Town approves the petition for rezoning, the petition for annexation, and the Master Plan; and 2. that Developer acquire in fee simple absolute the Property within 90 days of approval of the Master Plan.

3. DEVELOPMENT PERMITTED USES: The development uses permitted on the Property and the location of those uses are shown on the Concept Plans.

a. The Concept Plans indicate a Project, which generally consists of development of three tracts. For the purposes of this Agreement, all three (3) tracts shall be deemed as one (1) single project for the purposes of complying with the Town of Holly Springs Unified Development Ordinance Mixed Use Option regulations. The Master Plan for the initial Mixed Use approval and authorization shall include all three Tracts.

The proposed uses are as follows, and are subject to the Zoning Conditions as listed in Exhibit C:

Tract 1 is an approximate 12,000 square foot commercial stand-alone building, together with an age-targeted senior living facility consisting of approximately 190 residential living units;

Tract 2 is an approximate 60,000 square foot medical office building, and

Tract 3 shall consist of a child daycare campus, and an approximate 90,000 square foot mixed use commercial and multifamily residential building with approximately 160 residential units known as "Solaris." Solaris shall have multifamily dwellings existing above the ground floor commercial space, and shall have certain community features such as an "art-park," a stand-alone coffee and pastry kiosk, and other public spaces, as well as 50 residential units operated by the Developer as workforce housing ("Workforce Units.")

b. The Town hereby agrees that the land use described herein and shown on Exhibit B is in the best interest of the Town, is in keeping with the land use plans, and agrees, subject to statutory requirements, to rezone the Property in conformance with this Agreement.

c. The Developer voluntarily offers certain zoning conditions ("Zoning Conditions") as a part of this Agreement and any subsequent rezoning requests for the Property. These Zoning Conditions shall apply to the Mixed-Use Parcel, and are listed in Exhibit C.

d. WORKFORCE HOUSING: Developer desires to voluntarily designate 50 units of its Tract 3 development (i.e, the "Solaris" building) as workforce housing units. These units shall be made available to rent to those individuals working in the corporate limits of Holly Springs or actively seeking employment therein, who earn 50% to 80% of

the Area Median Family Income for Wake County, as determined by the most recent US Census data. For a period of twenty (20) years commencing upon the issuance of a certificate of occupancy on the Solaris Building, the Developer agrees to establish a rental rate for these 50 units that is at least 25% less than the average fair market rental rate for the Town of Holly Springs, as established each year by the U.S. Department of Housing and Urban Development. The Developer shall submit proof of compliance annually to the Town as provided in Article VI, Section 1 of this Agreement.

4. SEWER CONSTRUCTION AND ACCESS: The Town and Developer agree that the most efficient method of sewer access is through the installation of certain new gravity and force-main lines, as well as upgrades to existing lines, together with the necessary upgrades to the Basil Creek Pump Station to accommodate the new sewer line, together referred to as the "Sewer Improvements." In an effort to describe the Sewer Improvements necessary to serve the Property pursuant to this Agreement in a sound manner, a preliminary engineering report, design, permitting, and construction drawings shall be submitted to the Town by the Developer's engineer within three (3) months from the date of execution of this agreement. The Parties understand that certain upgrades are needed to the pump station and ordinarily such upgrades would be a responsibility of the Developer prior to plat approval, however in consideration of the Public Benefit and the covenants contained herein, the Town hereby waives the requirements of the pump station improvements by the Developer. Any other Sewer Improvements necessitated by the Project (other than the pump station upgrades) shall be done by the Developer, at the Developer's expense.

5. TRANSPORTATION IMPROVEMENTS: The Developer shall design, construct, and permit the following Public Infrastructure relating to Transportation:

a. The conversion of a 4-way signalized intersection located at South Main Street and Piney Grove Wilbon/Ralph Stephens Road to a mast-arm signal, according to Town standard specifications. Prior to construction, Developer shall submit plans to the Town and NCDOT for approval, and shall make any such modifications required for approval.

b. Construction of a through-turn lane at the southeastern quadrant of the intersection described above, according to plans and specifications approved by the Town and NCDOT. The Town has collected certain funds from third party developers and shall make those funds available to the Developer for the Actual Construction Costs of this Public Infrastructure.

c. Construction of Approximately 2,500 linear feet of pedestrian sidewalk/greenway along public right of way (existing or proposed), from the southernmost point of the Project to the intersection of Bayham Drive and Piney Grove Wilbon. The Town shall allow a dollar-for-dollar credit against Parks and Recreation fees in lieu for any Actual Construction Cost for this Public Infrastructure which exceeds 2,000 linear feet. The Town shall be solely responsible for acquiring and paying for any land acquisition necessary for this sidewalk/greenway.

c. Developer shall construct all transportation-related Public Infrastructure for the Project as shown on the Concept Plans, which meet the ordinary development requirements of the Town, EXCEPT that the Developer shall not provide vehicular connection to Tract 1 (the Age-restricted residential project) through the adjacent tract. In lieu of this requirement, Developer shall provide an emergency access connection for emergency vehicles with a Knox box.

d. Developer shall contribute $105,000 to the Town for a fee in lieu of upgrades to NC 55.

e. Developer shall be allowed to only construct a road stub to the adjacent Crossroads property through Tract 3 and shall not be required to construct any such transportation improvements beyond its property line.

6. ANNEXATION and REZONING/MASTER PLAN: The Parties agree that the Property shall be rezoned and annexed into the corporate limits of the Town through the approval of a petition for rezoning and voluntary annexation prior to the commencement of Town sewer service to the Property, in a zoning designation consistent with the covenants herein. The Developer has already submitted a petition for rezoning, which has been reinstated. The Developer will submit a petition for voluntary annexation of the Property at the same time as submission of the Master Plan. In the event that the Master Plan is not approved by the Town, the Developer shall be entitled to withdraw its annexation petition until such time as the Master Plan is approved, up to and including, the final consideration of the Master Plan by the Town Council. The Town shall schedule for approval the rezoning, Master Plan, and annexation petitions so that the Town Council hearings for these matters will occur within 180 days of the earlier of submittal by the Developer of the Master Plan, petition for annexation, or execution of this Agreement. Nothing herein obligates the Town to provide sewer or water service to the Property prior to its annexation. The Property shall at all times be subject to the Zoning Conditions, as shown on Exhibit C and incorporated by reference.

7. RESERVATION OF LAND: In lieu of required land reservation for Parks and Recreation pursuant to N.C.G.S. § 372, the Developer shall pay a fee in lieu in the manner set forth in the Town's annual budget.

8. REQUIRED PERMITS: A description of all development permits approved or needed:

a. Developer shall secure all construction drawing approval, erosion and sedimentation control, grading approval, and building permits as necessary under the land development regulations in existence of the time of such permit application. Town shall aid Developer in securing all encroachment permits as required by the NCDOT, the North Carolina Department of Environmental Quality, or other state or federal agencies, as required for roads, sewer, and water. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of

complying with the law governing their permitting requirements, conditions, terms, or restrictions.

9. TERMS REQUIRED FOR PUBLIC SAFETY: Description of any conditions, terms, restrictions, or other requirements determined to be necessary by the Town for the public health, safety, or welfare of its citizens.

a. All zoning conditions shall be satisfied.

10. HISTORIC STRUCTURES: Description of any provisions for the preservation and restoration of historic structures.

a. None

11. DEVELOPMENT SCHEDULE

a. Prior to any permit or plat approval for any tract of the Project, the Developer shall pay to the Town the fee in lieu of roadway construction for the NC 55 improvements (item 5 (d), above) in the amount of $105,000.

b. Fees ordinarily due upon issuance of the building permit for this project shall be paid prior to issuance of the certificate of occupancy, including any temporary certificate of occupancy. This is a delay in the collection of the fees by the Town, and is of benefit to the Developer and a concession by the town for the Public Benefits brought by this Project. The Developer shall indemnify and hold the Town harmless from any claim by a subsequent purchaser for delay, lost profits, consequential or special damages arising as a result of this delayed collection of fees.

c. The remaining Public Improvements shall be constructed prior to a certificate of occupancy is granted for the Solaris building. For clarity, the certificates of occupancy for the childcare center, art park, and kiosk will not be conditioned upon completion of the Public Improvements and may be issued before said completion is achieved.

ARTICLE III
DEVELOPER'S DUTIES

1. For any offsite infrastructure constructed by the Developer, the Developer shall design, permit, and construct the infrastructure in the location approved by the Town and as shown on plans (to be submitted), according to engineering best practices, requirements of the Town, and requirements of the North Carolina Department of Environmental Quality (NCDEQ) and any other regulatory agency. For any land owned or controlled by the Developer, the Developer shall secure and dedicate to the Town all necessary easements for the construction and perpetual maintenance of the infrastructure referenced. For any land not owned by or controlled by the Developer, the Town shall convey such land owned by the Town to the Developer or secure all necessary easements on land owned by third parties for the construction and perpetual maintenance

of the infrastructure referenced in a timely manner so as not to delay the completion of the Developer's Duties.

2. The Developer shall construct in a workmanlike manner the Onsite Public Infrastructure according to the design specifications and criteria of the Town which are existing at the time of this agreement, as well as full compliance with any NCDENR requirements. Said infrastructure, together with any and all appurtenances, easements, and equipment associated with the project required for public dedication shall be dedicated to the Town in a manner consistent with the development plan and in a manner in accordance with the Town's standards.

3. The Developer shall construct the public infrastructure according to the plans and specifications submitted in a manner consistent with the standards of the Town which are in effect at the time of this Agreement.

4. The Developer (or his successors, and/or assigns) shall pay all development fees for the development at the time they would otherwise ordinarily be due (or as otherwise amended pursuant to 11(b) above) and in an amount that is determined by the fee schedule approved in the annual budget which is in effect at the time of this Agreement.

5. Developer shall maintain the Workforce Housing Units in the manner described above for twenty years.

ARTICLE IV
DEVELOPER FINANCIAL BENEFITS

1. The following benefits are agreed to by the Parties in consideration of the Public Benefits brought about by the Project.

a. As described in Article II, paragraph 11(c), the Developer shall be allowed to defer town fees ordinarily due at time of building permit or plat recordation to the time at which a certificate of occupancy would be due.

b. Synthetic Tax Increment Grant. In consideration of the Developer's construction of the Public Infrastructure, the Town shall grant to the Developer, as a reimbursement for the costs associated with such infrastructure, an amount equal to the costs of such Actual Construction Costs of the work, payable as follows:

Upon completion of the Solaris building (at such time all Public Improvements have been completed), the Parties shall determine the difference in the ad valorem tax revenue of the Property from the Town's FY 2021/2022 ("Base Tax Revenue") and the tax revenue of the Town attributable to the Property the first tax year after completion of the Solaris Building ("Increased Tax Revenue"). For purpose of clarity, in calculating the Base Tax Revenue and the Increased Tax Revenue for the Property, all three Tracts shall be considered. The difference between the Base Tax Revenue and the Increased Tax Revenue is the Incremental Tax Revenue. For the seven years following the completion of the Solaris Building, the Town shall pay

to the Developer the percentage of Incremental Tax Revenue in the years and amounts as indicated below:

Years 1 & 2:	80%
Years 3 through 5:	40%
Year 6:	30%
Year 7:	10%

The sum of this reimbursement amount shall have a MAXIMUM CAP OF $585,000, and the term shall have a maximum term of 7 years. In the event that the Maximum Cap is reached prior to the expiration of the 7-year term, no further reimbursement shall be allowed. Payments shall be made once annually within 30 days of certification by Town staff that the Town's portion of ad valorem taxes have been fully paid on the Property. The Town shall not be obligated to make more than 7 such payments, and shall only pay the Developer and no other party.

2. The following financial benefit is agreed to by the Parties for the mutual benefit of the Parties.

a. In consideration of the Workforce Housing, the Developer shall be allowed to install a master water meter for 50 of the Workforce Housing units. Ordinarily, the Town requires one meter per Equivalent Residential Unit ("ERU"), and collects a System Development Fee for each ERU. The Developer shall be allowed to install one meter in a size appropriate to serve 50 residential units, and establish a sub-metering system to allocate costs and expenses among the 50 units without influence from the Town. In doing so, the Developer may install such water saving measures and efficient devices in these residential units as appropriate to the Developer, and the Town shall only have one metered connection instead of 50 which results in an administrative savings to the Town. The Town shall charge the Developer 50 separate monthly availability charges, however the Developer shall realize an avoidance of approximately $375,000 in System Development Fees.

ARTICLE V
GENERAL TERMS

1. All of the Developer's obligations under this Agreement, including but not limited to the obligations under Articles II and III of this Agreement, are contingent upon the Town's approval of the Developer's petition for rezoning, petition for annexation, and approval of the Master Plan.

2. All reimbursements, if any, for this project shall be provided on the basis of final documented Actual Costs, as approved by the Director of Engineering, in accordance with this agreement. Any opinions of project cost included in this agreement are based upon preliminary designs and are approximate.

3. The Developer shall be responsible for the complete design and construction of each project, including all surveying, design, permitting, plat preparation and recordation, testing, engineering, bidding, construction, inspection, acceptance, easement maps and documents, construction management, construction administration, and all other necessary functions to insure complete-in-place, fully functional projects built and operational in accordance with Town and State standards and approved plans for the project. The costs of all of these items shall be borne by the Developer and shall not be subject to reimbursement or participation by the Town, except as specifically described herein

4. All fees, charges and payments related to the actual construction of each project shall be borne by the Developer and shall not be subject to reimbursement or participation by the Town, except as set forth herein.

5. In the course of installing the sewer line or any other work on easements obtained by the Town and under the Town's ownership, the Developer shall operate under permission to encroach onto a Town easement and shall hold the Town harmless.

6. The Developer agrees to protect, defend, indemnify and hold the Town of Holly Springs and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising directly out of the entry onto and performance of work on the easements of the Town. The Developer further agrees to investigate, handle, provide defensee for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

7. The Town agrees to protect, defend, indemnify and hold the Developer and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character made by third parties in connection with or arising from the injury to (including death of) persons or physical damage to property arising out of the performance of Town's obligations under this Agreement by the Town, its agents, employees and contractors (collectively, "Claims"), except to the extent any such Claims arise out of the negligence or willful misconduct of the Developer, or its agents, employees or contractors, or any third party. The Town further agrees to investigate, handle, provide defense for and respond to, any such Claims at its sole expense and agrees to bear all other costs and expenses related to such Claims, even if such Claims are groundless, false, or fraudulent but only to the extent the same are not expressly excluded as set forth herein.

8. All projects shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on infrastructure.

9. It shall be the responsibility of the Developer to ensure that all regulatory approvals for each project are in place before beginning construction.

10. The Town Manager is authorized to make decisions in regard to approvals, including changes to this Agreement in order to complete the scope of work required, within his authority granted by the Town Council, except as otherwise stated herein or required by Town ordinance.

11. The Town shall secure all necessary easements for the infrastructure projects that are the subject of this Agreement.

ARTICLE VI
OTHER

1. Compliance with Workforce Housing plan. Starting after completion of the first full calendar that the Solaris Building is in service, the Developer shall submit annually prior to February 15 such information and data to the Town to ensure compliance with both appropriate lease amounts and tenant income and work criteria. The information and data shall be a snap shot as of January 1 of each applicable year. For the purposes of assessing compliance, the income levels and work status of the tenants occupying units as of January 1 shall be measured as of the date that they applied for rental housing, if such date was within 24 months of January 1, otherwise January 1 of that year.. The Developer's compliance shall be measured by adding the number of qualifying units (units leased to qualifying individuals at qualifying rates) plus the number of vacant units in the Solaris building. For example, if 35 units are rented to qualifying individuals at qualifying rates and 15 units are vacant, then the Developer shall be in compliance. In the event that the Developer cannot substantiate compliance with at least 50 resident units in a particular year during the applicable twenty-year period, the Developer shall reimburse the Town in an amount equal to the System Development Fee for FY2020, on a per unit basis ($7,795) times the number of units for which Developer is not in compliance times the fraction where the numerator is the number of years that the Solaris building is in service and the denominator is 20. For purpose of clarity, the per unit, per year return of the System Development fee is ($389.75). .

2. All projects shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on Offsite Infrastructure. This Agreement shall not modify the warranty and acceptance procedures established by the Town through the Engineering Standards in place at the time of this agreement. It shall be the responsibility of the Developer to ensure that all regulatory approvals for each project are in place before beginning construction.

3. All notices, reports, and other communications given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or delivered in person to the intended addressee. Notice sent by certified or registered mail shall be effective upon the date of delivery indicated on the return receipt. Notice given in any other manner shall be effective upon actual receipt by the addressee.

4. This development agreement does not provide for the application of subsequently enacted Laws, ordinances, development policies, practices, procedures or standards. The Laws, ordinances, development policies, practices, procedures and standards applicable to the

development of the Project are those in force at the time of the execution of this Agreement, in the manner prescribed by Holly Springs Ordinance 14-164.

5. Notices under this agreement shall be to the following:

FOR THE TOWN:	FOR THE DEVELOPER:
Randy J. Harrington	Eli Zablud
Town Manager	Dunn Investments, LLC
PO Box 8	220 Tals Rock Way, Suite 3
Holly Springs, NC 27540	Cary, NC 27519
Reference:	

6. This Agreement shall be governed by and construed in accordance with the law of the State of North Carolina. The Parties consent to the jurisdiction of Superior Court Division of the General Court of Justice located in Wake County, North Carolina in the event a dispute arises between them regarding the terms of this Agreement.

7. If any paragraph or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall continue in full force and effect.

8. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors and assigns.

9. This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing.

10. Exhibit List: The following exhibits are hereby incorporated by reference:

EXHIBIT A: Map of the Property
EXHIBIT B: Preliminary Sketch of Development Plan
EXHIBIT C: Zoning Conditions

VILLAGE GATE ZONING MAP CHANGE – Revised Zoning Conditions – DATED 11/27/19

The terms and conditions contained in this instrument shall run with the land, be binding on the Owner of the above-described real estate, subsequent owners, heirs, devisees, grantees, lessees, and successors of the above-described real estate and other persons acquiring an interest therein. The terms of this conditional use permit may be modified or terminated by a decision of the Town of Holly Springs Town Council made at a public hearing after proper notice has been given and in connection with a petition for zoning map change. The terms and conditions contained in this instrument shall be effective upon the approval of the Town Council of the Town of Holly Springs of the Master Plan for the Property and the annexation of the Property into the Town pursuant to the Town of Holly Springs Unified Development Ordinance, and shall continue in effect and inurebind or inurement to the Town of Holly Springs Town Council. The terms and conditions of this instrument may be enforced by the Town of Holly Springs Town Council. The Conditional Use Permit shall be retained in the office of the Department of Planning & Zoning of the Town of Holly Springs, North Carolina and shall constitute additional restrictions on the use and development of the subject real estate.

1) All properties within the rezoning request shall be developed in accordance with the mixed use development option in the Community Business zoning district as outlined in Section 3.05 C. of the Holly Springs Unified Development Ordinance. The property owner reserves the ability to request any variances, waivers, or alternate compliances as permitted by the ordinance.

2) *All multifamily dwellings on TRACT 1 as shown on "EXHIBIT 1", shall be limited to age-restricted with associated amenities. A Declaration of Covenants, Conditions, and Restrictions ("Declaration") providing that at least eighty percent (80%) of all occupied units shall have as a resident at least one person age 55 or older ("age restriction") shall be recorded with the applicable Register of Deeds Office. The Declaration shall be at all times in full force and effect so long as the apartment complex remains as a multifamily use. Any recession or modification of the covenants regarding age restriction shall have approval of the town.*

Prior to applying for any building permits, an opinion letter from an attorney licensed to practice in North Carolina shall be provided to the Town stating that the age restriction was drafted in a form that the attorney, in the exercise of customary professional diligence, would reasonably recognize as complying with the Fair Housing Act 42 U.S.C Sec. 3601, et. seq., and the North Carolina State Fair Housing Act, N.C. Gen. Stat. 41A-1, et seq.

3) *The developer acknowledges the need to provide workforce housing within the Town of Holly Springs and is committed to doing so. A minimum of fifty (50) dwelling units shall be workforce housing units and shall be located on TRACT 3 as shown on "EXHIBIT 1".*

4) *The Town requires, pursuant to G.C.G.S. § 160A-372, the dedication and construction of streets and rights of way, as shown in the approved Comprehensive Transportation Plan and the approved Transportation Impact Analysis, to create conditions essential to public health, safety, and the general welfare. A rezoning may be delayed until such time as necessary transportation improvements (to include offsite improvements) may be made, unless the Town and the Developer can enter into agreements to accelerate the time for completion of these needed improvements.*

A. *Establish a funding partnership with the Town of Holly Springs and NCDOT to provide a fee in lieu in the amount of $105,000.00 for the construction of the widening of southbound NC 55 Bypass to provide a third travel lane between Avent Ferry Road and South Main Street.*

B. *Widen the northbound Piney Grove Wilbon Road approach to provide a new through/right turn lane with a minimum of 250 feet of storage length and provide signal modifications to accommodate the geometrics changes. Actual construction of the improvements may utilize the contributing fund from other background developments at this intersection.*

C. *Site Access #1 (as shown on 'Exhibit 3') construct one inbound lane and two outbound lanes with an exclusive right turn lane and exclusive left turn lane with a minimum of 100 feet of storage length. Widen the southbound South Main Street approach to provide an exclusive right turn lane with a minimum of 100 feet of storage length.*

D. *Site Access #2 (as shown on 'Exhibit 3'), construct one inbound lane and one outbound lane (right in/right out only) with appropriate median channelization.*

E. *Site Access #3 (as shown on 'Exhibit 3'), construct one inbound lane and one outbound lane (right in/right out only) with appropriate median channelization. Widen the southbound South Main Street approach to provide an exclusive right turn lane with a minimum of 150 feet of storage length.*

F. *Site Access #4 (as shown on 'Exhibit 3'), construct one outbound lane (right out only) with appropriate median channelization. Widen the westbound Ralph Stephens Road approach to provide an exclusive right turn lane with a minimum of 100feet of storage length (subject to right of way constraints).*

G. *Site Access #5 (as shown on 'Exhibit 3'), construct one inbound lane and one outbound lane (right in/right out only). Convert the existing median to provide left in access on southbound South Main Street approach with a minimum of 150 feet of storage length; correspondingly, shorten the left turn land storage length at Ralph Stephens Road to 250 feet. Widen northbound South Main Street approach to provide an exclusive right turn lane with a minimum of 100 feet of storage length.*

H. *Widen the southbound Southern Crossing Boulevard approach to provide an exclusive left turn lane with a minimum of 100 feet of storage length.*

5) *The Town requires certain fees to be paid upon development of land and for the granting of a building permit. Said fees are listed in the Town's annual budget, and with this rezoning the Developer agrees he/she (i) is familiar with these fees, (ii) does not dispute the reasonableness of these fees as set forth in the Town's annual budget, and (iii) notwithstanding any reimbursements discussed at this time through an Infrastructure Reimbursement Agreement, hereby agrees to timely pay all normal and customary fees applicable to Developer in connection with the Residential Project. Such fees are listed in the current year annual budget of fees at the time the fee is due under the ordinary course of development.*

6) *Proposed uses on Tract 2 as identified on 'Exhibit 1' shall be limited to professional office only.*

7) *To the greatest extent possible, parking shall be located at or behind the front façade of all buildings on tracts 1 and 3 as identified on 'Exhibit 1.'*

8) *Tract 3 as identified on 'Exhibit 1' shall be limited to mixed-use development containing two or more of the following uses: commercial, multifamily dwellings, professional office, and child care center.*

9) *For proposed building facades located within fifty (50) feet of the intersection of South Main Street and Ralph Stephens Road and fronting such intersection, shown on Tract 3 as identified on 'Exhibit 1', shall contain first floor commercial uses. Sides and rear facades of such buildings may contain ground floor residential uses.*

10) *The maximum building height of the proposed development shall be 75 feet.*

11) *The developer understands that walkability is crucial to this mixed use concept. Therefore, the developer will construct a ten foot wide asphalt public greenway, in accordance with Town of Holly Springs Design and Construction Standards, terminating at the intersection of Ralph Stephens Road and South Main Street with a maximum linear footage of 2,500 feet in a direction and alignment to be determined with town staff at the time of first development plan, within current available public right-of-way.*

12) *The developer shall provide an "urban art park" within Tract 3 with a minimum size of 6,000 square feet and shall consist of:*

A. *A hard surface patio/stage with a minimum size of 300 square feet for performances and concerts;*

B. *An area for the display of public art with a minimum size of 1,500 square feet;*

C. *A kiosk structure for retail sales with a maximum building size of 144 square feet and 200 square feet of hard surface outdoor dining area patio;*

D. *The Art Park shall be owned and maintained by the developer or current owner of the mixed use building.*

TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA No. C-551 REGISTERED LANDSCAPE ARCHITECTURAL DESIGN PLLC
DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 10/2/20 No. 2135 Christopher D. Rutkowski

811 Know what's below. Call before you dig.

PRELIMINARY
NOT FOR CONSTRUCTION

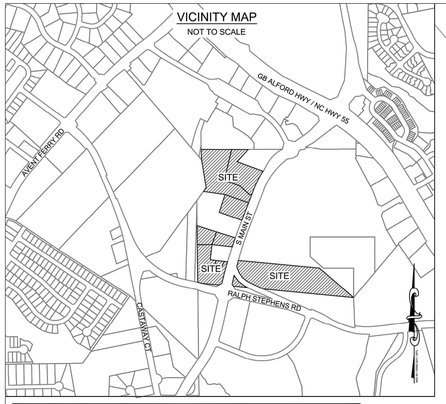
REVISIONS:

Developers Agreement
Village Gate Tract 2
South Main Street
Holly Springs, NC

SCALE: AS NOTED
DRAWN BY: CDR
PROJECT # 19200
DATE: 7/24/20
SHEET DA
OF

Z:\Projects\Eli Zablud\Village Gate\Tract 2 Medical Offices\Submittals\Tract 2 Medical Office SPR (PMP).dwg, 9/29/2020 5:17:22 PM, AutoCAD PDF (General Documentation).pc3

VICINITY MAP
NOT TO SCALE



I, STEVEN P. CARSON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 16147 PAGE 705, BOOK 12130 PAGE 2447, BOOK 3943 PAGE 278, BOOK 8971 PAGE 1846, BOOK 12130 PAGE 2441, AND BOOK 14197 PAGE 2522); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND AS SHOWN HERE ON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:40,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS _____ DAY OF _____, A.D., 2019.

I, FURTHER THAT IN ACCORDANCE WITH G.S. 47-30-F-11-C-1; CERTIFY THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. FOR THE PURPOSE OF THIS SUBSECTION, AN "EXISTING PARCEL" OR "EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE, LEGAL DESCRIPTION CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

PRELIMINARY

STEVEN P. CARSON, PLS — DATE
NC LICENSE NO. L-4752

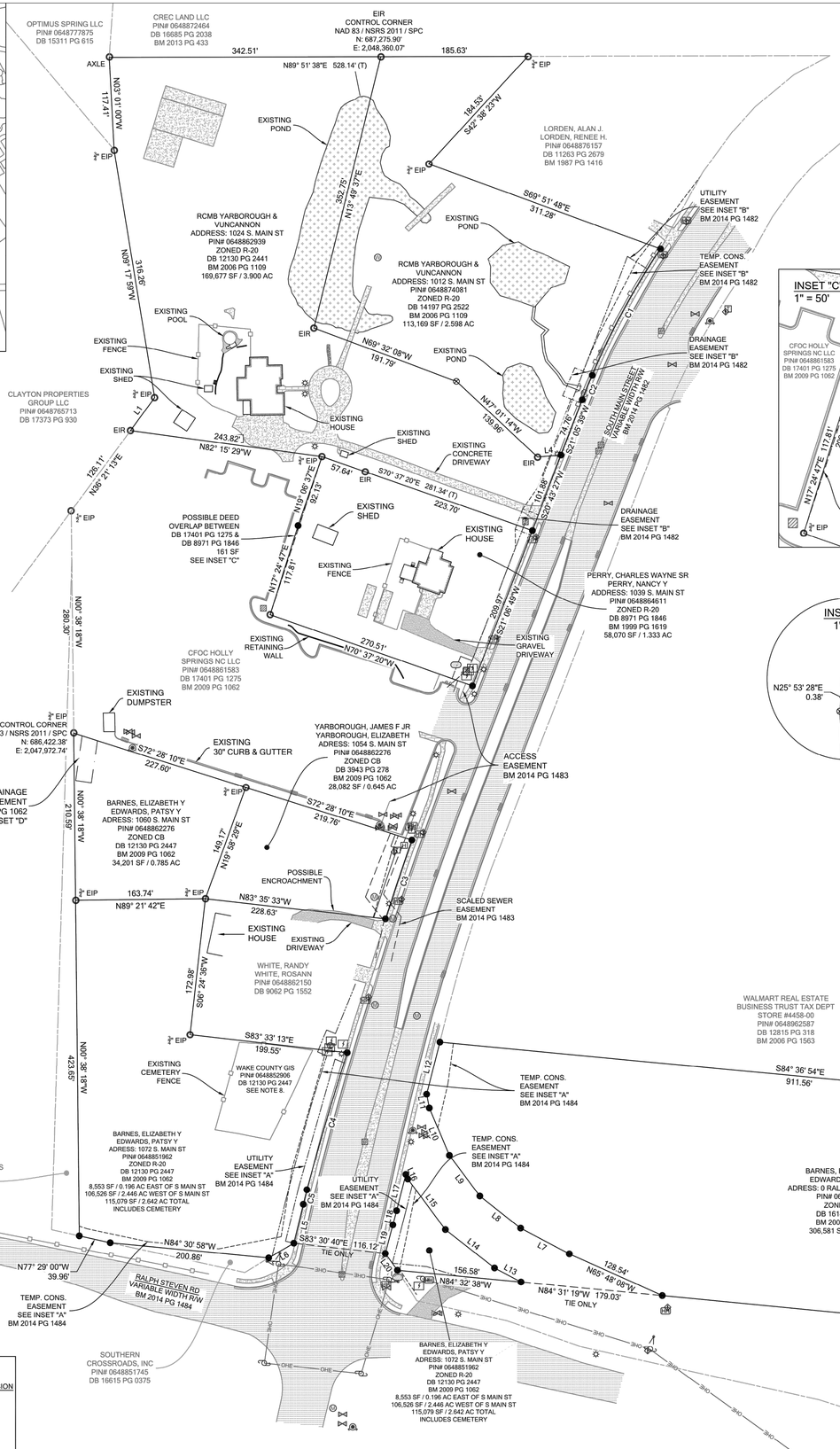
THIS MAP IS CONSIDERED PRELIMINARY, NOT FOR RECORDATION, CONVEYANCE OR SALES UNLESS SIGNED AND SEALED BY THE LICENSED SURVEYOR.

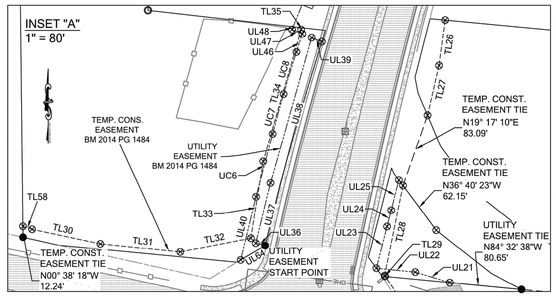
NOTES
1. THE PROPERTY LIES IN ZONES "X" PER NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 3720064800J, DATED 05/02/2006.
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES AND ALL BEARINGS ARE NAD 83 / NSRS 2011, NORTH CAROLINA STATE PLANE UNLESS OTHERWISE SHOWN.
3. SITE ZONED "R-20" & "CB" PER WAKE COUNTY GIS.
4. AREAS COMPUTED BY COORDINATE METHOD.
5. THIS SURVEY WAS PREPARED BY BATEMAN CIVIL SURVEY COMPANY, UNDER THE SUPERVISION OF STEVEN P. CARSON, PLS.
6. SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT.
7. CEMETERY SHOWN IS AS OBSERVED.
8. NO DESCRIPTION OF CEMETERY OBSERVED IN REFERENCE OF DEED.

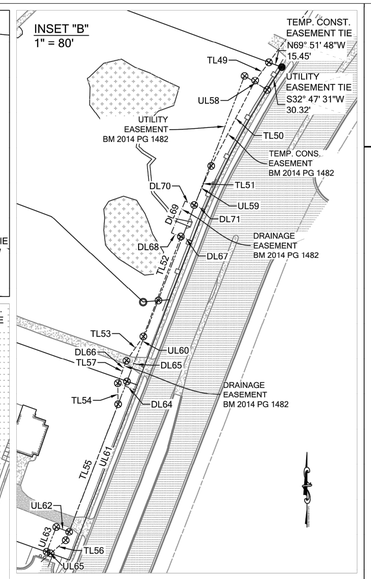
LEGEND
- EXISTING BOUNDARY CORNER FOUND
- BOUNDARY CORNER SET (3/4 IPS)
- COMPUTED POINT
- CONCRETE MONUMENT FOUND
- CLEAN OUT
- TRANSFORMER / ELECTRIC BOX
- LIGHT POLE
- UTILITY POLE
- WATER METER
- FIRE HYDRANT
- UTILITY VALVE
- HAND WELL
- CABLE PEDESTAL
- TELEPHONE PEDESTAL
- HOT BOX
- CATCH BASIN
- DROP INLET
- UTILITY MANHOLE
- UTILITY HAND HOLE
- SIGN
- GUY WIRE
- BURIED UTILITY MARKER
- FLAG
- OVERHEAD UTILITY
- UNDERGROUND STORM DRAIN
- FENCE / GUARD RAIL
- DRAINAGE EASEMENT
- ACCESS EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- UTILITY EASEMENT
- SCALED SEWER EASEMENT
- ADJOINING PROPERTY LINE
- SURVEYED PROPERTY LINE
- BRICK
- PAVEMENT
- GRAVEL
- CONCRETE
- POND

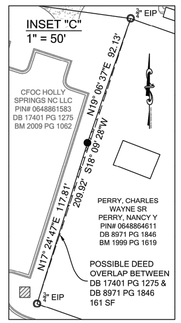
EIP	EXISTING IRON PIPE
EIR	EXISTING IRON REBAR
IPS	IRON PIPE SET
PKS	PK NAIL SET
PKF	PK NAIL FOUND
(T)	TOTAL
DB	DEED BOOK
PG	PAGE
BM	BOOK OF MAPS
R/W	RIGHT OF WAY
POB	POINT OF BEGINNING
N	NORTH
E	EAST
S	SOUTH
W	WEST
TEMP.	TEMPORARY
CONS.	CONSTRUCTION

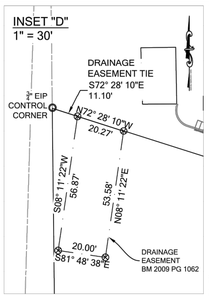
CLASS OF SURVEY: A
POSITIONAL ACCURACY: 0.06'
TYPE OF GPS FIELD PROCEDURE: OPUS STATIC SESSION
DATES OF SURVEY: DECEMBER 2019
DATUM/EPOCH: NAD83/NSRS2011/SPC
GEOID MODEL: 12B
COMBINED GRID FACTOR(S): 0.999878841
UNITS: US SURVEY FEET

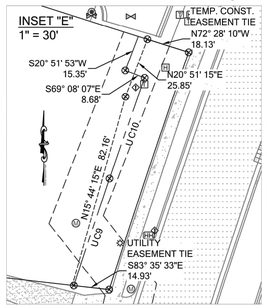


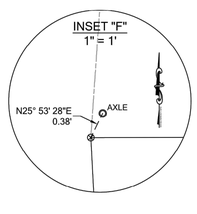


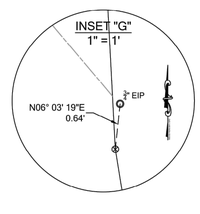












DRAINAGE EASEMENT LINE TABLE		
LINE#	DIRECTION	LENGTH
DL64	S69° 11' 23"E	21.00'
DL65	N69° 11' 23"W	21.00'
DL66	S20° 48' 37"W	27.00'
DL67	S68° 53' 01"E	14.00'
DL68	S68° 53' 01"E	11.00'
DL69	S23° 28' 12"W	38.63'
DL70	N66° 55' 24"W	11.00'
DL71	N66° 57' 24"W	12.98'

LINE TABLE		
LINE#	DIRECTION	LENGTH
L1	N36° 18' 10"E	51.47'
L4	S85° 18' 13"W	29.68'
L5	S13° 43' 43"W	50.43'
L6	S59° 30' 11"W	36.74'
L7	N62° 04' 35"W	69.56'
L8	N51° 54' 19"W	65.38'
L9	N36° 41' 27"W	64.25'
L10	N23° 03' 23"W	64.65'
L11	N10° 57' 46"W	18.04'
L12	N14° 22' 24"E	67.55'
L13	S62° 03' 31"E	37.84'
L14	S51° 53' 15"E	78.74'
L15	S36° 40' 23"E	79.43'
L16	S23° 02' 19"E	6.28'
L17	N14° 19' 51"E	47.08'
L18	N14° 51' 53"E	18.57'
L19	N14° 44' 15"E	37.42'
L20	N35° 55' 00"W	26.14'

UTILITY EASEMENT LINE TABLE		
LINE#	DIRECTION	LENGTH
UL21	N73° 03' 08"W	40.22'
UL22	N84° 15' 12"W	43.77'
UL23	N14° 25' 12"E	48.12'
UL24	N14° 32' 50"E	18.60'
UL25	N14° 00' 48"E	35.10'
UL36	N76° 16' 20"W	10.75'
UL37	N13° 43' 40"E	69.27'
UL38	N15° 47' 32"E	168.90'
UL39	S67° 48' 30"E	12.33'
UL40	N13° 43' 40"E	72.57'
UL46	N18° 06' 40"E	21.11'
UL47	N67° 16' 44"W	12.51'
UL48	N22° 11' 30"E	3.38'
UL58	N58° 10' 26"W	29.79'
UL59	S21° 01' 50"W	268.99'
UL60	S21° 01' 50"W	97.20'
UL61	S21° 01' 50"W	180.04'
UL62	N68° 57' 20"W	15.43'
UL63	S21° 02' 40"W	29.92'
UL64	S59° 30' 11"W	31.75'
UL65	S68° 57' 20"E	7.59'

TEMP. CONS. EASEMENT LINE TABLE		
LINE#	DIRECTION	LENGTH
TL26	N07° 41' 00"E	50.90'
TL27	N12° 55' 28"E	57.48'
TL28	S11° 33' 52"W	102.73'
TL29	S34° 11' 14"E	1.17'
TL30	S78° 02' 20"E	78.03'
TL31	S84° 14' 57"E	89.81'
TL32	N79° 01' 14"E	80.29'
TL33	N09° 10' 16"E	87.15'
TL34	N16° 03' 55"E	153.04'
TL35	N25° 53' 10"E	2.24'
TL49	S37° 00' 12"W	25.43'
TL50	S27° 14' 06"W	107.28'
TL51	S23° 09' 51"W	47.86'
TL52	S20° 34' 52"W	119.27'
TL53	S34° 55' 11"W	33.07'
TL54	S00° 51' 11"E	23.60'
TL55	S21° 03' 31"W	163.00'
TL56	S49° 02' 17"W	22.30'
TL57	S20° 48' 37"W	27.00'
TL58	S71° 42' 32"E	10.76'

CURVE TABLE				
CURVE#	LENGTH	RADIUS	BEARING	CHORD
C1	181.37'	978.00'	S28° 22' 02"W	181.11'
C2	33.45'	978.00'	S22° 04' 24"W	33.45'
C3	104.94'	4052.00'	S18° 30' 09"W	104.94'
C4	180.41'	4054.07'	S16° 23' 18"W	180.40'
C5	18.84'	4057.25'	S13° 51' 42"W	18.84'
UC6	72.86'	10214.35'	N14° 42' 42"E	72.86'
UC7	46.14'	2429.34'	N15° 23' 59"E	46.14'
UC8	49.21'	1578.48'	N16° 58' 07"E	49.21'
UC9	47.33'	3542.17'	S18° 25' 44"W	47.33'
UC10	44.67'	4893.04'	S19° 14' 19"W	44.67'

GRAPHIC SCALE
80 0 40 80 160 320
(IN FEET)
1 inch = 80 ft.

BATEMAN CIVIL SURVEY COMPANY
ENGINEERS ● SURVEYORS ● PLANNERS
2524 RELIANCE AVENUE, APEX, NC 27539
PHONE: (919) 577-1080 FAX: (919) 577-1081
INFO@BATEMANCIVILSURVEY.COM
NCBELS FIRM# C-2378

BOUNDARY SURVEY
AS RECORDED IN DEED BOOK 16147 PAGE 705, BOOK 12130 PAGE 2447, BOOK 3943 PAGE 278, BOOK 8971 PAGE 1846, BOOK 12130 PAGE 2441, AND BOOK 14197 PAGE 2522
HOLLY SPRINGS TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

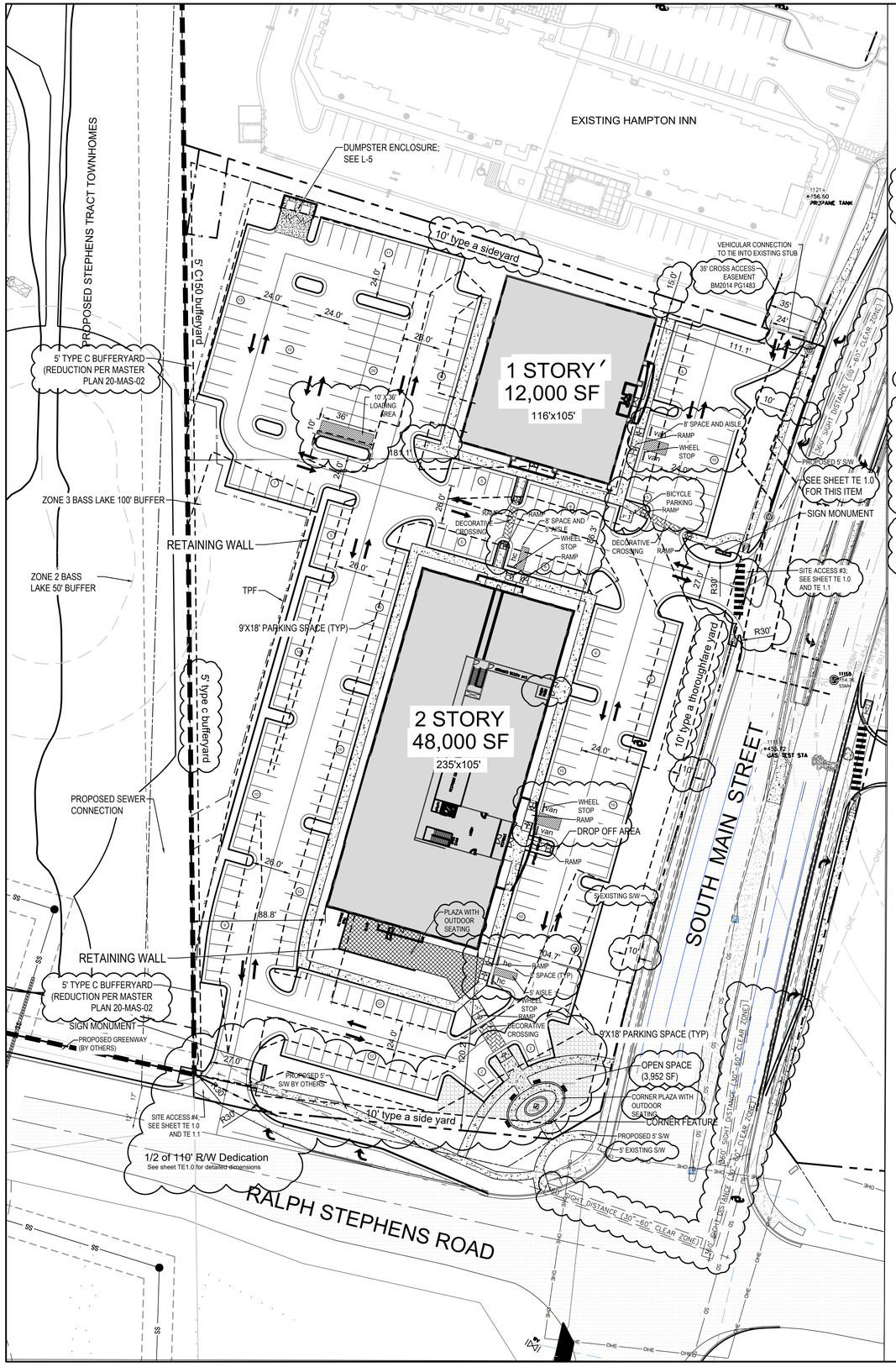
REVISIONS
1.
2.
3.
4.
5.

DESIGNED BY: N/A
DRAWN BY: CJM
CHECKED BY: SPC
SCALE: 1" = 80'
DATE: 12/23/2019
JOB NUMBER: 190587

SHEET 1

NAD 83 / NSRS 2011 / SPC

Z:\Projects\Eli Zablud\Village Gate\Tract 2 Medical Offices\Submittals\Tract 2 Medical Office SPR (PMP).dwg, 9/29/2020 5:17:31 PM, AutoCAD PDF (General Documentation).pc3



SITE DATA- TRACT 2

PINS 0648-86-0360 0648-86-2276 0648-85-1962
0648-86-2150

TOTAL TRACT AREA: 206,117 SF
4.73 AC

~~ZONING:~~ CB-CU
PROPOSED USE: INTEGRATED CENTER
(LIMITED TO MEDICAL & PROFESSIONAL OFFICE)
NUMBER OF LOTS: 1
~~PROFESSIONAL OFFICE:~~ ~~69,000 SF~~

OWNER: DUNN INVESTMENTS, LLC

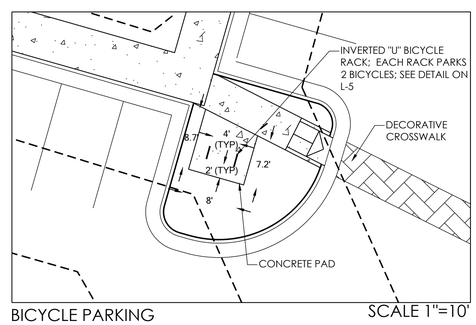
SETBACKS AND BUFFERS:
THOROUGHFARE: 10' MIN.
MIN. SIDE YARD: 10'
MINIMUM REAR YARD: 10'
MINIMUM BUFFERYARD: 20'

MAXIMUM BUILDING HEIGHT PROPOSED: 36'-8"

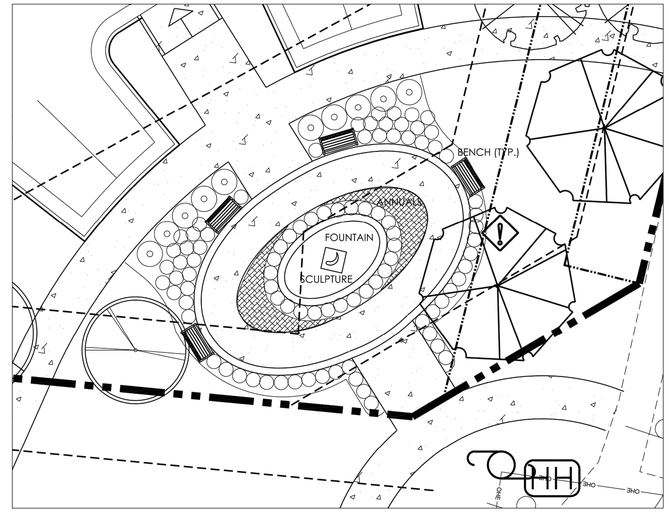
PARKING REQUIRED
INTEGRATED CENTER: 4 PER 1,000 SF
240 VEHICLE SPACES REQUIRED
4 BICYCLE PARKING SPACES

PARKING PROVIDED: 261 VEHICLE SPACES (108.75% OF MAXIMUM)
4 BICYCLE PARKING SPACES (2 INVERTED "U" RACKS)

OPEN SPACE CALCULATIONS:
206,117 SF X 1%= 2,061 SF REQUIRED
3,952 SF PROVIDED



BICYCLE PARKING SCALE 1"=10'



ART INSTALLATION SCALE 1"=10'

GENERAL NOTES

ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING AND CONSTRUCTION STANDARDS

CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.

CONTRACTOR SHALL OBTAIN A COPY OF THE CURRENT STANDARDS AND SPECIFICATIONS OF THE TOWN OF HOLLY SPRINGS TO REFER TO DURING CONSTRUCTION OF THE PROJECT.

CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING ABOVE AND BELOW GROUND UTILITIES IN THE AREA PRIOR TO CONSTRUCTION AND COORDINATE THE RELOCATION OF THESE UTILITIES WITH THE APPROPRIATE AUTHORITIES.

ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS SEDIMENT AND EROSION CONTROL ORDINANCE.

ALL ENVIRONMENTAL PERMITS MUST BE OBTAINED PRIOR TO CONSTRUCTION DRAWING APPROVAL AND/OR ISSUANCE OF A LAND DISTURBANCE PERMIT.

DIGITAL INFORMATION IS FROM SURVEY DATED DEC. 2019 FROM BATEMAN CIVIL SURVEY.

GENERAL NOTES
1. THE CONTRACTOR SHALL CONTACT " NORTH CAROLINA ONE CALL" AT 800-632-4949 FOR ASSISTANCE IN LOCATING EXISTING UTILITIES. CALL AT LEAST 48 HOURS PRIOR TO ANY DIGGING.
2. EXISTING CONDITIONS AND UTILITIES SHOWN ARE BASED ON INFORMATION PROVIDED BY BATEMAN CIVIL SURVEY. BASE SURVEY SUPPLIED BY BATEMAN CIVIL SURVEY. THE CONTRACTOR SHALL FIELD VERIFY CONDITIONS PRIOR TO STARTING CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES, CONFLICTS INVOLVING PUBLIC WATER, SANITARY SEWER, AND STORM DRAINAGE CONSTRUCTION SHALL BE RESOLVED TO THE SATISFACTION OF THE TOWN OF HOLLY SPRINGS.
3. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS STANDARDS AND SPECIFICATIONS.
4. BUILDING FOOTPRINT PROVIDED BY DIESCH DEVELOPMENT ARCHITECTS.
5. HC RAMPS AND PARKING SPACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA STANDARDS.
6. THE CONTRACTOR IS RESPONSIBLE FOR INVESTIGATING SOIL CONDITIONS ON SITE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY UNSUITABLE MATERIAL UPON FIRST CONTACT.
7. ALL POWER LINES SHALL BE PLACED UNDERGROUND OR RELOCATED IN COORDINATION WITH DUKE ENERGY. IF RELOCATION OF OVERHEAD POWER LINES UNDERGROUND IS DEEMED NOT FEASIBLE BY THE TOWN AND/OR UTILITY COMPANY, A FEE-IN-LIEU WILL BE REQUIRED FOR THIS PROJECT.
8. NO ENCROACHMENTS OR PLACEMENT OF FILL ARE PERMITTED.
9. CONCRETE WASHOUTS ARE ALLOWED WITHIN BUT NOT ON THE BUFFER WIDTH.
10. ALL RETAINING WALLS REQUIRE A BUILDING PERMIT. WALLS GREATER THAN 4' IN HEIGHT WILL REQUIRE ENGINEERING DESIGN APPROVAL AT CONSTRUCTION DRAWING REVIEW AS WELL AS BUILDING PERMIT. ENSURE THAT NO UTILITIES WILL BE IN CONFLICT WITH STRUCTURAL REINFORCEMENT OF THE WALL.

LEGEND

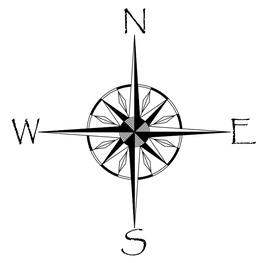
PLAZA WITH OUTDOOR SEATING

OPEN SPACE





EXAMPLE SCULPTURE



40' 20' 0 40' 80'
SCALE: 1" = 40'

TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECTURAL FIRM No. C-551 PORTLAND DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 10/2/20 No. 2135 Christopher D. Rurkowski

PRELIMINARY NOT FOR CONSTRUCTION

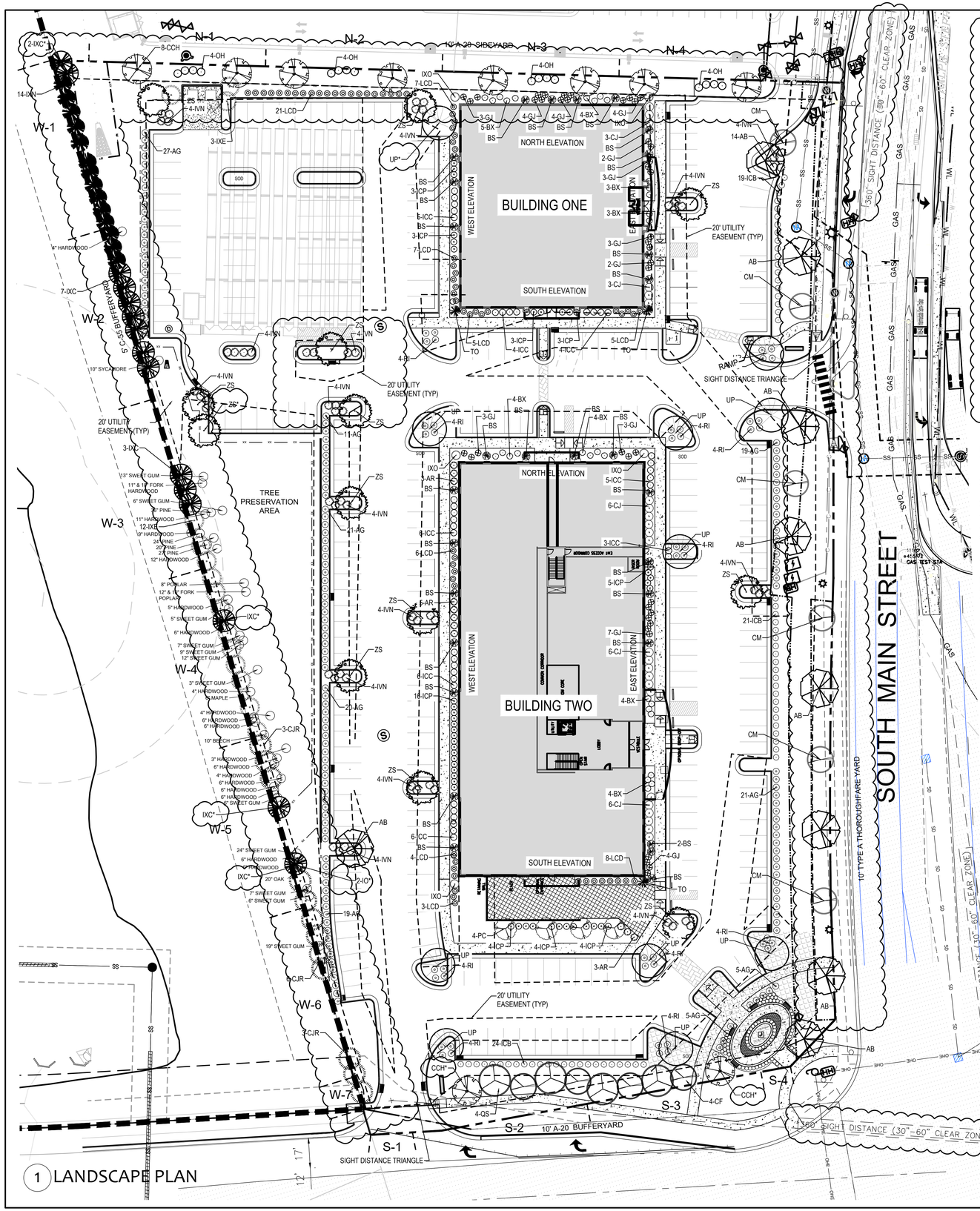
REVISIONS:
8/28/20-PER TOHS COMMENTS
10/2/20-PER TOHS COMMENTS

SITE PLAN
Village Gate Tract 2
South Main Street
Holly Springs, NC

SCALE: 1"=40'
DRAWN BY: CDR
PROJECT # 19200
DATE: 7/24/20

SHEET L-1 OF 1

Z:\Projects\Eli Zabluth\Village Gate\Tract 2 Medical Offices\Submittals\Tract 2 Medical Office SP8 (PMP).dwg, 9/29/2020 5:17:41 PM, AutoCAD PDF (General Documentation).pc3



1 LANDSCAPE PLAN

PLANT LIST - Tract 2									
KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QTY.	PUV	PUV Total	% PUV	COMMENTS
DECIDUOUS TREES									
AB	Acer buergerianum	Trident Maple	2 1/2"	B&B	9	8	72	16.14%	
QS	Quercus shumardii	Shumard Oak	3 1/2"	B&B	4	8	32	7.17%	
UP	Ulmus parvifiora 'Allee'	Allee Elm	2 1/2"	B&B	11	8	88	19.73%	
ZS	Zelkova serrata	Japanese Zelkova	2 1/2"	B&B	13	8	104	23.32%	
PC	Pistacia chinensis	Chinese pistache	1 1/2"	B&B	4	5	20	4.48%	
CCH	Carpinus caroliniana	Eastern Hornbeam	2 1/2"	B&B	10	8	80	17.94%	
CM	Lagerstroemia indica 'Sioux'	Sioux Crape Myrtle	1 1/2"	B&B	6	5	30	6.73%	
CF	Comus florida 'Cherokee Princess'	Flowering Dogwood	1 1/2"	B&B	4	5	20	4.48%	
						TOTAL	446		
EVERGREEN TREES									
CJR	Cryptomeria japonica 'Radicans'	Japanese Cedar	12' HT.	B&B	12	8	96	23.47%	
IO	Ilex opaca 'Carnival'	American Holly	12' HT.	B&B	3	8	24	5.87%	
TO	Thuja occidentalis 'Emerald Green'	Emerald Green Arborvitae	6' HT.	B&B	3	5	15	3.67%	
IXO	Ilex x 'Oakland'	Oakland Holly	6' HT.	B&B	5	5	25	6.11%	
BS	Buxus sempervirens 'Fastigiata'	Fastigiata Boxwood	36" HT.	B&B	29	1	29	7.09%	
IXN	Ilex x 'Nellie Stevens'	Nellie Stevens Holly	6' HT.	B&B	14	5	70	17.11%	
IXC	Ilex x 'Conin'	Robin Red Holly	6' HT.	B&B	15	5	75	18.34%	
IXE	Ilex x 'Emily Bruner'	Emily Bruner Holly	6' HT.	B&B	15	5	75	18.34%	
						TOTAL	409		
ICB	Ilex corunuta ' Burfordii Nana'	Dwarf Burford Holly	24" HT.	Cont.	64	0.5	32	9.57%	
BX	Buxus x 'Greenvelvet'	Greenvelet Boxwood	24" HT.	Cont.	31	0.5	15.5	4.63%	
CJ	Camellia japonica 'Kramer's Supreme'	Camellia	36" HT.	Cont.	24	1	24	7.17%	
OH	Osmanthus heterophyllus 'Rotundifolius'	False Holly	36" HT.	Cont.	16	1	16	4.78%	
IVN	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	24" HT.	Cont.	60	0.5	30	8.97%	
GJ	Gardenia jasminoides 'Radicans'	Dwarf Gardenia	24" HT.	Cont.	42	0.5	21	6.28%	
AG	Abelia x grandiflora 'Little Richards'	Glossy Abelia	24" HT.	Cont.	148	0.5	74	22.12%	
LCD	Loropetalum chinensis vr. 'Daruma'	Daruma Loropetalum	24" HT.	Cont.	66	0.5	33	9.87%	
AR	Abelia x grandiflora 'Radiance'	Varigated Abelia	24" HT.	Cont.	11	0.5	5.5	1.64%	
ICP	Ilex corunuta ' Compacta'	Compacta Holly	24" HT.	Cont.	45	0.5	22.5	6.73%	
ICC	Ilex corunuta ' Carissa'	Carissa Holly	36" HT.	Cont.	39	1	39	11.66%	
RI	Rhaphiolepis indica 'Oliva'	Indian Hawthorne	24" HT.	Cont.	44	0.5	22	6.58%	
						TOTAL	334.5		

LANDSCAPE NOTES

1. All landscaping shall be installed and maintained in accordance with the Town of Holly Springs development code and the latest edition of nursery standards by the American Nursery and Landscape Association (ANLA).
2. Call utility locator service prior to any disturbance on this site. Contractor shall be responsible for confirmation of marked utilities within the area of work.
3. Do not change the design without approval from the the Owner and/or code compliance authority .
4. All areas not otherwise specified shall be permanently seeded with tall turf fescue, established per sediment and erosion control requirements.
5. All sod areas shall be permanently established with Tiffany 419 or TifTuf Bermuda sod or approved eqv .
6. Hard fescue/Southeast wildflower mix shall be seeded in disturbed areas not intended to be maintained as mowed turf or mulched landscape beds.
7. Foundation planting beds shall exhibit positive drainage, consist of native topsoil or imported eqv to a minimum depth of 8", and fertilized/limed per soil report.
8. Seeded or turf areas shall be fine graded, consisting of native topsoil or imported eqv to a minimum depth of 4" and fertilized/limed per soil report.
9. Landscape contractor shall verify plant quantities. If there is a discrepancy, use higher quantity.
10. All newly installed trees and shrubs shall be guaranteed by the contractor for one year and replaced at the owners request if the plant is stressed, damaged, diseased or dead.
11. Owner shall be responsible for the replacement of any required planting. Such replacement shall occur during the next planting season.
12. Provide adequate visibility for safe vehicular and pedestrian movement within the parking area, plant materials located within five (5) feet of the back of curb / edge of pavement of an interior landscape island located at a critical turning point within a parking area shall be selected or maintained with a growth pattern not to exceed thirty-six (36) inches above grade.
13. Plants located in an easement area are subject to approval by easement holder.
14. No large trees shall be planted in utility easements.
15. Owner shall be responsible for maintenance all required landscaping by keeping lawns mowed, all plants maintained as disease free, all planting beds groomed and kept weed free (except in areas of preserved existing natural vegetation (i.e. thickets)), and kept free from trash, debris and other objectionable materials.

ALTERNATE LANDSCAPE PLANT LOCATIONS:

See the description below for relocation of required plants. Adjusted plants are denoted by an (*) asterisk on the plan.

1. One parking lot tree adjacent to building one was shifted to another island next to the building due to the location of a drainage easement.
2. One parking lot tree in an island south of the underground SCM was moved south to an island outside of the drainage easement.
3. A large deciduous tree for buffer segment S-1 was relocated into S-2.
4. A large deciduous tree for buffer segment S-4 was relocated into S-3.
5. Two shrubs in buffer segment W-7 were relocated into W-5.
6. Two large evergreen trees for segment W-3 were relocated to W-1.
7. Two large evergreen trees for segment W-3 were relocated to W-5.
8. One large evergreen tree was relocated from segment W-2 into W-4.

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

CALCULATIONS AND
PLANT DETAILS ARE LOCATED ON SHEET L-2

TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA No. C-551 REGISTERED LANDSCAPE ARCHITECTURAL DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT Christopher D. Rurkowski 10/2/20 No. 2135

811 Know what's below. Call before you dig.

PRELIMINARY
NOT FOR CONSTRUCTION

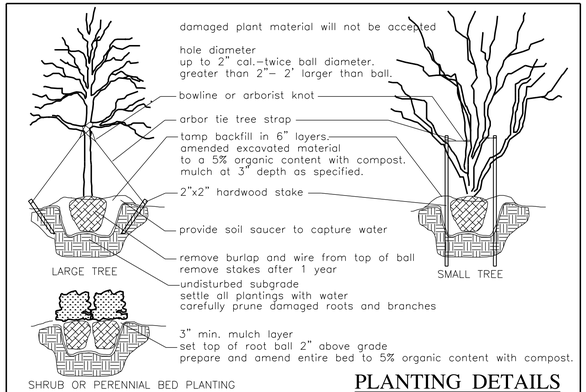
REVISIONS:
8/28/20-PER TOHS COMMENTS
10/2/20-PER TOHS COMMENTS

LANDSCAPE PLAN
Village Gate Tract 2
South Main Street
Holly Springs, NC

SCALE: on drawing
DRAWN BY: JGB
PROJECT # 19200
DATE: 07-16-20

SHEET
L-2
OF 1

Z:\Projects\Eli Zabluda\Village Gate\Tract 2 Medical Offices\Submittals\Tract 2 Medical Office SPR (PMP).dwg, 9/29/2020 5:17:47 PM, AutoCAD PDF (General Documentation).pc3



PLANTING DETAILS

GENERAL PLANTING NOTES

1. VERIFICATION OF TOTAL QUANITIES AS SHOWN SHALL BE THE RESPONSIBILITY OF THE PLANTING CONTRACTOR.
2. ALL TREES, SHRUBS, AND BEDDING PLANTS SHALL CONFORM TO THE ACCEPTED STANDARDS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
3. ALL SAUCERS SHALL BE SOAKED WITH WATER AND MULCHED IMMEDIATELY FOLLOWING PLANTING.
4. SET TOP OF TREE ROOT BALL 3" ABOVE GRADE, SHRUBS 2" ABOVE GRADE.
5. PLANT MATERIAL SHALL CARRY A ONE YEAR WARRANTY AND REPLACEMENT GUARANTEE.
6. AMEND PLANTING SOIL WITH FERTILIZE AND/OR LIME PER SOIL TEST REPORT AT THE RECOMMENDED MANUFACTURERS APPLICATION RATE.
7. THOROUGHLY MIX AGED COMPOST WITH PLANTING SOIL TO ACHIEVE A 5%–10% ORGANIC CONTENT BY VOLUME.
8. GUYING AND STAKING, IF NECESSARY, SHALL BE REMOVED AFTER ONE GROWING SEASON.
9. ALL ROOT BALLS REMOVED FROM CONTAINERS SHALL BE SCARIFIED PRIOR TO BACKFILLING.
10. ALL TREES HAVE BEEN LOCATED WITH RESPECT TO KNOWN OR EXISTING FACILITIES OR STRUCTURES, COORDINATE FIELD ADJUSTMENT WITH PROJECT OWNER OR AGENT.
11. ALL PLANT BEDS AND PLANT MATERIAL SHALL BE MAINTAINED IN GOOD HEALTH, AND ANY DEAD, UNHEALTHY OR MISSING PLANTS SHALL BE REPLACED WITH LOCALLY ADAPTED VEGETATION WHICH CONFORMS TO THE INITIAL PLANTING STANDARDS OF THE LANDSCAPE ORDINANCE.
12. REPORT ANY DESCREPANCIES TO THE PROJECT OWNER OR AGENT.
13. SUBSTITUTIONS OR ALTERATIONS SHALL NOT BE MADE WITHOUT PRIOR WRITTEN NOTIFICATION BY THE OWNER OR AGENT.
14. APPLY MULCH TO ALL PLANTING AREAS AS SPECIFIED.
15. ADD COMPOST TO PLANTING SOIL TO ACHIEVE 5% ORGANIC CONTENT.
16. ALL BEDS ARE TO HAVE A SPADE CUT MULCH EDGE WHEN ADJACENT TO TURF.

FOUNDATION LANDSCAPING - BUILDING ONE

NORTH ELEVATION			
REQUIRED AREA	104 L.F. X 2 = 208 S.F.		
PROVIDED AREA	600 S.F.		
PUV REQUIRED	104 L.F. X 20 POINTS PER 100 FEET =		21
PUV PROVIDED	1 SM. EVER TREE AT 6' HT	(5.0 POINT)	5
PUV PROVIDED	4 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	4
PUV PROVIDED	24 SM SHRUBS AT 24" HT.	(0.5 POINT)	12
	TOTAL PUV PROVIDED		21
EAST ELEVATION			
REQUIRED AREA	116 L.F. X 2 = 232 S.F.		
PROVIDED AREA	640 S.F.		
PUV REQUIRED	116 L.F. X 20 POINTS PER 100 FEET =		23
PUV PROVIDED	1 SM. EVE. TREE AT 6' HT.	(5.0 POINT)	5
PUV PROVIDED	10 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	10
PUV PROVIDED	16 SM SHRUBS AT 24" HT.	(0.5 POINT)	8
	TOTAL PUV PROVIDED		23
SOUTH ELEVATION			
REQUIRED AREA	106 L.F. X 2 = 212 S.F.		
PROVIDED AREA	590 S.F.		
PUV REQUIRED	106 L.F. X 20 POINTS PER 100 FEET =		21
PUV PROVIDED	1 SM. EVE. TREE AT 6' HT.	(5.0 POINT)	5
PUV PROVIDED	8 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	8
PUV PROVIDED	16 SM SHRUBS AT 24" HT.	(0.5 POINT)	8
	TOTAL PUV PROVIDED		21
WEST ELEVATION			
REQUIRED AREA	116 L.F. X 2 = 232 S.F.		
PROVIDED AREA	620 S.F.		
PUV REQUIRED	116 L.F. X 20 POINTS PER 100 FEET =		23
PUV PROVIDED	1 SM. EVER TREE AT 6' HT	(5.0 POINT)	5
PUV PROVIDED	8 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	8
PUV PROVIDED	20 SM SHRUBS AT 24" HT.	(0.5 POINT)	10
	TOTAL PUV PROVIDED		23

FOUNDATION LANDSCAPING - BUILDING TWO

NORTH ELEVATION			
REQUIRED AREA	104 L.F. X 2 = 208 S.F.		
PROVIDED AREA	600 S.F.		
PUV REQUIRED	104 L.F. X 20 POINTS PER 100 FEET =		21
PUV PROVIDED	2 SM. EVER TREE AT 6' HT	(5.0 POINT)	10
PUV PROVIDED	4 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	4
PUV PROVIDED	14 SM SHRUBS AT 24" HT.	(0.5 POINT)	7
	TOTAL PUV PROVIDED		21
EAST ELEVATION			
REQUIRED AREA	235 L.F. X 2 = 470 S.F.		
PROVIDED AREA	725 S.F.		
PUV REQUIRED	235 L.F. X 20 POINTS PER 100 FEET =		47
PUV PROVIDED	0 LG. DEC. TREE AT 2 1/2" CAL.	(8.0 POINT)	0
PUV PROVIDED	0 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	0
PUV PROVIDED	1 SM. EVE. TREE AT 6' HT.	(5.0 POINT)	5
PUV PROVIDED	30 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	30
PUV PROVIDED	24 SM SHRUBS AT 24" HT.	(0.5 POINT)	12
	TOTAL PUV PROVIDED		47
SOUTH ELEVATION			
REQUIRED AREA	156 L.F. X 2 = 312 S.F.		
PROVIDED AREA	600 S.F.		
PUV REQUIRED	156 L.F. X 20 POINTS PER 100 FEET =		31
PUV PROVIDED	4 SM. DEC. TREE AT 1 1/2" CAL.	(5.0 POINT)	20
PUV PROVIDED	26 SM SHRUBS AT 24" HT.	(0.5 POINT)	13
	TOTAL PUV PROVIDED		33
WEST ELEVATION			
REQUIRED AREA	235 L.F. X 2 = 470 S.F.		
PROVIDED AREA	750 S.F.		
PUV REQUIRED	235 L.F. X 20 POINTS PER 100 FEET =		47
PUV PROVIDED	1 SM. EVER TREE AT 6' HT	(5.0 POINT)	5
PUV PROVIDED	25 MEDIUM SHRUBS AT 36" HT.	(1 POINT)	25
PUV PROVIDED	34 SM SHRUBS AT 24" HT.	(0.5 POINT)	17
	TOTAL PUV PROVIDED		47

DUMPSTER ENCLOSURE

REQUIRED AREA	68 L.F. X 2 = 136 S.F.		
PROVIDED AREA	210 S.F.		
PUV REQUIRED	68 L.F. X 20 POINTS PER 100 FEET =		14
PUV PROVIDED	3 SM. EVER TREE AT 6' HT	(5.0 POINT)	15
	TOTAL PUV PROVIDED		15

PERIMETER YARD LANDSCAPING

INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-1	11 Small Evergreen Trees	55	55	100%	Type C-55
100'	at 6' HT. 5 Points each				**55 REQUIRED**
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-2	11 Small Evergreen Trees	55	55	100%	Type C-55
100'	at 6' HT. 5 Points each				**55 REQUIRED**
					One in the W-4 segment
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-3	10 Small Evergreen Trees	50	59	91%	Type C-55
100'	at 6' HT. 5 Points each				**55 REQUIRED**
					Four of these are dispersed along the C-55 buffer
	EX 24" Pine 9 Points each	9	(Lrg Ever)	16.36%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-4	9 Small Evergreen Trees	45		82%	Type C-55
100'	at 6' HT. 5 Points each		72		**55 REQUIRED**
	EX 6" Hardwood 6 Points each	6	(Lrg Dec)	10.91%	
	EX 6" Hardwood 6 Points each	6	(Lrg Dec)	10.91%	
	EX 6" Hardwood 6 Points each	6	(Lrg Dec)	10.91%	
	EX 6" Maple 9 Points each	9	(Lrg Dec)	16.36%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-5	6 Large Evergreen Trees	48		87%	Type C-55
100'	at 12' HT. 8 Points each		105		**55 REQUIRED**
	EX 6" Hardwood 6 Points each	6	(Lrg Dec)	10.91%	
	EX 6" Hardwood 6 Points each	6	(Lrg Dec)	10.91%	
	EX 6" Hardwood 6 Points each	6	(Lrg Dec)	10.91%	
	EX 6" Hardwood 6 Points each	6	(Lrg Dec)	10.91%	
	EX 6" Sweetgum 6 Points each	6	(Lrg Dec)	10.91%	
	EX 24" Sweetgum 9 Points each	9	(Lrg Dec)	16.36%	
	EX 20" Oak 18 Points each	18	(Lrg Dec)	32.73%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-6	6 Large Evergreen Trees	48		87%	Type C-55
100'	at 12' HT. 8 Points each		57		**55 REQUIRED**
	EX 19" Sweetgum 9 Points each	9	(Lrg Dec)	16.36%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
W-7	1 Large Evergreen Trees	8		80%	Type C-55
18'	at 12' HT. 8 Points each		10		**10 REQUIRED**
	2 Large/Medium Shrubs	2		20%	
	at 36" Ht. 1 Points each				**Shrusbs are located in segments W-5 and W-6.**

PERIMETER YARD LANDSCAPING

INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-1	1 Large Deciduous Trees	8		40%	Type A-20
24'	at 2 1/2" Cal. 8 Points each		8		**5 REQUIRED**
					This tree is located in S-2.
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-2 and S-3	2 Large Deciduous Trees	16		21%	Type A-20
100'	at 2 1/2" Cal. 8 Points each		26		**20 REQUIRED**
	2 Small Deciduous Trees	10		13%	
	at 1 1/2" Cal. 5 Points each				
S-4	1 Large Deciduous Trees	8		40%	Type A-20
17'	at 2 1/2" Cal. 8 Points each		8		**3 REQUIRED**
					This tree is located in S-3.

PERIMETER YARD LANDSCAPING

INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N-1 thru N-4	2 Large Deciduous Trees	16		80%	Type A-20
100'	at 2 1/2" Cal. 8 Points each		20		**20 REQUIRED**
	4 Large/Medium Shrubs	4		20%	
	at 36" Ht. 1 Points each				

INTERIOR PARKING LANDSCAPING

TOTAL PARKING SPACES	=	263
INTERIOR PARKING ISLANDS REQUIRED	=	26
INTERIOR LANDSCAPE ISLANDS PROVIDED	=	36
INTERIOR LARGE DECIDUOUS TREES REQUIRED	=	26
INTERIOR LARGE DECIDUOUS TREES PROVIDED	=	26
INTERIOR EVERGREEN SHRUBS REQUIRED	=	104
INTERIOR EVERGREEN SHRUBS PROVIDED	=	104

TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA No. C-551 REGISTERED LANDSCAPE ARCHITECTURAL DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA 10/2/20 No. 2135 REGISTERED LANDSCAPE ARCHITECT Christopher D. Rurkowski

811 Know what's below. Call before you dig.

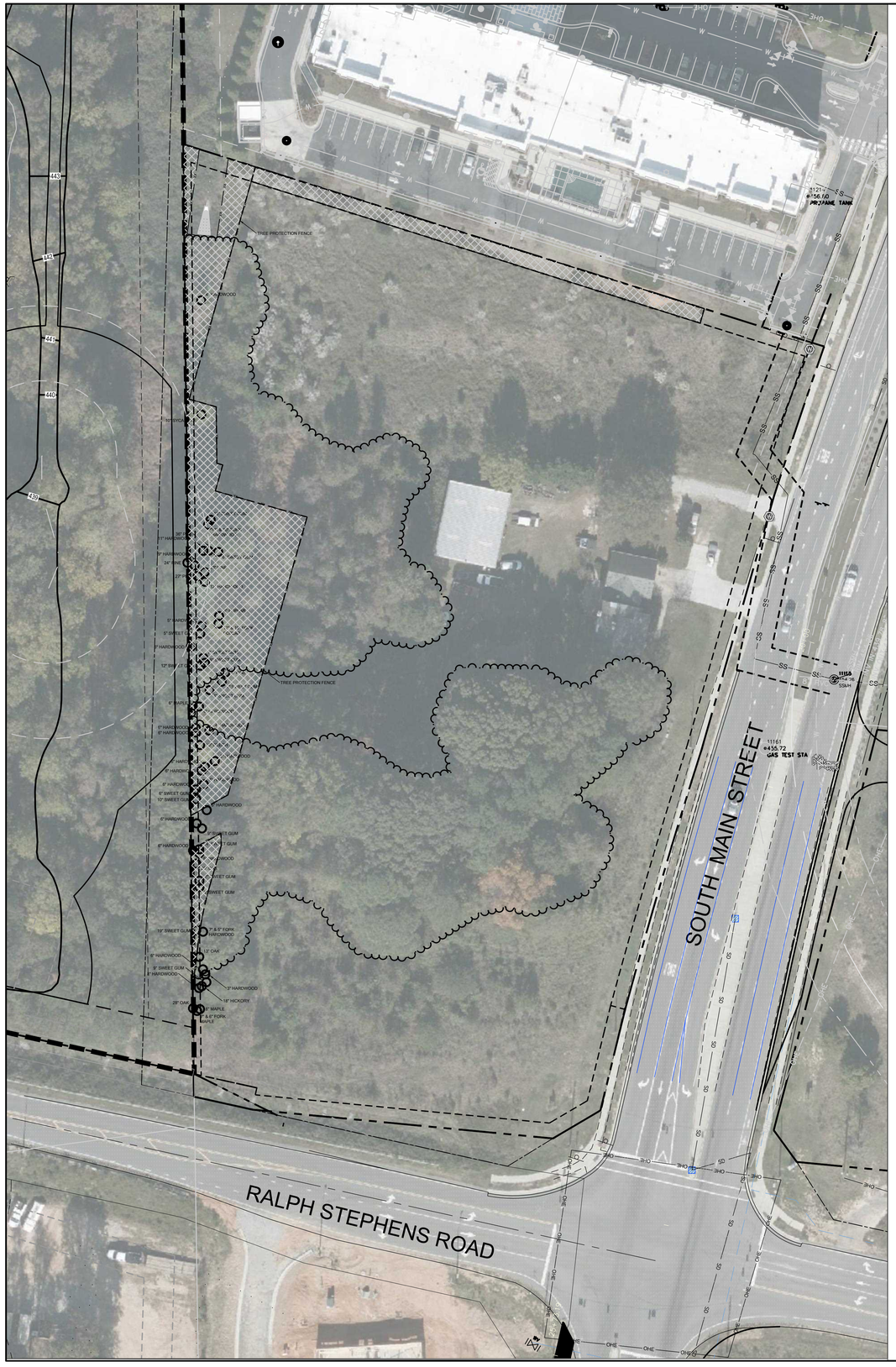
PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS:
8/28/20-PER TOHS COMMENTS
10/2/20-PER TOHS COMMENTS

LANDSCAPE PLAN
Village Gate Tract 2
South Main Street

SCALE: on drawing
DRAWN BY: JGB
PROJECT # 19200
DATE: 07-16-20
SHEET
L-3
OF 1

Z:\Projects\Eli Zabud\Village Gate\Tract 2 Medical Offices\Submittals\Tract 2 Medical Office SP8 (PMP).dwg, 9/29/2020 5:17:50 PM, AutoCAD PDF (General Documentation).pc3



NARRATIVE

THE TREE PRESERVATION AREA CONSISTS OF A MIXED AGED HARDWOOD FOREST WITH A SPECIES COMPOSITION CONSISTING PRIMARILY OF HARDWOODS AND SWEETGUM. TREES ARE GENERALLY HEALTHY AND ARE EXHIBITING NATURAL FOREST SUCCESSION PROCESS.

NO SPECIMEN TREES ARE PRESENT ON SITE.

INVENTORY DATA

AVERAGE DBH = 8.5"
PERCENT HARDWOOD COMPOSITION = 90%
EXISTING CANOPY COVERAGE= 69,363 SF (34%)

TREE PRESERVATION AREA

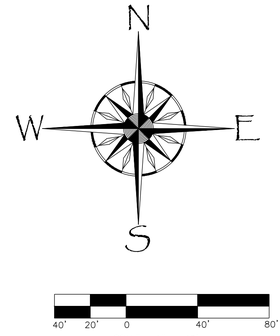
CALCULATIONS

TREE PRESERVATION MET ACROSS ALL 3 TRACTS-REFER TO 20-MAS-03:
REQUIRED (10% OF 880,227 SF): 88,022 SF (2.02 AC)
PROVIDED: 91.601 SF (2.10 AC)

TREE PRESERVATION AREA PROVIDED ON TRACT 2 = 0.44 AC (18,973 SF)

TREE INVENTORY (Tract 2)

SPECIES	No. of Trees	TREE COUNT - DBH (INCHES)	AVERAGE DBH
SWEETGUM	13	6 5 7 9 12 4 3 6 10 9 24 7 6 19 9	9.3
RED MAPLE	6	8 7 6	6.8
BEECH	10		10
HICKORY	18		18
OAK	20	13 28	20.3
POPLAR	12	10 8	10.0
HARDWOOD	11	10 11 9 12 5 6 4 6 6 4 6 6 3 6 6 4 6 6 6 6 7 5 6 8 3	6.5
PINE	36	24 20 27 8	23.0
SYCAMORE	10		10.0
		AVERAGE DBH FOR ALL TREES	8.5
		PRECENT HARDWOODS	100









TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA No. C-551 PORTFOLIO DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT Christopher D. Rutkowski 10/2/20 No. 2136

PRELIMINARY
NOT FOR CONSTRUCTION

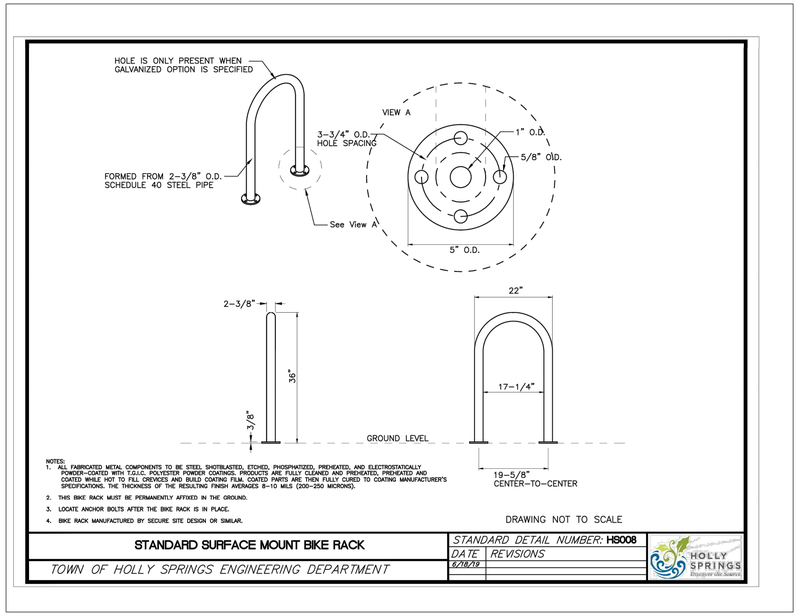
REVISIONS:
8/28/20-PER TOHS COMMENTS
10/2/20-PER TOHS COMMENTS

TREE PRESERVATION PLAN
Village Gate Tract 2
South Main Street
Holly Springs, NC

SCALE: 1"=40'
DRAWN BY: CDR
PROJECT # 19200
DATE: 7/24/20

SHEET
L-4
OF 1

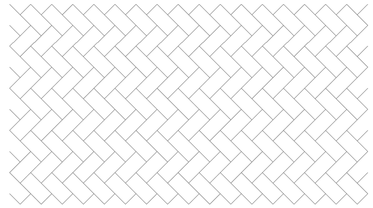
Z:\Projects\Eli Zabludv\Village Gate\Tract 2 Medical Offices\Submittals\Tract 2 Medical Office SP8 (PMP).dwg, 9/29/2020 5:17:51 PM, AutoCAD PDF (General Documentation).pc3





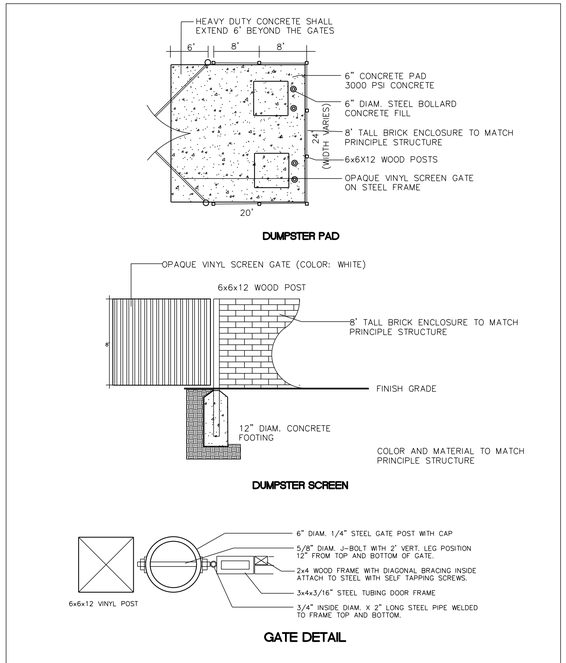
DECORATIVE PEDESTRIAN CROSSING
*ALL PEDESTRIAN CROSSINGS SHALL BE STAMPED ASPHALT, RED, IN DIAGONAL HERRINGBONE PATTERN OR SIMILAR APPROVED BY OWNER AND THE TOWN OF HOLLY SPRINGS

Stamped Asphalt Cable Stamping Patterns



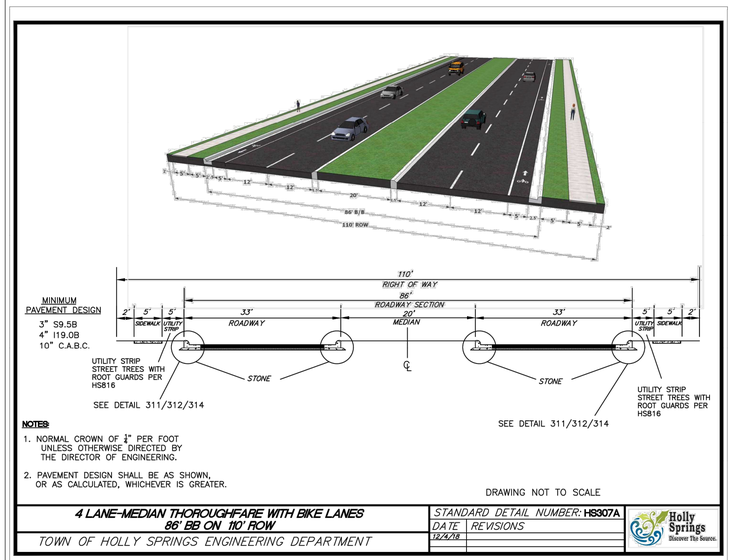
Pattern: Diagonal Herringbone
Item No: CSTA-HBD
Brick size: 9.75" x 4.75" (24.75 cm x 12.0 cm)
Cable size: .325" (.825 cm)

Pattern Paving Products
1750 Hwy 160 West
Unit 101-222
Fort Mill, SC 29708
888-434-8611 toll free
704-996-7248 direct
215-893-4827 fax
www.patternpaving.com



DUMPSTER PAD + SCREEN DETAILS - NTS

DUMPSTER PAD AND SCREEN DETAILS
SCALE: NOT TO SCALE



NOTES:
1. THIS DEVELOPMENT IS IN THE TRIASSIC BASIN. ALL ROADWAYS WILL BE REQUIRED TO MEET ALL SPECIAL DESIGN REQUIREMENTS AS OUTLINED IN THE ENGINEERING DESIGN AND CONSTRUCTION STANDARDS SECTION 3.02J.
2. PAVEMENT DESIGN WILL REQUIRE NCDOT APPROVAL. THE MOST RESTRICTIVE CROSS-SECTION BETWEEN THE MINIMUM DESIGN, CALCULATED PAVEMENT DESIGN, TRIASSIC DESIGN, AND NCDOT DESIGN WILL APPLY.





TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECTURAL DESIGN PLLC
No. C-551
DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT
10/2/20
No. 2135
Christopher D. Rurkowski

811 Know what's below. Call before you dig.

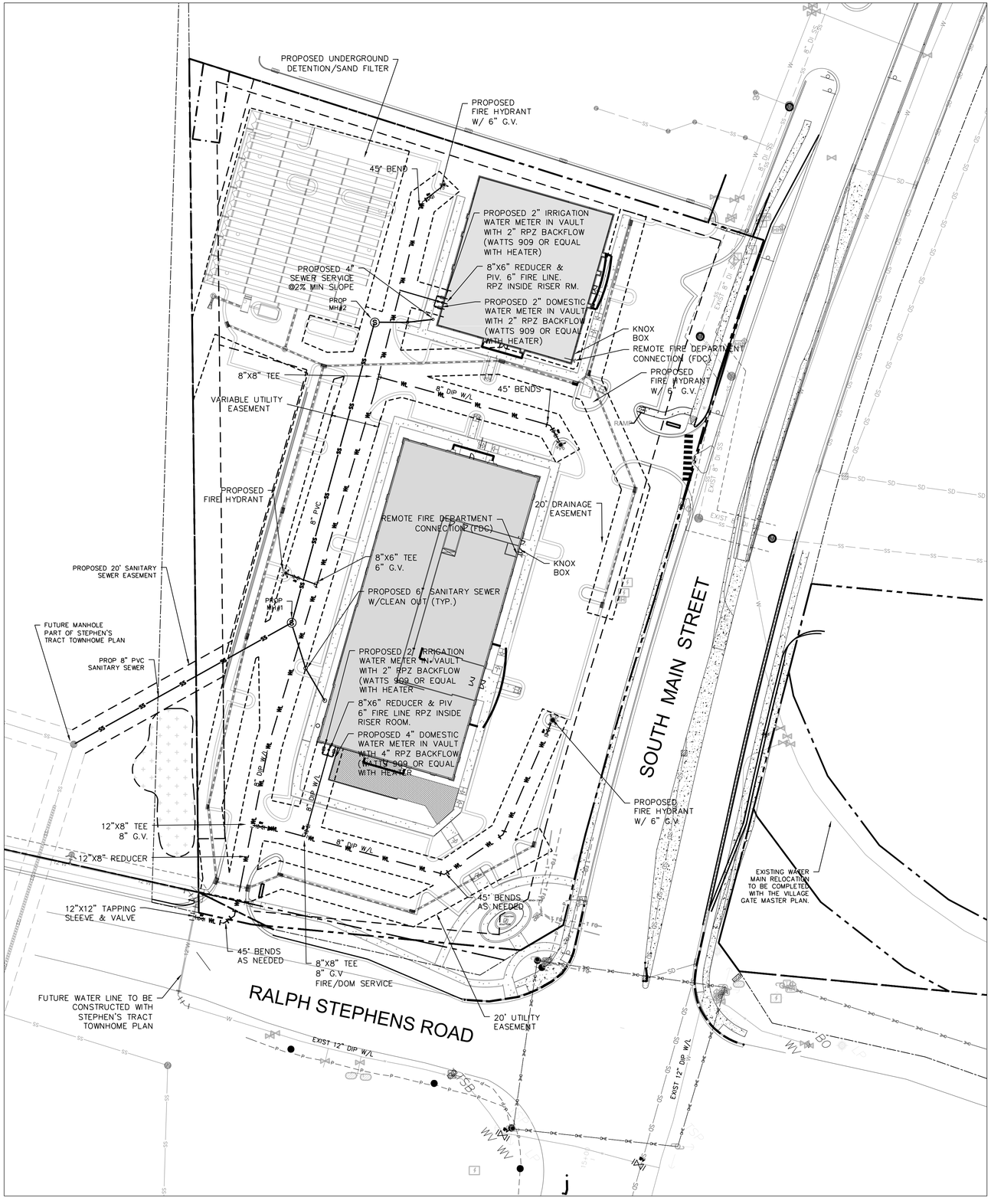
PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS:
8/28/20-PER TOHS COMMENTS
10/2/20-PER TOHS COMMENTS

DETAILS
Village Gate Tract 2
South Main Street
Holly Springs, NC

SCALE: on drawing
DRAWN BY: JGB
PROJECT # 19200
DATE: 07-16-20
SHEET L-5 OF

Z:\Projects\Eli Zabluth\Village Gate\Tract 2 Medical Offices\Submittals\Tract 2 Medical Office SPR (PMP).dwg, 9/29/2020 5:17:54 PM, AutoCAD PDF (General Documentation).pc3



GENERAL NOTES

1. INSTALL WATERMAINS WITH A COVER OF NO LESS THAN 3-FT. INSTALL WATER SERVICES WITH NO LESS THAN 18-IN OF COVER TO SUBGRADE.
2. INSTALL SEWER MAINS WITH A COVER OF NO LESS THAN 4-FT TO FINISHED GRADE UNLESS DUCTILE IRON PIPE IS USED. INSTALL SEWER SERVICES WITH NO LESS THAN 24-IN COVER TO SUBGRADE.
3. INSTALL ALL UTILITIES TO PROVIDE REQUIRED CLEARANCES AS INDICATED IN THE SPECIFICATIONS.
4. WATERLINES AND SEWER MAINS SHALL BE INSTALLED WITH A MINUMUM HORIZONTAL CLEARANCE OF 10-FT.
5. WATER AND SEWER MAINS SHALL BE INSTALLED WITH A MINIMUM VERTICAL CLEARANCE OF 24-IN TO STORM DRAINAGE PIPES.
6. COORDINATE AND SCHEDULE INSTALLATION OF ALL UTILITIES WITH OTHER PRIME CONTRACTORS, UTILITY COMPANIES AD OTHER TRADES INCLUDING BUT NOT LIMITED TO: PSNC, DUKE ENERGY, TELEPHONE AND CATV.
7. VERIFY EXISTIPNG CONDITIONS AND CONNECTION TO EXISTING UTILITIES PRIOR TO CONSTRUCTION. NOTIFY ENGINEER IF ANY DISCREPANCIES ARE DISCOVERED.
8. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES DURING CONSTRUCTION AND SHALL MAKE REPAIRS AT NO EXPENSE TO THE OWNER.
9. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE NCSBC AND OSHA REQUIREMENTS.
10. THE CONTRACTOR SHALL PROVIDE AS AS-BUILT SURVEY OF ALL UTILITY AND STORM DRAINAGE IMPROVEMENTS FOLLOWING CONSTRUCTION.
11. CONTRACTOR SHALL PHASE DEMOLITION AND NEW CONSTRUCTION TO ENSURE UNINTERRUPTED ACCESS AND UTILITY TO ADJACENT FACILITIES.
12. SEE GENERAL NOTES ON EXISTING CONDITIONS AND DEMOLITION PLAN FOR REQUIREMENTS FOR REMOVAL AND PATCHING OF PAVEMENT FOR UTILITY INSTALLATION.
13. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL LOCAL JURISDICTION STANDARDS AND SPECIFICATIONS.
14. ALL SANITARY SEWER SERVICES SHALL BE 6" PVC SCH 40 @ 1.04% MINIMUM SLOPE UNLESS INDICATED OTHERWISE. USE DUCTILE IRON WHEN COVER IS LESS THAN 24-IN.
15. SANITARY SEWER LINES SHALL BE PVC SDR-35 PER ASTM D-3034 UNLESS OTHERWISE NOTED.
16. SEWER IS TO BE OWNED AND MAINTAINED BY THE TOWN OF HOLLY SPRINGS.
17. CONTRACTOR TO PROVIDE TESTING FOR FILL ON SEWER LINES.
18. CONTRACTOR WILL NEED TO HAVE A PRE-CONSTRUCTION MEETING WITH THE TOWN OF HOLLY SPRINGS STALL PRIOR TO RELEASE OF APPROVED PERMITTED PLANS.

GENERAL CONTRACTOR

PRIOR TO BEGINNING ANY CONSTRUCTION, FIELD VERIFYING LOCATION DEPTH, TYPE, MATERIAL AND CONDITION OF ALL EXISTING UTILITIES IN CASE OF CONFLICT THE ENGINEER MUST BE NOTIFIED.

BACKFLOW DEVICE NOTE

ALL DOMESTIC AND FIRE BACKFLOW DEVICES ARE TO BE LOCATED WITHIN THE RESPECTIVE BUILDING N THE RISER ROOM. A SERVICE VALVE SHALL BE INSTALLED WITHIN THE BUILDING PRIOR TO EACH BACKFLOW DEVICE. COORDINATE EXACT LOCATIONS WITH THE PLUMBING AND FIRE PROTECTION PLANS.

LEGEND

WATER
- EXIST WATER SERVICE
- PROPOSED WATER SERVICE
- FIRE HYDRANT
- WV WATER VALVE

SEWER
- EXIST SANITARY SEWER
- PROPOSED SANITARY SEWER
- S SANITARY SEWER MANHOLE

N W E S

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

Know what's below. Call before you dig.

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 23029 CHRIS T. ALLEN 10/2/2020

ALLEN CONSULTING, PLLC
10609 OLD PINE CT
RALEIGH, NC 27613
919-669-3635
callen@allenenc.com

OVERALL UTILITY PLAN

VILLAGE GATE TRACT 2

SOUTH MAIN STREET HOLLY SPRINGS, NC

REVISIONS:

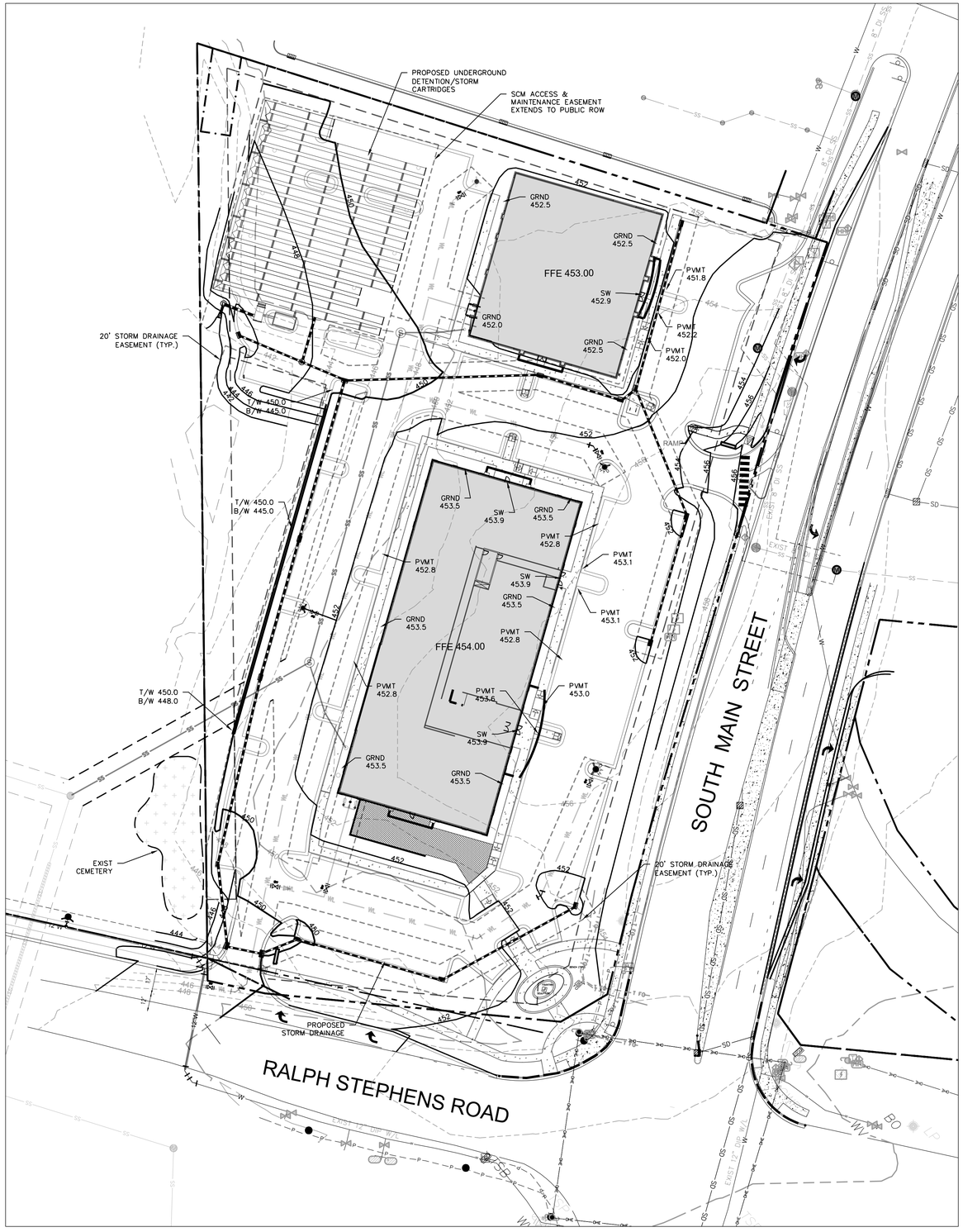
SCALE: 1"=40'

DRAWN BY: CTA

DATE: 10/2/20

PROJECT NO.

SHEET C1 OF



GENERAL NOTES

- ALL RETAINING WALLS REQUIRE A BUILDING PERMIT. WALLS GREATER THAN 4 FT IN HEIGHT WILL REQUIRE ENGINEERING DESIGN APPROVAL AT CONSTRUCTION DRAWING REVIEW AS WELL AS A BUILDING PERMIT. ENSURE THAT NO UTILITIES WILL BE IN CONFLICT WITH STRUCTURAL REINFORCEMENT OF THE WALL.

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 23029 CHRIS ALLEN 10/2/2020

ALLEN CONSULTING, PLLC
10609 OLD PINE CT
RALEIGH, NC 27613
(919) 418-1515
callen@allencm.com

OVERALL GRADING/STORM DRAINAGE

VILLAGE GATE TRACT 2

SOUTH MAIN STREET HOLLY SPRINGS, NC

- **PRELIMINARY PLANS – NOT FOR CONSTRUCTION** THIS NOTE WILL BE REMOVED UPON FINAL APPROVAL OF GOVERNMENTAL AGENCY APPROVING THE PLANS
- OWNER/DEVELOPER/SURVEYOR SHALL OBTAIN FINAL CONSTRUCTION DOCUMENTS FROM DESIGNER PRIOR TO CONSTRUCTION STAKING.
- THE CLIENT SHALL BE FULLY RESPONSIBLE FOR THE EXPLORATION AND IDENTIFICATION OF ALL SUB-SURFACE CONDITIONS ON THE SITE AND SHALL PROVIDE ANY AND ALL INFORMATION TO THE DESIGN TEAM.
- THE CLIENT/DEVELOPER SHALL FULLY REVIEW AND UNDERSTAND THE INFORMATION DEPICTED ON THESE PLANS AND SHALL APPROVE THE RELEASE OF THESE PLANS TO BE SENT OUT FOR CONSTRUCTION.

OWNER: _____ DATE: _____

- **THIS DRAWING IS THE PROPERTY OF** ALLEN CONSULTING, PLLC AND IS NOT TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART WITHOUT PERMISSION.
- IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

N W E S

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

811 Know what's below. Call before you dig.

REVISIONS:

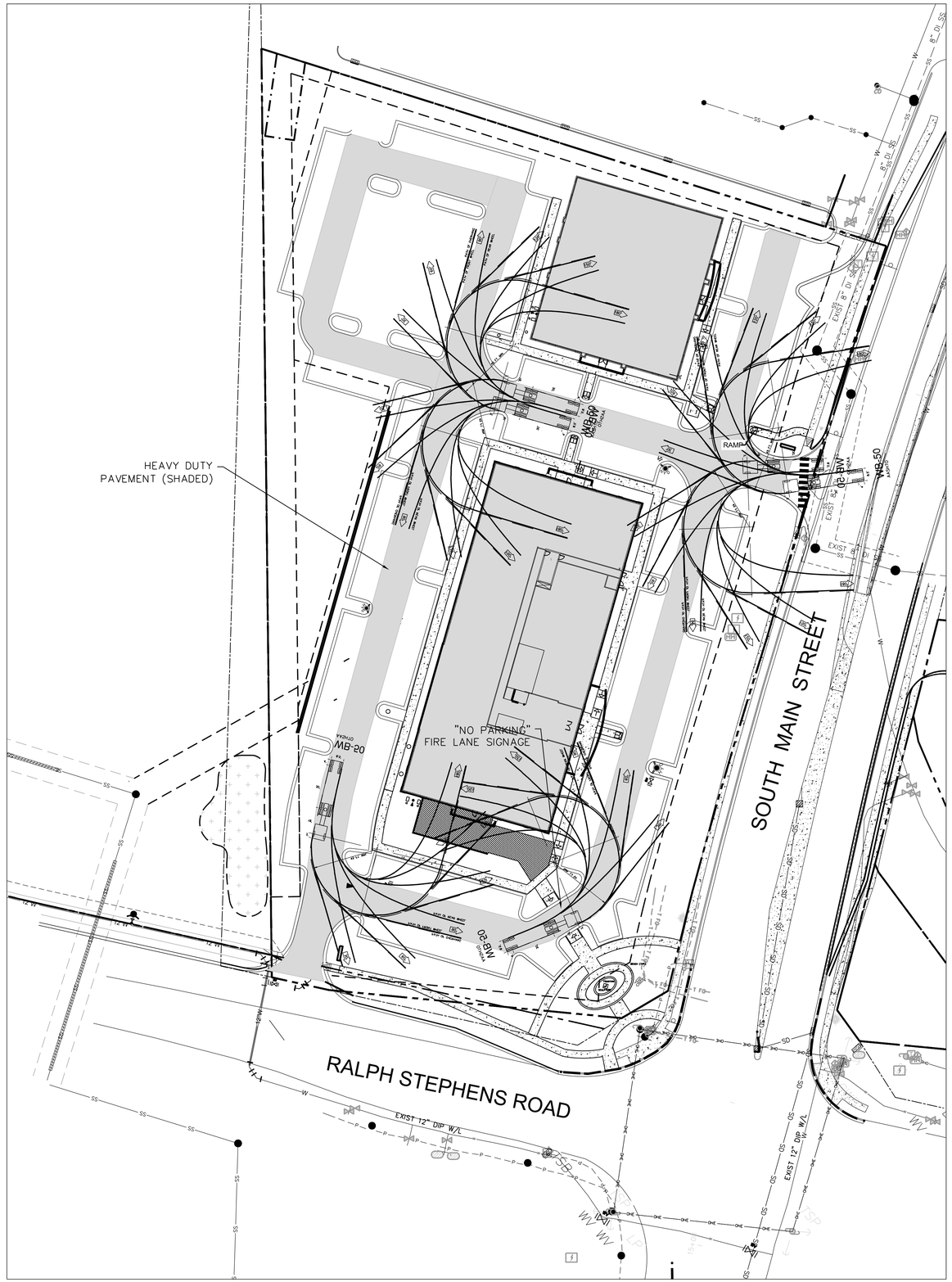
SCALE: 1"=40'

DRAWN BY: CTA

DATE: 10/2/20

PROJECT NO.

SHEET C2 OF



GENERAL NOTES

1. INSTALL WATERMAINS WITH A COVER OF NO LESS THAN 3-FT. INSTALL WATER SERVICES WITH NO LESS THAN 18-IN OF COVER TO SUBGRADE.
2. INSTALL SEWER MAINS WITH A COVER OF NO LESS THAN 4-FT TO FINISHED GRADE UNLESS DUCTILE IRON PIPE IS USED. INSTALL SEWER SERVICES WITH NO LESS THAN 24-IN COVER TO SUBGRADE.
3. INSTALL ALL UTILITIES TO PROVIDE REQUIRED CLEARANCES AS INDICATED IN THE SPECIFICATIONS.
4. WATERLINES AND SEWER MAINS SHALL BE INSTALLED WITH A MINUMUM HORIZONTAL CLEARANCE OF 10-FT.
5. WATER AND SEWER MAINS SHALL BE INSTALLED WITH A MINIMUM VERTICAL CLEARANCE OF 24-IN TO STORM DRAINAGE PIPES.
6. COORDINATE AND SCHEDULE INSTALLATION OF ALL UTILITIES WITH OTHER PRIME CONTRACTORS, UTILITY COMPANIES AD OTHER TRADES INCLUDING BUT NOT LIMITED TO: PSNC, DUKE ENERGY, TELEPHONE AND CATV.
7. VERIFY EXISTIPNG CONDITIONS AND CONNECTION TO EXISTING UTILITIES PRIOR TO CONSTRUCTION. NOTIFY ENGINEER IF ANY DISCREPANCIES ARE DISCOVERED.
8. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES DURING CONSTRUCTION AND SHALL MAKE REPAIRS AT NO EXPENSE TO THE OWNER.
9. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE NCSBC AND OSHA REQUIREMENTS.
10. THE CONTRACTOR SHALL PROVIDE AS AS-BUILT SURVEY OF ALL UTILITY AND STORM DRAINAGE IMPROVEMENTS FOLLOWING CONSTRUCTION.
11. CONTRACTOR SHALL PHASE DEMOLITION AND NEW CONSTRUCTION TO ENSURE UNINTERRUPTED ACCESS AND UTILITY TO ADJACENT FACILITIES.
12. SEE GENERAL NOTES ON EXISTING CONDITIONS AND DEMOLITION PLAN FOR REQUIREMENTS FOR REMOVAL AND PATCHING OF PAVEMENT FOR UTILITY INSTALLATION.
13. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL LOCAL JURISDICTION STANDARDS AND SPECIFICATIONS.
14. ALL SANITARY SEWER SERVICES SHALL BE 6" PVC SCH 40 @ 1.04% MINIMUM SLOPE UNLESS INDICATED OTHERWISE. USE DUCTILE IRON WHEN COVER IS LESS THAN 24-IN.
15. SANITARY SEWER LINES SHALL BE PVC SDR-35 PER ASTM D-3034 UNLESS OTHERWISE NOTED.
16. SEWER IS TO BE OWNED AND MAINTAINED BY THE TOWN OF HOLLY SPRINGS.
17. CONTRACTOR TO PROVIDE TESTING FOR FILL ON SEWER LINES.
18. CONTRACTOR WILL NEED TO HAVE A PRE-CONSTRUCTION MEETING WITH THE TOWN OF HOLLY SPRINGS STALL PRIOR TO RELEASE OF APPROVED PERMITTED PLANS.

BACKFLOW DEVICE NOTE

ALL DOMESTIC AND FIRE BACKFLOW DEVICES ARE TO BE LOCATED WITHIN THE RESPECTIVE BUILDING N THE RISER ROOM. A SERVICE VALVE SHALL BE INSTALLED WITHIN THE BUILDING PRIOR TO EACH BACKFLOW DEVICE. COORDINATE EXACT LOCATIONS WITH THE PLUMBING AND FIRE PROTECTION PLANS.

LEGEND

WATER
- EXIST WATER SERVICE
- PROPOSED WATER SERVICE
- FIRE HYDRANT
- WV WATER VALVE

SEWER
- EXIST SANITARY SEWER
- PROPOSED SANITARY SEWER
- S SANITARY SEWER MANHOLE

N W E S

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

Know what's below. Call before you dig.

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 23029 CHRIS ALLEN 10/2/2020

ALLEN CONSULTING, PLLC
10609 OLD PINE CT
RALEIGH, NC 27613
919-669-3635
callen@allencm.com

FIRE MARKING/PAVEMENT PLAN

VILLAGE GATE TRACT 2
SOUTH MAIN STREET HOLLY SPRINGS, NC

REVISIONS:

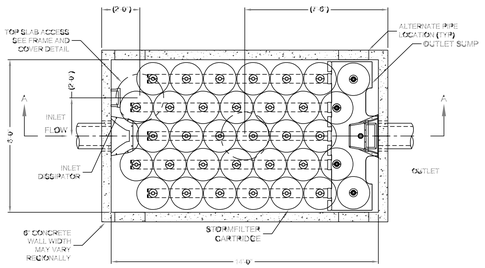
SCALE: 1"=40'

DRAWN BY: CTA

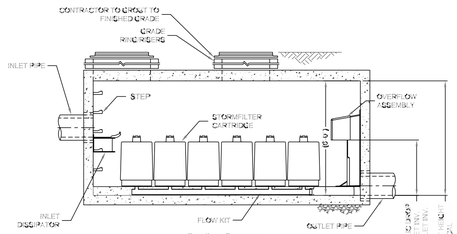
DATE: 10/2/20

PROJECT NO.

SHEET C2A OF



PLAN VIEW
VAULT STYLE: OUTLET SUMP (NIB)



SECTION A-A

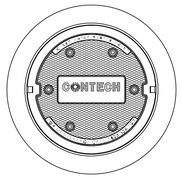
STORMFILTER DESIGN NOTES

STORMFILTER TREATMENT CAPACITY IS A FUNCTION OF THE CARTRIDGE SELECTION AND THE NUMBER OF CARTRIDGES. THE STANDARD VAULT STYLE IS SHOWN WITH THE MAXIMUM NUMBER OF CARTRIDGES (34). VAULT STYLE OPTIONS INCLUDE: INLET BAY (PX), INLET BAY/OUTLET BAY (PZ), OUTLET BAY (PO), INLET BAY WALL HEIGHT BAFFLE (PD), WALL HEIGHT BAFFLE WALL (PS).
STORMFILTER 6X14 PEAK HYDRAULIC CAPACITY IS 7.8 CFS. IF THE SITE CONDITIONS EXCEED 7.8 CFS AN UPSTREAM BYPASS STRUCTURE IS REQUIRED.

CARTRIDGE SELECTION

CARTRIDGE HEIGHT	27"			18"			LOW DROP 18"		
RECOMMENDED HYDRAULIC DROP (ft)	3.90			2.3			1.8		
SPECIFIC FLOW RATE (gpm/sf)	2 gpm/sf	1.67 gpm/sf	1 gpm/sf	2 gpm/sf	1.67 gpm/sf	1 gpm/sf	2 gpm/sf	1.67 gpm/sf	1 gpm/sf
CARTRIDGE FLOW RATE (gpm)	22.5	18.79	11.25	15	12.55	7.5	10	8.36	5

* 1.67 gpm/sf SPECIFIC FLOW RATE IS ARRIVED WITH PHOSPHOSORB® (PSORB) MEDIA ONLY



FRAME AND COVER
(DIAMETER VARIES)
N.T.S.

SITE SPECIFIC DATA REQUIREMENTS

STRUCTURE ID	*
WATER QUALITY FLOW RATE (cfs)	*
PEAK FLOW RATE (cfs)	*
RETURN PERIOD OF PEAK FLOW (yrs)	*
CARTRIDGE HEIGHT (27", 18", LOW DROP(LD))	*
NUMBER OF CARTRIDGES REQUIRED	*
CARTRIDGE FLOW RATE	*
MEDIA TYPE (PERLITE, PSORB)	*

PIPE DATA	I.E.	MATERIAL	DIAMETER
INLET PIPE 1	*	*	*
INLET PIPE 2	*	*	*
OUTLET PIPE	*	*	*

UPSTREAM RIM ELEVATION	*
DOWNSTREAM RIM ELEVATION	*

ANTI-FLOTATION BALLAST	WIDTH	HEIGHT
	*	*

NOTES/SPECIAL REQUIREMENTS:

* PER ENGINEER OF RECORD

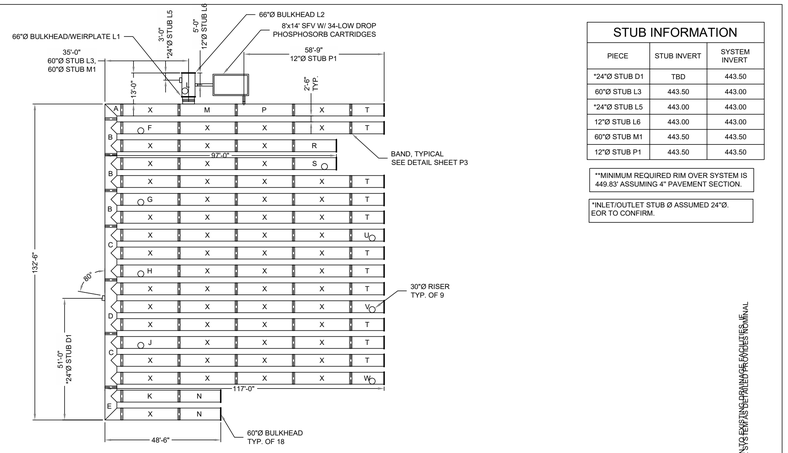
GENERAL NOTES
1. CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
2. DIMENSIONS MARKED WITH (') ARE REFERENCE DIMENSIONS. ACTUAL DIMENSIONS MAY VARY.
3. FOR SITE SPECIFIC DRAWING WITH DETAILED VAULT DIMENSIONS AND WEIGHTS, PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE. www.conteches.com
4. STORMFILTER WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING.
5. STRUCTURE SHALL MEET AASHTO HS20 LOAD RATING, ASSUMING EARTH COVER OF 0' - 5' AND GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION. IF STRUCTURES SHALL MEET AASHTO H20 AND BE CAST WITH THE CONTECH LOGO.
6. FILTER CARTRIDGES SHALL BE MEDIA-FILLED, PASSIVE, SIPHON ACTUATED, RADIAL FLOW, AND SELF CLEANING. RADIAL MEDIA DEPTH SHALL BE 7 INCHES. FILTER MEDIA CONTACT TIME SHALL BE AT LEAST 38 SECONDS.
7. SPECIFIC FLOW RATE IS EQUAL TO THE FILTER TREATMENT CAPACITY (gpm) DIVIDED BY THE FILTER CONTACT SURFACE AREA (sq ft).
8. STORMFILTER STRUCTURE SHALL BE PRECAST CONFORMING TO ASTM C-857 AND AASHTO LOAD FACTOR DESIGN METHOD.

INSTALLATION NOTES
A. ANY SUBGRADE BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
B. CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE STORMFILTER VAULT (LIFTING CONFIGURATION PROVIDED).
C. CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL VAULT SECTIONS AND ASSEMBLE VAULT.
D. CONTRACTOR TO PROVIDE, INSTALL AND GROUT PIPING. MATCH OUTLET PIPE INVERT WITH OUTLET BAY FLOOR.
E. CONTRACTOR TO TAKE APPROPRIATE MEASURES TO PROTECT CARTRIDGES FROM CONSTRUCTION RELATED RUNOFF.

CONTECH ENGINEERED SOLUTIONS LLC
www.conteches.com
9025 Centre Pointe Dr., Suite 400, West Chester, OH 45069
800-338-1122 513-645-7000 513-645-7993 FAX

SF0814
STORMFILTER
STANDARD DETAIL

EXACT LOCATION AND ORIENTATION



STUB INFORMATION		
PIECE	STUB INVERT	SYSTEM INVERT
*24"Ø STUB D1	TBD	443.50
60"Ø STUB L3	443.50	443.00
*24"Ø STUB L5	443.00	443.00
12"Ø STUB L6	443.00	443.00
60"Ø STUB M1	443.50	443.50
12"Ø STUB P1	443.50	443.50

**MINIMUM REQUIRED RIM OVER SYSTEM IS 449.83' ASSUMING 4" PAVEMENT SECTION.

*INLET/OUTLET STUB Ø ASSUMED 24"Ø. EOR TO CONFIRM.

ASSEMBLY
SCALE: 1" = 30'

60"Ø PIPE INV. = 443.50'±
66"Ø PIPE INV. = 443.00'±

PIPE STORAGE: 38,779 CF
LOADING: H20

NOTES
- ALL RISER AND STUB DIMENSIONS ARE TO CENTERLINE.
- ALL ELEVATIONS, DIMENSIONS, AND LOCATIONS OF RISERS AND INLETS, SHALL BE VERIFIED BY THE ENGINEER OF RECORD (EOR) PRIOR TO RELEASING FOR FABRICATION.
- ALL FITTINGS AND REINFORCEMENT COMPLY WITH ASTM A998.
- ALL RISERS AND STUBS ARE 22½" x 4" CORRUGATION AND 16 GAGE UNLESS OTHERWISE NOTED.
- RISERS TO BE FIELD TRIMMED TO GRADE AS REQUIRED, BY CONTRACTOR.
- QUANTITY OF PIPE SHOWN DOES NOT PROVIDE EXTRA PIPE FOR CONNECTING THE SYSTEM TO INLET/OUTLET STRUCTURES. ADDITIONAL PIPE IS NEEDED IT IS THE RESPONSIBILITY OF THE CONTRACTOR. ALL ACCESS CASTINGS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND ARE NOT SUPPLIED BY CONTECH.

THE UNDERSIGNED HEREBY APPROVES THE ATTACHED (6) PAGES INCLUDING THE FOLLOWING:

- **PIPE STORAGE = 38,779 CF**
- **MAINLINE PIPE GAGE = 14**
- **WALL TYPE = SOLID**
- **DIAMETER = 60", 66"**
- **FINISH = ALT2**
- **CORRUGATION = 68x1**

CUSTOMER _____ DATE _____

The design and information shown on this drawing is provided as a service to the project owner, engineer and contractor by CONTECH ENGINEERED SOLUTIONS LLC.
This drawing, nor any part thereof, may be used, reproduced or modified in any manner without the prior written consent of CONTECH.
CONTECH expressly disclaims any liability or responsibility for such use.
If discrepancies between the supplied information upon which this drawing is based and actual field conditions are encountered as the site work progresses, these discrepancies must be reported to CONTECH immediately for re-evaluation of the design. CONTECH also expressly disclaims responsibility for incorrect, incomplete or inaccurate information supplied by others.

MARK	DATE	REVISION DESCRIPTION	BY

CONTECH ENGINEERED SOLUTIONS LLC
www.ContechES.com
7096 Ridge Road, Hanover, MD 21076
866-376-8538 FAX

CONTECH CMP DETENTION SYSTEMS
CONTECH PROPOSAL DRAWING

60"Ø, 66"Ø UNDERGROUND DETENTION SYSTEM - 652009-020
VILLAGE GATE TRACT 2
HOLLY SPRINGS, NC
SITE DESIGNATION: UDS

PROJECT No.	SEQ. No.	DATE
652009	020	8/24/2020
DESIGNED: JMR	DRAWN: JMR	
CHECKED:	APPROVED:	
SHEET NO.: P1	OF 6	

I:\ENGINEERING\652009\020\652009-020-SAF-DETAILS.DWG 8/20/2020 3:29 AM

CONTECH ENGINEERED SOLUTIONS

Determining Number of Cartridges for Volume-Based Design in NC

Design Engineer:	JMR	Blue Cells = Input
Date	8/25/2020	Black Cells = Calculation
Site Information		
Project Name	Village Gate Tract 2	
Project State	NC	
Project Location	Holly Springs	
Drainage Area, Ad	4.72 ac	
Impervious Area, Ai	3.45 ac	
Pervious Area, Ap	1.27	
% Impervious	73%	
Runoff Coefficient, Rv	0.71	=0.05+0.9*(Ai/Ad)
Water Quality Volume Calculations		
Design storm rainfall depth, Rd	1.0 in	
Water quality volume, WQV	12113.5 ft3	=Ad*Rv*Rd*(43560/12)
Storage Component Calculations		
Capture 75% of WQV	9085.1 ft3	=0.75*WQV
Pretreatment credit (estimated or calculated), %pre	30%	
Mass loading calculations		
Mean Annual Rainfall, P	46 in	
Agency required % removal	85%	
Percent Runoff Capture (% capture)	90%	
Mean Annual Runoff,Vt	502,042 ft3	=P*Ad*Rv*(43560/12)*%capture
Event Mean Concentration of Pollutant, EMC	70.0 mg/l (Suggestion: Use 60 for residential, 70 for Commercial, 100 for Industrial)	
Annual Mass Load, Mtotal	2192.58 lbs	=EMC*Vt*(28.3)*(0.000001)*(2.2046)
Filter System		
Filtration brand	StormFilter	
Cartridge height	LD 18 in	
Cartridge Quantity Calculation		
Mass removed by pretreatment system, Mpre	658 lbs	=Mtotal * %removal
Mass load to filters after pretreatment, Mpass1	1535 lbs	=Mtotal - Mpre
Estimate the required filter efficiency, Efilter	79%	=1+(%removal - 1)/(1 - %pre)
Mass to be captured by filters, Mfilter	1206 lbs	=Mpass1 * Efilter
Maximum Cartridge Flow rate, Qcart	7.5 gpm	=q * (7.5 ft2/cartridge)
Mass load per cartridge, Mcart (lbs)	36 lbs	=lookup mass load per cartridge
Number of Cartridges required, Nmass	34	=ROUNDUP(Mfilter/Mcart,0)
Maximum Treatment Capacity	0.57	=Nmass*(Qcart/449)

SUMMARY

Maximum Treatment Flow Rate, cfs	0.57
Cartridge Flow Rate, gpm	7.5
Number of Cartridges	34

Target Pollutant(s):	N & P
Media:	Phosphosorb

Know what's below. Call before you dig.

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 23029 CHRIS ALLEN 10/2/2020
ALLEN CONSULTING, PLLC
10609 OLD PINE CT
RALEIGH, NC 27613
919-669-3635
callen@allenctm.com

UNDERGROUND DETENTION/STORM FILTER

VILLAGE GATE TRACT 2
SOUTH MAIN STREET, HOLLY SPRINGS NC

REVISIONS:

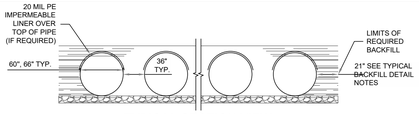
SCALE:

DRAWN BY: CTA

DATE: 10/2/20

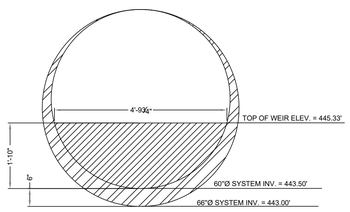
PROJECT NO.

SHEET C3 OF

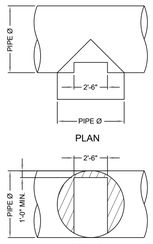


TYPICAL SECTION VIEW
NOT TO SCALE

NOTE: IF SALTING AGENTS FOR SNOW AND ICE REMOVAL ARE USED ON OR NEAR THE SURROUNDING ENVIRONMENT OVER A PERIOD OF TIME. PLEASE REFER TO THE GEOMEMBRANE LINER IS INTENDED TO HELP PROTECT THE SYSTEM FROM THE POTENTIAL ADVERSE EFFECTS THAT MAY RESULT FROM A CHANGE IN THE PROJECT, A GEOMEMBRANE BARRIER IS RECOMMENDED WITH THE SYSTEM. THE CORRUGATED METAL PIPE DETENTION DESIGN GUIDE FOR ADDITIONAL INFORMATION.

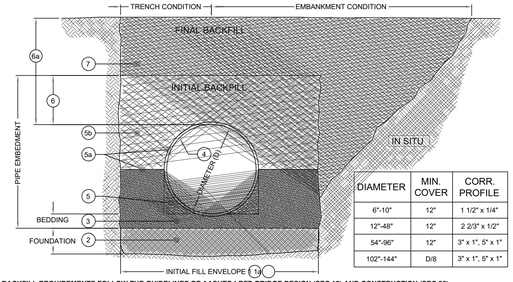


BULKHEAD/WEIRPLATE D1 DETAIL
SCALE: 1"=2'



48"Ø to 90"Ø FITTING REINFORCEMENT MAY BE REQUIRED BASED ON HEIGHT OF COVER AND LIVE LOAD CONDITION

TYPICAL MANWAY DETAIL
NOT TO SCALE



DIAMETER	MIN. COVER	CORR. PROFILE
6'-10"	12"	1 1/2" x 1/4"
12"-48"	12"	2 2/3" x 1/2"
54"-96"	12"	3" x 1", 5" x 1"
102"-144"	D/8	3" x 1", 5" x 1"

BACKFILL REQUIREMENTS FOLLOW THE GUIDELINES OF AASHTO LRFD BRIDGE DESIGN (SEC 12) AND CONSTRUCTION (SEC 26)

1 MINIMUM TRENCH WIDTH MUST ALLOW ROOM FOR PROPER COMPACTION OF HAUNCH MATERIALS UNDER THE PIPE.
THE MINIMUM TRENCH WIDTH (12.6.6.1):
PIPE ≤ 12": D + 16"
PIPE > 12": 1.5D + 12"

1a MINIMUM EMBANKMENT WIDTH (IN FEET) FOR INITIAL FILL ENVELOPE (12.6.6.2):
PIPE < 24": 3.0D
PIPE 24" - 144": D + 4'0"
PIPE > 144": D + 10'0"

2 THE FOUNDATION UNDER THE PIPE AND SIDE BACKFILL SHALL BE ADEQUATE TO SUPPORT THE LOADS ACTING UPON IT (26.5.2).

3 BEDDING MATERIAL SHALL BE A RELATIVELY LOOSE MATERIAL THAT IS ROUGHLY SHAPED TO FIT THE BOTTOM OF THE PIPE FROM SPRINGLINE OF PPE TO 4"-6" BELOW BOTTOM OF PIPE.

4 CORRUGATED STEEL PIPE (CSP / HEL-COR).

5 HAUNCH ZONE MATERIAL SHALL BE HAND SHOVELED OR SHOVEL SLICED INTO PLACE TO ALLOW FOR PROPER COMPACTION (26.5.4).

5a GEOTEXTILE SHALL BE USED IF REQUIRED BY ENGINEER TO PREVENT SOIL MIGRATION INTO VARYING SOIL TYPES.

5b BACKFILL PLACED ABOVE SPRINGLINE TO MEET AASHTO 145, A-1, A-2 OR A-3 CLASSIFICATION, OR APPROVED EQUAL, COMPACTED TO 90% STANDARD PROCTOR (T 99). MAXIMUM PARTICLE SIZE NOT TO EXCEED 3" (12.4.1.2). ALL LIFTS PLACED IN A CONTROLLED MANNER. IT IS RECOMMENDED THAT LIFTS NOT EXCEED AN 8" UNCOMPACTED LIFT HEIGHT TO PREVENT UNEVEN LOADING, AND THE LESSER OF 1/3 THE DIAMETER OR 24" AS THE MAXIMUM DIFFERENTIAL SIDE-TO-SIDE (26.5.4).

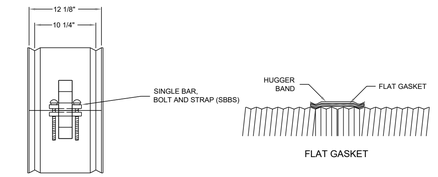
6 INITIAL BACKFILL ABOVE PIPE MAY INCLUDE ROAD BASE MATERIAL (AND RIGID PAVEMENT IF APPLICABLE). SEE TABLE ABOVE.

6a TOTAL HEIGHT OF COMPACTED COVER FOR CONVENTIONAL HIGHWAY LOADS IS MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TOP OF RIGID PAVEMENT (12.6.6.3).

7 FINAL BACKFILL MATERIAL SELECTION AND COMPACTION REQUIREMENTS SHALL FOLLOW THE PROJECT PLANS AND SPECIFICATIONS PER THE ENGINEER OF RECORD (26.5.4.1).

NOTES:
· FOR MULTIPLE BARREL INSTALLATIONS THE RECOMMENDED STANDARD SPACING BETWEEN PARALLEL PIPE RUNS SHALL BE PIPE DIA./2 BUT NO LESS THAN 12", OR 36" FOR PIPE DIAMETERS 72" AND LARGER. CONTACT YOUR CONTECH REPRESENTATIVE FOR NONSTANDARD SPACING (TABLE C12.6.7-1).

TYPICAL NORTH CAROLINA BACKFILL DETAIL
NOT TO SCALE



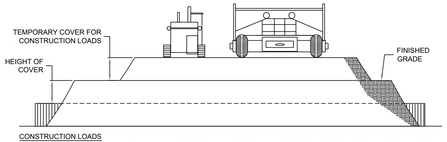
CONNECTION DETAIL
(SBBS)

2 2/3"x1/2" RE-ROLLED END HEL-COR PIPE

GENERAL NOTES:

1. JOINT IS TO BE ASSEMBLED PER AASHTO BRIDGE CONSTRUCTION SPECIFICATION SEC 26.4.2.4.
2. BAND MATERIALS AND/OR COATING CAN VARY BY LOCATION. CONTACT YOUR CONTECH REPRESENTATIVE FOR AVAILABILITY.
3. BANDS ARE SHAPED TO MATCH THE PIPE-ARCH WHEN APPLICABLE.
4. BANDS ARE NORMALLY FURNISHED AS FOLLOWS:
   · 12" THRU 48" 1-PIECE
   · 54" THRU 96" 2-PIECES
   · 102" THRU 144" 3-PIECES
5. BAND FASTENERS ARE ATTACHED WITH SPOT WELDS, RIVETS OR HAND WELDS.
6. ALL CMP IS REROLLED TO HAVE ANNULAR END CORRUGATIONS OF 2 2/3"x1/2"
7. DIMENSIONS ARE SUBJECT TO MANUFACTURING TOLERANCES.
8. ORDER SHALL DESIGNATE GASKET OPTION, IF REQUIRED (SEE DETAILS ABOVE).

H-12 HUGGER BAND DETAIL
NOT TO SCALE

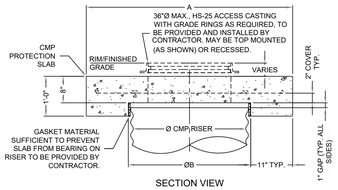


CONSTRUCTION LOADS
FOR TEMPORARY CONSTRUCTION VEHICLE LOADS, AN EXTRA AMOUNT OF COMPACTED COVER MAY BE REQUIRED OVER THE TOP OF THE PIPE. THE HEIGHT-OF-COVER SHALL MEET THE MINIMUM REQUIREMENTS SHOWN IN THE TABLE BELOW. THE USE OF HEAVY CONSTRUCTION EQUIPMENT NECESSITATES GREATER PROTECTION FOR THE PIPE THAN FINISHED GRADE COVER MINIMUMS FOR NORMAL HIGHWAY TRAFFIC.

PIPE SPAN, INCHES	AXLE LOADS (kips)			
	18-50	50-75	75-110	110-150
	MINIMUM COVER (FT)			
12-42	2.0	2.5	3.0	3.0
48-72	3.0	3.0	3.5	4.0
78-120	3.0	3.5	4.0	4.0
126-144	3.5	4.0	4.5	4.5

*MINIMUM COVER MAY VARY, DEPENDING ON LOCAL CONDITIONS. THE CONTRACTOR MUST PROVIDE THE ADDITIONAL COVER REQUIRED TO AVOID DAMAGE TO THE PIPE. MINIMUM COVER IS MEASURED FROM THE TOP OF THE PIPE TO THE TOP OF THE MAINTAINED CONSTRUCTION ROADWAY SURFACE.

CONSTRUCTION LOADING DIAGRAM
NOT TO SCALE

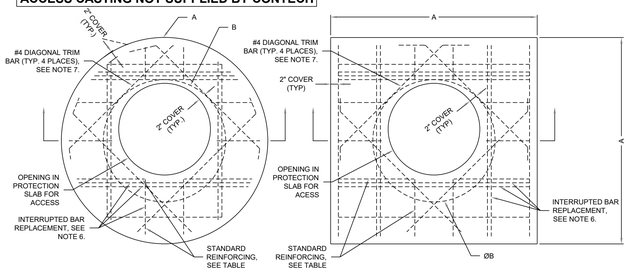


SECTION VIEW

REINFORCING TABLE				
Ø CMP RISER	A	B	Ø REINFORCING	**BEARING PRESSURE (PSF)
24"	4'Ø 4'x4'	26"	#5 @ 10" OCEW #5 @ 10" OCEW	2,540 1,900
30"	4'-6"Ø 4'-6" x 4'-6"	32"	#5 @ 10" OCEW #5 @ 9" OCEW	2,260 1,670
36"	5'Ø 5' x 5'	38"	#5 @ 9" OCEW #5 @ 8" OCEW	2,060 1,500
42"	5'-6"Ø 5'-6" x 5'-6"	44"	#5 @ 8" OCEW #5 @ 8" OCEW	1,490 1,370
48"	6'Ø 6' x 6'	50"	#5 @ 7" OCEW #5 @ 7" OCEW	1,210 1,270

** ASSUMED SOIL BEARING CAPACITY

ACCESS CASTING NOT SUPPLIED BY CONTECH



ROUND OPTION PLAN VIEW

SQUARE OPTION PLAN VIEW

NOTES:

1. DESIGN IN ACCORDANCE WITH AASHTO, 17th EDITION AND ACI 350.
2. DESIGN LOAD H\$25.
3. EARTH COVER = 1' MAX.
4. CONCRETE STRENGTH = 4,000 psi
5. REINFORCING STEEL = ASTM A615, GRADE 60.
6. PROVIDE ADDITIONAL REINFORCING AROUND OPENINGS EQUAL TO THE BARS INTERRUPTED, HALF EACH SIDE. ADDITIONAL BARS TO BE IN THE SAME PLANE.
7. TRIM OPENING WITH DIAGONAL #4 BARS, EXTEND BARS A MINIMUM OF 12" BEYOND OPENING, BEND BARS AS REQUIRED TO MAINTAIN BAR COVER.
8. PROTECTION SLAB AND ALL MATERIALS TO BE PROVIDED AND INSTALLED BY CONTRACTOR.
9. DETAIL DESIGN BY DELTA ENGINEERS, ARCHITECTS AND LAND SURVEYORS, ENDWELL, NY.

MANHOLE CAP DETAIL
NOT TO SCALE

SPECIFICATION FOR CORRUGATED STEEL PIPE-ALUMINIZED TYPE 2 STEEL

SCOPE

THIS SPECIFICATION COVERS THE MANUFACTURE AND INSTALLATION OF THE CORRUGATED STEEL PIPE (CSP) DETAILED IN THE PROJECT PLANS.

MATERIAL

THE ALUMINIZED TYPE 2 STEEL COILS SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF AASHTO M274 OR ASTM A929.

PIPE

THE CSP SHALL BE MANUFACTURED IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF AASHTO M36 OR ASTM A760. THE PIPE SIZES, GAGES AND CORRUGATIONS SHALL BE AS SHOWN ON THE PROJECT PLANS.

ALL FABRICATION OF THE PRODUCT SHALL OCCUR WITHIN THE UNITED STATES.

HANDLING AND ASSEMBLY

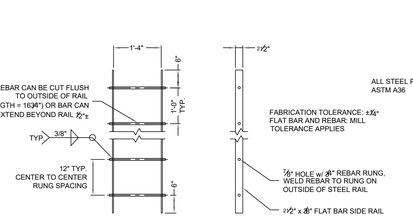
SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS OF THE NATIONAL CORRUGATED STEEL PIPE ASSOCIATION (NCSPA)

INSTALLATION

SHALL BE IN ACCORDANCE WITH AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES, SECTION 26, DIVISION II OR ASTM A798 AND IN CONFORMANCE WITH THE PROJECT PLANS AND SPECIFICATIONS. IF THERE ARE ANY INCONSISTENCIES OR CONFLICTS THE CONTRACTOR SHOULD DISCUSS AND RESOLVE WITH THE SITE ENGINEER.

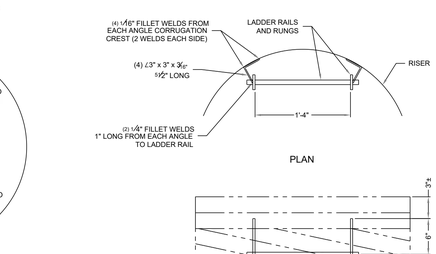
IT IS ALWAYS THE RESPONSIBILITY OF THE CONTRACTOR TO FOLLOW OSHA GUIDELINES FOR SAFE PRACTICES.

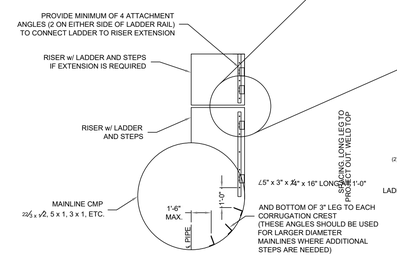
MATERIAL SPECIFICATION
NOT TO SCALE



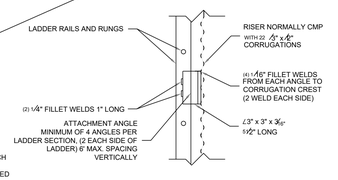
NOTES:
1. LADDERS CAN BE MADE IN 20'-0" STANDARD LENGTHS AND CUT TO FIT
2. ALL MATERIAL TO MEET ASTM A36
3. LADDER TO BE HOT DIPPED GALVANIZED PER ASTM A-123 AFTER FABRICATION IS COMPLETE

STANDARD LADDER DETAIL
NOT TO SCALE
PART NO. HALAGVL16



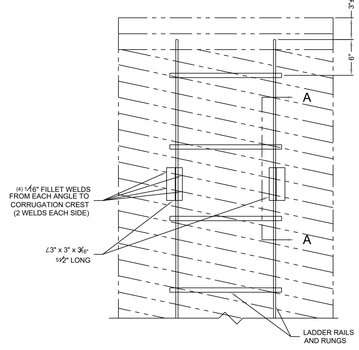


NOTE:
THIS DRAWING IS INTENDED TO APPLY TO LADDERS INSTALLED IN RISERS HAVING A DIAMETER OF 30" OR LARGER. DUE TO SPACE CONSTRAINTS AND LIMITED ACCESSIBILITY, THE PRACTICALITY AND SUITABILITY OF UTILIZING RISERS SMALLER THAN 30" DIAMETER AND/OR INCORPORATING LADDERS IN THESE SMALLER DIAMETER RISERS SHOULD BE ADDRESSED BY THE OWNER AND PROJECT ENGINEER



SECTION A-A

PLAN



ELEVATION

RISER LADDER DETAIL
NOT TO SCALE

The design and information shown on this drawing is provided as a service to the project owner, engineer and contractor by CONTECH ENGINEERED SOLUTIONS LLC. Contech expressly disclaims any liability or responsibility for such use. If discrepancies between the supplied information upon which the drawing is based and actual field conditions are encountered as site work progresses, these discrepancies must be reported to Contech immediately for re-evaluation of the design. Contech accepts no liability for designs based on missing, incomplete or inaccurate information supplied by others.

MARK	DATE	REVISION DESCRIPTION	BY

CONTECH ENGINEERED SOLUTIONS LLC
www.ContechES.com
7037 Ridge Road, Hanover, MD 21076
866-376-8510 FAX

CONTECH CMP DETENTION SYSTEMS
CONTECH PROPOSAL DRAWING

60"Ø, 66"Ø UNDERGROUND DETENTION SYSTEM - 652009-020
VILLAGE GATE TRACT 2
HOLLY SPRINGS, NC
SITE DESIGNATION: UDS

PROJECT No.:	SEQ. No.:	DATE:
652009	020	7/14/2020
DESIGNED: JMR	DRAWN: JMR	
CHECKED:	APPROVED:	
SHEET NO: P2	OF 6	

PROJECT No.:	SEQ. No.:	DATE:
652009	020	7/14/2020
DESIGNED: JMR	DRAWN: JMR	
CHECKED:	APPROVED:	
SHEET NO: P3	OF 6	

PROJECT No.:	SEQ. No.:	DATE:
652009	020	7/14/2020
DESIGNED: JMR	DRAWN: JMR	
CHECKED:	APPROVED:	
SHEET NO: P4	OF 6	

PROJECT No.:	SEQ. No.:	DATE:
652009	020	7/14/2020
DESIGNED: JMR	DRAWN: JMR	
CHECKED:	APPROVED:	
SHEET NO: P5	OF 6	

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 23029 CHRISTOPHER T. ALLEN
10/2/2020

ALLEN CONSULTING, PLLC
10609 OLD PINE CT
RALEIGH, NC 27613
919-669-3635
callen@allencm.com

UNDERGROUND DETENTION/STORM FILTER

VILLAGE GATE TRACT 2
SOUTH MAIN STREET, HOLLY SPRINGS NC

REVISIONS:

SCALE:

DRAWN BY: CTA

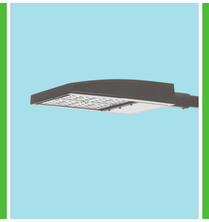
DATE: 10/2/20

PROJECT NO.

SHEET C4 OF

Outdoor Lighting

Shoebox LED



The energy-efficient Shoebox LED combines a decorative, contemporary style with versatility and ample lighting effect that is perfect for streets, parking lots, commercial buildings and residential communities. The Shoebox LED provides excellent color rendition along with a controlled light pattern that reduces glare and keeps the light directed only where you want it. Available in black, dark bronze, gray or white with one to four fixtures per pole.

LED *(Light Emitting Diode)*	150, 220, 420, 530 watts
Mounting heights	25', 30', 35'
Colors	Black Bronze Gray White
Poles	Fiberglass *(1 or 2 fixtures per pole)* Decorative tapered metal Decorative square metal

Note: 35' pole available in black or bronze only.

For additional information, visit us at **duke-energy.com/OutdoorLighting** or call us toll free at **866.769.6417**.

DUKE ENERGY. PROGRESS

BUILDING A SMARTER ENERGY FUTURE®

Outdoor Lighting

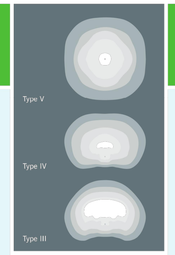
Shoebox LED

Light source: LED *(white)*

Replacement for:* LED Wattage 150 – 250-watt HPS and metal halide;
LED Wattage 205 – up to 400-watt metal halide;
LED Wattage 530 – 1,000-watt metal halide

Warm-up and restrike time: Instant on *(no warm-up or restrike time)*

Wattage	BUG Rating	Light Pattern	Lumens	Color Temp
LED 150	B5-U0-G3	IESNA Type V (circular)	19580	4,000K
LED 150	B3-U0-G4	IESNA Type IV (forward throw)	18459	
LED 150	B2-U0-G3	IESNA Type III (oval)	19006	
LED 220	B5-U0-G3	IESNA Type V *(circular)*	25870	
LED 220	B3-U0-G4	IESNA Type IV *(forward throw)*	24390	
LED 220	B2-U0-G4	IESNA Type III *(oval)*	25114	
LED 420	B5-U0-G5	IESNA Type V *(circular)*	48514	
LED 420	B3-U0-G5	IESNA Type IV *(forward throw)*	43765	
LED 530	B5-U0-G5	IESNA Type V *(circular)*	60296	
LED 530	B3-U0-G5	IESNA Type IV *(forward throw)*	54395	



light distribution pattern

** These are approximate replacement suggestions; actual conditions could be different.*

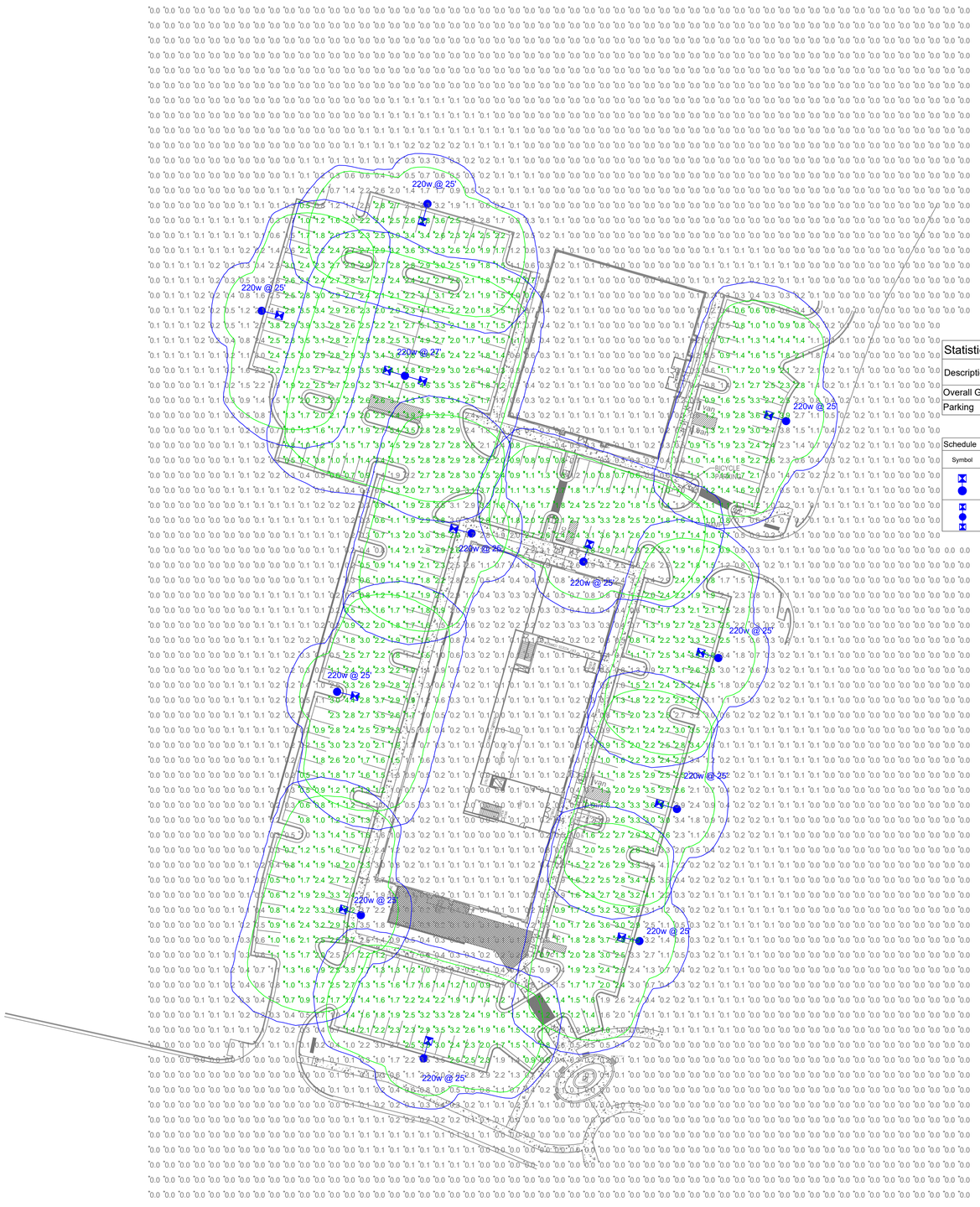
Poles available:

Name	*Mounting height*	*Color*
Round tapered decorative metal*	35'	Black Bronze
Decorative square metal*	25' and 30'	Black Gray Bronze White
Fiberglass	30'	Black *(1 or 2 fixtures per pole)* Gray *(1 or 2 fixtures per pole)*

Features	Benefits
Little or no installation cost	Frees up capital for other projects
Design services by lighting professionals included	Meets industry standards and lighting ordinances
Maintenance included	Eliminates high and unexpected repair bills
Electricity included	Less expensive than metered service
Warranty included	Worry-free
One low monthly cost on your electric bill	Convenience and savings for you
Turnkey operation	Provides hassle-free installation and service
Backed by over 40 years of experience	A name you can trust today … and tomorrow

**2' raised foundation available when required on metal poles only.*

©2019 Duke Energy Corporation 193519 12/19

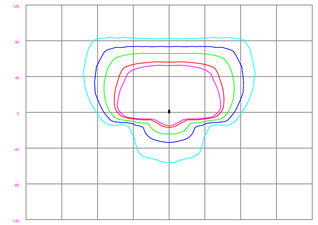


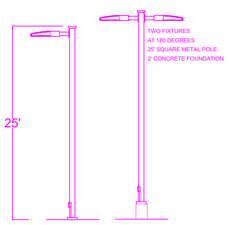
ISOFOOTCANDLE CURVES

FIXTURE: 220, GALLEON
MOUNTING HEIGHT: 25 FT
LIGHT SOURCE: LED'S, 4000K, 70 CRI
LUMENS - 24391
PATTERN: TYPE IV, B3-U0-G4 (zero light at or above 90 degrees)

ASSY# LFIX-SBK-LED-205-BLK-IV-MULTH-___-P (BLACK)
POLE ASSY# LPOLE-AB-STL-25FT-BLK-SQ-___-P (BLACK)
BRACKET ASSY# LBKT-SIDE-12IN-BLK-UNV-STL-___-P (BLACK)

NOTE: THE FOOTCANDLE READINGS BELOW ARE MAINTAINED AND HAVE BEEN DEPRECIATED FOR LED LUMEN DEPRECIATION AND LUMINAIRE DIRT DEPRECIATION. FOR INITIAL FOOTCANDLES, DIVIDE THE READINGS BELOW BY .85.





LEGEND (OUTER to INNER): 0.10 , 0.25 , 0.50 , 1.00 , 1.25

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Overall Grid	+	0.6 fc	5.9 fc	0.0 fc	N/A	N/A
Parking	×	2.2 fc	5.9 fc	0.5 fc	11.8:1	4.4:1

Schedule

Symbol	Label	Quantity	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor
	220w	11	LED 220w Shoebox - Type IV - 4000K	64	381	0.85
	220w	1	LED 220w Shoebox - Type IV - 4000K	64	381	0.85

LIGHTING DESIGN TOLERANCE

The calculated footcandle light levels in this lighting design are predicted values and are based on specific information that has been supplied to Duke Energy Progress. Any inaccuracies in the supplied information, differences in luminaire installation, lighted area geometry including elevation differences, reflective properties of surrounding surfaces, obstructions (foliage or otherwise) in the lighted area, or lighting from sources other than listed in this design may produce different results from the predicted values. Normal tolerances of voltage, lamp output, and ballast and luminaire manufacture will also affect results.

Customer approval_____ Date_____

DISTANCE CALIBRATION (INCHES)

0 0.5 1.0 2.0 3.0 4.0

DUKE ENERGY. PROGRESS

PROPRIETARY & CONFIDENTIAL

This document together with the concepts and designs presented herein, presented as an instrument of service, is the sole property of Duke Energy Progress, and is intended only for the specific purpose and prospective client as stated in the title block of this drawing. Any use, copying, reproduction or disclosure of the drawing, design or any information contained herein by the prospective customer or other entities, including without limitation, architects, engineers, or equipment manufacturers is hereby expressly prohibited and shall not be permitted absent prior written consent from, and payment of compensation to Duke Energy Progress. Duke Energy Progress disclaims any liability or responsibility for any unauthorized use of or reliance on this document.

VILLAGE GATE 2
Holly Springs, NC
SITE LIGHTING PLAN

Designed by DEP LIGHTING SOLUTIONS
Reviewed by N. Johnson Scale 1" = 40'
Date 09/30/2020 Size "Arch D"
Description LED 220w Shoebox
Drawing No. 20-0251B Sht. 1 OF 1

Material Calculations: Medical Office Building-2

East Elevation (Primary Facade, S. Main St.)

TOTAL FACADE AREA:	7,835 S.F.
AREA OF GLAZING TOTAL:	2,648 S.F.
WALL AREA UP TO 10':	2,353 S.F.
AREA OF GLAZING UP TO 10' (20% REQUIRED):	1,205 S.F. (51%)
2nd FLOOR WALL AREA:	4,227 S.F.
AREA OF GLAZING, 2nd FLOOR (15% REQUIRED):	1,196 S.F. (28%)
WALL AREA EXCLUDING GLAZING & FASCIA:	4,941 S.F.
STONE	2,061 S.F. (42%)
BRICK	1,339 S.F. (27%)
PRIMARY BUILDING MATERIALS (60% REQUIRED):	3,400 S.F. (69%)

South Elevation (Primary Facade, Ralph Stephens Rd)

TOTAL FACADE AREA:	3,946 S.F.
AREA OF GLAZING TOTAL:	1,381 S.F.
WALL AREA UP TO 10':	1,152 S.F.
AREA OF GLAZING UP TO 10' (20% REQUIRED):	517 S.F. (47%)
2nd FLOOR WALL AREA:	2,237 S.F.
AREA OF GLAZING, 2nd FLOOR (15% REQUIRED):	719 S.F. (32%)
WALL AREA EXCLUDING GLAZING & FASCIA:	2,565 S.F.
STONE	821 S.F. (32%)
BRICK	838 S.F. (33%)
PRIMARY BUILDING MATERIALS:	1,659 S.F. (65%)

Primary Building Materials:

BRICK

STONE

Elevation Keynotes:

Human Scale Callouts:

- (H1) 4" CAST STONE SILL UNDER WINDOWS
- (H2) 8" BRICK SOLDIER COURSE HEAD AT 14'-8" A.F.F. OVER WINDOW OPENING

Typical Building Callouts:

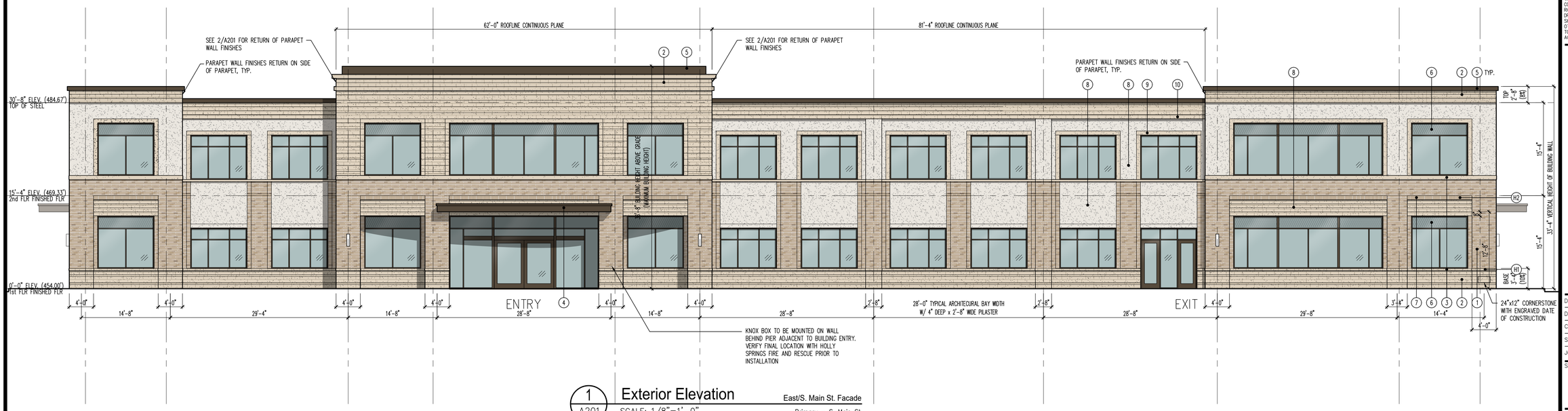
1. BRICK VENEER
2. STONE BASE
3. CAST STONE SILL, TYPICAL ALL WINDOWS
4. METAL CANOPY
5. METAL PANEL AND COPING CAP ON PARAPET
6. SPANDREL GLASS IN WINDOW FRAMES
7. 8" BRICK SOLDIER COURSE
8. PORCELAIN WALL TILE – FIELD COLOR
9. PORCELAIN WALL TILE – ACCENT COLOR
10. 8" VENEER STONE COURSE
11. EXTERIOR INSULATED STEEL DOOR & FRAME (NOT USED)
12. ROOF MOUNTED PERFORATED METAL MECHANICAL SCREEN (NOT USED)



2 A201 **Exterior Elevation** — South/Ralph Stephens Rd. Facade

SCALE: 1/8"=1'-0" — Primary – Ralph Stephens Rd.





1 A201 **Exterior Elevation** — East/S. Main St. Facade

SCALE: 1/8"=1'-0" — Primary – S. Main St.

Finish Schedule:

Exterior Materials

B-1	TYPE:	BRICK VENEER, FIELD BRICK
	MANUFACTURER:	TRIANGLE BRICK
	COLOR:	TBD
	LOCATION:	BUILDING EXTERIOR AS SHOWN
	NOTE:	
B-2	TYPE:	N/A
	MANUFACTURER:	
	COLOR:	
	LOCATION:	
	NOTE:	
G-1	TYPE:	1" INSULATED LOW 'E' GLAZING
	MANUFACTURER:	–
	COLOR:	CLEAR
	LOCATION:	–
	NOTE:	
G-2	TYPE:	1" INSULATED SPANDREL GLAZING
	MANUFACTURER:	–
	COLOR:	SUBDUED GRAY ON #3 SURFACE
	LOCATION:	–
	NOTE:	
M-1	TYPE:	BRONZE ANODIZED ALUMINUM
	LOCATION:	NEW STOREFRONT SYSTEM
	NOTE:	
M-2	TYPE:	BRONZE BRAKE METAL TRIM AND COPING
	LOCATION:	AS SHOWN
	NOTE:	TO MATCH STOREFRONT SYSTEM
ST-1	TYPE:	PORCELAIN WALL TILE SLABS
	MANUFACTURER:	VARMORA GRANITO PVT. LTD.
	COLOR:	T.B.D., MATTE FINISH
	LOCATION:	ABOVE WINDOWS/ENTRIES WHERE INDICATED
	NOTE:	https://www.varmora.com/
VS-1	TYPE:	VENEER STONE
	MANUFACTURER:	ARRISCRAFT
	COLOR:	LIMSTONE
	LOCATION:	BASE, WINDOW SILL, HORIZONTAL TRIM AND TOP CAP
	NOTE:	
–	TYPE:	–
	MANUFACTURER:	–
	COLOR:	–
	LOCATION:	–
	NOTE:	

Notes:

1. ALL EXTERIOR GLASS TO BE 1" DOUBLE PANE INSULATED CLR. LOW 'E' .
2. ALL EXTERIOR METAL ELEMENTS TO BE BRONZE ANODIZED ALUMINUM FINISH U.N.O.
3. ALL STOREFRONT MULLIONS TO BE BRONZE ANODIZED ALUMINUM.
4. UNLESS OTHERWISE INDICATED, ALL EXTERIOR WALL AND SOFFIT SURFACES SHALL BE COVERED WITH ONE LAYER 5/8" EXTERIOR SHEATHING AND VAPOR BARRIER.
5. A SEPARATE SIGN SUBMITTAL IS REQUIRED. SUBMIT A SIGN RAWING INDICATING DIMENSIONS, FABRICATION, COLORS OF MATERIALS, PLACEMENT ON STOREFRONT ELEVATIONS, AND MOUNTING AND SERVICING TECHNIQUES.
6. ALL MATERIALS MUST BE SUBMITTED TO NEW CITY DESIGN GROUP FOR APPROVAL
7. SUBMIT SHOP DRAWINGS TO NEW CITY DESIGN GROUP FOR APPROVAL.

new city design group

1304 HILLSBOROUGH ST.
RALEIGH, NC 27605
919.831.1308
FAX 919.831.9737

1 October 2020

THEODORE N VAN DYK REGISTERED ARCHITECT NO. 18017 NORTH CAROLINA RALEIGH N C

10/01/20

NEW CITY DESIGN GROUP, PLLC REGISTERED ARCHITECTURAL COMPANY CERT. NO. 51075 NORTH CAROLINA RALEIGH N C

–	☐	PROGRESS PRINT
–	☐	HEALTH DEPT. PLAN CHECK
10.01.20	■	BUILDING DEPT. PLAN CHECK
–	☐	BID SET
–	☐	CONSTRUCTION SET
–	☐	SUBMITTAL DOCUMENT

THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS PREPARED BY THE ARCHITECT FOR THIS PROJECT ARE INSTRUMENTS OF THE ARCHITECT'S SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, THE ARCHITECT SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT. THE ARCHITECT'S DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING BY THE ARCHITECT.

Medical Office Building 2
Village Gate

South Main St.
Holly Springs, NC

SITE PLAN SUBMITTAL

DESIGNER :	–
DRAWN :	–
CHECKED :	–
SCALE :	AS SHOWN
JOB NUMBER :	7994B

SHEET TITLE

Exterior Elevations

SHEET NUMBER

A201

Material Calculations: Medical Office Building-2

West Elevation (25% Primary Facade, Ralph Stephens Rd.)

TOTAL FACADE AREA:	8,044 S.F.
AREA OF GLAZING TOTAL:	2,544 S.F.
WALL AREA UP TO 10':	2,296 S.F.
AREA OF GLAZING UP TO 10' (20% REQUIRED):	758 S.F. (33%)
2nd FLOOR WALL AREA:	4,023 S.F.
AREA OF GLAZING, 2nd FLOOR (15% REQUIRED):	1,196 S.F. (30%)
25% PRIMARY WALL AREA EXCLUDING GLAZING & FASCIA:	1,404 S.F.
STONE	485 S.F. (35%)
BRICK	368 S.F. (26%)
PRIMARY BUILDING MATERIALS (60% REQUIRED):	853 S.F. (61%)

North Elevation (25% Primary Facade, S. Main St.)

TOTAL FACADE AREA:	4,049 S.F.
AREA OF GLAZING TOTAL:	1,381 S.F.
WALL AREA UP TO 10':	1,117 S.F.
AREA OF GLAZING UP TO 10' (20% REQUIRED):	517 S.F. (46%)
2nd FLOOR WALL AREA:	2,237 S.F.
AREA OF GLAZING, 2nd FLOOR (15% REQUIRED):	719 S.F. (32%)
25% PRIMARY WALL AREA EXCLUDING GLAZING & FASCIA:	637 S.F.
STONE	149 S.F. (23%)
BRICK	248 S.F. (29%)
PRIMARY BUILDING MATERIALS:	397 S.F. (62%)

Primary Building Materials:

BRICK

STONE

Elevation Keynotes:

Human Scale Callouts:

- (H1) 4" CAST STONE SILL UNDER WINDOWS
- (H2) 8" BRICK SOLDIER COURSE HEAD WINDOW OPENING

Typical Building Callouts:

1. BRICK VENEER
2. CAST STONE VENEER
3. CAST STONE SILL, TYPICAL ALL WINDOWS
4. METAL CANOPY
5. METAL PANEL AND COPING CAP ON PARAPET
6. SPANDREL GLASS IN WINDOW FRAMES
7. 8" BRICK SOLDIER COURSE
8. PORCELAIN WALL TILE – FIELD COLOR
9. PORCELAIN WALL TILE – ACCENT COLOR
10. 8" VENEER STONE COURSE
11. EXTERIOR INSULATED STEEL DOOR & FRAME (NOT USED)
12. ROOF MOUNTED PERFORATED METAL MECHANICAL SCREEN (NOT USED)



2 A202 **Exterior Elevation** — North

SCALE: 1/8"=1'-0" — 25% Primary – S. Main St.





1 A202 **Exterior Elevation** — West

SCALE: 1/8"=1'-0" — 25% Primary – Ralph Stephens Rd.

Finish Schedule:

Exterior Materials

B-1	TYPE:	BRICK VENEER, FIELD BRICK
	MANUFACTURER:	TRIANGLE BRICK
	COLOR:	TBD.
	LOCATION:	BUILDING EXTERIOR AS SHOWN
	NOTE:	
B-2	TYPE:	N/A
	MANUFACTURER:	–
	COLOR:	–
	LOCATION:	–
	NOTE:	
G-1	TYPE:	1" INSULATED LOW 'E' GLAZING
	MANUFACTURER:	–
	COLOR:	CLEAR
	LOCATION:	–
	NOTE:	
G-2	TYPE:	1" INSULATED SPANDREL GLAZING
	MANUFACTURER:	–
	COLOR:	SUBDUED GRAY ON #3 SURFACE
	LOCATION:	–
	NOTE:	
M-1	TYPE:	BRONZE ANODIZED ALUMINUM
	LOCATION:	NEW STOREFRONT SYSTEM
	NOTE:	
M-2	TYPE:	BRONZE BRAKE METAL TRIM AND COPING
	LOCATION:	AS SHOWN
	NOTE:	TO MATCH STOREFRONT SYSTEM
ST-1	TYPE:	PORCELAIN WALL TILE SLABS
	MANUFACTURER:	VARMORA GRANITO PVT. LTD.
	COLOR:	T.B.D., MATTE FINISH
	LOCATION:	ABOVE WINDOWS/ENTRIES WHERE INDICATED
	NOTE:	https://www.varmora.com/
VS-1	TYPE:	VENEER STONE
	MANUFACTURER:	ARRISCRAFT
	COLOR:	LIMSTONE
	LOCATION:	BASE, WINDOW SILL, HORIZONTAL TRIM AND TOP CAP
	NOTE:	
–	TYPE:	–
	MANUFACTURER:	–
	COLOR:	–
	LOCATION:	–
	NOTE:	

Notes:

1. ALL EXTERIOR GLASS TO BE 1" DOUBLE PANE INSULATED CLR. LOW 'E' .
2. ALL EXTERIOR METAL ELEMENTS TO BE BRONZE ANODIZED ALUMINUM FINISH U.N.O.
3. ALL STOREFRONT MULLIONS TO BE BRONZE ANODIZED ALUMINUM.
4. UNLESS OTHERWISE INDICATED, ALL EXTERIOR WALL AND SOFFIT SURFACES SHALL BE COVERED WITH ONE LAYER 5/8" EXTERIOR SHEATHING AND VAPOR BARRIER.
5. A SEPARATE SIGN SUBMITTAL IS REQUIRED. SUBMIT A SIGN RAWING INDICATING DIMENSIONS, FABRICATION, COLORS OF MATERIALS, PLACEMENT ON STOREFRONT ELEVATIONS, AND MOUNTING AND SERVICING TECHNIQUES.
6. ALL MATERIALS MUST BE SUBMITTED TO NEW CITY DESIGN GROUP FOR APPROVAL
7. SUBMIT SHOP DRAWINGS TO NEW CITY DESIGN GROUP FOR APPROVAL.

new city design group

1304 HILLSBOROUGH ST.
RALEIGH, NC 27605
919.831.1308
FAX 919.831.9737

1 October 2020

THEODORE N VAN DYK REGISTERED ARCHITECT NO. 15017 NORTH CAROLINA RALEIGH N C

10/01/20

NEW CITY DESIGN GROUP, P.L.L.C. REGISTERED ARCHITECTURAL COMPANY CERT. NO. 51075 NORTH CAROLINA RALEIGH N C

–	☐	PROGRESS PRINT
–	☐	HEALTH DEPT. PLAN CHECK
10.01.20	■	BUILDING DEPT. PLAN CHECK
–	☐	BID SET
–	☐	CONSTRUCTION SET
–	☐	SUBMITTAL DOCUMENT

THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS PREPARED BY THE ARCHITECT FOR THIS PROJECT ARE INSTRUMENTS OF THE ARCHITECT'S SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, THE ARCHITECT SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT. THE ARCHITECT'S DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING BY THE ARCHITECT.

Medical Office Building 2
Village Gate

South Main St.
Holly Springs, NC

SITE PLAN SUBMITTAL

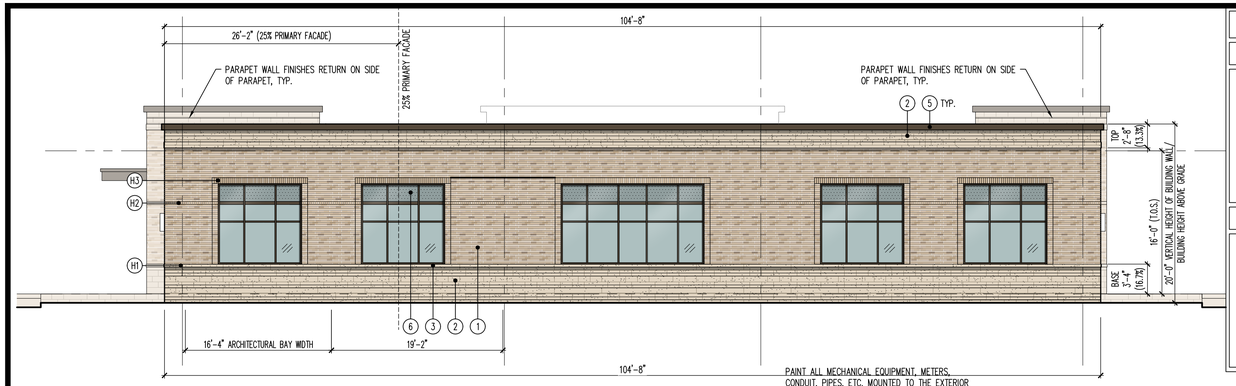
DESIGNER :	–
DRAWN :	–
CHECKED :	–
SCALE :	AS SHOWN
JOB NUMBER :	7994B

SHEET TITLE

Exterior Elevations

SHEET NUMBER

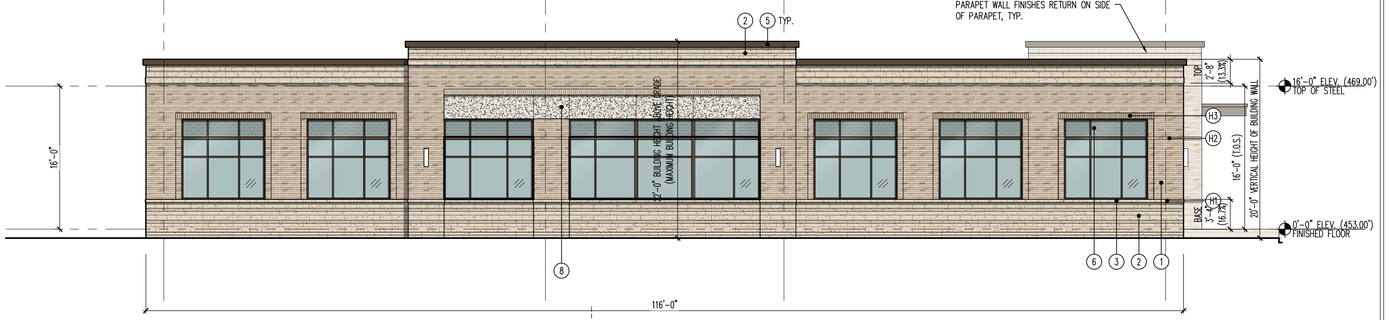
A202

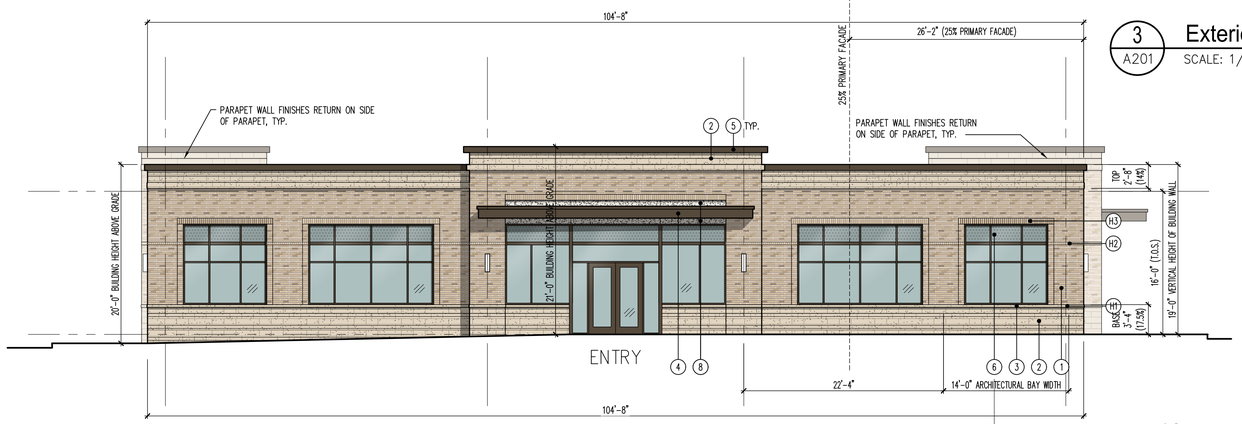


AREA OF UNPROTECTED OPENINGS = 23%
(25% ALLOWED FOR FIRE SEPARATION DISTANCE OF 15' ≥ X > 20')

PAINT ALL MECHANICAL EQUIPMENT, METERS, CONDUIT, PIPES, ETC. MOUNTED TO THE EXTERIOR WALLS TO MATCH THE COLOR OF THE WALL, TYP. UNLESS NOT ALLOWED BY THE UTILITY

4 A201 **Exterior Elevation** North
SCALE: 1/8"=1'-0"

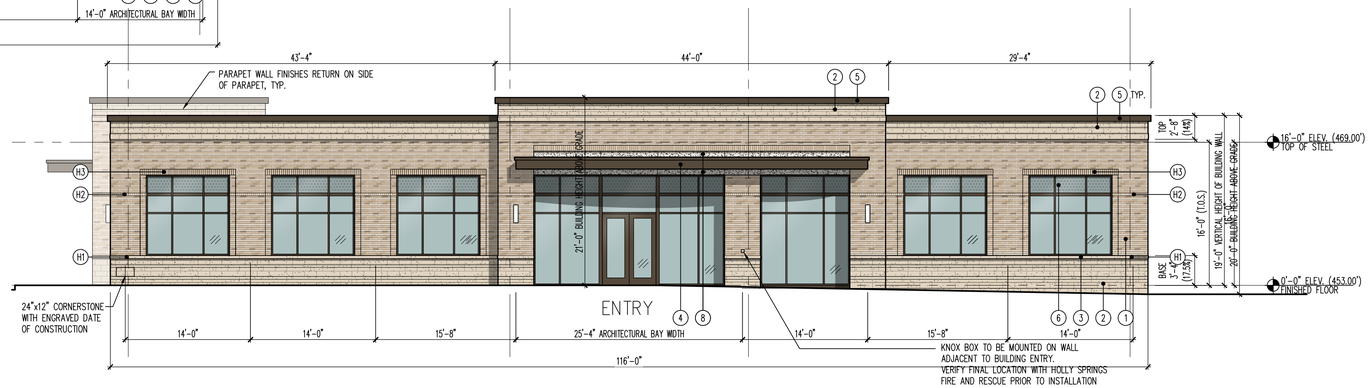




2 A201 **Exterior Elevation** South
SCALE: 1/8"=1'-0"

3 A201 **Exterior Elevation** West
SCALE: 1/8"=1'-0"





1 A201 **Exterior Elevation** East/S. Main St. Facade
SCALE: 1/8"=1'-0"

Material Calculations: Medical Office Building-1

East Elevation (Primary Facade, S. Main St.)

TOTAL FACADE AREA:	2,318 S.F.
AREA OF GLAZING TOTAL:	806 S.F.
WALL AREA UP TO 10':	1,187 S.F.
AREA OF GLAZING UP TO 10' (20% REQUIRED):	623 S.F. (52%)
WALL AREA EXCLUDING GLAZING & FASCIA:	1,435 S.F.
STONE	538 S.F. (37%)
BRICK	793 S.F. (55%)
PRIMARY BUILDING MATERIALS (60% REQUIRED):	1,331 S.F. (92%)

South Elevation (25% Primary Facade, S. Main St.)

TOTAL FACADE AREA:	2,078 S.F.
AREA OF GLAZING TOTAL:	687 S.F.
25% PRIMARY WALL AREA UP TO 10':	262 S.F.
AREA OF GLAZING UP TO 10' (20% REQUIRED):	117 S.F. (44%)
25% PRIMARY WALL AREA EXCLUDING GLAZING & FASCIA:	322 S.F.
STONE	140 S.F. (43%)
BRICK	183 S.F. (57%)
PRIMARY BUILDING MATERIALS (60% REQUIRED):	323 S.F. (100%)

West Elevation (Non-Primary Facade)

North Elevation (25% Primary Facade, S. Main St.)

TOTAL FACADE AREA:	2,093 S.F.
AREA OF GLAZING TOTAL:	480 S.F. (23%)
25% PRIMARY WALL AREA UP TO 10':	262 S.F.
AREA OF GLAZING UP TO 10' (20% REQUIRED):	77 S.F. (29%)
25% PRIMARY WALL AREA EXCLUDING GLAZING & FASCIA:	384 S.F.
STONE	166 S.F. (43%)
BRICK	218 S.F. (57%)
PRIMARY BUILDING MATERIALS (60% REQUIRED):	361 S.F. (100%)

Finish Schedule:

Exterior Materials

B-1	TYPE:	BRICK VENEER, FIELD BRICK
	MANUFACTURER:	TRIANGLE BRICK
	COLOR:	TBD
	LOCATION:	BUILDING EXTERIOR AS SHOWN
	NOTE:	
B-2	TYPE:	N/A
	MANUFACTURER:	–
	COLOR:	–
	LOCATION:	–
	NOTE:	
G-1	TYPE:	1" INSULATED LOW 'E' GLAZING
	MANUFACTURER:	–
	COLOR:	CLEAR
	LOCATION:	–
	NOTE:	
G-2	TYPE:	1" INSULATED SPANDREL GLAZING
	MANUFACTURER:	–
	COLOR:	SUBDUED GRAY ON #3 SURFACE
	LOCATION:	–
	NOTE:	
M-1	TYPE:	BRONZE ANODIZED ALUMINUM
	LOCATION:	NEW STOREFRONT SYSTEM
	NOTE:	
M-2	TYPE:	BRONZE BRAKE METAL TRIM AND COPING
	LOCATION:	AS SHOWN
	NOTE:	TO MATCH STOREFRONT SYSTEM
ST-1	TYPE:	PORCELAIN WALL TILE SLABS
	MANUFACTURER:	VARMORA GRANITO PVT. LTD.
	COLOR:	T.B.D., MATTE FINISH
	LOCATION:	ABOVE WINDOWS/ENTRIES WHERE INDICATED
	NOTE:	https://www.varmora.com/
VS-1	TYPE:	VENEER STONE
	MANUFACTURER:	ARRISCRAFT
	COLOR:	LIMSTONE
	LOCATION:	BASE, WINDOW SILL, HORIZONTAL TRIM AND TOP CAP
	NOTE:	
–	TYPE:	–
	MANUFACTURER:	–
	COLOR:	–
	LOCATION:	–
	NOTE:	

Elevation Keynotes:

Human Scale Callouts:

(H1) 4" CAST STONE SILL UNDER WINDOWS
(H2) 4" BRICK HEADER COURSE
(H3) 8" BRICK SOLDIER COURSE HEAD WINDOW OPENING

Typical Building Callouts:

(1) BRICK VENEER
(2) STONE BASE
(3) CAST STONE SILL, TYPICAL ALL WINDOWS
(4) METAL CANOPY
(5) METAL PANEL AND COPING CAP ON PARAPET
(6) SPANDREL GLASS IN WINDOW FRAMES
(7) 8" BRICK SOLDIER COURSE
(8) PORCELAIN WALL TILE – FIELD COLOR
(9) (NOT USED)
(10) 8" VENEER STONE COURSE
(11) EXTERIOR INSULATED STEEL DOOR & FRAME (NOT USED)
(12) ROOF MOUNTED PERFORATED METAL MECHANICAL SCREEN (NOT USED)

Notes:

1. ALL EXTERIOR GLASS TO BE 1" DOUBLE PANE INSULATED CLR. LOW 'E'.
2. ALL EXTERIOR METAL ELEMENTS TO BE BRONZE ANODIZED ALUMINUM FINISH U.N.O.
3. ALL STOREFRONT MULLIONS TO BE BRONZE ANODIZED ALUMINUM.
4. UNLESS OTHERWISE INDICATED, ALL EXTERIOR WALL AND SOFFIT SURFACES SHALL BE COVERED WITH ONE LAYER 5/8" EXTERIOR SHEATHING AND VAPOR BARRIER.
5. A SEPARATE SIGN SUBMITTAL IS REQUIRED. SUBMIT A SIGN RAWING INDICATING DIMENSIONS, FABRICATION, COLORS OF MATERIALS, PLACEMENT ON STOREFRONT ELEVATIONS, AND MOUNTING AND SERVICING TECHNIQUES.
6. ALL MATERIALS MUST BE SUBMITTED TO NEW CITY DESIGN GROUP FOR APPROVAL
7. SUBMIT SHOP DRAWINGS TO NEW CITY DESIGN GROUP FOR APPROVAL.

Primary Building Materials:

BRICK
STONE

new city design group
1304 HILLSBOROUGH ST.
RALEIGH, NC 27605
919.831.1308
FAX 919.831.9737

1 October 2020

THEODORE N VAN DYK REGISTERED ARCHITECT NO. 25077 NORTH CAROLINA RALEIGH N C
10/01/20

NEW CITY DESIGN GROUP, P.L.L.C. REGISTERED ARCHITECTURAL COMPANY CERT. NO. 51075 NORTH CAROLINA RALEIGH N C

–	☐	PROGRESS PRINT
–	☐	HEALTH DEPT. PLAN CHECK
10.01.20	■	BUILDING DEPT. PLAN CHECK
–	☐	BID SET
–	☐	CONSTRUCTION SET
–	☐	SUBMITTAL DOCUMENT

THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS PREPARED BY THE ARCHITECT FOR THIS PROJECT ARE INSTRUMENTS OF THE ARCHITECTS SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, THE ARCHITECT SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT. THE ARCHITECTS DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING BY THE ARCHITECT.

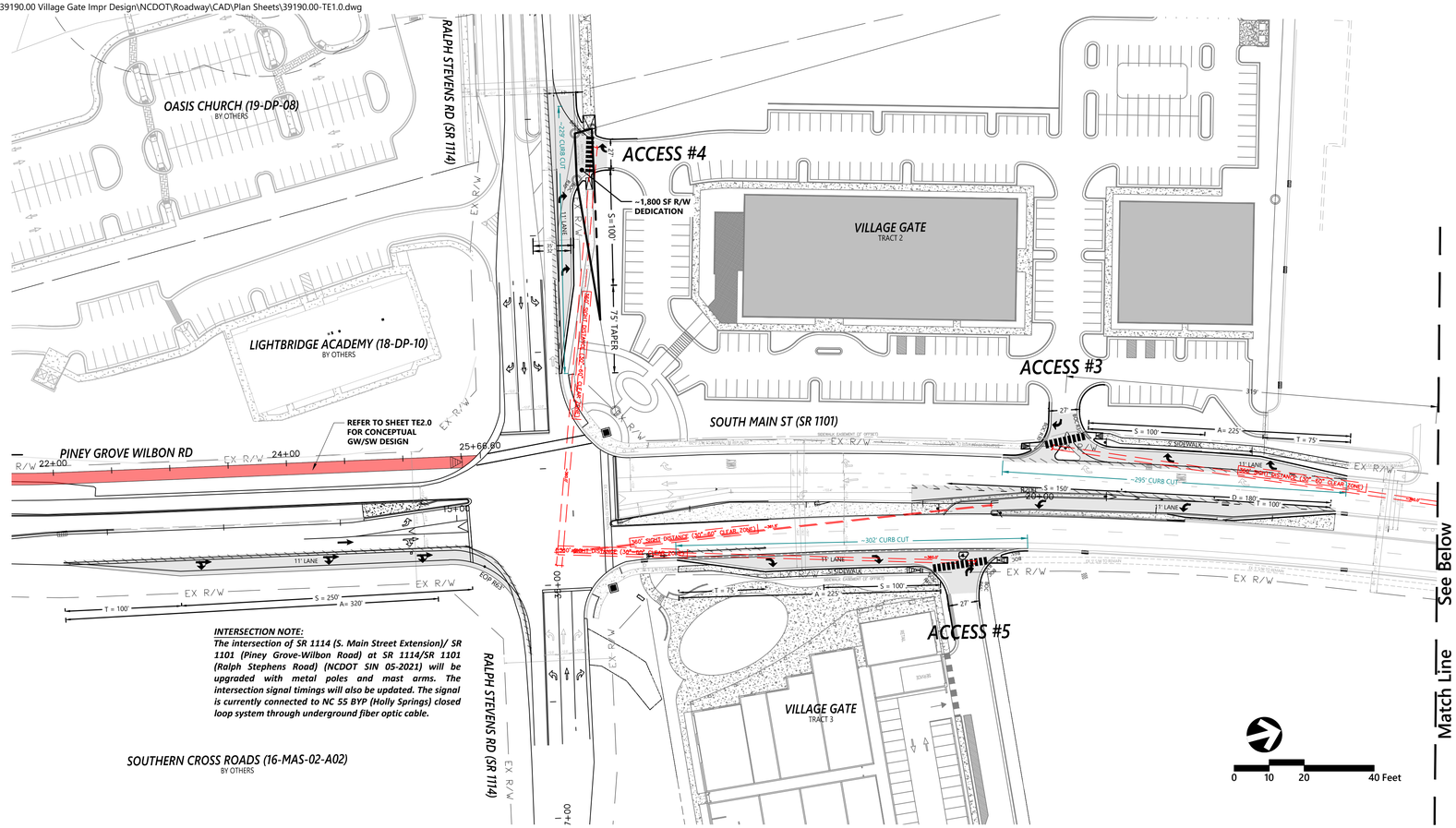
Medical Office Building 1
Village Gate
South Main St.
Holly Springs, NC

SITE PLAN SUBMITTAL

DESIGNER :	–
DRAWN :	–
CHECKED :	–
SCALE :	AS SHOWN
JOB NUMBER :	7994C

SHEET TITLE
Exterior Elevations

SHEET NUMBER
A201



See Above

Match Line

See Below

Match Line

HATCH LEGEND

1.5" MILL AND OVERLAY

FULL DEPTH ASPHALT PAVING

COMMITTED TRANSPORTATION IMPROVEMENTS:

The Developer shall design, construct, and permit the following Public Infrastructure relating to Transportation:

a. The conversion of a 4-way signalized intersection located at South Main Street and Piney Grove Wilbon/Ralph Stephens Road to a mast-arm signal, according to Town standard specifications. Prior to construction, Developer shall submit plans to the Town and NCDOT for approval, and shall make any such modifications required for approval.

b. Construction of a through-turn lane at the southeastern quadrant of the intersection described above, according to plans and specifications approved by the Town and NCDOT. The Town has collected certain funds from third party developers and shall make those funds available to the Developer for the Actual Construction Costs of this Public Infrastructure.

c. Construction of Approximately 2,500 linear feet of pedestrian sidewalk/greenway along public right of way (existing or proposed), from the southernmost point of the Project to the intersection of Bayham Drive and Piney Grove Wilbon. The Town shall allow a dollar-for-dollar credit against Parks and Recreation fees in lieu for any Actual Construction Cost for this Public Infrastructure which exceeds 2,000 linear feet. The Town shall be solely responsible for acquiring and paying for any land acquisition necessary for this sidewalk/greenway.

c. Developer shall construct all transportation-related Public Infrastructure for the Project as shown on the Concept Plans, which meet the ordinary development requirements of the Town, EXCEPT that the Developer shall not provide vehicular connection to Tract 1 (the Age-restricted residential project) through the adjacent tract. In lieu of this requirement, Developer shall provide an emergency access connection for emergency vehicles with a Knox box.

d. Developer shall contribute $105,000 to the Town for a fee in lieu of upgrades to NC 55.

e. Developer shall be allowed to only construct a road stub to the adjacent Crossroads property through Tract 3 and shall not be required to construct any such transportation improvements beyond its property line.

GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIALS WITHIN NCDOT ROW TO MEET NORTH CAROLINA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS AND DESIGN STANDARDS.
2. THE CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND MEASUREMENTS AND ADVISE ENGINEER OR OWNER OF ANY DISCREPANCIES, BEFORE PROCEEDING WITH CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT NC 811 BEFORE EXCAVATION IS TO OCCUR.
3. PROJECT BOUNDARY INFORMATION, TOPOGRAPHIC DATA, AND EXISTING UNDERGROUND UTILITIES WERE OBTAINED FROM FIELD SURVEY PROVIDED BY BATEMAN CIVIL SURVEY. ANY INFORMATION SHOWN IS NOT GUARANTEED TO BE ACCURATE OR COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY SUCH INFORMATION, BY GPR OR SIMILAR METHOD, PRIOR TO COMMENCING WORK. (SEE NOTE 2).
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL DETOURING AND CONSTRUCTION SIGNAGE.
5. ALL DIMENSIONS ARE IN FEET, UNLESS OTHERWISE NOTED.
6. COORDINATE WITH LOCAL UTILITY COMPANIES AS REQUIRED.
7. DESIGN SPEED = 40 MPH.

SIGHT DISTANCE NOTES

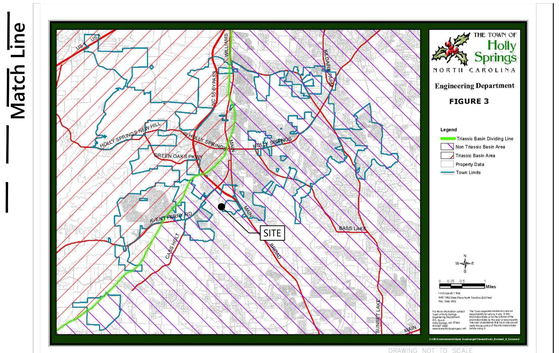
1. HORIZONTAL SIGHT DISTANCE FOR EACH TRACT IS 360'.
2. VERTICAL CLEAR ZONE SHALL BE BETWEEN 30" AND 60" ALONG ENTIRE LENGTH OF HORIZONTAL LINE OF SIGHT AS PREVIOUSLY STATED.

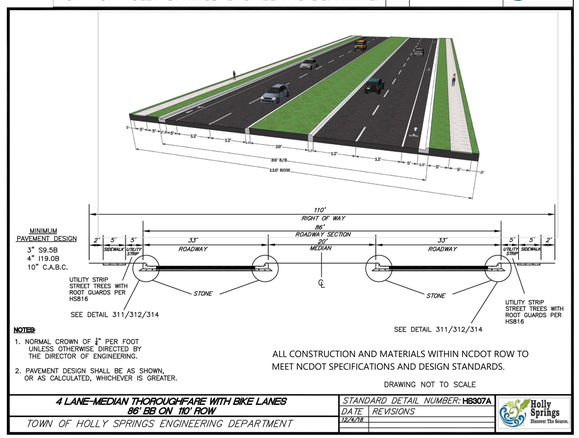
PAVEMENT DESIGN NOTES

1. SITE IS NOT LOCATED WITHIN THE TRASSIC BASIN AS PER HOLLY SPRINGS STANDARD DETAIL HS356.
2. PAVEMENT DESIGN WITH NCDOT RIGHT-OF-WAY TO BE REVIEWED AND APPROVED BY NCDOT. THE MOST RESTRICTIVE CROSS-SECTION BETWEEN THE MINIMUM DESIGN, CALCULATED PAVEMENT DESIGN, AND NCDOT DESIGN WILL APPLY.

INTERSECTION NOTE:

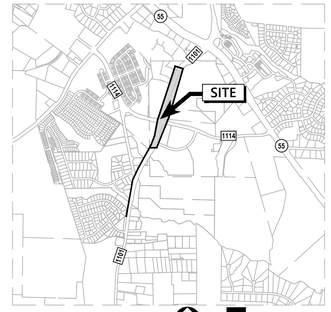
The intersection of SR 1114 (S. Main Street Extension)/ SR 1101 (Piney Grove-Wilbon Road) at SR 1114/SR 1101 (Ralph Stephens Road) (NCDOT SIN 05-2021) will be upgraded with metal poles and mast arms. The intersection signal timings will also be updated. The signal is currently connected to NC 55 BYP (Holly Springs) closed loop system through underground fiber optic cable.





vhb.com

VHB Engineering NC, P.C.
940 Main Campus Drive
Suite 500
Raleigh, NC 27606
919.829.0328
Corp. # C-3705



PRELIMINARY - NOT FOR CONSTRUCTION

Village Gate Improvement Design

SR 1101/SR 1114
Holly Springs, North Carolina

No.	Revision	Date	Appvd.
A	20-MAS-03/20-SEU-09 - 2nd SUBMMISSION	8/28/2020	BKE
B	20-MAS-03/20-SEU-09 - 3rd SUBMMISSION	10/2/2020	BKE

Designed by BKE | Checked by VHB

Issued for

Date July 6th, 2020

Preliminary - Not for Construction

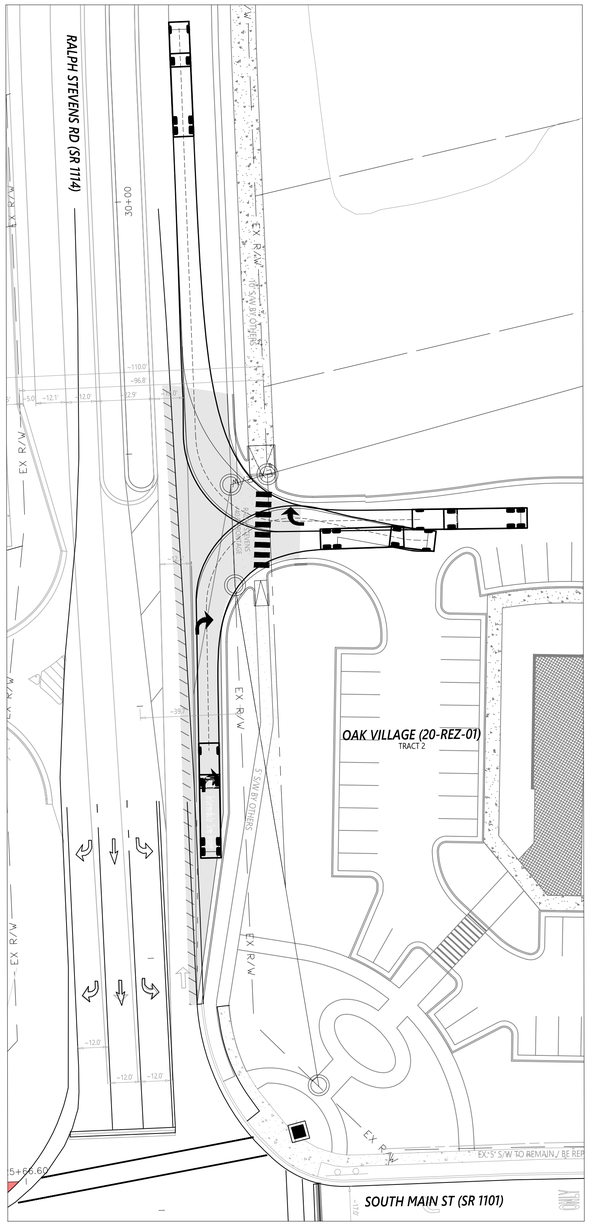
Drawing Title
Overall Offsite Transportation Plan

Drawing Number
TE 1.0

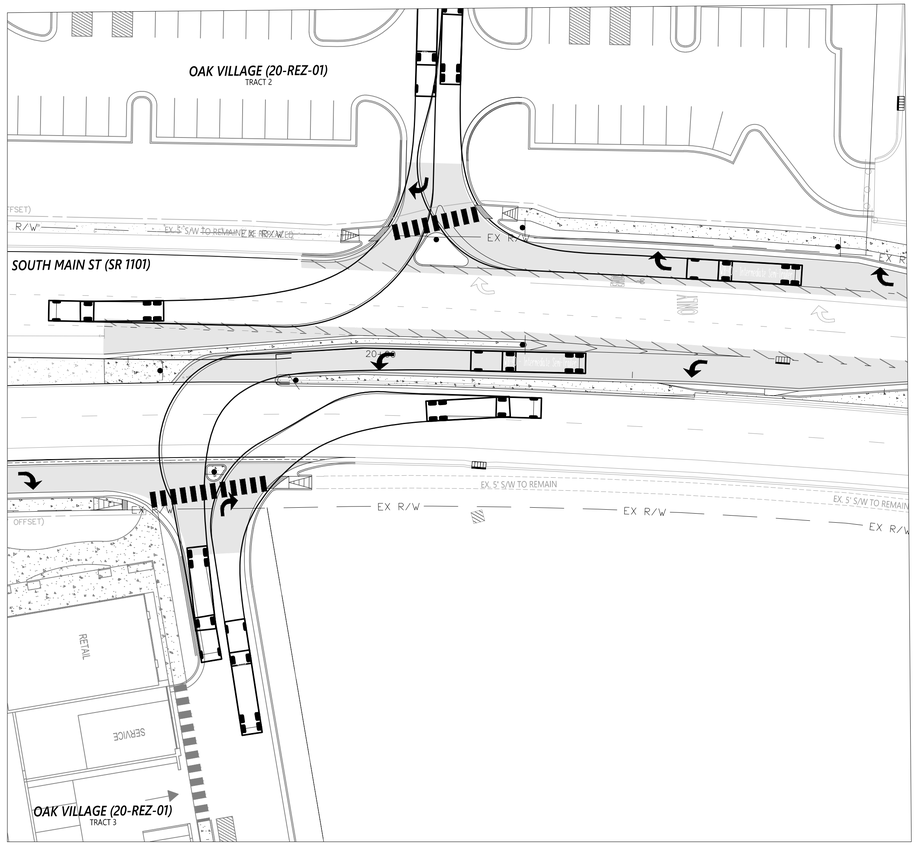
Sheet of 10

Project Number
391900.00

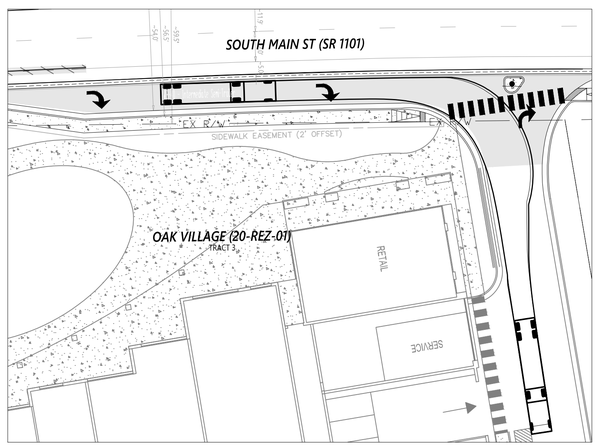
Saved Friday, September 25, 2020 11:42:25 AM BEDWARDS Plotted Friday, September 25, 2020 12:01:29 PM Edwards, Brian



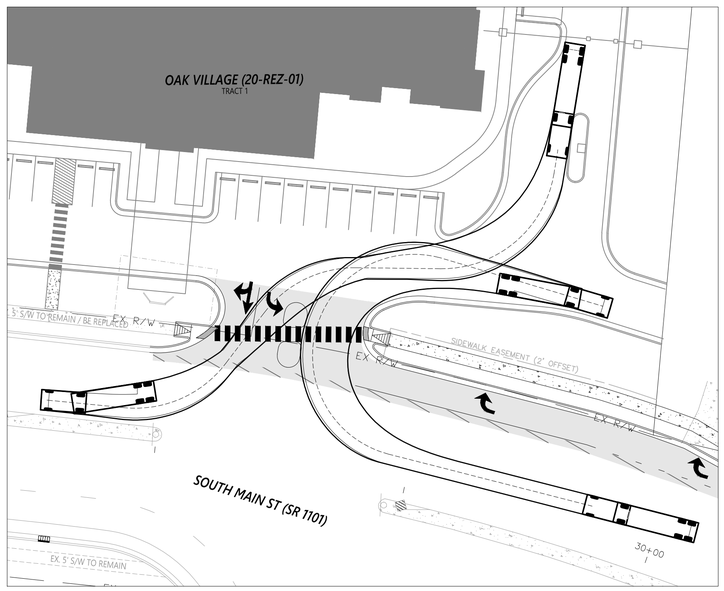
TRACT2 ACCESS 4 - WB-40 TURNING MOVEMENTS



TRACT 2/3 ACCESS 3/5 - WB-40 TURNING MOVEMENTS



TRACT 3 ACCESS 5 - NB WB-40 TURNING MOVEMENT



TRACT 1 ACCESS 1 - WB-40 TURNING MOVEMENTS

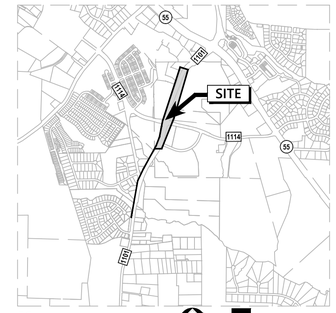
0 10 20 40 Feet

HATCH LEGEND

- 1.5" MILL AND OVERLAY
- FULL DEPTH ASPHALT PAVING

vhb.com

VHB Engineering NC, P.C.
940 Main Campus Drive
Suite 500
Raleigh, NC 27606
919.829.0328
Corp. # C-3705



- PRELIMINARY
NOT FOR CONSTRUCTION

Village Gate Improvement Design

SR 1101/SR 1114
Holly Springs, North Carolina

No.	Revision	Date	Appvd.
A	20-MAS-03/20-SEU-09 - 2nd SUBMMISSION	8/28/2020	BKE
B	20-MAS-03/20-SEU-09 - 3rd SUBMMISSION	10/2/2020	BKE

Designed by BKE | Checked by VHB

Issued for

Date July 6th, 2020

Preliminary - Not for Construction

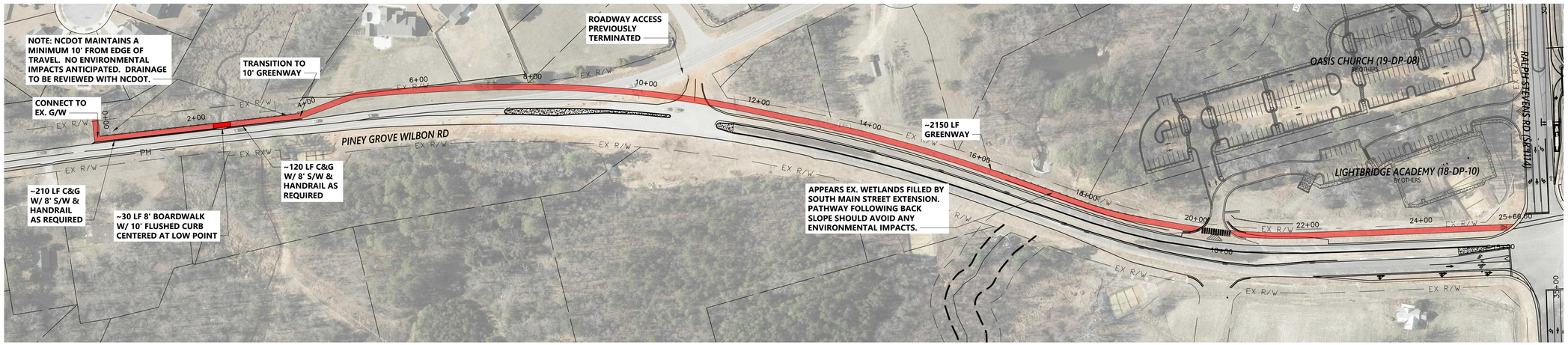
Drawing Title
SITE ACCESS WB-40 TURNING MOVEMENT EXHIBITS

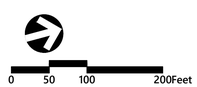
Drawing Number
TE 1.1

Sheet of 10

Project Number 391900.00

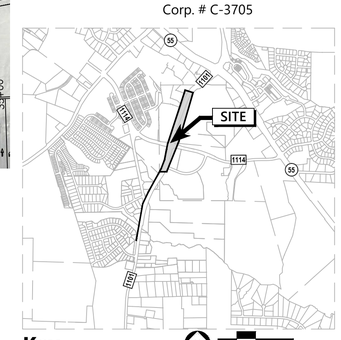
Saved Friday, September 25, 2020 11:42:25 AM BEDWARDS Plotted Friday, September 25, 2020 12:04:30 PM Edwards, Brian

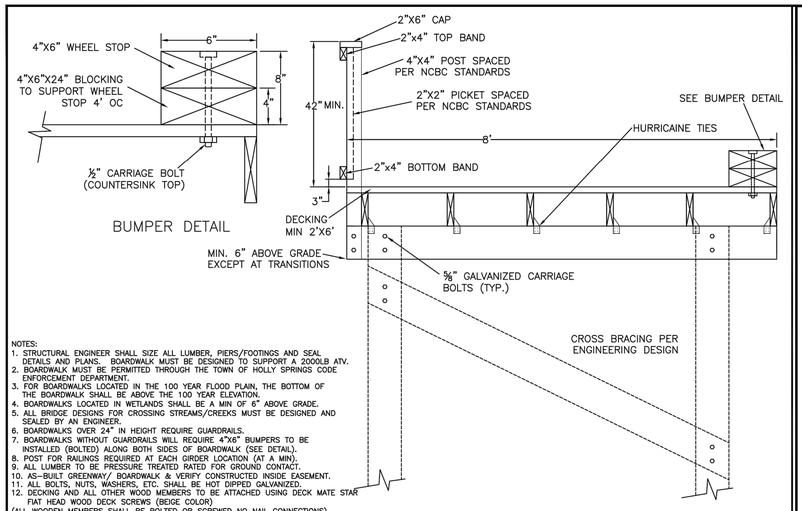




GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIALS WITHIN NCDOT ROW TO MEET NORTH CAROLINA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS AND DESIGN STANDARDS. GREENWAY AND BOARDWALK TO BE DESIGNED AS PER THE TOWN OF HOLLY SPRINGS DETAILS SHOWN ON THIS SHEET.
2. THE CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND MEASUREMENTS AND ADVISE ENGINEER OR OWNER OF ANY DISCREPANCIES, BEFORE PROCEEDING WITH CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT NC 811 BEFORE EXCAVATION IS TO OCCUR.
3. PROJECT BOUNDARY INFORMATION, TOPOGRAPHIC DATA, AND EXISTING UNDERGROUND UTILITIES WERE OBTAINED FROM FIELD SURVEY PROVIDED BY BATEMAN CIVIL SURVEY. ANY INFORMATION SHOWN IS NOT GUARANTEED TO BE ACCURATE OR COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY SUCH INFORMATION, BY GPR OR SIMILAR METHOD, PRIOR TO COMMENCING WORK. (SEE NOTE 2).
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL DETOURING AND CONSTRUCTION SIGNAGE.
5. ALL DIMENSIONS ARE IN FEET, UNLESS OTHERWISE NOTED.
6. COORDINATE WITH LOCAL UTILITY COMPANIES AS REQUIRED.
7. DESIGN SPEED = 40 MPH.



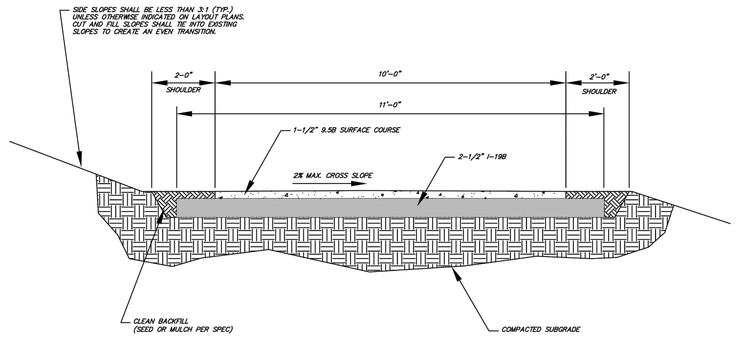


BUMPER DETAIL

NOTES:
1. STRUCTURAL ENGINEER SHALL SIZE ALL LUMBER, PIERS/FOOTINGS AND SEAL DETAILS AND PLANS. BOARDWALK MUST BE DESIGNED TO SUPPORT A 2000LB ATV.
2. BOARDWALK MUST BE PERMITTED THROUGH THE TOWN OF HOLLY SPRINGS CODE ENFORCEMENT DEPARTMENT.
3. FOR BOARDWALKS LOCATED IN THE 100 YEAR FLOOD PLAIN, THE BOTTOM OF THE BOARDWALK SHALL BE ABOVE THE 100 YEAR ELEVATION.
4. BOARDWALKS LOCATED IN WETLANDS SHALL BE A MIN OF 6" ABOVE GRADE.
5. ALL BRIDGE DESIGNS FOR CROSSING STREAMS/CREEKS MUST BE DESIGNED AND SEALED BY AN ENGINEER.
6. BOARDWALKS OVER 24" IN HEIGHT REQUIRE GUARDRAILS.
7. BOARDWALKS WITHOUT GUARDRAILS WILL REQUIRE 4"X6" BUMPERS TO BE INSTALLED (BOLTED) ALONG BOTH SIDES OF BOARDWALK (SEE DETAIL).
8. POST FOR RAILINGS REQUIRED AT EACH GIRDER LOCATION (AT A MIN).
9. ALL LUMBER TO BE PRESSURE TREATED RATED FOR GROUND CONTACT.
10. AS-BUILT GREENWAY/ BOARDWALK & VERIFY CONSTRUCTED INSIDE EASEMENT.
11. ALL BOLTS, NUTS, WASHERS, ETC. SHALL BE HOT DIPPED GALVANIZED.
12. DECKING AND ALL OTHER WOOD MEMBERS TO BE ATTACHED USING DECK MATE STAR FIAT HEAD WOOD DECK SCREWS (BEIGE COLOR)
(ALL WOODEN MEMBERS SHALL BE BOLTED OR SCREWED NO NAIL CONNECTIONS)
13. PROVIDE 8'X6' BUMPOUT IN BOARDWALK EVERY 300' FOR VEHICLE TURN AROUND AS PER PARK AND RECREATION DEPARTMENT.

DRAWING NOT TO SCALE

8FT RAISED BOARDWALK/ GREENWAY TRAIL	STANDARD DETAIL NUMBER: HS339	
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE 7/24/18	REVISIONS



NOTES:

1. CROSS SLOPE DIRECTION VARIES. SEE LAYOUT PLANS FOR DIRECTION OF SLOPE.
2. CONTRACTOR IS RESPONSIBLE FOR RE-ESTABLISHING ALL SLOPES DISTURBED BY CONSTRUCTION.

DRAWING NOT TO SCALE

10' ASPHALT GREENWAY TRAIL	STANDARD DETAIL NUMBER: HS340	
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE 7/24/18	REVISIONS

vhb.com
VHB Engineering NC, P.C.
940 Main Campus Drive
Suite 500
Raleigh, NC 27606
919.829.0328
Corp. # C-3705

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 042161 BRYAN K. EDWARDS

PRELIMINARY
NOT FOR CONSTRUCTION

Village Gate Improvement Design

SR 1101/SR 1114
Holly Springs, North Carolina

No.	Revision	Date	Appvd.
A	20-MAS-03/20-SEU-09 - 2nd SUBMMISSION	8/28/2020	BKE
B	20-MAS-03/20-SEU-09 - 3rd SUBMMISSION	10/2/2020	BKE

Designed by BKE
Checked by VHB
Issued for
Date July 6th, 2020

Preliminary - Not for Construction

Drawing Title
Greenway/Sidewalk Conceptual Design Plan

Drawing Number
TE 2.0

Sheet 10 of

Project Number
391900.00

Saved Friday, September 25, 2020 9:42:15 AM BEDWARDS Plotted Friday, September 25, 2020 12:05:54 PM Edwards, Brian

THE TOWN OF
Holly Springs

Village Gate Tract 2 Development Plan 20-DP-12 and Waivers 20-WAV-19, 20-WAV-20, 20-WAV-21

Motion and Conditions of Approval:

Motion to adopt Resolution #20-39 to make and accept the Findings of Fact for consideration of and to approve Waivers.

Motion to approve / deny / defer Development Plan #20-DP-12 for Village Gate Tract 2 as submitted by TMTLA Associates, dated revised 10/02/20 with the following conditions:

1. Prior to the submittal of any UDO Permit for Sign Installation for permanent signage or public art, a Master Sign Plan must be submitted to the Department of Planning & Zoning for review and approved.
2. All previous conditions of approval for Village Gate Detailed Master Plan shall apply except for any condition that describes a fee or a fee-in-lieu to be paid shall now comply with the current amounts due pursuant to the town's current annual budget or any unexpired development agreement.
3. All previous approval conditions for Village Gate Rezoning will apply to this plan as well.
4. Articles of the Development Agreement executed with the Village Gate Rezoning shall apply to this Development Plan.
5. This project will be required to meet Town's NPDES Phase II Post Construction Stormwater ordinance.
6. The design of the pedestrian access near the focal point at the corner of Ralph Stephens Rd and S. Main Street is pending additional coordination with the adjacent property owner. Final design shall be determined during construction drawing review.
7. The following must be completed prior to *or with* first Construction Drawing submittal:
    a. Approval of the Village Gate Master Plan
    b. Payment of all invoiced special study review fees.
    c. All items listed on the Stormwater Submittal Checklist, Form #16003
    d. Thoroughfares, collectors and boulevards require a calculated pavement design.
8. Prior to Construction Drawing approval and/or issuance of a land disturbance permit, the following must be addressed:
    a. Off-site water and sewer easements are required to be documented in the form of a recorded plat.
    b. Approval of Stormwater Management Plan
    c. Payment of the Stormwater Fee-in-Lieu
    d. All environmental permits must be obtained for the entire project

e. Any required off-site right-of-way for this project shall be dedicated in the form of a recorded plat.
f. Cross-Access Easements between adjacent property owners shall be shown on construction drawings and are required to be documented in the form of a recorded plat. An Access Easement Agreement is required to be documented between the adjacent property owners.
g. Any off site sewer facilities that are needed to serve this project; including the Basal Creek Pump Station improvements by the Lowe's development and the downstream sewer extension and manhole network by Stephens Tract Townhomes project, must be substantially complete prior to this Development Plan receiving Construction Drawing approval.
h. Any off site water facilities that are needed to serve this project; including the watermain extension on Ralph Stephens Road by the Stephens Tract Townhomes project, must be substantially complete prior to this Development Plan receiving Construction Drawing approval.
i. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the SCM is required at the end of the performance monitoring period for the project

9. Prior to the issuance of any plat or permit approval for the Village Gate project, the following must be addressed:
    a. Payment of a fee-in-lieu for design and construction of GB Alford/NC-55 transportation improvements, proportionate to the project impact in the amount of $105,000

THE TOWN OF

Holly Springs

Resolution No.: 20-39
Date Adopted: November 17, 2020
Effective Date: November 17, 2020

RESOLUTION OF THE TOWN OF HOLLY SPRINGS TOWN COUNCIL MAKING FINDINGS OF FACT FOR WAIVERS FOR ARCHITECTURAL AND DESIGN REQUIREMENTS (20-WAV-19, 20-WAV-20); & WAIVER OF OFF-STREET LOADING REQUIREMENTS (20-WAV-21); IN ASSOCIATION WITH DEVELOPMENT PETITION 20-DP-12 FOR VILLAGE GATE TRACT 2

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

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

Waiver for Alternate Compliance with Architectural Design Requirements Findings of Fact:
A petition for a waiver of regulations of UDO Section 3.08, A., waiver for Alternate Compliance with Architectural Design Requirements may only be granted upon the presentation of sufficient evidence to enable a written determination that:

1. The proposed development represents the use of building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;
2. The proposed development will be compatible with and will enhance the use or value of area properties;
3. The proposed development is consistent with the intent of the Comprehensive Plan; and,
4. The proposed development is consistent with the intent and purpose of this UDO.

Waiver of regulations of UDO Section 7.05 C: Minimum Number of Off-Street Loading Spaces Findings of Fact:
A petition for a waiver of regulations of UDO Section 7.05 F: Minimum Number of Off-Street Loading Areas may only be granted upon the presentation of sufficient evidence to enable a written determination that:

1. The nature and location of the proposed building or structure, and;

2. The maximum size and number of delivery vehicles and the approximate time of day and number of occurrences per week that delivery vehicles can reasonably be expected to serve the proposed building or structure at one time, and;
3. The granting of the waiver will not be detrimental to public safety, health or welfare or injurious to other property, and;
4. The waiver will not contravene the provisions of this UDO or the Comprehensive Plan, and;
5. An area for future off-street loading area is provided on the lot or within the integrated center, business park or industrial park that is of sufficient size and layout to effect compliance with the basic minimum requirements of this UDO is indicated on the approved plans. Such area shall not be used for any form of development unless an amended development plan is submitted and approved, that indicates compliance with the provisions of this sub-Section.

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

Part 1: Alternate Compliance with Architectural Design Requirements (20-WAV-19)

A Waiver of Regulations of UDO Section 3.08, A 1. c. Primary Façade Building Materials, and Building Massing and Façade Treatment, Variation in Massing, to allow an increase in building bay width for Building 1 from 30 feet to 40 feet in association with Development Plan Petition #20-DP-12.

Part 2: Alternate Compliance with Architectural Design Requirements (20-WAV-20)

A Waiver of Regulations of UDO Section 3.08, A 1. c. Primary Façade Building Materials, and Building Massing and Façade Treatment, Variation in Massing, to allow an increase in building bay width for Building 2 from 30 feet to 40 feet in association with Development Plan Petition #20-DP-12.

Part 3: Waiver of regulations of UDO Section 7.05 C: Minimum Number of Off-Street Loading Spaces (20-WAV-21)

A Waiver of Regulations of UDO Section 7.05, B. Off-Street Loading Regulations, Design and Construction of Loading Areas, to allow a reduction in the minimum off-street loading dimensions from twelve (12) feet in width and fifty-five (55) feet in length to ten (10) feet in width and thirty-six (36) feet in length in association with Development Plan Petition #20-DP-12.

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

THEREFORE, BE IT RESOLVED by the Town Council to make and accept the Findings of Fact for Waivers For Architectural And Design Requirements (20-WAV-19, 20-WAV-20); & Waiver Of Off-Street Loading Requirements (20-WAV-21); as submitted by McAdams.

Adopted by the Holly Springs Town Council on this, the 17th day of November, 2020.

Town of Holly Springs by

Dick Sears, Mayor

ATTEST:

Linda McKinney, Town Clerk

RESOLUTION EXHIBIT A

Part 1: Alternate Compliance with Architectural Design Requirements (20-WAV-19) Findings of Fact Submitted By Petitioner

TOWN OF HOLLY SPRINGS
UDO SECTION 3.08 OR 4.05: ALTERNATE COMPLIANCE WITH ARCHITECTURAL AND SITE DESIGN REQUIREMENTS IN LB, CB, OR, GB & BT, RT, IT
FINDINGS OF FACT

DPM Appendix #A.06
Supplement #15
December 2018

Please print responses in blue or black ink or typewrite.

A petition for Alternate Compliance may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or describe the unique conditions that would enable the decision making body to make a written determination that:

Findings of Fact

For DPZ Use only
Project # _____
Date Received:

☐ Initial ☐Revised ☐ Final

(1) The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;

A prominent entry feature on the primary facade of Medical Office Building 1 facing S. Main St. is intended to serve as a focal point and clear building entry, with raised facades varying from 24" - 30" in depth at potential outside tenant entries. Introduction of a larger scale, more prominent, curved entry element with increased depth is proposed to enhance the building design beyond the minimum variation in massing requirements of the UDO.

(2) The proposed development will be compatible with and will enhance the use or value of area properties;

Tract 2 of the proposed Village Gate development includes 1 and 2-story medical office buildings of approx. 12,500 and 49,000 SF to serve the Holly Spring and surrounding community. Tract 3 will bring a mix of uses, including approx. 160 market rate residential units, ground floor retail, ground level and terrace amenities for residents and the community at large, daycare, and food service kiosk. Tract 1 includes approx. 159 age targeted multi-family units.

(3) The proposed development is consistent with the intent of the Comprehensive Plan; and,

The proposed Village Gate development contributes mixed use density in an appropriate location, on S. Main St. in proximity to downtown Holly Springs. When complete, the development will be a true mixed use center, offering a range of retail, child, and healthcare options serving a range of ages from infant and toddler care, to young professionals, to retirees.

(4) The proposed development is consistent with the intent and purpose of this UDO.

A high-quality development is desired and articulation of the primary and secondary building entry elements as proposed are appropriate for this building type and consistent with the intent of the UDO. Additional facade articulation to comply with variation in massing requirements in the UDO will have a negative impact on the clarity of the building design by adding relief to building elements that cannot be repeated due to the small building facades and therefore would detract from the prominence of the primary and secondary building entries.

Part 2: Alternate Compliance with Architectural Design Requirements (20-WAV-20) Findings of Fact Submitted By Petitioner

TOWN OF HOLLY SPRINGS
UDO SECTION 3.08 OR 4.05: ALTERNATE COMPLIANCE WITH ARCHITECTURAL AND SITE DESIGN REQUIREMENTS IN LB, CB, OR, GB & BT, RT, IT
FINDINGS OF FACT

DPM Appendix #A.06
Supplement #15
December 2018

Please print responses in blue or black ink or typewrite.

A petition for Alternate Compliance may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or describe the unique conditions that would enable the decision making body to make a written determination that:

Findings of Fact

For DPZ Use only
Project # _____
Date Received:

☐ Initial ☐ Revised ☐ Final

(1) The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;

While Medical Office Building 2 will serve multiple tenants, a prominent entry feature on the primary facade facing S. Main St. is intended to serve as a focal point and clear building entry to a common building core, with raised facades at either end at potential outside tenant entries. Introduction of a larger scale, more prominent, curved entry element with increased depth and wider bay spacing is appropriate and enhances the building design beyond the minimum variation in massing requirements of the UDO.

(2) The proposed development will be compatible with and will enhance the use or value of area properties;

Tract 2 of the proposed Village Gate development includes 1 and 2-story medical office buildings of approx. 12,500 and 49,000 SF to serve the Holly Spring and surrounding community. Tract 3 will bring a mix of uses, including approx. 160 market rate residential units, ground floor retail, ground level and terrace amenities for residents and the community at large, daycare, and food service kiosk. Tract 1 includes approx. 159 age targeted multi-family units.

(3) The proposed development is consistent with the intent of the Comprehensive Plan; and,

The proposed Village Gate development contributes mixed use density in an appropriate location, on S. Main St. in proximity to downtown Holly Springs. When complete, the development will be a true mixed use center, offering a range of retail, child, and healthcare options serving a range of ages from infant and toddler care, to young professionals, to retirees.

(4) The proposed development is consistent with the intent and purpose of this UDO.

A high-quality development is desired and articulation of the primary building entry element as proposed is appropriate for this building type and consistent with the intent of the UDO. A narrower width in bay spacing at the building entry to comply with this UDO requirement will have a negative impact on the clarity of the building design by reducing the scale and prominence of the primary building entry.

Part 3: Waiver of regulations of UDO Section 7.05 C: Minimum Number of Off-Street Loading Spaces (20-WAV-21) Findings of Fact Submitted By Petitioner

VILLAGE GATE MASTER PLAN WAIVER REQUEST: LOADING SPACE SIZE REDUCTION (TRACT 2)

1) The nature and location of the proposed building or structure, and;

Response: The UDO's off-street loading requirements are geared toward industrial and integrated (shopping) center type development. It makes sense for those aforementioned uses to have the need for off-street loading requirements as they can have the expansive need for the transfer of goods and services. Medical/professional office does not share this same need. In contrast, deliveries are typically handled before the offices are opened to the public and do not feature large 18-wheeler commercial trucks, making the need for the minimum dimensional requirement for a designated located space and the minimum pull-off loading space unwarranted.

2) The maximum size and number of delivery vehicles and the approximate time of day and number of occurrences per week that delivery vehicles can reasonably be expected to serve the proposed building or structure at one time, and;

Response: As previously mentioned, the anticipated size of delivery vehicles is not that of an 18-wheeler truck but rather a UPS, Fed-EX, or Amazon vehicle type. While the number of occurrences is impossible to predict, it is anticipated most of these deliveries will be contained to the dedicated loading space which will be labeled as such. If for some odd occurrence, very large trucks do make a delivery the tenants would arrange such delivery during off-hours such as to not interrupt daily parking needs.

3) The granting of the waiver will not be detrimental to public safety, health or welfare or injurious to other property and;

Response: As stated elsewhere, the presence of environmental features, as well as utility easements (please see associated development plan 20-DP-12), make every utilization on this site to require thoughtful consideration. There is not a need to require a typical off-street loading space dimension on-site, therefore, a minimum loading space of 10' x 36' is provided and will accommodate a standard UPS, FED-EX, Amazon or other box truck. This does nothing to present a danger to public health, safety or welfare and certainly is not injurious to other property.

4) The waiver will not contravene the provisions of this UDO or the Comprehensive Plan, and;

Response: The property owner/developer is proposing every possible option available to attempt to mitigate the parking issues on-site and still meet the developers' agreement minimum square footage allocations for tract 2. The proposed use on the subject property does not require a typical loading space size, therefore, the limited space availability is better utilized to meet off-street parking requirements and still meet off-loading needs to perspective tenants.

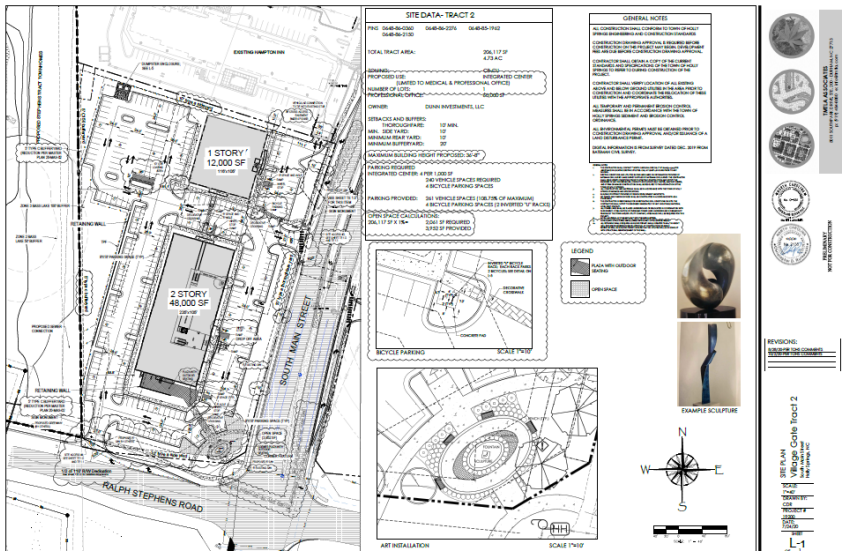
Specifically, this development will not only be unlike any other currently in Holly Springs and is also designed to utilize the acreage to the greatest extent possible whilst being a good neighbor, exactly what the Comprehensive designation of Mixed Use Center envisions. The buildings are oriented towards South Main Street to the greatest extent possible to encourage pedestrian traffic as well as still allowing an urban streetscape to take shape, complete with street trees and public sidewalk allowing goals of the ordinance. Most importantly, the overall Village Gate development – this is only one component - will provide a mix of uses that will improve the overall convenience and general welfare of the surrounding community: Professional offices; pre-school facility; ground floor commercial with upper story residential apartments which will include much needed workforce housing; as well as apartments dedicated strictly towards the under-served senior population – these uses truly meet and exceed all high community moral standards Holly Springs has set, all walks and stages of life can enjoy Village Gate!

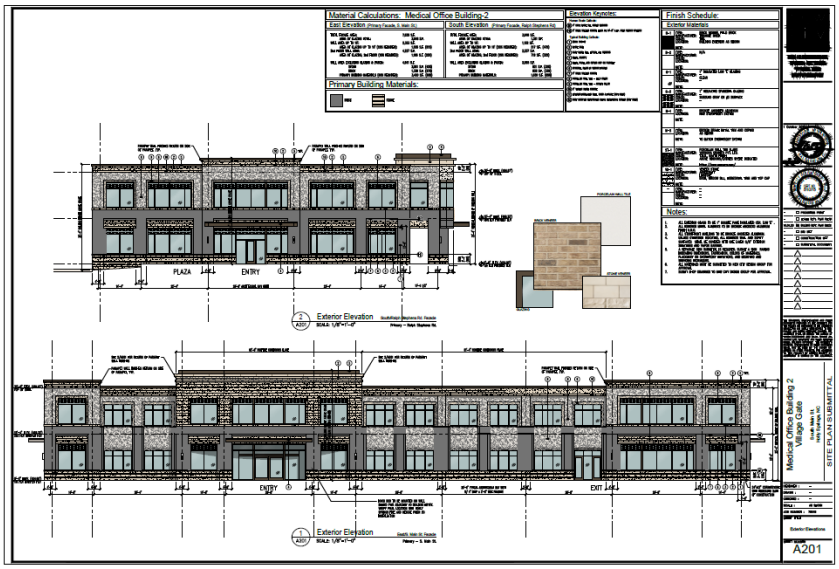
5) An area for future off-street loading area is provided on the lot or within the integrated center, business park or industrial park that is of sufficient size and layout to effect compliance with the basic minimum requirements of this UDO is indicated on the approved plans. Such area shall not be used for any form of development unless an amended development plan is submitted and approved, that indicated compliance with the provisions of this sub-Section.

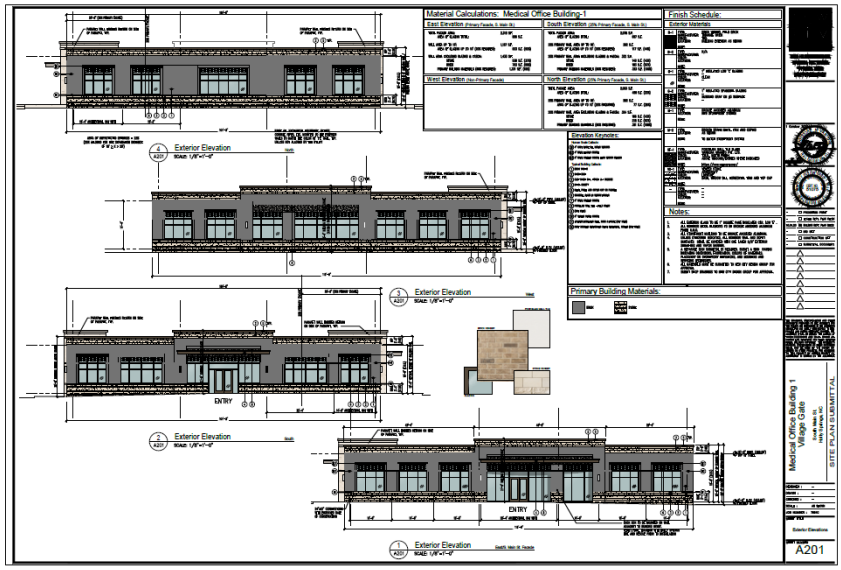
Response: As previously mentioned above, the nature of professional office and medical use business does not require large off-street loading needs, therefore, we anticipate all loading taking place in the current dedicated loading space shown on the development plan so no area for future off-street loading is necessary.

RESOLUTION EXHIBIT B

SITE PLANS & ELEVATIONS







RESOLUTION EXHIBIT C

TOWN COUNCIL'S FINDINGS OF FACT

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

The Town Council made the following additional findings:

Part 1: Alternate Compliance with Architectural Design Requirements (20-WAV-19)

X No additional findings

Part 2: Alternate Compliance with Architectural Design Requirements (20-WAV-20)

X No additional findings

Part 3: Waiver of regulations of UDO Section 7.05 C: Minimum Number of Off-Street Loading Spaces (20-WAV-21)

X No additional findings

RESOLUTION EXHIBIT D

CONDITIONS OF APPROVAL

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

Part 1: Alternate Compliance with Architectural Design Requirements (20-WAV-19)

X No Conditions

Part 2: Alternate Compliance with Architectural Design Requirements (20-WAV-20)

X No Conditions

Part 3: Waiver of regulations of UDO Section 7.05 C: Minimum Number of Off-Street Loading Spaces (20-WAV-21)

X No Conditions

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 17.

New Business
Title: Village Gate Tract 3 Development Plan 20-DP-13
Strategic Priority Area: Economic Prosperity & Diversity
Responsible & Balanced Growth
Staff Resource: Sean Ryan, Development Services, Rachel Jones, Development Services

Action(s):

1. Adopt Resolution 20-42 to make and accept the Findings of Fact for consideration of Waivers.
2. Approve/deny/defer Village Gate Tract 3 with the conditions stated in the attachment.

Explanation:

- The Town has received a request for a Development Plan for Tract 3 of the Village Gate Master Plan (20-MAS-03, pending Town Council approval) located at the intersection of Ralph Stephens Road and S. Main Street.
- In accordance with the Master Plan, Tract 3 contains approximately 21,000 square feet of integrated center, 160 dwelling units, Child Care Center, and art park.
- In conjunction with the Development Plan, the applicant is requesting Waivers of certain development requirements:
    - a reduction in the amount of primary building materials for the mixed-use building
    - a reduction in the amount of primary building materials for the kiosk building
    - a reduction in the amount of glazing for the kiosk building
    - waiver of primary façade requirements for the child care campus

Planning Board Recommendation:

The Planning Board discussed the following issues and concerns on 10/27/2020:
(This Development Plan was discussed at the same time as the Master Plan and the discussion items are the same as previously reported to the Town Council)

- An explanation of the development agreement that was approved and the timing of the agreement in relation to the approval of the recent UDO amendments to the Mixed-Use Option.
- A discussion about the required streetscape elements and if this plan sufficiently addressed the requirements.
- A discussion about the waiver for Tree Preservation requirements
- Who would be eligible for the workforce housing units

Planning Board Recommendation:

The Planning Board recommended approval (6-2-1)

Those voting against the motion were:

- Mr. Crandall: Insufficient details provided and should be discussed further.
- Mr. Stuckey: Needs more detail for a decision to be made.

Background:

- The parcel is Tract 3 of the Village Gate Master Plan.
- The Town Council approved a Development Agreement for this project on June 16, 2020.
- Parcel was zoned CB Community Business on June 16, 2020.

Funding Source(s):

N/A

Attachment(s):

1. VillageGateTract320DP13_Plans
2. VillageGateTract320DP13_Conditions
3. 20-42 VillageGateTract320DP13_ResolutionFingsofFact_WAV

Town *of* Holly Springs
Staff Report to the Planning Board

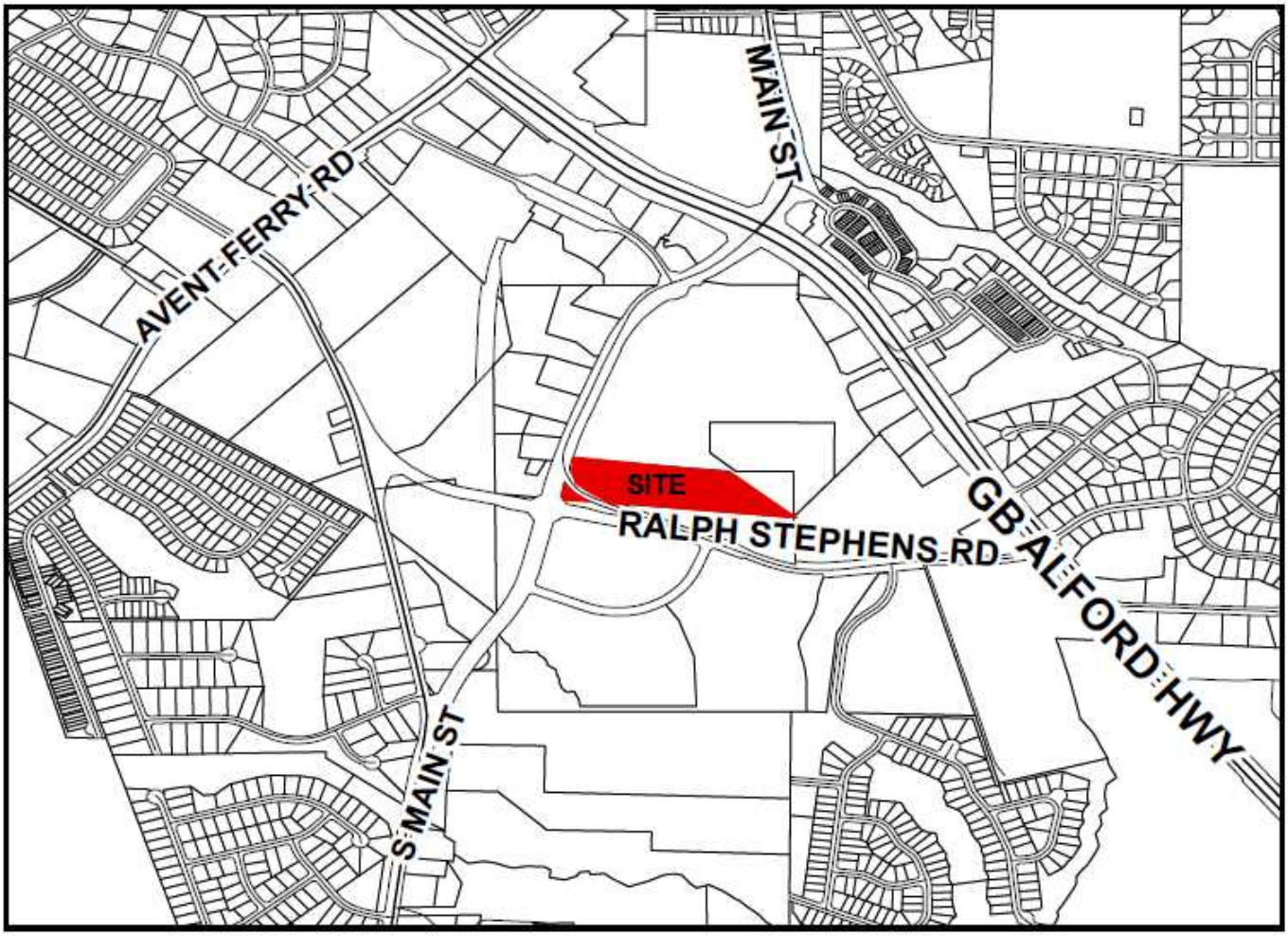
REQUEST FOR DEVELOPMENT PLAN
VILLAGE GATE TRACT 3
20-DP-13

APPLICANT(S):
Laura Holloman
McAdams
2905 Meridian Prky
Durham, NC 27713

DEVELOPER(S):
Eli Zablud
Dunn Investments, LLC
220 Tals Rock Way, Ste. 305
Cary, NC 27519

OWNER(S):
Barnes, Elizabeth
Edwards, Patsy

LOCATION:



[ ] Within Corporate Limits of Holly Springs [**X**] Within Holly Springs ETJ [**X**] Annexation Pending

ANTICIPATED REVIEW SCHEDULE:

Planning Board: October 27, 2020
Town Council Action: November 17, 2020

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

ATTACHMENTS:
Development Petition, Development Plan, Applicant's Findings of Fact for Waivers

PARCEL INFORMATION			
OWNER	**PARCEL #**	**ZONING**	**AREA**
Barnes, Elizabeth Edwards, Patsy	648854727	CB CU: Community Business Conditional Use	0.2± acres
Barnes, Elizabeth Edwards, Patsy	648950812	CB CU: Community Business Conditional Use	7.01± acres
		TOTAL	**7.21± acres**

ADJACENT PROPERTY SITE DATA		
	ZONING	**EXISTING LAND USE**
Subject Property	CB CU: Community Business Conditional Use	Vacant, undeveloped
North	CB: Community Business	Western Parcels: South Park Village commercial center Eastern Parcels: Shoppes At Holly Springs commercial center
South	CB: Community Business	Ralph Stephens Road, undeveloped (planned Long-Term Care facility)
East	CB: Community Business	Shoppes At Holly Springs commercial center and Collins Park commercial center
West	CB CU: Community Business Conditional Use	S. Main Street, undeveloped, planned Village Gate Tract 2

PROPERTY HISTORY

ETJ History
Resolution: 05-03
Approved by Town Council on: January 5, 2005

Rezoning History
Rezoning Number: 19-REZ-03
Original Zoning: R-20 and CB
Proposed Zoning: CB CU
Approved by Town Council on: June 16, 2020

Conditions Of Approval:

1) All properties within the rezoning request shall be developed in accordance with the mixed use development option in the Community Business zoning district as outlined in Section 3.05 C. of Holly Springs United Development Ordinance. The property owner reserves the ability to request any variances, waivers, or alternate compliance as permitted by the ordinance.
2) All multifamily dwellings on TRACT 1 as shown on 'EXHIBIT 1', shall be limited to age-restricted with associated amenities. A Declaration of Covenants, Conditions, and Restrictions ("Declaration") providing that at least eighty percent (80%) of all occupied units shall have as a resident at least one person age 55 or older ("age restriction") shall be recorded with the applicable Register of Deeds Office. Covenants shall at all times in full force and effect so long as

the apartment complex remains as a multifamily use. Any recession or modification of the covenants regarding age restriction shall have approval of the town.

Prior to applying for any building permits, an opinion letter from an attorney licensed to practice in North Carolina shall be provided to the Town stating that the age restriction was drafted in a form that the attorney, in the exercise of customary professional diligence, would reasonably recognize as compliant with the Fair Housing Act 42 U.S.C Sec. 3601, et. seq., and the North Carolina State Fair Housing Act, N.C. Gen. Stat. 41A-1, et seq.

3) The developer acknowledges the need to provide workforce housing within the Town of Holly Springs and is committed to doing so. Workforce housing shall be defined as affordable housing intended to serve those of moderate to middle income levels. Specifically, these workforce units shall be restricted to professionals currently employed as: teachers, hospital workers, EMS/First Responders, police, fire, as well as Town of Holly Springs employees. The developer shall provide a minimum of fifty (50) units of such housing to be located on Tract 3 only as identified on 'Exhibit 1'.

   Prior to any Certificate of Occupancy being issued for any workforce housing dwelling unit, the applicant or owner must prepare and record in the Wake County Register of Deeds all documents as necessary to ensure that these units will be maintained as workforce housing in perpetuity.
4) The Town requires, pursuant to N.C.G.S. § 160A-372, the dedication and construction of streets and rights of way, as shown in the approved Comprehensive Transportation Plan and the approved Transportation Impact Analysis, to create conditions essential to public health, safety, and the general welfare. A rezoning may be delayed until such time as necessary transportation improvements (to include offsite improvements) may be made, unless the Town and the Developer can enter into agreements to accelerate the time for completion of these needed improvements.
5) The developer shall construct an additional northbound shared through and right turn lane with 250 linear feet of storage on Piney Grove Wilbon Road at the intersection of South Main Street subsidizing previously allocated funds paid as depicted in the Transportation Impact Analysis.
6) The Town requires certain fees to be paid upon development of land and for the granting of a building permit. Said fees are listed in the Town's annual budget, and with this rezoning the Developer agrees he/she (i) is familiar with these fees, (ii) does not dispute the reasonableness of these fees as set forth in the Town's annual budget; and (iii) notwithstanding any reimbursements discussed at this time through an Infrastructure Reimbursement Agreement, hereby agrees to timely pay all normal and customary fees applicable to Developer in connection with the Residential Project. Such fees are listed in the current year annual budget of fees at the time the fee is due under the ordinary course of development.
7) Proposed uses on Tract 2 as identified on 'Exhibit 1' shall be limited to professional office only.
8) Parking provided on tracts 1 and 3 as identified on 'Exhibit 1' shall be located at or behind the front façade of all buildings.
9) Tract 3 as identified on 'Exhibit 1' shall be limited to mixed-use development containing two or more of the following uses: commercial, multifamily dwellings, professional office, and child care center.
10) For proposed building facades located within fifty (50) feet of the intersection of South Main Street and Ralph Stephens Road and fronting such intersection, shown on Tract 3 as identified on 'Exhibit 1', shall contain first floor commercial uses. Sides and rear facades of such buildings may contain ground floor residential uses.
12) The maximum building height of the proposed development shall be 75 feet.
13) The developer understands that walkability is crucial to this mixed use concept. Therefore, the developer will construct a ten foot wide asphalt public greenway, in accordance with Town of Holly Springs Design and Construction Standards, terminating at the intersection of Ralph Stephens Road and South Main Street with a maximum linear footage of 2,000 feet in a direction and alignment to be determined with town staff within current available public right-of-way.

Development Agreement History

Approved by Town Council on: June 16, 2020

The Development Agreement generally provides for the following:

- Establishes the Permitted Uses of the project:
  - Tract 1 will include a 12,000 sq. ft. commercial building and 190 age targeted residential units
  - Tract 2 will include a 60,000 sq. ft. office building(s)
  - Tract 3 will include a day care and a 90,000 sq. ft. mixed use building with 160 residential units
    - 50 units will be reserved for workforce housing
      - Units will be available to those earning between 50-80% Area Median Income (AMI)
      - Units will be affordable for a period of 20 years
- Requires sewer construction
- Lists the necessary transportation improvements
- Provides an extended pedestrian connection
- Requires annexation

Master Plan History
Project Number: 20-MAS-03
Description: Mixed-Use Option Master Plan
Approved by Town Council on: Pending

Special Exception Use History
Project Number: 20-SEU-09
Description: Mixed-Use Option
Approved by Town Council on: Pending

Variance History
Project Number: 20-VARTC-07
Description: A reduction in the minimum side and rear bufferyard from 25 feet to 5 feet
Approved by Town Council on: Pending

Project Number: 20-VARTC-08
Description: A reduction in the minimum Plant Unit Value for thoroughfare yards from a Type-A 75 Plant Unit Value to street trees placed 40 feet
Approved by Town Council on: Pending

Project Number: 20-VARTC-09
Description: A reduction in the minimum Plant Unit Value for bufferyards from a Type-C 150 Plant Unit Value to a Type-C 55 Plant Unit Value
Approved by Town Council on: Pending

Project Number: 20-VARTC-10
Description: A reduction in the size of loading zone
Approved by Town Council on: Pending

WAIVER REQUESTS

1. 20-WAV-22: Request to allow for a Waiver of Regulations of UDO Section 3.08, A 1. c. Primary Façade Building Materials, and Building Massing and Façade Treatment, Primary Building Material, to allow an reduction from 60% primary building material on the Solaris Mixed Use building as follows: West Elev.: 60% to 26%; North Elev.: 60% to 30%; East Elev.: 60% to 33%; South Elev.: 60% to 31%; in association with Development Plan Petition #20-DP-13.

UDO Requirements:
3.08, A 1. c. Primary Façade Building Materials, and Building Massing and Façade Treatment, Primary Building Material

Primary Building Material (required) – The primary building material (excluding: windows; display windows; doors; roofing; fascia or soffit materials) constituting a minimum of sixty (60) percent of the façade shall be either:

(i) brick;

(ii) stone (e.g. natural/cultured, limestone, marble, or granite);
(iii) split-face block; or,
(iv) architectural concrete, if the surface is designed to simulate brick or stone.

Waiver Findings of Fact:

1. The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space) which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;
2. The proposed development will be compatible with and will enhance the use or value of area properties;
3. The proposed development is consistent with the intent of the Comprehensive Plan; and,
4. The proposed development is consistent with the intent and purpose of this UDO.

2. 20-WAV-23: Request to allow for a Waiver of Regulations of UDO Section 3.08, A 1. c. Primary Façade Building Materials, and Building Massing and Façade Treatment, Primary Building Material, to allow an reduction from 60% primary building material on the Kiosk building as follows: Primary/West Elev.: 60% to 40%; 25% Primary/North & South Elev.: 60% to 2%, in association with Development Plan Petition #20-DP-13.

UDO Requirements:
3.08, A 1. c. Primary Façade Building Materials, and Building Massing and Façade Treatment, Primary Building Material

Primary Building Material (required) – The primary building material (excluding: windows; display windows; doors; roofing; fascia or soffit materials) constituting a minimum of sixty (60) percent of the façade shall be either:

(i) brick;
(ii) stone (e.g. natural/cultured, limestone, marble, or granite);
(iii) split-face block; or,
(iv) architectural concrete, if the surface is designed to simulate brick or stone.

Waiver Findings of Fact:

1. The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space) which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;
2. The proposed development will be compatible with and will enhance the use or value of area properties;
3. The proposed development is consistent with the intent of the Comprehensive Plan; and,
4. The proposed development is consistent with the intent and purpose of this UDO.

3. 20-WAV-24: Request to allow for a Waiver of Regulations of UDO Section 3.08, A 1. c. Primary Façade Building Materials, and Building Massing and Façade Treatment, Animating Features, to allow a reduction from 40% windows and glass doors as follows: Primary/West elevation: 40% to 5%; 25% Primary/North & South elevations: 40% to 20%, in association with Development Plan Petition #20-DP-13.

UDO Requirements:
Section 3.08, A 1. c. Primary Façade Building Materials, and Building Massing and Façade Treatment, Variation in Massing

Variation in Massing.

Building walls shall consist of a building bay or structural building system that is a maximum of thirty (30) feet in width. Bays shall be visually established by architectural features such as columns, ribs, pilasters or piers, changes in plane, no less than twelve (12) inches in width and four (4) inches in depth or an equivalent element that subdivides the wall into human scale proportions.

Waiver Findings of Fact:

1. The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space) which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;
2. The proposed development will be compatible with and will enhance the use or value of area properties;
3. The proposed development is consistent with the intent of the Comprehensive Plan; and,
4. The proposed development is consistent with the intent and purpose of this UDO.

4. 20-WAV-25: Request to allow for a Waiver of Regulations of UDO Section 3.08, A. 1. Building Materials, Colors, Textures, Architecture, Roof Treatment and Facade Modulation to allow for a waiver of the primary façade requirements for the child care campus in association with Development Plan Petition #20-DP-13.

UDO Requirements:
Section 3.08, A 1. Building Materials, Colors, Textures, Architecture, Roof Treatment and Facade Modulation

(1) The Primary Façade *Building Materials* and *Building* Massing and Façade Treatment and Other Façade requirements of this sub-section shall be applicable to:

(a) Any new *building*

Waiver Findings of Fact:

1. The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space) which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;
2. The proposed development will be compatible with and will enhance the use or value of area properties;
3. The proposed development is consistent with the intent of the Comprehensive Plan; and,
4. The proposed development is consistent with the intent and purpose of this UDO.

STAFF ANALYSIS

PROJECT OVERVIEW
The Town has received a request for a Development Plan for Tract 3 of the Village Gate Master Plan (*20-MAS-03, pending Town Council approval*) located at the intersection of Ralph Stephens Road and S. Main Street. In accordance with the Master Plan, Tract 3 contains approximately 21,000 square feet of integrated center, dwelling units, Child Care Center, and art park.

PLANNING & ZONING

Vision Holly Springs Comprehensive Plan

Land Use & Character

The Land Use & Character Plan designates these properties as Natural Area and Mixed-Use Center.

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

Mixed-Use Center
A Mixed-Use Center offers the opportunity to serve broader economic, entertainment, and housing needs in the community. Land uses and buildings on small blocks in the core may stand three or more stories tall and encourage active public spaces between the buildings. Residential units or office space are found above storefronts. Homes surrounding the core offer several choices to live and experience the center. Parking is satisfied using on-street parking, structured parking, and shared rear-lot parking strategies. The compact, walkable environment and mix of residential and non-residential uses in the center supports multiple modes of transportation, including the potential for transit-oriented development if-when a decision is made to invest in premium transit along the NC 55 corridor.

A large-scale, Mixed-Use Center may be surrounded by one or more residential neighborhoods that provide additional nearby home choices and encourage active living with a comprehensive and interconnected network of walkable streets.

Development Standards

Mixture of Uses/Gross Floor Area:

The mixture of uses for Village Gate have been determined by the pending Master Plan. This tract contains the required non-residential uses as designated on the Master Plan.

Required Gross Floor Area per Master Plan: 148,300 square feet of residential, 21,000 square feet of Integrated Center
Proposed Gross Floor Area: 148,300 square feet of residential, 21,000 square feet of Integrated Center, 19,200 square feet of other (childcare)

Lot Area/Lot Size:

The proposed Master Plan has established the following lot criteria:
Minimum Number of Lots: 4
Maximum Number of Lots: 6

Proposed Number of Lots Tract 3: 1

Minimum Yards and Setbacks:

Minimum Required Per Master Plan
Adjacent to Nonresidential: 10 feet , Type-A 20
Adjacent to Street Frontage (S. Main Street): 10 feet, street trees

Provided:
Adjacent to Nonresidential: 10 feet, Type-A 20
Adjacent to Street Frontage: 10 feet, street trees

Building Height:

Maximum Permitted: 75 feet
Proposed: 75 feet

Parking & Loading:

Parking Required:

Integrated Center: 4 spaces per 1,000 square feet + 1 bike rack
Residential: 1.75 spaces per unit, plus 10% guest parking
Child Care Center: 1space per 8 pupils + 1 space per 2 employees
Total Required: 425 spaces + 1 bike rack

Parking Provided: 378 spaces + 1 bike rack

Shared Parking: When parking demands for the various uses within a project peak during different times of the day, parking may be shared. Off-street parking may be developed as a combined off-street parking area. The applicant must submit sufficient data to indicate that there is no substantial conflict in the principal operating hours of the uses proposing to make use of the combined off-street parking areas. For information on the proposed shared parking plan, please review the applicant's submittal materials.

Parking Design:

Required: When feasible, off-street parking should be oriented behind or to the side of a building when possible and shall not exceed a maximum depth of sixty (60) feet (i.e. two-way aisle with parking on both sides) not counting required landscaping
Provided: Parking is provided to the rear of the street-fronting buildings. Parking bays are generally 60 feet in width, with the exception of the parking area the primary mixed-use building.

Loading Required: 1 off-street loading space or pull-off loading space
Loading Provided: 1 off-street spaces, 1 additional pull-off space

Open Space and Public Places:

Minimum Open Space Required: 1% of project area or 3,342 sq. ft.
Open Space Provided: 10.3% of project area or 34,348 sq. ft.

Outdoor Operations:

Outdoor seating is provided along the building façades under the canopy of the 2nd floor of the Solaris Mixed Use building and adjacent to the kiosk.

Landscape Requirements:

Perimeter Yard/Bufferyard:

Minimum Required:

Adjacent to Nonresidential: 10 feet, Type-A 20
Adjacent to Street Frontage (S. Main Street): 10 feet, street trees

Provided:

Adjacent to Nonresidential: 10 feet, Type-A 20
Plants include October Glory Maple, River Birch trees & Emily Bruner Holly shrubs

Adjacent to Street Frontage (S. Main Street): 10 feet, street trees
Plants include Trident Maple and Sioux Crepe Myrtle deciduous trees

Foundation:

Foundation landscaping has been provided including Crepe Myrtle trees, Baby Gem Boxwood, Emily Bruner Holly, and Carissa Holly, among others

Interior Parking Lot Landscape Islands:

Required: 38 Landscape Islands containing 1 tree and 4 shrubs
Provided: 38 Landscape Islands containing 1 tree and 4 shrubs including Overcup Oak, Allee Lacebark Elm, Carissa Holly, and Dwarf Buford Elm

Parking Area Screening:

Parking area screening has been provided along all parking spaces which face an adjacent right-of-way or residentially zoned district. Parking screening is not required for this project.

Tree Preservation

Tree Preservation is provided across the entirety of the Master Plan area. 10% of the total site area is required for Tree Preservation

Required for Master Plan: 88,022 square feet
Provided for Master Plan: 91,601 square feet
Provided for Tract 3: 32,446 square feet (9.70% of Tract 3)

General Regulations

Trash Containers:

Trash service to the primary building will be located internal to the building. A trash enclosure is provided behind the Child Care Center.

Architectural and Site Design Requirements

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

Individual building elevation and site design requirements are required to meet UDO Section 3.08, Architectural and Site Design Requirements and the color, material, and design standards set forth in the Master Plan's architectural design guidelines.

Building Materials

A minimum of 60% of the primary building façade must be constructed using a masonry material, such as brick or stone. The Design Guidelines require all buildings to provide a similar stone along the building base for consistency.

Colors

A variety of gray tones are used throughout the various building materials for the mixed use building. Gray and wood tones are indicated for the coffee kiosk building.

Architecture

No specific architectural style has been selected. Stone building bases have been provided consistent with the material indicated in the Master Plan. An ornamental brick wall with a consistent stone base has been provided around the exterior of the child care campus to create a consistent exterior appearance. In accordance with UDO Section 3.08, architectural style must be harmonious with other developments within the general area.

Roof Treatment

Parapet walls must match the perimeter wall below. In locations where a higher parapet wall turns back onto the roof, the turn back must be of sufficient distance to appear as an architectural element and be treated similar to the façade when visible.
Cool roof energy saving roof materials are indicated for the mixed use building.

Animating Features

UDO Section 3.08 stipulates that building bays are to be established a maximum of 30-feet in width with a 4-inch change in depth. Building bays meet this requirement.

Glazing (windows and glass doors) and Human Scale features are provided, including a cast stone water table, lighting scones, and a stone cap above parking entry doors.

Master Sign Plan:
A master sign plan has not been submitted for this project. A Master Sign Plan can be submitted in the future if desired by the applicant.

Lighting:
Lighting will be reviewed for compliance with the Unified Development Ordinance for each outlot. The Town has maximum light levels at property lines, which are stricter along residential property lines to prevent light pollution spilling onto residential properties. The proposed light fixture is shown in the associated master plan. The proposed lighting style is LED with black pole and fixture.

Pedestrian Circulation and Vehicular Area Design (UDO Section 7.09)
Walkways or Pedestrian/Bikeway System Design:
A connection to the public sidewalk system will be required for each building.

ENGINEERING

Water Service:
This development will connect to existing water main in S. Main Street to extend a network of 12-inch and 8-inch water main internal to the site. Water main will be extended internally to serve all proposed buildings. The existing 12-inch water main in the abandoned right-of-way onsite will be relocated to the current Ralph Stephens Rd right-of-way with this project.

Sewer Service:
To provide sewer service to the project, a gravity sewer main extension will be constructed through the southern adjacent Powell property to connect to an existing manhole in Ralph Stephens Rd. The sewer main extension requires acquisition of off-site public sewer easement from the adjacent property owner. Sewer from this development will discharge to the Basal Creek Pump Station. This will be finalized with the Construction Drawing review and Plat review process.

Transportation
A Traffic Impact Analysis (TIA) was completed and approved with the Village Gate Rezoning. The TIA identified transportation improvements that are required to be completed by the Village Gate project. The following items are highlighted in the Development Agreement executed with the Rezoning and speak to the timing of required improvements.

- A fee-in-lieu for design and construction of GB Alford/NC-55 transportation improvements proportionate to the project impact in the amount of $105,000 is required *prior to any permit or plat approval for any tract of the project.*

- Design and construction to retrofit the traffic signal at the intersection of Piney Grove Wilbon/S. Main St/Ralph Stephens from wooden pole to mast arm and upgrade signal timing modifications is *required to be completed prior to Certificate of Occupancy for the Solaris Building on Tract 3.*
- Design and construction of a northbound through-right turn lane at the intersection of Piney Grove Wilbon/S. Main St/Ralph Stephens is *required to be completed prior to Certificate of Occupancy for the Solaris Building on Tract 3.*

S. Main Street is at its full cross section across the Tract 3 property frontage in accordance with the Comprehensive Transportation Plan. The internal sidewalk network is shown connecting to public sidewalk on S. Main Street. Sidewalk and Cross-Access Easement are shown stubbing the southern adjacent property for future connection in accordance with the Engineering Design & Construction Standards.

North Carolina Fire Code requires a secondary emergency access for this development. The secondary emergency access has been proposed through the southern adjacent Powell property. The emergency access requires obtaining a 30-ft off-site Emergency Access Easement from the adjacent property owner. This will be finalized with the Construction Drawing review and Plat review process.

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

TECHNICAL REVIEW COMMITTEE DISCUSSION

The Technical Review Committee discussed the initial concept for this project on August 6, 2019.

Planning Board Representatives: Courtney Patterson
Town Council Representatives: Dan Berry, Tom O'Brien
Summary of Discussion:

Committee members expressed interest in learning more about Workforce Housing. There were concerns raised about the apartment component of the project and interest expressed in senior apartments with elevators. Another member preferred neighborhood commercial uses be developed on the property. The lack of sidewalk connectivity to existing surrounding neighborhoods was also discussed.

STAFF RECOMMENDATION TO THE PLANNING BOARD

ACTION #1: WAIVER OF REGULATIONS OF UDO

Motion that the Planning Board recommend approval/denial of the following waivers:

1. **20-WAV-22: Request to allow for a Waiver of Regulations of UDO Section 3.08, A 1. c. Primary Façade Building Materials, and Building Massing and Façade Treatment, Primary Building Material, to allow an reduction from 60% primary building material on the Solaris Mixed Use building as follows: West Elev.: 60% to 26%; North Elev.: 60% to 30%; East Elev.: 60% to 33%; South Elev.: 60% to 31%; in association with Development Plan Petition #20-DP-13.**
2. **20-WAV-23: Request to allow for a Waiver of Regulations of UDO Section 3.08, A 1. c. Primary Façade Building Materials, and Building Massing and Façade Treatment, Primary Building Material, to allow an reduction from 60% primary building material on the Kiosk**

building as follows: Primary/West Elev.: 60% to 40%; 25% Primary/North & South Elev.: 60% to 2%, in association with Development Plan Petition #20-DP-13.

3. **20-WAV-24: Request to allow for a Waiver of Regulations of UDO Section 3.08, A 1. c. Primary Façade Building Materials, and Building Massing and Façade Treatment, Animating Features, to allow a reduction from 40% windows and glass doors as follows: Primary/West elevation: 40% to 5%; 25% Primary/North & South elevations: 40% to 20%, in association with Development Plan Petition #20-DP-13.**
4. **20-WAV-25: Request to allow for a Waiver of Regulations of UDO Section 3.08, A. 1. Building Materials, Colors, Textures, Architecture, Roof Treatment and Facade Modulation to allow for a waiver of the primary façade requirements for the child care campus in association with Development Plan Petition #20-DP-13.**

ACTION #2: DEVELOPMENT PLAN

Motion that the Planning Board recommend approval/denial of Development Plan #20-DP-13 for Village Gate Tract 3 as submitted by TMTLA Associates, dated Revised 10/02/20 with the following conditions:

1. Prior to the submittal of any UDO Permit for Sign Installation for permanent signage or public art, a Master Sign Plan must be submitted to the Department of Planning & Zoning for review and approved.
2. All previous conditions of approval for Village Gate Detailed Master Plan shall apply except for any condition that describes a fee or a fee-in-lieu to be paid shall now comply with the current amounts due pursuant to the town's current annual budget or any unexpired development agreement.
3. All previous approval conditions for *Village Gate Rezoning* will apply to this plan.
4. Articles of the Development Agreement executed with the Village Gate Rezoning shall apply to this Development Plan.
5. This project will be required to meet Town's NPDES Phase II Post Construction Stormwater ordinance.
6. The following must be addressed prior to or with first Construction Drawing submittal:
   a. Approval of the Village Gate Master Plan
   b. Payment of all special study review invoices
   c. All items listed on the Stormwater Submittal Checklist, Form #16003
7. Prior to Construction Drawing approval and/or issuance of a land disturbance permit, the following must be addressed:
   a. All off-site water and sewer easements required to serve this project shall be documented in the form of a recorded plat.
   b. Approval of Stormwater Management Plan
   c. Payment of the Stormwater Fee-in-Lieu
   d. All environmental permits must be obtained for the entire project
   e. Any required off-site right-of-way for this project shall be dedicated in the form of a recorded plat.
   f. Cross-Access Easements between adjacent property owners shall be shown on construction drawings and are required to be documented in the form of a recorded plat. An Access Easement Agreement is required to be documented between the adjacent property owners.
   g. Any off site sewer facilities that are needed to serve this project; including the Basal Creek Pump Station improvements by the Lowe's development and the downstream sewer extension and manhole network by Stephens Tract Townhomes project, must be substantially complete prior to this Development Plan receiving Construction Drawing approval.
   h. Any off site water facilities that are needed to serve this project; including the watermain extension on Ralph Stephens Road by the Stephens Tract Townhomes project, must be substantially complete prior to this Development Plan receiving Construction Drawing approval.
   i. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting and a maintenance surety in the form of a

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

8. In accordance with the executed Development Agreement, prior to issuance of any permit or plat approval for any tract of the Village Gate project, the following must be addressed:
   a. Payment of a fee-in-lieu proportionate to project impact in the amount of $105,000 for design and construction of GB Alford/NC-55 transportation improvements.
9. In accordance with the executed Development Agreement, prior to Certificate of Occupancy for the Solaris Building on Tract 3, the following must be addressed:
   a. Retrofit of the traffic signal at the intersection of Piney Grove Wilbon/S. Main St/Ralph Stephens Rd. from wooden pole to mast arm construction and signal timing modifications shall be completed.
   b. Design and construction of a northbound through-right turn lane at the intersection of Piney Grove Wilbon/S. Main St/Ralph Stephens Rd. shall be completed.
   c. Off-site Greenway extension along Piney Grove Wilbon Rd. to Garrison Subdivsion shall be completed.
10. The following development plan revisions in accordance with the remaining review comments must be addressed prior to this project moving forward to Town Council:
    a) Landscaping has been shown directly on top of a proposed hydrant to the west of the Oak Village Daycare. Please revise.

    b) Revise SDTs to show the vertical dimension in accordance with Standard Detail HS333 (see below). The vertical dimension value should be either 15’ or 18’ based on street type.

TOWN OF HOLLY SPRINGS

DEVELOPMENT PETITION

DPM Appendix #A.04
Supplement #15
December 2018

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

Petition Type:

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

☐ **Preliminary Plan- Major Subdivision**
- ☐ New ☐ Major Amendment ☐ Minor Amendment*

☒ **Development Plan** (check all that apply)
- ☒ New ☐ Major Amendment ☐ Minor Amendment*
- ☒ Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
- ☐ Non-Gateway Non-Residential/Mixed Use Gross Building Floor Area _____
- ☐ Multifamily
- ☐ Residential Development Options or Infill Development Options

☒ **Special Exception Use**
- ☒ New ☐ Family Child Care Home

** Specify purpose of amendment on Certificate of Plan Revisions*

For DPZ Use only
Project # _____
Fees Paid: $ _____
Date Received:

☐ Initial ☐Revised ☐ Final

Project Information:

Project Name: Village Gate Development Plan - Tract 3

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

PUD/Master Plan/Subdivision N/A Shopping Center/Lot# N/A

Project Location: Intersection of S. Main Street/Ralph Stephens Road

Use street address. If none, use the closest intersection

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

PIN: 0648854727;0648950812. Real Estate ID: 0476096;0067342.

Project Acreage (rounded to nearest tenth): 7.65 Partial Parcel: ☒ No ☐ Yes (additional fee)

Current Zoning: CB-CU Proposed Use (see UDO Primary Use List): Mixed Use Development Option

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

Waivers Requested: ☐ No ☐ Yes- Specify UDO Section Number(s): _____

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

Scoping Meeting Date: _____ Concept Meeting Date: 7/9/20

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

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

Project Applicant/Contact

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

Name Laura Holloman Company McAdams

Mailing Address 2905 Meridian Parkway

City Durham State NC Zip 27713

Telephone # (919) 610-7377 E-Mail holloman@mcadamsco.com

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

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

Design Professional if different than Applicant/Contact

Name Chris Allen Company Allen Consulting, PLLC

Mailing Address 10609 Old Pine Court

City Durham State NC Zip 27713

Telephone # (919) 669-3635 E-Mail callen@allencm.com

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

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

Developer

Name Eli Zablud Company Dunn Investments, LLC
Mailing Address 220 Tals Rock Way, Suite 305
City Cary State NC Zip 27519
Telephone # (919) 418-3014 E-Mail ez@nc.rr.com
How would you like to receive staff review comments? ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Architect

Name Ted Van Dyk Company New City Design
Mailing Address 1304 Hillsborough Street
City Raleigh State NC Zip 27605
Telephone # (919) E-Mail ted@newcitydesign.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Landscape Architect

Name Tony Tate Company TMTLA & Associates
Mailing Address 5011 Southpark Drive, Suite 200
City Durham State NC Zip 27713
Telephone # (919) 484-8880 E-Mail tony@tmtla.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

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

Name Adam Zablud Company
Mailing Address 220 Tals Rock Way, Suite 305
City Cary State NC Zip 27519
Telephone # (919) 418-3014 Alternate Telephone # ( )
Fax # ( ) E-Mail azablud@gmail.com
How would you like to receive staff review comments? ☐ Fax ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ Fax ☒ E-Mail ☐ US Mail- Certified

Property Owner - *Required*

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

Certificate of Submittal Completion

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

Signature: _____ Date: 7/2420

TOWN OF HOLLY SPRINGS

WAIVER/ALTERNATE COMPLIANCE PETITION

DPM Appendix #A.06
Supplement #15
December 2018

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

Waiver/Alternate Compliance Type (check one)

- ☐ UDO Section 1.23 – Request for Incentives for the Preservation, Rehabilitation, or Adaptive Reuse of Historic Structures
- ☐ UDO Section 2.06 or 2.07- Waiver of Architectural and Site Design Requirements in R-MF-8 & R-MF-15
- ☐ UDO Section 2.09– Waiver of Development Requirements for Development Options in the R-30, R-20, R 15, R-10 and R-8 Districts
- ☐ UDO Section 2.10– Waiver of Development Requirements for Infill Development Options in the R-8 District
- ☐ UDO Section 3.03- Alternate Compliance with Architectural and Site Design Requirements in TV
- ☐ UDO Section 3.03- Alternate Compliance with Development Standards in TV
- ☒ UDO Section 3.08- Alternate Compliance with Architectural and Site Design Requirements in LB, CB, OR, GB
- ☐ UDO Section 4.05- Alternate Compliance with Architectural and Site Design Requirements in BT, RT, IT
- ☐ UDO Section 7.01- Alternate Landscape Plan Approval
- ☐ UDO Section 7.01- Waiver of Required Tree Preservation Requirements
- ☐ UDO Section 7.03- Waiver of Sign Regulations
- ☐ UDO Section 7.04- Reduction in the Number of Required Off-Street Parking Spaces
- ☐ UDO Section 7.04- Waiver of Off-Street Parking Regulations
- ☐ UDO Section 7.05- Waiver of Off-Street Loading Regulations
- ☐ UDO Sections 7.06, 7.07, or 7.08- Waiver of Lot Design, Street Design, or Utility Design
- ☐ UDO Section 7.09- Waiver of Pedestrian Circulation & Vehicular Area Design Requirements
- ☐ UDO Sections 9.05, B.- Waiver of Platting, Project Construction Drawing Approval, Recombination and Vacation Procedures
- ☐ DPM Section 1- Waiver of Voluntary Annexation

For DPZ Use only
Project # 20-WAV-22
Fees Paid: $ _____
Date Received:

☐ Initial ☐ Revised ☐ Final

Project Information

Identify the project associated with this Waiver/Alternate Compliance request

Associated Project Name:	Village Gate Tract 3	Associated Project Number:	20-DP-13

Waiver/Alternate Compliance Request

Specific Request: (provide additional sheets if necessary)

Waiver of UDO Section 3.08, A. 1. c. 1. (a) requirement for use of 60% primary building materials at residential floors 2-6; reductions as follows: West Elev.: 60% to 26%; North Elev.: 60% to 30%; East Elev.: 60% to 33%; South Elev.: 60% to 31%

Contact Information

Waiver/Alternate Compliance Contact

Name Jeffrey Rezeli Company New City Design Group
Mailing Address 1304 Hillsborough St.
City Raleigh State NC Zip 27605
Telephone # (919) 831-1308 E-Mail jeff@newcitydesign.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

TOWN OF HOLLY SPRINGS
UDO SECTION 3.08 OR 4.05: ALTERNATE COMPLIANCE WITH ARCHITECTURAL AND SITE DESIGN REQUIREMENTS IN LB, CB, OR, GB & BT, RT, IT

FINDINGS OF FACT

Please print responses in blue or black ink or typewrite.

A petition for Alternate Compliance may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or describe the unique conditions that would enable the decision making body to make a written determination that:

Findings of Fact

For DPZ Use only
Project # _____
Date Received:

☐ Initial ☐Revised ☐ Final

(1) **The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;**

The building is taller than those typically subject to and reviewed against the Holly Springs UDO, and the use of materials for a tall building warrants an alternative approach. Building massing is highly articulated by the use of balconies, and primary materials will comply on the lower, retail level where most visible and approached by the public. Due to considerations such as height and weight, stucco is proposed for upper, residential floors in a proportion that does not meet the UDO requirement of 60% on primary facades.

(2) **The proposed development will be compatible with and will enhance the use or value of area properties;**

Tract 3 of the proposed Village Gate development will bring a mix of uses, including approx. 160 market rate residential units, ground floor retail, ground level and terrace amenities for residents and the community at large, daycare, and food service kiosk. Tract 1 includes approx. 159 age targeted multi-family units and Tract 2 includes 1 and 2-story medical office buildings.

(3) **The proposed development is consistent with the intent of the Comprehensive Plan; and,**

The proposed Village Gate development contributes mixed use density in an appropriate location, on S. Main St. in proximity to downtown Holly Springs. When complete, the development will be a true mixed use center, offering a range of retail, child, and healthcare options serving a range of ages from infant and toddler care, to young professionals, to retirees.

(4) **The proposed development is consistent with the intent and purpose of this UDO.**

A high-quality development is desired and the use of durable exterior materials is consistent with the intent of the UDO. The use of stucco does not compromise the overall intent of the UDO to promote material variation and contrast. In conversations with Town staff, it has been acknowledged that the UDO adopted in 2002 lends itself to traditional strip center development and re-evaluation of these standards is appropriate for a 75' mixed-use building.

Certificate of Completion

I certify that all information presented in this petition is accurate to the best of my knowledge and belief.

Signature: _____ Date: 08/27/20

TOWN OF HOLLY SPRINGS

DEVELOPMENT WAIVER/ ALTERNATE COMPLIANCE PACKET

General Information

A Concept Plan Review Meeting must be held in accordance with the Petition Submittal Deadline as specified on the appropriate submittal calendar based upon the type of Petition being submitted. Please email hsplanning@hollyspringsnc.us to schedule a Concept Meeting. For more information, contact the Department of Planning & Zoning at (919) 557-3908.

The full review procedures for all development processes can be found in the *Town of Holly Springs Development Procedures Manual*.

FOR MORE INFORMATION:

Current Fee Schedule:
http://www.hollyspringsnc.us/planning

Review Process: Town of Holly Springs Development Procedures Manual (DPM) Section 6.06

Review Calendar: See Town of Holly Springs Development Procedures Manual (DPM) Appendix 1

The DPM is available for purchase in the Department of Planning & Zoning or on-line at:
http://www.hollyspringsnc.us/planning

Submittal Requirements

All information required as part of your petition must be provided in both hardcopy original and in PDF format to the FTP website. (i.e. transmittal, applications, maps, special studies, etc.) with each review. Please submit PDF as 1 file containing the complete submittal and name the file with the project name and date. Link to FTP website: http://www.hollyspringsnc.us/PlanningFTP

The following items must be submitted with the Petition to be deemed a complete submittal:

- ☒ Petition Form
- ☒ Processing Fees (make check payable to: Town of Holly Springs)
- ☒ Completed Findings of Fact for the specific Waiver/Alternate Compliance Requested
- ☒ Initial submittal is to include; (6) 24" x 36"; (2) 11" x 17"; and (1) PDF version. Please fold all plans to 9" X 12" max.

Note: A separate Petition, Fees, and Findings Sheet is required for each Waiver/Alternate Compliance Requested. Additional plans are not required if submitted in conjunction with a Development Plan Petition.

Types of Waivers/Alternate Compliance:

- ☐ **UDO Section 2.06 or 2.07- Waiver of Architectural and Site Design Requirements in R-MF-8 & R-MF-15**
  Waivers of UDO Section 2.06 or 2.07 may only be submitted and considered in connection with the approval of a Development Plan for Architectural and Site Design Review.
- ☐ **UDO Section 2.09– Waiver of Development Requirements for Development Options in the R-30, R-20, R 15, R-10 and R-8 Districts**
  Waivers of UDO Section 2.09 may only be submitted and considered in connection with the approval of a Development Plan which incorporates Development Options.
- ☐ **UDO Section 2.10– Waiver of Development Requirements for Infill Development Options in the R-8 District**
  Waivers of UDO Section 2.10 may only be submitted and considered in connection with the approval of a Development Plan which incorporates Infill Development Options.

☐ **UDO Section 3.03- Alternate Compliance with Architectural and Site Design Requirements in TV**
Waivers of UDO Section 3.03 may only be submitted and considered in connection with either a petition for zoning map change or as part of a Development Plan for Architectural and Site Design Review.

☐ **UDO Section 3.03- Waiver of Development Standards in TV**
Waivers of UDO Section 3.03 may only be submitted and considered in connection with either a petition for zoning map change or as part of a Development Plan for Architectural and Site Design Review.

☒ **UDO Section 3.08- Alternate Compliance with Architectural and Site Design Requirements in LB, CB, OR, GB**
Waivers of UDO Section 3.08 may only be submitted and considered in connection with either a petition for zoning map change or as part of a Development Plan for Architectural and Site Design Review.

☐ **UDO Section 4.05- Alternate Compliance with Architectural and Site Design Requirements in BT, RT, IT**
Waivers of UDO Section 4.05 may only be submitted and considered in connection with either a petition for zoning map change or as part of a Development Plan for Architectural and Site Design Review.

☐ **UDO Section 7.01- Alternate Landscape Plan Approval**

☐ Alternate Compliance with UDO Section 7.01 may only be submitted and considered in connection with either a Development Plan for Architectural and Site Design Review, as part of a Development Plan for Development Options, or as part of a Master Plan or Preliminary Plan for a subdivision. **UDO Section 7.01- Waiver of Required Tree Preservation Requirements**

Waivers of UDO Section 7.01. J may only be submitted and considered in connection with a petition for a Development Plan for Architectural and Site Design Review, as part of a Development Plan for Development Options, as part of a Master Plan or Preliminary Plan for a subdivision.

☐ **UDO Section 7.03- Waiver of Sign Regulations**
Waivers of UDO Section 7.03 may only be submitted and considered in connection with either a petition for zoning map change, as part of a Development Plan for Architectural and Site Design Review, as part of a Development Plan for Development Options, or as part of a Master Plan or Preliminary Plan for a subdivision.

☐ **UDO Section 7.04- Reduction in the Number of Required Off-Street Parking Spaces**
Requests for a Reduction in Off-Street Parking of UDO Section 7.04 may only be submitted and considered in connection with a Development Plan for Architectural and Site Design Review.

☐ **UDO Section 7.04- Waiver of Off-Street Parking Regulations**
Waivers of UDO Section 7.04 may only be submitted and considered in connection with either a petition for zoning map change, as part of a Development Plan for Architectural and Site Design Review, or as part of a Master Plan or Preliminary Plan for a subdivision.

☐ **UDO Section 7.05- Waiver of Off-Street Loading Regulations**
Waivers of UDO Section 7.05 may only be submitted and considered in connection with either a petition for zoning map change, as part of a Development Plan for Architectural and Site Design Review, or as part of a Master Plan or Preliminary Plan for a subdivision.

☐ **UDO Sections 7.06, 7.07, or 7.08- Waiver of Lot Design and Public Place Reservation, Street Design and Right-of-Way Reservation, or Utility Design and Reservation**
Waivers of UDO Section 7.06, 7.07, or 7.08 (excluding UDO Section 7.06D.4.e – refer to Modifications and Waivers to Riparian Buffer Regulations) may be submitted and considered in connection with the approval of a development petition as set forth in UDO Section 9.09 – Decision Matrix

☐ **UDO Section 7.09- Waiver of Pedestrian Circulation & Vehicular Area Design Requirements**
Waivers of UDO Section 7.09 may only be submitted and considered in connection with either a petition for zoning map change, as part of.

TOWN OF HOLLY SPRINGS

WAIVER/ALTERNATE COMPLIANCE PETITION

DPM Appendix #A.06
Supplement #15
December 2018

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

Waiver/Alternate Compliance Type (check one)

- ☐ UDO Section 1.23 – Request for Incentives for the Preservation, Rehabilitation, or Adaptive Reuse of Historic Structures
- ☐ UDO Section 2.06 or 2.07- Waiver of Architectural and Site Design Requirements in R-MF-8 & R-MF-15
- ☐ UDO Section 2.09– Waiver of Development Requirements for Development Options in the R-30, R-20, R 15, R-10 and R-8 Districts
- ☐ UDO Section 2.10– Waiver of Development Requirements for Infill Development Options in the R-8 District
- ☐ UDO Section 3.03- Alternate Compliance with Architectural and Site Design Requirements in TV
- ☐ UDO Section 3.03- Alternate Compliance with Development Standards in TV
- ☒ UDO Section 3.08- Alternate Compliance with Architectural and Site Design Requirements in LB, CB, OR, GB
- ☐ UDO Section 4.05- Alternate Compliance with Architectural and Site Design Requirements in BT, RT, IT
- ☐ UDO Section 7.01- Alternate Landscape Plan Approval
- ☐ UDO Section 7.01- Waiver of Required Tree Preservation Requirements
- ☐ UDO Section 7.03- Waiver of Sign Regulations
- ☐ UDO Section 7.04- Reduction in the Number of Required Off-Street Parking Spaces
- ☐ UDO Section 7.04- Waiver of Off-Street Parking Regulations
- ☐ UDO Section 7.05- Waiver of Off-Street Loading Regulations
- ☐ UDO Sections 7.06, 7.07, or 7.08- Waiver of Lot Design, Street Design, or Utility Design
- ☐ UDO Section 7.09- Waiver of Pedestrian Circulation & Vehicular Area Design Requirements
- ☐ UDO Sections 9.05, B.- Waiver of Platting, Project Construction Drawing Approval, Recombination and Vacation Procedures
- ☐ DPM Section 1- Waiver of Voluntary Annexation

For DPZ Use only
Project # _____
Fees Paid: $ _____
Date Received:

☐ Initial ☐ Revised ☐ Final

Project Information

Identify the project associated with this Waiver/Alternate Compliance request

Associated Project Name:	Village Gate Tract 3	Associated Project Number:	20-DP-13

Waiver/Alternate Compliance Request

Specific Request: (provide additional sheets if necessary)

Waiver of UDO Section 3.08, A. 1. c. 1. (a) Building Materials requirement for 60% primary building materials; reductions as follows: Primary/West Elev.: 60% to 40%; 25% Primary/North & South Elev.: 60% to 2%

Contact Information

Waiver/Alternate Compliance Contact

Name Jeffrey Rezeli Company New City Design Group
Mailing Address 1304 Hillsborough St.
City Raleigh State NC Zip 27605
Telephone # (919) 831-1308 E-Mail jeff@newcitydesign.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

TOWN OF HOLLY SPRINGS
UDO SECTION 3.08 OR 4.05: ALTERNATE COMPLIANCE WITH ARCHITECTURAL AND SITE DESIGN REQUIREMENTS IN LB, CB, OR, GB & BT, RT, IT

FINDINGS OF FACT

Please print responses in blue or black ink or typewrite.

A petition for Alternate Compliance may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or describe the unique conditions that would enable the decision making body to make a written determination that:

Findings of Fact

For DPZ Use only
Project # _____
Date Received:

☐ Initial ☐Revised ☐ Final

(1) **The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;**

The kiosk is centrally located on Tract 3 and is intended to serve as a unique "jewel box" for the Village Gate development. By design, it is intended to stand out and create a focal point for the site as a more modern interpretation while making use of a masonry anchor for the building with an expansive covered outdoor space, to provide a gathering place shared by residents and visitors alike.

(2) **The proposed development will be compatible with and will enhance the use or value of area properties;**

Tract 3 of the proposed Village Gate development will bring a mix of uses, including approx. 160 market rate residential units, ground floor retail, ground level and terrace amenities for residents and the community at large, daycare, and food service kiosk. Tract 1 includes approx. 159 age targeted multi-family units and Tract 2 includes 1 and 2-story medical office buildings.

(3) **The proposed development is consistent with the intent of the Comprehensive Plan; and,**

The proposed Village Gate development contributes mixed use density in an appropriate location, on S. Main St. in proximity to downtown Holly Springs. When complete, the development will be a true mixed use center, offering a range of retail, child, and healthcare options serving a range of ages from infant and toddler care, to young professionals, to retirees.

(4) **The proposed development is consistent with the intent and purpose of this UDO.**

Despite the small scale of the building, the design of the kiosk uses a layered approach to the use of exterior building materials to create a highly detailed building with offsets in plane and geometry and use of human scaled elements.

Certificate of Completion

I certify that all information presented in this petition is accurate to the best of my knowledge and belief.

Signature: _____ Date: 10/07/20

DEVELOPMENT WAIVER/ ALTERNATE COMPLIANCE PACKET

DPM Appendix #A.06
Supplement #15
December 2018

General Information

A Concept Plan Review Meeting must be held in accordance with the Petition Submittal Deadline as specified on the appropriate submittal calendar based upon the type of Petition being submitted. Please email hsplanning@hollyspringsnc.us to schedule a Concept Meeting. For more information, contact the Department of Planning & Zoning at (919) 557-3908.

The full review procedures for all development processes can be found in the *Town of Holly Springs Development Procedures Manual*.

FOR MORE INFORMATION:

Current Fee Schedule:
http://www.hollyspringsnc.us/planning

Review Process: Town of Holly Springs Development Procedures Manual (DPM) Section 6.06

Review Calendar: See Town of Holly Springs Development Procedures Manual (DPM) Appendix 1

The DPM is available for purchase in the Department of Planning & Zoning or on-line at:
http://www.hollyspringsnc.us/planning

Submittal Requirements

All information required as part of your petition must be provided in both hardcopy original and in PDF format to the FTP website. (i.e. transmittal, applications, maps, special studies, etc.) with each review. Please submit PDF as 1 file containing the complete submittal and name the file with the project name and date. Link to FTP website: http://www.hollyspringsnc.us/PlanningFTP

The following items must be submitted with the Petition to be deemed a complete submittal:

- ☒ Petition Form
- ☒ Processing Fees (make check payable to: Town of Holly Springs)
- ☒ Completed Findings of Fact for the specific Waiver/Alternate Compliance Requested
- ☒ Initial submittal is to include; (6) 24" x 36"; (2) 11" x 17"; and (1) PDF version. Please fold all plans to 9" X 12" max.

Note: A separate Petition, Fees, and Findings Sheet is required for each Waiver/Alternate Compliance Requested. Additional plans are not required if submitted in conjunction with a Development Plan Petition.

Types of Waivers/Alternate Compliance:

- ☐ **UDO Section 2.06 or 2.07- Waiver of Architectural and Site Design Requirements in R-MF-8 & R-MF-15**
  Waivers of UDO Section 2.06 or 2.07 may only be submitted and considered in connection with the approval of a Development Plan for Architectural and Site Design Review.
- ☐ **UDO Section 2.09– Waiver of Development Requirements for Development Options in the R-30, R-20, R 15, R-10 and R-8 Districts**
  Waivers of UDO Section 2.09 may only be submitted and considered in connection with the approval of a Development Plan which incorporates Development Options.
- ☐ **UDO Section 2.10– Waiver of Development Requirements for Infill Development Options in the R-8 District**
  Waivers of UDO Section 2.10 may only be submitted and considered in connection with the approval of a Development Plan which incorporates Infill Development Options.

☐ **UDO Section 3.03- Alternate Compliance with Architectural and Site Design Requirements in TV**
Waivers of UDO Section 3.03 may only be submitted and considered in connection with either a petition for zoning map change or as part of a Development Plan for Architectural and Site Design Review.

☐ **UDO Section 3.03- Waiver of Development Standards in TV**
Waivers of UDO Section 3.03 may only be submitted and considered in connection with either a petition for zoning map change or as part of a Development Plan for Architectural and Site Design Review.

☒ **UDO Section 3.08- Alternate Compliance with Architectural and Site Design Requirements in LB, CB, OR, GB**
Waivers of UDO Section 3.08 may only be submitted and considered in connection with either a petition for zoning map change or as part of a Development Plan for Architectural and Site Design Review.

☐ **UDO Section 4.05- Alternate Compliance with Architectural and Site Design Requirements in BT, RT, IT**
Waivers of UDO Section 4.05 may only be submitted and considered in connection with either a petition for zoning map change or as part of a Development Plan for Architectural and Site Design Review.

☐ **UDO Section 7.01- Alternate Landscape Plan Approval**

☐ Alternate Compliance with UDO Section 7.01 may only be submitted and considered in connection with either a Development Plan for Architectural and Site Design Review, as part of a Development Plan for Development Options, or as part of a Master Plan or Preliminary Plan for a subdivision. **UDO Section 7.01- Waiver of Required Tree Preservation Requirements**

Waivers of UDO Section 7.01. J may only be submitted and considered in connection with a petition for a Development Plan for Architectural and Site Design Review, as part of a Development Plan for Development Options, as part of a Master Plan or Preliminary Plan for a subdivision.

☐ **UDO Section 7.03- Waiver of Sign Regulations**
Waivers of UDO Section 7.03 may only be submitted and considered in connection with either a petition for zoning map change, as part of a Development Plan for Architectural and Site Design Review, as part of a Development Plan for Development Options, or as part of a Master Plan or Preliminary Plan for a subdivision.

☐ **UDO Section 7.04- Reduction in the Number of Required Off-Street Parking Spaces**
Requests for a Reduction in Off-Street Parking of UDO Section 7.04 may only be submitted and considered in connection with a Development Plan for Architectural and Site Design Review.

☐ **UDO Section 7.04- Waiver of Off-Street Parking Regulations**
Waivers of UDO Section 7.04 may only be submitted and considered in connection with either a petition for zoning map change, as part of a Development Plan for Architectural and Site Design Review, or as part of a Master Plan or Preliminary Plan for a subdivision.

☐ **UDO Section 7.05- Waiver of Off-Street Loading Regulations**
Waivers of UDO Section 7.05 may only be submitted and considered in connection with either a petition for zoning map change, as part of a Development Plan for Architectural and Site Design Review, or as part of a Master Plan or Preliminary Plan for a subdivision.

☐ **UDO Sections 7.06, 7.07, or 7.08- Waiver of Lot Design and Public Place Reservation, Street Design and Right-of-Way Reservation, or Utility Design and Reservation**
Waivers of UDO Section 7.06, 7.07, or 7.08 (excluding UDO Section 7.06D.4.e – refer to Modifications and Waivers to Riparian Buffer Regulations) may be submitted and considered in connection with the approval of a development petition as set forth in UDO Section 9.09 – Decision Matrix

☐ **UDO Section 7.09- Waiver of Pedestrian Circulation & Vehicular Area Design Requirements**
Waivers of UDO Section 7.09 may only be submitted and considered in connection with either a petition for zoning map change, as part of.

TOWN OF HOLLY SPRINGS

WAIVER/ALTERNATE COMPLIANCE PETITION

DPM Appendix #A.06
Supplement #15
December 2018

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

Waiver/Alternate Compliance Type (check one)

- ☐ UDO Section 1.23 – Request for Incentives for the Preservation, Rehabilitation, or Adaptive Reuse of Historic Structures
- ☐ UDO Section 2.06 or 2.07- Waiver of Architectural and Site Design Requirements in R-MF-8 & R-MF-15
- ☐ UDO Section 2.09– Waiver of Development Requirements for Development Options in the R-30, R-20, R 15, R-10 and R-8 Districts
- ☐ UDO Section 2.10– Waiver of Development Requirements for Infill Development Options in the R-8 District
- ☐ UDO Section 3.03- Alternate Compliance with Architectural and Site Design Requirements in TV
- ☐ UDO Section 3.03- Alternate Compliance with Development Standards in TV
- ☒ UDO Section 3.08- Alternate Compliance with Architectural and Site Design Requirements in LB, CB, OR, GB
- ☐ UDO Section 4.05- Alternate Compliance with Architectural and Site Design Requirements in BT, RT, IT
- ☐ UDO Section 7.01- Alternate Landscape Plan Approval
- ☐ UDO Section 7.01- Waiver of Required Tree Preservation Requirements
- ☐ UDO Section 7.03- Waiver of Sign Regulations
- ☐ UDO Section 7.04- Reduction in the Number of Required Off-Street Parking Spaces
- ☐ UDO Section 7.04- Waiver of Off-Street Parking Regulations
- ☐ UDO Section 7.05- Waiver of Off-Street Loading Regulations
- ☐ UDO Sections 7.06, 7.07, or 7.08- Waiver of Lot Design, Street Design, or Utility Design
- ☐ UDO Section 7.09- Waiver of Pedestrian Circulation & Vehicular Area Design Requirements
- ☐ UDO Sections 9.05, B.- Waiver of Platting, Project Construction Drawing Approval, Recombination and Vacation Procedures
- ☐ DPM Section 1- Waiver of Voluntary Annexation

For DPZ Use only
Project # _____
Fees Paid: $ _____
Date Received:

☐ Initial ☐ Revised ☐ Final

Project Information

Identify the project associated with this Waiver/Alternate Compliance request

Associated Project Name:	Village Gate Tract 3	Associated Project Number:	20-DP-13

Waiver/Alternate Compliance Request

Specific Request: (provide additional sheets if necessary)

Waiver of UDO Section 3.08, A. 1. c. 1. (c) Animating Features based on internal site location & orientation of glazing reductions as follows: Glazing reductions for Primary/West elevation: 40% to 5%; 25% Primary/North & South elevations: 40% to 20%.

Contact Information

Waiver/Alternate Compliance Contact

Name Jeffrey Rezeli Company New City Design Group
Mailing Address 1304 Hillsborough St.
City Raleigh State NC Zip 27605
Telephone # (919) 831-1308 E-Mail jeff@newcitydesign.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

TOWN OF HOLLY SPRINGS
UDO SECTION 3.08 OR 4.05: ALTERNATE COMPLIANCE WITH ARCHITECTURAL AND SITE DESIGN REQUIREMENTS IN LB, CB, OR, GB & BT, RT, IT

FINDINGS OF FACT

Please print responses in blue or black ink or typewrite.

A petition for Alternate Compliance may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or describe the unique conditions that would enable the decision making body to make a written determination that:

Findings of Fact

For DPZ Use only
Project # _____
Date Received:

☐ Initial ☐Revised ☐ Final

(1) **The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;**

The kiosk is centrally located on Tract 3 and is intended to serve as a unique "jewel box" for the Village Gate development. By design, it is intended to stand out and create a focal point for the site as a more modern interpretation while making use of a masonry anchor for the building with an expansive covered outdoor space, to provide a gathering place shared by residents and visitors alike.

(2) **The proposed development will be compatible with and will enhance the use or value of area properties;**

Tract 3 of the proposed Village Gate development will bring a mix of uses, including approx. 160 market rate residential units, ground floor retail, ground level and terrace amenities for residents and the community at large, daycare, and food service kiosk. Tract 1 includes approx. 159 age targeted multi-family units and Tract 2 includes 1 and 2-story medical office buildings.

(3) **The proposed development is consistent with the intent of the Comprehensive Plan; and,**

The proposed Village Gate development contributes mixed use density in an appropriate location, on S. Main St. in proximity to downtown Holly Springs. When complete, the development will be a true mixed use center, offering a range of retail, child, and healthcare options serving a range of ages from infant and toddler care, to young professionals, to retirees.

(4) **The proposed development is consistent with the intent and purpose of this UDO.**

Despite the small scale of the building, the design of the kiosk uses a layered approach to the use of exterior building materials to create a highly detailed building with offsets in plane and geometry and use of human scaled elements.

Certificate of Completion

I certify that all information presented in this petition is accurate to the best of my knowledge and belief.

Signature: _____ Date: 10/07/20

TOWN OF HOLLY SPRINGS

WAIVER/ALTERNATE COMPLIANCE PETITION

DPM Appendix #A.06
Supplement #15
December 2018

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

Waiver/Alternate Compliance Type (check one)

- ☐ UDO Section 1.23 – Request for Incentives for the Preservation, Rehabilitation, or Adaptive Reuse of Historic Structures
- ☐ UDO Section 2.06 or 2.07- Waiver of Architectural and Site Design Requirements in R-MF-8 & R-MF-15
- ☐ UDO Section 2.09– Waiver of Development Requirements for Development Options in the R-30, R-20, R 15, R-10 and R-8 Districts
- ☐ UDO Section 2.10– Waiver of Development Requirements for Infill Development Options in the R-8 District
- ☐ UDO Section 3.03- Alternate Compliance with Architectural and Site Design Requirements in TV
- ☐ UDO Section 3.03- Alternate Compliance with Development Standards in TV
- ☒ UDO Section 3.08- Alternate Compliance with Architectural and Site Design Requirements in LB, CB, OR, GB
- ☐ UDO Section 4.05- Alternate Compliance with Architectural and Site Design Requirements in BT, RT, IT
- ☐ UDO Section 7.01- Alternate Landscape Plan Approval
- ☐ UDO Section 7.01- Waiver of Required Tree Preservation Requirements
- ☐ UDO Section 7.03- Waiver of Sign Regulations
- ☐ UDO Section 7.04- Reduction in the Number of Required Off-Street Parking Spaces
- ☐ UDO Section 7.04- Waiver of Off-Street Parking Regulations
- ☐ UDO Section 7.05- Waiver of Off-Street Loading Regulations
- ☐ UDO Sections 7.06, 7.07, or 7.08- Waiver of Lot Design, Street Design, or Utility Design
- ☐ UDO Section 7.09- Waiver of Pedestrian Circulation & Vehicular Area Design Requirements
- ☐ UDO Sections 9.05, B.- Waiver of Platting, Project Construction Drawing Approval, Recombination and Vacation Procedures
- ☐ DPM Section 1- Waiver of Voluntary Annexation

For DPZ Use only
Project # 20-WAV-25
Fees Paid: $ _____
Date Received:

☐ Initial ☐ Revised ☐ Final

Project Information

Identify the project associated with this Waiver/Alternate Compliance request

Associated Project Name:	Village Gate Tract 3	Associated Project Number:	20-DP-13

Waiver/Alternate Compliance Request

Specific Request: (provide additional sheets if necessary)
Waiver of UDO Section 3.08, A. 1. Primary Facade Building Materials and Building Massing and Facade Treatment

Contact Information

Waiver/Alternate Compliance Contact

Name Jeffrey Rezeli Company New City Design Group
Mailing Address 1304 Hillsborough St.
City Raleigh State NC Zip 27605
Telephone # (919) 831-1308 E-Mail jeff@newcitydesign.com
How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

TOWN OF HOLLY SPRINGS
UDO SECTION 3.08 OR 4.05: ALTERNATE COMPLIANCE WITH ARCHITECTURAL AND SITE DESIGN REQUIREMENTS IN LB, CB, OR, GB & BT, RT, IT

FINDINGS OF FACT

Please print responses in blue or black ink or typewrite.

A petition for Alternate Compliance may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or describe the unique conditions that would enable the decision making body to make a written determination that:

Findings of Fact

For DPZ Use only
Project # _____
Date Received:

☐ Initial ☐Revised ☐ Final

(1) **The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;**

The individual structures that comprise the daycare draw on traditional, established archetypes using styles found in North Carolina, throughout country, and the world. The design of the daycare campus relies on changes in building materials, a high level of detail, and open space between the daycare buildings to create a learning environment with variety and texture for the children. To remain true to the tradition of these varied architectural styles, a masonry site wall is proposed to screen the buildings.

(2) **The proposed development will be compatible with and will enhance the use or value of area properties;**

Tract 3 of the proposed Village Gate development will bring a mix of uses, including approx. 160 market rate residential units, ground floor retail, ground level and terrace amenities for residents and the community at large, daycare, and food service kiosk. Tract 1 includes approx. 159 age targeted multi-family units and Tract 2 includes 1 and 2-story medical office buildings.

(3) **The proposed development is consistent with the intent of the Comprehensive Plan; and,**

The proposed Village Gate development contributes mixed use density in an appropriate location, on S. Main St. in proximity to downtown Holly Springs. When complete, the development will be a true mixed use center, offering a range of retail, child, and healthcare options serving a range of ages from infant and toddler care, to young professionals, to retirees.

(4) **The proposed development is consistent with the intent and purpose of this UDO.**

A high-quality development and daycare environment is desired. The daycare model relies on an approach that uses six small buildings, each drawing on a distinct architectural style, to create a village atmosphere with variety and open space between buildings within the daycare campus. As noted in the review comments, the use of a site screen wall that is consistent with the UDO requirements would be accepted by Town staff.

Certificate of Completion

I certify that all information presented in this petition is accurate to the best of my knowledge and belief.

Signature: _____ Date: 08/27/20

Village Gate Tract 3

20-DP-13

HOLLY SPRINGS, NORTH CAROLINA

DEVELOPMENT PLAN

REFERENCE PLANS

MASTER PLAN: 20-MAS-03
MIXED USE OPTION SPECIAL EXEMPTION USE: 20-SEU-09

GENERAL NOTES

ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING AND CONSTRUCTION STANDARDS

CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.

GEODETIC MONUMENT

NO GEODETIC MONUMENT HAS BEEN LOCATED WITH 2,000 FT OF SITE.

SITE DATA- TRACT 3

PINS 0648-95-0812 0648-85-4727
ADDRESSES: 0 RALPH STEPHENS RD, HOLLY SPRINGS, NC
0 S. MAIN ST, HOLLY SPRINGS, NC
TOTAL TRACT AREA: 333,216 SF
7.65 AC

DENSITY PER DEVELOPER'S AGREEMENT:
RESIDENTIAL: 160 UNITS (20.91 DU/AC)

GROSS FLOOR AREA BY USE:
RESIDENTIAL: 148,300 SF
INTEGRATED CENTER: 21,000 SF
CHILD CARE CENTER: 19,200 SF

ZONING: CB-CU
PROPOSED USE: MIXED USE
INTEGRATED CENTER
CHILD CARE CENTER
PROPOSED NUMBER OF LOTS: 1

OWNER: DUNN INVESTMENTS, LLC

SETBACKS AND BUFFERS:
THOROUGHFARE: 10' MIN.
SIDE YARD: 10'
MINIMUM REAR YARD: 10'
MINIMUM BUFFERYARD: 20'
(IF ABUTS RESIDENTIAL)

PROPOSED SEWER FLOW
21,000 SF RETAIL @ 0.12 GPD/SF= 2,520 GPD
160 APARTMENT UNITS @240 GPD/UNIT=28,400 GPD
160 PUPILS @ 15 GPD/PUPIL= 5,400 GPD

*PLANS ARE SUBJECT TO CHANGE DURING THE CONSTRUCTION DRAWING APPROVAL PROCESS

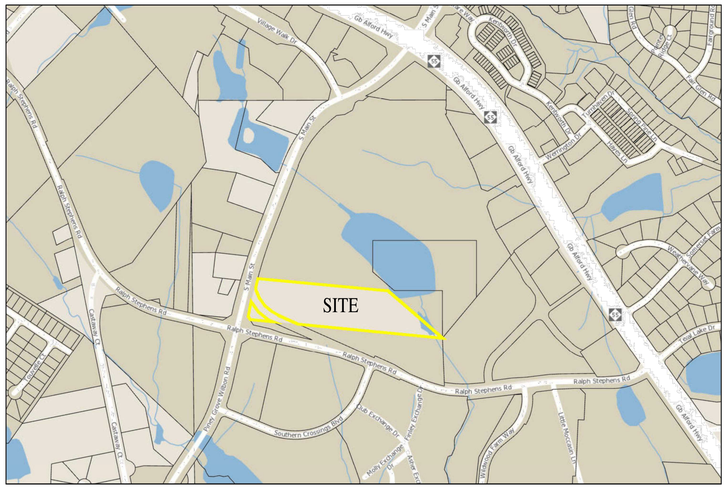
DEVELOPER/OWNER
DUNN INVESTMENTS, LLC
220 TALS ROCK WAY, SUITE 305
CARY, NC 27519
919-418-3014

LANDSCAPE ARCHITECT
TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE 200
DURHAM, NC 27713
919-484-8880

PLANNER
MCADAMS
2905 MERIDIAN PARKWAY,
DURHAM, NC 27713

CIVIL ENGINEER
ALLEN CONSULTING
10609 OLD PINE COURT,
RALEIGH, NC 27613

SURVEYOR
BATEMAN CIVIL SURVEY
2524 RELIANCE AVENUE
APEX, NC 27539



VICINITY MAP

1"=500'

N
W E
S

SUBMITTALS

FIRST SUBMITTAL	7/24/2020
SECOND SUBMITTAL	8/28/2020
THIRD SUBMITTAL	10/2/2020

INDEX

COVER SHEET	
DEVELOPERS AGREEMENT	DA
EXISTING CONDITIONS	SHEET 1
SITE PLAN	L-1
LANDSCAPE PLAN	L-2 TO L-5
TREE PRESERVATION PLAN	L-6
BUILDING/FIRE CODE EXHIBIT	L-7
UTILITY PLAN	C1
STORMWATER PLAN	C2
DETAILS	C3 TO C4
LIGHTING PLAN	
BUILDING ELEVATIONS	
TRANSPORTATION DETAILS	T1.0-1.1, 2.0





TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECTURAL DESIGN PLLC
No. C-551
DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT
10/2/20
No. 2135
Christopher D. Rutkowski

PRELIMINARY
NOT FOR CONSTRUCTION

811 Know what's below. Call before you dig.

REVISIONS:
8/28/20-PER TOHS COMMENTS
10/2/20-PER TOHS COMMENTS

COVER
Village Gate Tract 3
South Main Street
Holly Springs, NC

SCALE: AS NOTED
DRAWN BY: CDR
PROJECT # 19201
DATE: 7/24/20

SHEET
COVER
OF

Z:\Projects\Eli Zablud\Village Gate\Tract 3 Oak Village-Mixed-Use Site\Submittals (CAD)\Tract 3 Mixed Use & Oak Village SP8.dwg, 10/1/2020 3:01:12 PM, AutoCAD PDF (General Documentation).pc3

PREPARED BY/RETURN TO: JOHN SCHIFANO, ROD BOX 105

STATE OF NORTH CAROLINA
COUNTY OF WAKE

DEVELOPMENT AGREEMENT REGARDING INFRASTRUCTURE CONSTRUCTION AND FEE REIMBURSEMENT (N.C. GEN. STAT. § 160A-420.20 *et seq.*)

BY AND BETWEEN

THE TOWN OF HOLLY SPRINGS

and

DUNN INVESTMENTS, LLC,

THIS AGREEMENT, made and entered into this _____day of June 2020, by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the "Town" and **DUNN INVESTMENTS, LLC, a North Carolina Limited Liability Company**, and its successors and assigns, hereafter referred to collectively as the "Developer." The Town and the Developer are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Developer is the fee simple owner or contract purchaser of several tracts of land held in common for development, the total of which are exceeding 25 acres in size, which are shown in Exhibit A, attached hereto and incorporated herein by reference (the "Property"), and the Developer, or its successors or assigns, will be requesting approval of a development plan for these tracts for a mixed use commercial development, in a manner consistent with the sketch plans prepared by the Developer attached hereto as Exhibit B and the terms of this agreement; and,

WHEREAS, the Property is not currently located within the corporate limits of the Town, is not currently served by town sewer service, and a significant capital expenditure would be required to extend sewer service to the Property. However, the Property is located in close proximity to the Town corporate limits is within the extraterritorial jurisdiction of the Town, and it is closer to any Town utilities than to any other town's utilities; and,

WHEREAS, the Developer desires careful integration between public and private capital facilities planning, financing and construction, and further desires sufficient assurances that development standards, ordinances, policies and procedures remain stable throughout the extended period of development; and,

WHEREAS, it is beneficial to both the Town and Developer to construct certain on-site and off-site infrastructure improvements relative to the Project to enable the safe and responsible treatment of wastewater by the Town and to provide potable drinking water to the ultimate users of the Property, as well as other infrastructure; and,

WHEREAS, the Town requires, pursuant to N.C.G.S. § 160A-372 and its Unified Development Ordinance, the dedication and construction of streets and rights of way and other infrastructure and for the distribution of population and traffic in such a manner that it will avoid congestion and overcrowding and will create conditions essential to public health, safety, and the general welfare; and,

WHEREAS, the Town has enacted a subdivision control ordinance, pursuant to N.C.G.S. §160A-372 which provides for the orderly control of growth and development in the Town in general and on the Developer's parcel; and,

WHEREAS, the Town is authorized pursuant to N.C.G.S § 160A-311 *et. seq.* to operate and does in fact operate a water and sewer treatment enterprise and requires, pursuant to N.C.G.S. § 160A-317, the connection to the system by owners of developed lands located within the Town, for a cost set forth in the Town's annual budget; and,

WHEREAS, the Town is authorized to enter into this contract pursuant to N.C.G.S. §§ 160A-16, 160A-400.20 *et seq.* and may contract with the Developer to carry out the public purposes set forth herein pursuant to N.C.G.S. §160A-20. A public hearing on this Agreement was held on June 16, 2020 and after consideration of the facts brought forth during the hearing, together with the promises and inducements contained herein, Town Council of Holly Springs has determined that it is in the best interests of its citizens to enter into this Agreement.

WHEREAS, the Town considers the Project favorable to the Town because of the construction of a significant amount of non-residential (commercial, office, and retail) uses, which is in keeping with the Town's strategic planning initiative. Further, the Developer has agreed to incorporate several needed public infrastructure improvements ("Public Improvements," as described below) in the vicinity of the Property which will serve the Development, other adjoining properties, and generally benefit the town as a whole; and,

WHEREAS, the Town is offering the Developer incentives to assist the Developer in constructing the Public Infrastructure (as defined below) by way of Synthetic Tax Increment Grant ("STIG") which would allow the Developer to receive a grant for construction of the Project, measured as a percentage of increased tax base up to a maximum of $585,000 over seven (7) years, as a result of the Project: (i) increasing the Town's commercial tax base; (ii) creating a significant number of new jobs; and (iii) constructing the Public Improvements;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Town and the Developer agree as follows:

ARTICLE I

1. **Definitions**: The terms below shall have the following meanings as used herein:

a. Actual Costs: The amount of true costs actually incurred for construction of a certain project described herein upon final completion and approved by the Town, inclusive of the cost of acquiring easements or rights of way from those not party to this agreement, but exclusive of any administrative costs (i.e., profit and overhead) of the Developer, or any project construction contingency. Any such costs which herein after are agreed to be reimbursed or otherwise paid by the Town shall be audited by the Town under generally accepted accounting principles for governments for a period of three (3) years after the last act under this Agreement. The Developer's right of reimbursement for Actual Costs pursuant to the terms of this Agreement is contingent upon the Developer first receiving from the Town advance written consent to the expected cost of an applicable transaction before the cost is incurred, provided, that such consent shall not be unreasonably withheld or delayed by the Town.

b. Development: Generally defined as the planning for or carrying out of a building activity, the making of a material change in the use or appearance of any structure or property, or the dividing of land into two or more parcels. "Development," as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, "Development" refers to the planning for or the act of developing or to the result of development. Specifically, in this Agreement, the term "Development" refers to the construction by the Developer of all building activities associated with the Concept Plans.

c. Development Permit: A building permit, zoning permit, subdivision approval, special exception or conditional use permit, variance, or any other official action of the Town having the effect of permitting the development of property.

d. Land Development Regulations: Ordinances and regulations enacted by the Town for the regulation of any aspect of development and includes zoning, subdivision, or any other land development ordinances, including but not limited the Town of Holly Springs Unified Development Ordinance ("UDO").

e. Laws: All ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies, and rules adopted by the Town affecting the development of property, and includes laws governing permitted uses of the property, density, design, and improvements.

f. Master Plan: The plan described in Section 3.01 of the Town's Development Procedures Manual.

g. NCDOT: the North Carolina Department of Transportation.

h. Offsite Infrastructure: The public sanitary sewer gravity line, all potable waterlines, and other Town-owned equipment or facilities not located on the Developer's site.

i. Person: An individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, State agency, or any legal entity.

j. Concept Plans: The plans described in Section 1.01 of the Town's Development Procedures Manual; Concept Plan as used in this Agreement refers to the sketch plans for the Development previously submitted by Developer to the Town and attached hereto as Exhibit B.

k. Public Infrastructure: The public sanitary sewer gravity line, all potable waterlines, conversion to metal "mast arm" style of an existing traffic signal at Main Street and Ralph Stephens Road, an additional through-turn lane northbound on Main Street south of said intersection, approximately 2,500 linear feet of sidewalk/greenway (as hereinafter described), financial contribution to transportation improvements for NC 55, and other Town-owned equipment or facilities located on the Property.

l. Public Benefit: The construction and dedication of the Public Infrastructure by the Developer, the increase in commercial and retail uses (as opposed to residential) which furthers the Town's strategic planning efforts, and the additional financial revenue of the Town brought by the incremental ad valorem tax value of the Property.

m. Property: All real property shown or described in Exhibit A, which is subject to land-use regulation of the Town and includes any improvements or structures customarily regarded as a part of real property.

n. Project: The Developer's plan to develop the Property in the manner described in Concept Plans, and as approved by the Town Council of Holly Springs through its normal development process.

ARTICLE II
DESCRIPTION OF DEVELOPMENT AGREEMENT

1. SCOPE: The legal description of the Property subject to this agreement and the names of its legal and equitable property owners are contained in Exhibit A.

2. TERM: The duration of the agreement is for ten (10) years. The parties are not precluded from entering into subsequent development agreements that may extend the original duration period. Condition precedent to this Agreement are: 1. that the Town approves the petition for rezoning, the petition for annexation, and the Master Plan; and 2. that Developer acquire in fee simple absolute the Property within 90 days of approval of the Master Plan.

3. DEVELOPMENT PERMITTED USES: The development uses permitted on the Property and the location of those uses are shown on the Concept Plans.

a. The Concept Plans indicate a Project, which generally consists of development of three tracts. For the purposes of this Agreement, all three (3) tracts shall be deemed as one (1) single project for the purposes of complying with the Town of Holly Springs Unified Development Ordinance Mixed Use Option regulations. The Master Plan for the initial Mixed Use approval and authorization shall include all three Tracts.

The proposed uses are as follows, and are subject to the Zoning Conditions as listed in Exhibit C:

Tract 1 is an approximate 12,000 square foot commercial stand-alone building, together with an age-targeted senior living facility consisting of approximately 190 residential living units;

Tract 2 is an approximate 60,000 square foot medical office building, and

Tract 3 shall consist of a child daycare campus, and an approximate 90,000 square foot mixed use commercial and multifamily residential building with approximately 160 residential units known as "Solaris." Solaris shall have multifamily dwellings existing above the ground floor commercial space, and shall have certain community features such as an "art-park," a stand-alone coffee and pastry kiosk, and other public spaces, as well as 50 residential units operated by the Developer as workforce housing ("Workforce Units.")

b. The Town hereby agrees that the land use described herein and shown on Exhibit B is in the best interest of the Town, is in keeping with the land use plans, and agrees, subject to statutory requirements, to rezone the Property in conformance with this Agreement.

c. The Developer voluntarily offers certain zoning conditions ("Zoning Conditions") as a part of this Agreement and any subsequent rezoning requests for the Property. These Zoning Conditions shall apply to the Mixed-Use Parcel, and are listed in Exhibit C.

d. WORKFORCE HOUSING: Developer desires to voluntarily designate 50 units of its Tract 3 development (i.e, the "Solaris" building) as workforce housing units. These units shall be made available to rent to those individuals working in the corporate limits of Holly Springs or actively seeking employment therein, who earn 50% to 80% of

3. The Developer shall be responsible for the complete design and construction of each project, including all surveying, design, permitting, plat preparation and recordation, testing, engineering, bidding, construction, inspection, acceptance, easement maps and documents, construction management, construction administration, and all other necessary functions to insure complete-in-place, fully functional projects built and operational in accordance with Town and State standards and approved plans for the project. The costs of all of these items shall be borne by the Developer and shall not be subject to reimbursement or participation by the Town, except as specifically described herein

4. All fees, charges and payments related to the actual construction of each project shall be borne by the Developer and shall not be subject to reimbursement or participation by the Town, except as set forth herein.

5. In the course of installing the sewer line or any other work on easements obtained by the Town and under the Town's ownership, the Developer shall operate under permission to encroach onto a Town easement and shall hold the Town harmless.

6. The Developer agrees to protect, defend, indemnify and hold the Town of Holly Springs and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising directly out of the entry onto and performance of work on the easements of the Town. The Developer further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

7. The Town agrees to protect, defend, indemnify and hold the Developer and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character made by third parties in connection with or arising from the injury to (including death of) persons or physical damage to property arising out of the performance of Town's obligations under this Agreement by the Town, its agents, employees and contractors (collectively, "Claims"), except to the extent any such Claims arise out of the negligence or willful misconduct of the Developer, or its agents, employees or contractors, or any third party. The Town further agrees to investigate, handle, provide defense for and respond to, any such Claims at its sole expense and agrees to bear all other costs and expenses related to such Claims, even if such Claims are groundless, false, or fraudulent but only to the extent the same are not expressly excluded as set forth herein.

8. All projects shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on infrastructure.

9. It shall be the responsibility of the Developer to ensure that all regulatory approvals for each project are in place before beginning construction.

c. Developer shall construct all transportation-related Public Infrastructure for the Project as shown on the Concept Plans, which meet the ordinary development requirements of the Town, EXCEPT that the Developer shall not provide vehicular connection to Tract 1 (the Age-restricted residential project) through the adjacent tract. In lieu of this requirement, Developer shall provide an emergency access connection for emergency vehicles with a Knox box.

d. Developer shall contribute $105,000 to the Town for a fee in lieu of upgrades to NC 55.

e. Developer shall be allowed to only construct a road stub to the adjacent Crossroads property through Tract 3 and shall not be required to construct any such transportation improvements beyond its property line.

6. ANNEXATION and REZONING/MASTER PLAN: The Parties agree that the Property shall be rezoned and annexed into the corporate limits of the Town through the approval of a petition for rezoning and voluntary annexation prior to the commencement of Town sewer service to the Property, in a zoning designation consistent with the covenants herein. The Developer has already submitted a petition for rezoning, which has been reinstated. The Developer will submit a petition for voluntary annexation of the Property at the same time as submission of the Master Plan. In the event that the Master Plan is not approved by the Town, the Developer shall be entitled to withdraw its annexation petition until such time as the Master Plan is approved, up to and including, the final consideration of the Master Plan by the Town Council. The Town shall schedule for approval the rezoning, Master Plan, and annexation petitions so that the Town Council hearings for these matters will occur within 180 days of the earlier of submittal by the Developer of the Master Plan, petition for annexation, or execution of this Agreement. Nothing herein obligates the Town to provide sewer or water service to the Property prior to its annexation. The Property shall at all times be subject to the Zoning Conditions, as shown on Exhibit C and incorporated by reference.

7. RESERVATION OF LAND: In lieu of required land reservation for Parks and Recreation pursuant to N.C.G.S. § 372, the Developer shall pay a fee in lieu in the manner set forth in the Town's annual budget.

8. REQUIRED PERMITS: A description of all development permits approved or needed:

a. Developer shall secure all construction drawing approval, erosion and sedimentation control, grading approval, and building permits as necessary under the land development regulations in existence of the time of such permit application. Town shall aid Developer in securing all encroachment permits as required by the NCDOT, the North Carolina Department of Environmental Quality, or other state or federal agencies, as required for roads, sewer, and water. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of

10. The Town Manager is authorized to make decisions in regard to approvals, including changes to this Agreement in order to complete the scope of work required, within his authority granted by the Town Council, except as otherwise stated herein or required by Town ordinance.

11. The Town shall secure all necessary easements for the infrastructure projects that are the subject of this Agreement.

ARTICLE VI
OTHER

1. Compliance with Workforce Housing plan. Starting after completion of the first full calendar that the Solaris Building is in service, the Developer shall submit annually prior to February 15 such information and data to the Town to ensure compliance with both appropriate lease amounts and tenant income and work criteria. The information and data shall be a snap shot as of January 1 of each applicable year. For the purposes of assessing compliance, the income levels and work status of the tenants occupying units as of January 1 shall be measured as of the date that they applied for rental housing, if such date was within 24 months of January 1, otherwise January 1 of that year.. The Developer's compliance shall be measured by adding the number of qualifying units (units leased to qualifying individuals at qualifying rates) plus the number of vacant units in the Solaris building. For example, if 35 units are rented to qualifying individuals at qualifying rates and 15 units are vacant, then the Developer shall be in compliance. In the event that the Developer cannot substantiate compliance with at least 50 residential units in a particular year during the applicable twenty-year period, the Developer shall reimburse the Town in an amount equal to the System Development Fee for FY2020, on a per unit basis ($7,795) times the number of units for which Developer is not in compliance times the fraction where the numerator is the number of years that the Solaris building is in service and the denominator is 20. For purpose of clarity, the per unit, per year return of the System Development fee is ($389.75) .

2. All projects shall be subject to the Town's policies and procedures regarding Town acceptance and warranty on Offsite Infrastructure. This Agreement shall not modify the warranty and acceptance procedures established by the Town through the Engineering Standards in place at the time of this agreement. It shall be the responsibility of the Developer to ensure that all regulatory approvals for each project are in place before beginning construction.

3. All notices, reports, and other communications given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or delivered in person to the intended addressee. Notice sent by certified or registered mail shall be effective upon the date of delivery indicated on the return receipt. Notice given in any other manner shall be effective upon actual receipt by the addressee.

4. This development agreement does not provide for the application of subsequently enacted Laws, ordinances, development policies, practices, procedures or standards. The Laws, ordinances, development policies, practices, procedures and standards applicable to the

complying with the law governing their permitting requirements, conditions, terms, or restrictions.

9. TERMS REQUIRED FOR PUBLIC SAFETY: Description of any conditions, terms, restrictions, or other requirements determined to be necessary by the Town for the public health, safety, or welfare of its citizens.

a. All zoning conditions shall be satisfied.

10. HISTORIC STRUCTURES: Description of any provisions for the preservation and restoration of historic structures.

a. None

11. DEVELOPMENT SCHEDULE

a. Prior to any permit or plat approval for any tract of the Project, the Developer shall pay to the Town the fee in lieu of roadway construction for the NC 55 improvements (item 5 (d), above) in the amount of $105,000.

b. Fees ordinarily due upon issuance of the building permit for this project shall be paid prior to issuance of the certificate of occupancy, including any temporary certificate of occupancy. This is a delay in the collection of the fees by the Town, and is of benefit to the Developer and a concession by the town for the Public Benefits brought by this Project. The Developer shall indemnify and hold the Town harmless from any claim by a subsequent purchaser for delay, lost profits, consequential or special damages arising as a result of this delayed collection of fees.

c. The remaining Public Improvements shall be constructed prior to a certificate of occupancy is granted for the Solaris building. For clarity, the certificates of occupancy for the childcare center, art park, and kiosk will not be conditioned upon completion of the Public Improvements and may be issued before said completion is achieved.

ARTICLE III
DEVELOPER'S DUTIES

1. For any offsite infrastructure constructed by the Developer, the Developer shall design, permit, and construct the infrastructure in the location approved by the Town and as shown on plans (to be submitted), according to engineering best practices, requirements of the Town, and requirements of the North Carolina Department of Environmental Quality (NCDEQ) and any other regulatory agency. For any land owned or controlled by the Developer, the Developer shall secure and dedicate to the Town all necessary easements for the construction and perpetual maintenance of the infrastructure referenced. For any land not owned by or controlled by the Developer, the Town shall convey such land owned by the Town to the Developer or secure all necessary easements on land owned by third parties for the construction and perpetual maintenance

development of the Project are those in force at the time of the execution of this Agreement, in the manner prescribed by Holly Springs Ordinance 14-164.

5. Notices under this agreement shall be to the following:

FOR THE TOWN:	FOR THE DEVELOPER:
Randy J. Harrington	Eli Zablud
Town Manager	Dunn Investments, LLC
PO Box 8	220 Tails Rock Way, Suite 3
Holly Springs, NC 27540	Cary, NC 27519
Reference:	

6. This Agreement shall be governed by and construed in accordance with the law of the State of North Carolina. The Parties consent to the jurisdiction of Superior Court Division of the General Court of Justice located in Wake County, North Carolina in the event a dispute arises between them regarding the terms of this Agreement.

7. If any paragraph or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall continue in full force and effect.

8. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors and assigns.

9. This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing.

10. Exhibit List: The following exhibits are hereby incorporated by reference:

EXHIBIT A: Map of the Property
EXHIBIT B: Preliminary Sketch of Development Plan
EXHIBIT C: Zoning Conditions

of the infrastructure referenced in a timely manner so as not to delay the completion of the Developer's Duties.

2. The Developer shall construct in a workmanlike manner the Onsite Public Infrastructure according to the design specifications and criteria of the Town which are existing at the time of this agreement, as well as full compliance with any NCDENR requirements. Said infrastructure, together with any and all appurtenances, easements, and equipment associated with the project required for public dedication shall be dedicated to the Town in a manner consistent with the development plan and in a manner in accordance with the Town's standards.

3. The Developer shall construct the public infrastructure according to the plans and specifications submitted in a manner consistent with the standards of the Town which are in effect at the time of this Agreement.

4. The Developer (or his successors, and/or assigns) shall pay all development fees for the development at the time they would otherwise ordinarily be due (or as otherwise amended pursuant to 11(b) above) and in an amount that is determined by the fee schedule approved in the annual budget which is in effect at the time of this Agreement.

5. Developer shall maintain the Workforce Housing Units in the manner described above for twenty years.

ARTICLE IV
DEVELOPER FINANCIAL BENEFITS

1. The following benefits are agreed to by the Parties in consideration of the Public Benefits brought about by the Project.

a. As described in Article II, paragraph 11(e), the Developer shall be allowed to defer town fees ordinarily due at time of building permit or plat recordation to the time at which a certificate of occupancy would be due.

b. Synthetic Tax Increment Grant. In consideration of the Developer's construction of the Public Infrastructure, the Town shall grant to the Developer, as a reimbursement for the costs associated with such infrastructure, an amount equal to the costs of such Actual Construction Costs of the work, payable as follows:

Upon completion of the Solaris building (at such time all Public Improvements have been completed), the Parties shall determine the difference in the ad valorem tax revenue of the Property from the Town's FY 2021/2022 ("Base Tax Revenue") and the tax revenue of the Town attributable to the Property the first tax year after completion of the Solaris Building ("Increased Tax Revenue"). For purpose of clarity, in calculating the Base Tax Revenue and the Increased Tax Revenue for the Property, all three Tracts shall be considered. The difference between the Base Tax Revenue and the Increased Tax Revenue is the Incremental Tax Revenue. For the seven years following the completion of the Solaris Building, the Town shall pay

2. The following financial benefit is agreed to by the Parties for the mutual benefit of the Parties.

a. In consideration of the Workforce Housing, the Developer shall be allowed to install a master water meter for 50 of the Workforce Housing units. Ordinarily, the Town requires one meter per Equivalent Residential Unit ("ERU"), and collects a System Development Fee for each ERU. The Developer shall be allowed to install one meter in a size appropriate to serve 50 residential units, and establish a sub-metering system to allocate costs and expenses among the 50 units without influence from the Town. In doing so, the Developer may install such water saving measures and efficient devices in these residential units as appropriate to the Developer, and the Town shall only have one metered connection instead of 50 which results in an administrative savings to the Town. The Town shall charge the Developer 50 separate monthly availability charges, however the Developer shall realize an avoidance of approximately $375,000 in System Development Fees.

ARTICLE V
GENERAL TERMS

1. All of the Developer's obligations under this Agreement, including but not limited to the obligations under Articles II and III of this Agreement, are contingent upon the Town's approval of the Developer's petition for rezoning, petition for annexation, and approval of the Master Plan.

2. All reimbursements, if any, for this project shall be provided on the basis of final documented Actual Costs, as approved by the Director of Engineering, in accordance with this agreement. Any opinions of project cost included in this agreement are based upon preliminary designs and are approximate.

to the Developer the percentage of Incremental Tax Revenue in the years and amounts as indicated below:

Years 1 & 2:	80%
Years 3 through 5:	40%
Year 6:	30%
Year 7:	10%

The sum of this reimbursement amount shall have a MAXIMUM CAP OF $585,000, and the term shall have a maximum term of 7 years. In the event that the Maximum Cap is reached prior to the expiration of the 7-year term, no further reimbursement shall be allowed. Payments shall be made once annually within 30 days of certification by Town staff that the Town's portion of ad valorem taxes have been fully paid on the Property. The Town shall not be obligated to make more than 7 such payments, and shall only pay the Developer and no other party.

VILLAGE GATE ZONING MAP CHANGE—Revised Zoning Conditions – DATED 11/27/19

The terms and conditions contained in this document shall run with the land, be binding on the Owner of the above-described real estate and other successors in interest or assigns, heirs, devisees, grantees, lessees, and licensees of the above-described real estate and other successors in interest or assigns of the Owner with regard to the development, use, and occupancy of the subject property unless amended by the Town of Holly Springs Town Council made at a public hearing after proper notice has been given and in connection with a petition for zoning map change. The terms and conditions contained in this statement shall be effective upon the approval of the conditional use district on the subject real estate and the approval of the Conditional Use Permit by the Town Council pursuant to the Town of Holly Springs Unified Development Ordinance, and shall continue in effect until modified or terminated by the Town of Holly Springs Town Council. The terms and conditions of this Statement may be enforced by the Town of Holly Springs Town Council. The Conditional Use Permit shall be retained in the office of the Department of Planning & Zoning of the Town of Holly Springs, North Carolina and shall constitute additional restrictions on the use and development of the subject real estate.

1) All properties within the rezoning request shall be developed in accordance with the mixed use development option in the Community Business zoning district as outlined in Section 5.05 C. of Holly Springs Unified Development Ordinance. The property owner reserves the ability to request any variances, waivers, or alternate compliance as permitted by the ordinance.

2) *All multifamily dwellings on TRACT 1 as shown on "EXHIBIT C" shall be limited to age-restricted with associated amenities. A Declaration of Covenants, Conditions, and Restrictions ("Declaration") providing that at least one person (80%) of all occupied units shall have as a resident at least one person age 55 or older ("age restriction") shall be recorded with the applicable Register of Deeds Office. Covenants shall be at all times in full force and effect so long as the apartment complex remains as a multifamily use. Any rescission or modification of the covenants regarding age restriction shall have approval of the town.*

Prior to applying for any building permits, an opinion letter from an attorney licensed to practice in North Carolina shall be provided to the Town stating that the age restriction was drafted in a form that the attorney, in the exercise of customary professional diligence, would reasonably recognize as compliant with the Fair Housing Act 42 U.S.C Sec. 3601, et. seq., and the North Carolina State Fair Housing Act, N.C. Gen. Stat. 41A-5, et seq.

3) *The Developer acknowledges the need to provide workforce housing within the Town of Holly Springs and hereby is doing so. A minimum of fifty (50) dwelling units shall be workforce housing units and shall be located on TRACT 3 as shown on "EXHIBIT C."*

4) *The Town requires, pursuant to N.C.G.S. § 160A-372, the dedication and construction of streets and rights of way, as shown in the approved Comprehensive Transportation Plan and the approved Transportation Impact Analysis, to create conditions essential to public health, safety, and the general welfare. A rezoning may be delayed until such time as necessary transportation improvements (to include offsite improvements) may be made, unless the Town and the Developer can enter into agreements to accelerate the time for completion of these needed improvements.*

A. *Establish a funding partnership with the Town of Holly Springs and NCDOT to provide a fee in lieu in the amount of $105,000.00 for the construction of the widening of Southbound NC 55 Bypass to provide a third travel lane between Avent Ferry Road and South Main Street.*

B. *Widen the northbound Piney Grove Wilbon Road approach to provide a new through/right turn lane with a minimum of 250 feet of storage length and provide signal modifications to accommodate the geometric changes. Actual construction of the improvements may utilize the contributing fund from other background developments at this intersection.*

C. *Site Access #1 (as shown on 'Exhibit 3') construct one inbound lane and two outbound lanes with an exclusive right turn lane and exclusive left turn lane with a minimum of 200 feet of storage length. Widen the southbound South Main Street approach to provide an exclusive right turn lane with a minimum of 100 feet of storage length.*

D. *Site Access #2 (as shown on 'Exhibit 3'), construct one inbound lane and one outbound lane (right in/right out only) with appropriate median channelization.*

E. *Site Access #3 (as shown on 'Exhibit 3'), construct one inbound lane and one outbound lane (right in/right out only) with appropriate median channelization. Widen the southbound South Main Street approach to provide an exclusive right turn lane with a minimum of 100 feet of storage length.*

F. *Site Access #4 (as shown on 'Exhibit 3'), construct one outbound lane (right out only) with appropriate median channelization. Widen the westbound Ralph Stephens Road approach to provide an exclusive right turn lane with a minimum of 100feet of storage length (subject to right of way constraints).*

G. *Site Access #5 (as shown on 'Exhibit 3'), construct one inbound lane and one outbound lane (right in/right out only). Convert the existing median to provide left in access on southbound South Main Street approach with a minimum of 150 feet of storage length; correspondingly, shorten the left turn land storage length at Ralph Stephens Road to 250 feet. Widen northbound South Main Street approach to provide an exclusive right turn lane with a minimum of 100 feet of storage length.*

H. *Widen the southbound Southern Crossing Boulevard approach to provide an exclusive left turn lane with a minimum of 100 feet of storage length.*

5) *The Town requires certain fees to be paid upon development of land and for the granting of a building permit. Said fees are listed in the Town's annual budget, and with this rezoning the Developer agrees he/she (i) is familiar with these fees; (ii) does not dispute the reasonableness of these fees as set forth in the Town's annual budget; and (iii) natural/installing any reimbursements discussed at this time through an Infrastructure Reimbursement Agreement, hereby agrees to timely pay all normal and customary fees applicable to Developer in connection with the Residential Project. Such fees are listed in the current year annual budget of fees at the time the fee is due under the ordinary course of development.*

6) *Proposed uses on Tract 2 as identified on 'Exhibit 1' shall be limited to professional office only.*

7) *To the greatest extent possible, parking shall be located at or behind the front façade of all buildings on tracts 1 and 3 as identified on 'Exhibit 1.'*

8) *Tract 3 as identified on 'Exhibit 1' shall be limited to mixed-use development containing two or more of the following uses: commercial, multifamily dwellings, professional office, and child care center.*

9) *For proposed building facades located within fifty (50) feet of the intersection of South Main Street and Ralph Stephens Road and fronting such intersection, shown on Tract 3 as identified on 'Exhibit 1', shall contain first floor commercial uses. Sides and rear facades of such buildings may contain ground floor residential uses.*

10) *The maximum building height of the proposed development shall be 75 feet.*

11) *The developer understands that walkability is crucial to this mixed use concept. Therefore, the developer will construct a ten foot wide asphalt public greenway, in accordance with Town of Holly Springs Design and Construction Standards, terminating at the intersection of Ralph Stephens Road and South Main Street with a maximum linear footage of 2,000 feet in a direction and alignment to be determined with town staff at the time of first development plan, within current available public right-of-way.*

12) *The developer shall provide an "urban art park" within Tract 3 with a minimum size of 6,000 square feet and shall consist of:*

A. *A hard surface patio/stage with a minimum size of 300 square feet for performances and concerts;*

B. *An area for the display of public art with a minimum size of 1,500 square feet;*

C. *A kiosk structure for retail sales with a minimum building size of 144 square feet and 200 square feet of hard surface outdoor dining area patio;*

D. *The Art Park shall be owned and maintained by the developer or current owner of the mixed-use building.*

TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS:
8/28/20-PER TOHS COMMENTS

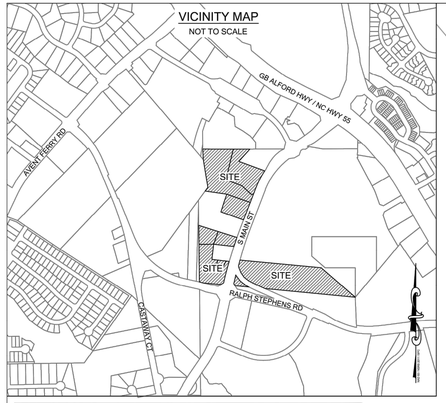
Developers Agreement
Village Gate Tract 3
South Main Street
Holly Springs, NC

SCALE: AS NOTED
DRAWN BY: CDR
PROJECT # 19201
DATE: 7/24/20
SHEET DA
OF

Know what's below. Call before you dig.

Z:\Projects\Eli Zablud\Village Gate\Tract 3 Oak Village-Mixed- Use Site\Submittals (CAD)\Tract 3 Mixed Use & Oak Village SPR.dwg, 10/1/2020 3:01:14 PM, AutoCAD PDF (General Documentation).pc3

VICINITY MAP
NOT TO SCALE



I, STEVEN P. CARSON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 16147 PAGE 705, BOOK 12130 PAGE 2447, BOOK 3943 PAGE 278, BOOK 8971 PAGE 1846, BOOK 12130 PAGE 2441, AND BOOK 14197 PAGE 2522); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND AS SHOWN HERE ON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:40,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS _____ DAY OF _____, A.D., 2019.

I, FURTHER THAT IN ACCORDANCE WITH G.S. 47-30-F-11-C-1; CERTIFY THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. FOR THE PURPOSE OF THIS SUBSECTION, AN "EXISTING PARCEL" OR "EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE, LEGAL DESCRIPTION CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

PRELIMINARY

_____ _____
STEVEN P. CARSON, PLS DATE
NC LICENSE NO. L-4752

THIS MAP IS CONSIDERED PRELIMINARY, NOT FOR RECORDATION, CONVEYANCE OR SALES UNLESS SIGNED AND SEALED BY THE LICENSED SURVEYOR.

NOTES
1. THE PROPERTY LIES IN ZONES "X" PER NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 3720064800J, DATED 05/02/2006.
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES AND ALL BEARINGS ARE NAD 83 / NSRS 2011, NORTH CAROLINA STATE PLANE UNLESS OTHERWISE SHOWN.
3. SITE ZONED "R-20" & "CB" PER WAKE COUNTY GIS.
4. AREAS COMPUTED BY COORDINATE METHOD.
5. THIS SURVEY WAS PREPARED BY BATEMAN CIVIL SURVEY COMPANY, UNDER THE SUPERVISION OF STEVEN P. CARSON, PLS.
6. SURVEY PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT.
7. CEMETERY SHOWN IS AS OBSERVED.
8. NO DESCRIPTION OF CEMETERY OBSERVED IN REFERENCE OF DEED.

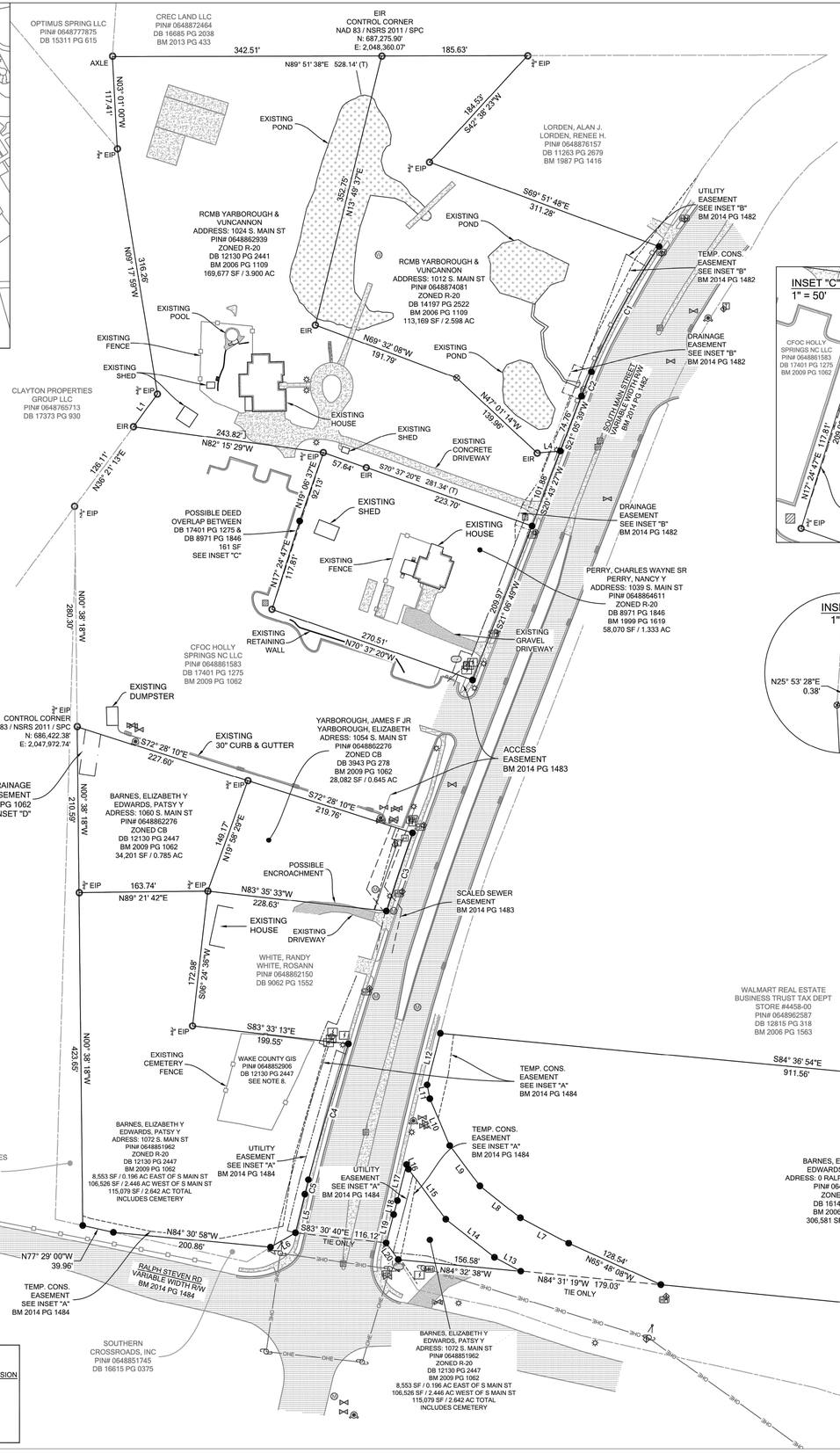
LEGEND
- EXISTING BOUNDARY CORNER FOUND
- BOUNDARY CORNER SET (3/4 IPS)
- COMPUTED POINT
- CONCRETE MONUMENT FOUND
- CLEAN OUT
- TRANSFORMER / ELECTRIC BOX
- LIGHT POLE
- UTILITY POLE
- WATER METER
- FIRE HYDRANT
- UTILITY VALVE
- HAND WELL
- CABLE PEDESTAL
- TELEPHONE PEDESTAL
- HOT BOX
- CATCH BASIN
- DROP INLET
- UTILITY MANHOLE
- UTILITY HAND HOLE
- SIGN
- GUY WIRE
- BURIED UTILITY MARKER
- FLAG

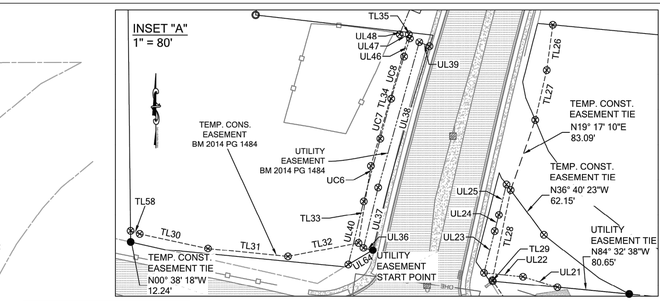
- OHE — OVERHEAD UTILITY
- UGSD — UNDERGROUND STORM DRAIN
- FENCE / GUARD RAIL
- DRAINAGE EASEMENT
- ACCESS EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- UTILITY EASEMENT
- SCALED SEWER EASEMENT
- ADJOINING PROPERTY LINE
- SURVEYED PROPERTY LINE

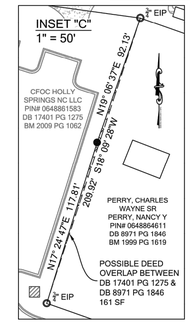
- BRICK
- PAVEMENT
- GRAVEL
- CONCRETE
- POND

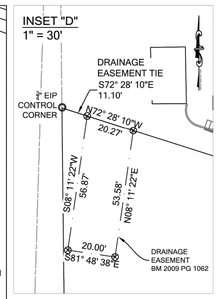
EIP	EXISTING IRON PIPE
EIR	EXISTING IRON REBAR
IPS	IRON PIPE SET
PKS	PK NAIL SET
PKF	PK NAIL FOUND
(T)	TOTAL
DB	DEED BOOK
PG	PAGE
BM	BOOK OF MAPS
R/W	RIGHT OF WAY
POB	POINT OF BEGINNING
N	NORTH
E	EAST
S	SOUTH
W	WEST
TEMP.	TEMPORARY
CONS.	CONSTRUCTION

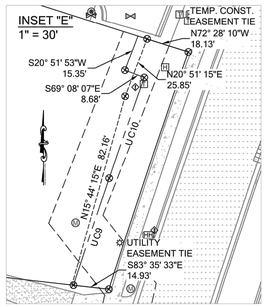
CLASS OF SURVEY: A
POSITIONAL ACCURACY: 0.06'
TYPE OF GPS FIELD PROCEDURE: OPUS STATIC SESSION
DATES OF SURVEY: DECEMBER 2019
DATUM/EPOCH: NAD83/NSRS2011/SPC
GEOID MODEL: 12B
COMBINED GRID FACTOR(S): 0.999878841
UNITS: US SURVEY FEET

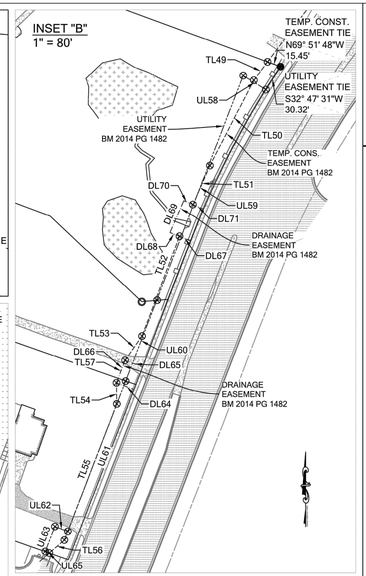












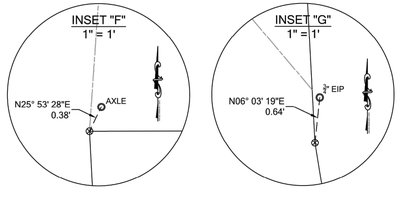
DRAINAGE EASEMENT LINE TABLE		
LINE#	DIRECTION	LENGTH
DL64	S69° 11' 23"E	21.00'
DL65	N69° 11' 23"W	21.00'
DL66	S20° 48' 37"W	27.00'
DL67	S68° 53' 01"E	14.00'
DL68	S68° 53' 01"E	11.00'
DL69	S23° 28' 12"W	38.63'
DL70	N66° 55' 24"W	11.00'
DL71	N66° 57' 24"W	12.98'

LINE TABLE		
LINE#	DIRECTION	LENGTH
L1	N36° 18' 10"E	51.47'
L4	S85° 18' 13"W	29.68'
L5	S13° 43' 43"W	50.43'
L6	S59° 30' 11"W	36.74'
L7	N62° 04' 35"W	69.56'
L8	N51° 54' 19"W	65.38'
L9	N36° 41' 27"W	64.25'
L10	N23° 03' 23"W	64.65'
L11	N10° 57' 46"W	18.04'
L12	N14° 22' 24"E	67.55'
L13	S62° 03' 31"E	37.84'
L14	S51° 53' 15"E	78.74'
L15	S36° 40' 23"E	79.43'
L16	S23° 02' 19"E	6.28'
L17	N14° 19' 51"E	47.08'
L18	N14° 51' 53"E	18.57'
L19	N14° 44' 15"E	37.42'
L20	N35° 55' 00"W	26.14'

UTILITY EASEMENT LINE TABLE		
LINE#	DIRECTION	LENGTH
UL21	N73° 03' 08"W	40.22'
UL22	N84° 15' 12"W	43.77'
UL23	N14° 25' 12"E	48.12'
UL24	N14° 32' 50"E	18.60'
UL25	N14° 00' 48"E	35.10'
UL36	N76° 16' 20"W	10.75'
UL37	N13° 43' 40"E	69.27'
UL38	N15° 47' 32"E	168.90'
UL39	S67° 48' 30"E	12.33'
UL40	N13° 43' 40"E	72.57'
UL46	N18° 06' 40"E	21.11'
UL47	N67° 16' 44"W	12.51'
UL48	N22° 11' 30"E	3.38'
UL58	N58° 10' 26"W	29.79'
UL59	S21° 01' 50"W	268.99'
UL60	S21° 01' 50"W	97.20'
UL61	S21° 01' 50"W	180.04'
UL62	N68° 57' 20"W	15.43'
UL63	S21° 02' 40"W	29.92'
UL64	S59° 30' 11"W	31.75'
UL65	S68° 57' 20"E	7.59'

TEMP. CONS. EASEMENT LINE TABLE		
LINE#	DIRECTION	LENGTH
TL26	N07° 41' 00"E	50.90'
TL27	N12° 55' 28"E	57.48'
TL28	S11° 33' 52"W	102.73'
TL29	S34° 11' 14"E	1.17'
TL30	S78° 02' 20"E	78.03'
TL31	S84° 14' 57"E	89.81'
TL32	N79° 01' 14"E	80.29'
TL33	N09° 10' 16"E	87.15'
TL34	N16° 03' 55"E	153.04'
TL35	N25° 53' 10"E	2.24'
TL49	S37° 00' 12"W	25.43'
TL50	S27° 14' 06"W	107.28'
TL51	S23° 09' 51"W	47.86'
TL52	S20° 34' 52"W	119.27'
TL53	S34° 55' 11"W	33.07'
TL54	S00° 51' 11"E	23.60'
TL55	S21° 03' 31"W	163.00'
TL56	S49° 02' 17"W	22.30'
TL57	S20° 48' 37"W	27.00'
TL58	S71° 42' 32"E	10.76'

CURVE TABLE				
CURVE#	LENGTH	RADIUS	BEARING	CHORD
C1	181.37'	978.00'	S28° 22' 02"W	181.11'
C2	33.45'	978.00'	S22° 04' 24"W	33.45'
C3	104.94'	4052.00'	S18° 30' 09"W	104.94'
C4	180.41'	4054.07'	S16° 23' 18"W	180.40'
C5	18.84'	4057.25'	S13° 51' 42"W	18.84'
UC6	72.86'	10214.35'	N14° 42' 42"E	72.86'
UC7	46.14'	2429.34'	N15° 23' 59"E	46.14'
UC8	49.21'	1578.48'	N16° 58' 07"E	49.21'
UC9	47.33'	3542.17'	S18° 25' 44"W	47.33'
UC10	44.67'	4893.04'	S19° 14' 19"W	44.67'



BATEMAN CIVIL SURVEY COMPANY
ENGINEERS ● SURVEYORS ● PLANNERS
2524 RELIANCE AVENUE, APEX, NC 27539
PHONE: (919) 577-1080 FAX: (919) 577-1081
INFO@BATEMANCIVILSURVEY.COM
NCBELS FIRM# C-2378

BOUNDARY SURVEY
AS RECORDED IN DEED BOOK 16147 PAGE 705, BOOK 12130 PAGE 2447, BOOK 3943 PAGE 278, BOOK 8971 PAGE 1846, BOOK 12130 PAGE 2441, AND BOOK 14197 PAGE 2522
HOLLY SPRINGS TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

REVISIONS
1.
2.
3.
4.
5.

DESIGNED BY: N/A
DRAWN BY: CJM
CHECKED BY: SPC
SCALE: 1" = 80'
DATE: 12/23/2019
JOB NUMBER: 190587

SHEET 1

Z:\Projects\Eli Zablud\Village Gate\Tract 3 Oak Village-Mixed- Use Site\Submittals (CAD)\Tract 3 Mixed Use & Oak Village SPR.dwg, 10/1/2020 3:01:20 PM, AutoCAD PDF (General Documentation).pc3

GENERAL NOTES

ALL CONSTRUCTION SHALL CONFORM TO TOWN OF HOLLY SPRINGS ENGINEERING AND CONSTRUCTION STANDARDS

CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. DEVELOPMENT FEES ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.

CONTRACTOR SHALL OBTAIN A COPY OF THE CURRENT STANDARDS AND SPECIFICATIONS OF THE TOWN OF HOLLY SPRINGS TO REFER TO DURING CONSTRUCTION OF THE PROJECT.

CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING ABOVE AND BELOW GROUND UTILITIES IN THE AREA PRIOR TO CONSTRUCTION AND COORDINATE THE RELOCATION OF THESE UTILITIES WITH THE APPROPRIATE AUTHORITIES.

ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS SEDIMENT AND EROSION CONTROL ORDINANCE.

ALL ENVIRONMENTAL PERMITS MUST BE OBTAINED PRIOR TO CONSTRUCTION DRAWING APPROVAL AND/OR ISSUANCE OF A LAND DISTURBANCE PERMIT.

DIGITAL INFORMATION IS FROM SURVEY DATED DEC. 2019 FROM BATEMAN CIVIL SURVEY.

GENERAL NOTES
1. THE CONTRACTOR SHALL CONTACT " NORTH CAROLINA ONE CALL" AT 800-632-4949 FOR ASSISTANCE IN LOCATING EXISTING UTILITIES. CALL AT LEAST 48 HOURS PRIOR TO ANY DIGGING.
2. EXISTING CONDITIONS AND UTILITIES SHOWN ARE BASED ON INFORMATION PROVIDED BY BATEMAN CIVIL SURVEY. BASE SURVEY SUPPLIED BY BATEMAN CIVIL SURVEY. THE CONTRACTOR SHALL FIELD VERIFY CONDITIONS PRIOR TO STARTING CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. CONFLICTS INVOLVING PUBLIC WATER, SANITARY SEWER, AND STORM DRAINAGE CONSTRUCTION SHALL BE RESOLVED TO THE SATISFACTION OF THE TOWN OF HOLLY SPRINGS.
3. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE TOWN OF HOLLY SPRINGS STANDARDS AND SPECIFICATIONS.
4. BUILDING FOOTPRINT PROVIDED BY DESIGN DEVELOPMENT ARCHITECTS.
5. H/C RAMPS AND PARKING SPACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA STANDARDS.
6. THE CONTRACTOR IS RESPONSIBLE FOR INVESTIGATING SOIL CONDITIONS ON SITE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY UNSUITABLE MATERIAL UPON FIRST CONTACT.
7. ALL POWER LINES SHALL BE PLACED UNDERGROUND OR RELOCATED IN COORDINATION WITH DUKE ENERGY. IF RELOCATION OF OVERHEAD POWER LINES UNDERGROUND IS DEEMED NOT FEASIBLE BY THE TOWN AND/OR UTILITY COMPANY, A FEE-IN-LIEU WILL BE REQUIRED FOR THIS PROJECT.
8. NO FILL MATERIAL IS TO BE BROUGHT INTO THE NRBI BUFFERS.
9. NO BUILDING STRUCTURES ARE ALLOWED WITHIN ANY OF THE BUFFER AREAS.
10. ALL ADDRESS NUMBERS SHALL BE A MINIMUM OF 6" IN HEIGHT.

SITE DATA- TRACT 3

PINS	0648-95-0812	0648-85-4727
TOTAL TRACT AREA:		333,216 SF 7.65 AC
RETAIL:	21,000 SF	
RESIDENTIAL:	160 UNITS, 148,300 SF	
PRESCHOOL:	19,200 SF	
ZONING:		CB-CU
PROPOSED USE:		MIXED USE
PROPOSED NUMBER OF LOTS:		1
OWNER:	DUNN INVESTMENTS, LLC	
SETBACKS AND BUFFERS:		
THOROUGHFARE:	10' MIN.	
MIN. SIDE YARD:	10'	
MINIMUM REAR YARD:	10'	
MINIMUM BUFFERYARD:	20'	
MAXIMUM BUILDING HEIGHT-	75'	
PROPOSED BUILDING HEIGHT-	75'	

OPEN SPACE CALCULATIONS
333,216 SF X 1%= 3,332 SF REQUIRED
34,438 SF PROVIDED

LEGEND
OPEN SPACE

SITE DATA- TRACT 3

PARKING REQUIRED

APARTMENTS (1.75 PER UNIT + 10% GUEST)
1.75 * 160 UNITS * 110%= 308 SPACES

INTEGRATED CENTER (4 SPACES PER 1000 SF)
21,000 SF GROSS LEASEABLE SF 4 * 21 =84 SPACES
INCLUDES OUTDOOR SEATING AREAS
PRE SCHOOL (1 SPACE PER 8 PUPILS + 1 SPACE PER 2 EMPLOYEES)
160 PUPILS /8= 20 SPACES
25 EMPLOYEES/2= 13 SPACES

TOTAL REQUIRED PER UDO: 425 SPACES

BICYCLE PARKING REQUIRED:
INTEGRATED CENTER- 2 BIKE RACKS THROUGHOUT PROJECT
2 BIKE RACKS PROVIDED

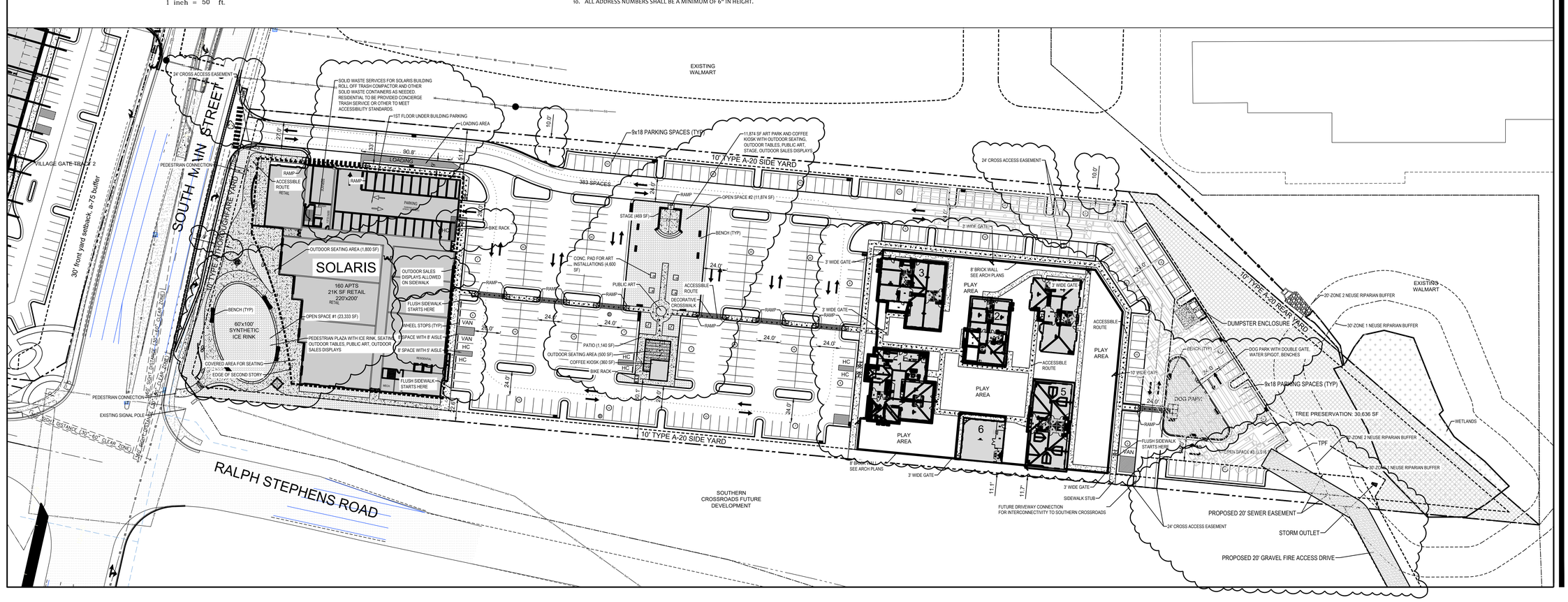
SPACES REQUIRED WITH 11.8% REDUCTION: 375 SPACES
PARKING PROVIDED 378 SPACES

ALTERNATE PARKING PLAN:
SEE PARKING STUDY MEMO FOR JUSTIFICATION OF REDUCTION.

FOR ADDITIONAL ROADWAY INFORMATION, REFER TO SHEET TE 1.0.

N W E S

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.



TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECTURAL No. C-551 PORTLAND DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. 2135 Christopher D. Rutkowski 10/2/20

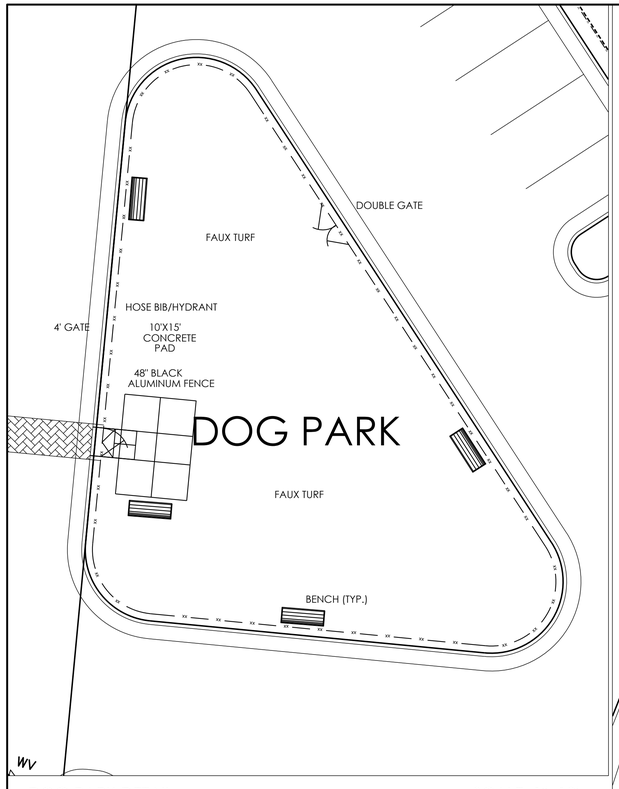
PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS:
8/28/20-PER TOHS COMMENTS
10/2/20-PER TOHS COMMENTS

Site Plan
Village Gate Tract 3
South Main Street
Holly Springs, NC

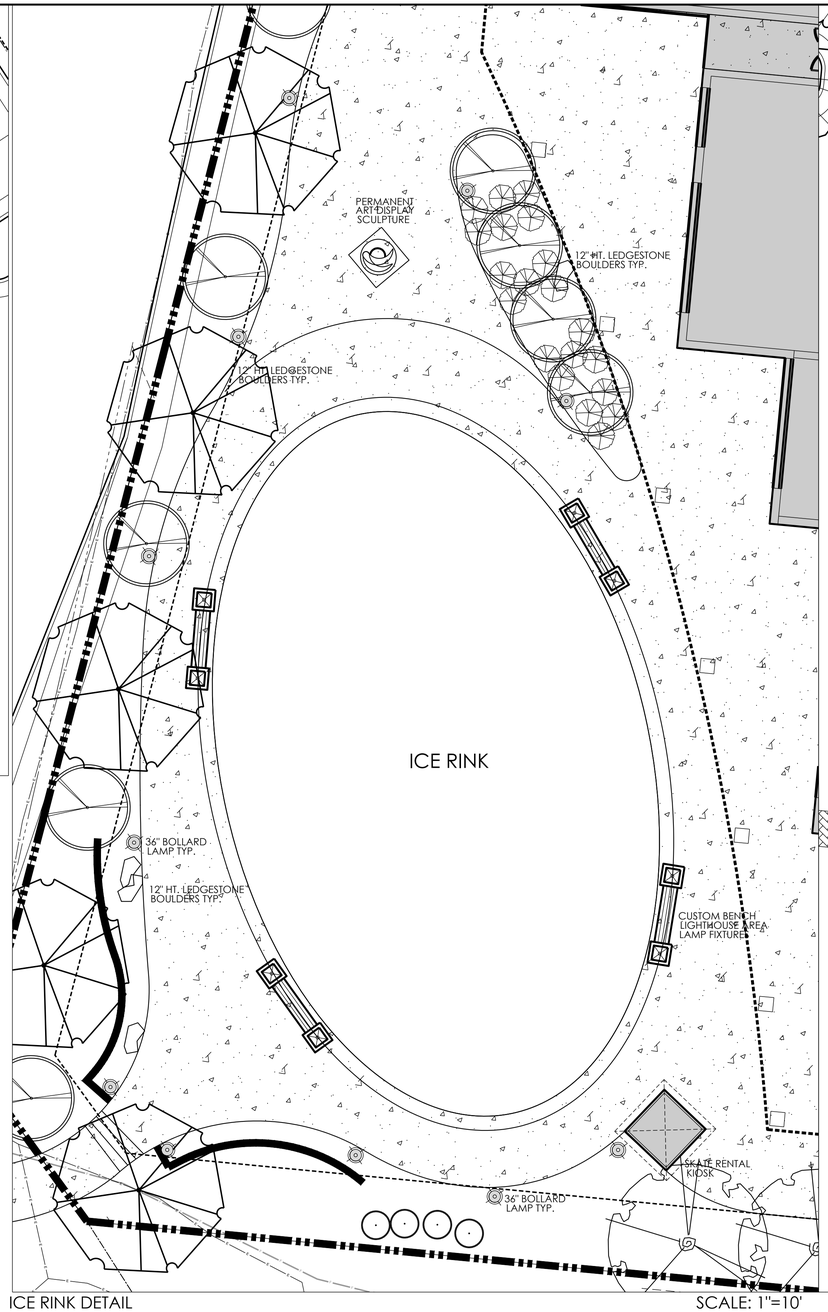
SCALE: 1"=50'
DRAWN BY: CDR
PROJECT # 19201
DATE: 7/24/20
SHEET L-1
OF 1

Z:\Projects\Eli Zablud\Village Gate\Tract 3 Oak Village-Mixed-Use Site\Submittals (CAD)\Tract 3 Mixed Use & Oak Village SP8.dwg, 10/1/2020 3:01:29 PM, AutoCAD PDF (General Documentation).pc3

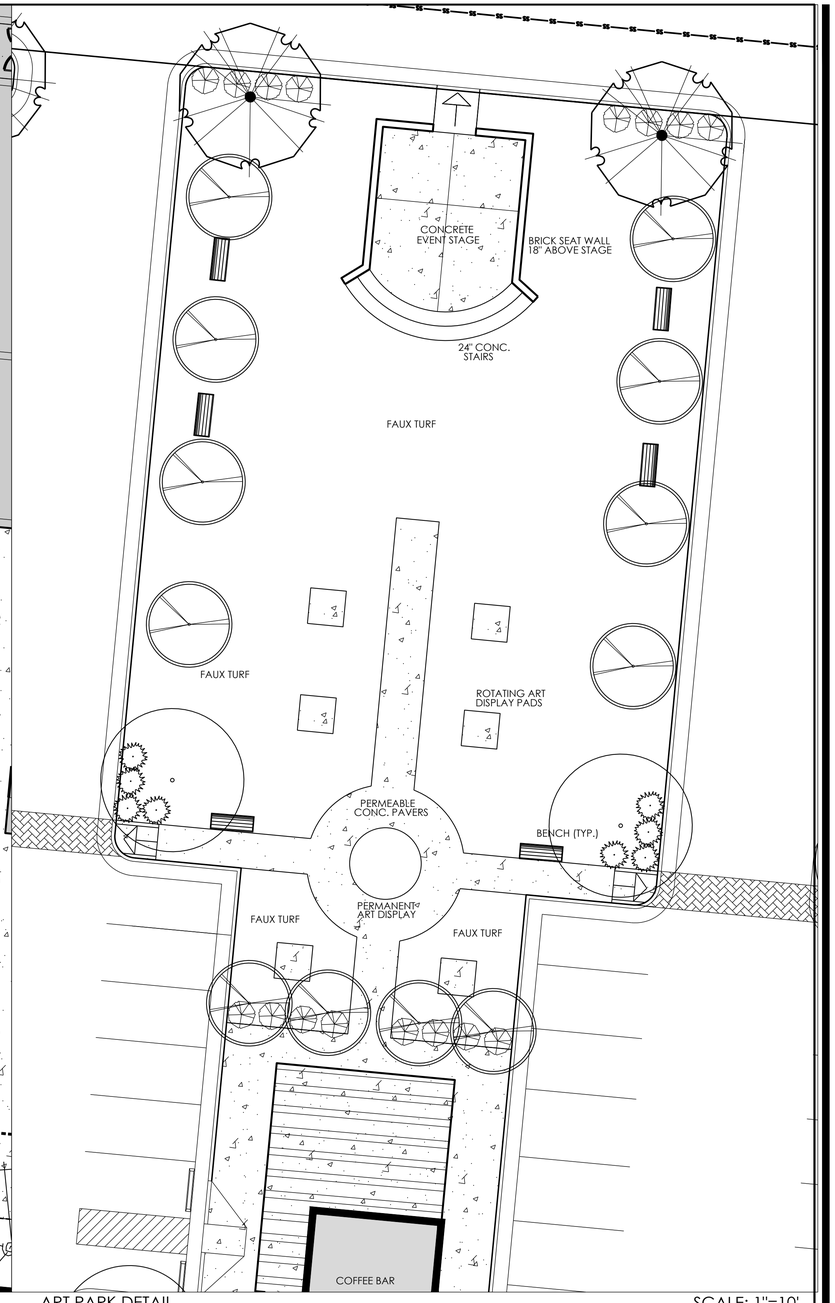


DOG PARK DETAIL SCALE: 1"=10'

* All art park and amenity area plans are preliminary and subject to change.

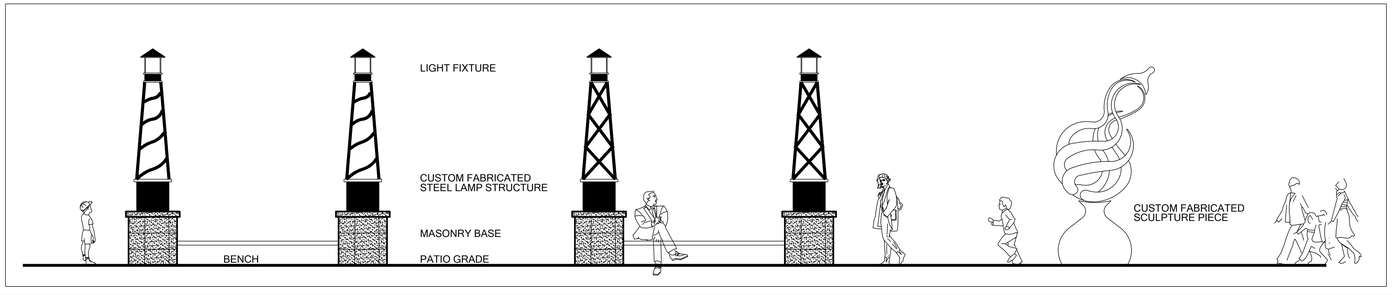


ICE RINK DETAIL SCALE: 1"=10'



ART PARK DETAIL SCALE: 1"=10'

BENCH AND SCULPTURE EXAMPLE



TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA No. C-551 PORTFOLIO DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT Christopher D. Rurkowski 10/2/20 No. 2135

PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS:
8/28/20-PER TOHS COMMENTS
10/2/20-PER TOHS COMMENTS

Amenity Details
Village Gate Tract 3
South Main Street
Holly Springs, NC

SCALE: As Noted
DRAWN BY: CDR
PROJECT # 19201
DATE: 7/24/20

SHEET L-1A
OF 1

Z:\Projects\Eli Zabludt\Village Gate\Tract 3 Oak Village-Mixed-Use Site\Submittals (CAD)\Tract 3 Mixed Use & Oak Village SP8.dwg, 10/1/2020 3:01:36 PM, AutoCAD PDF (General Documentation).pc3

GENERAL NOTES:

1. All sod to be Rebel Fescue IV, Turf Gem, Lesco or equal.
2. All seed to be Rebel Rescue IV, Turf Gem, Lesco or equal @ 6 lbs. per 1,000 s.f.
3. All mulch shall be double ground pine bark mulch to a depth of 3".
4. Plant material on this site must be installed in conformance with the general planting notes and details on this plan, and the Holly Springs UDO.
5. Please see sheet L-2 for tree and shrub planting detail and notes.
6. Owner shall be responsible for the maintenance of all required landscaping by keeping lawns mowed, all plants maintained as disease free, all planting beds groomed and kept weed free, and kept free from trash, debris, and other objectionable materials.
7. Owner shall be responsible for the replacement of any required planting, which is removed or dies after the date of planting. Such replacement shall occur during the next planting season.
8. Plants located in an easement area are subject to approval by easement holder.
9. Call utility locator service prior to any construction on this site. Contractor shall be responsible for confirmation of marked utilities within the area of work.
10. Provide adequate visibility for safe vehicular and pedestrian movement within a parking area, plant materials located within five (5) feet of the back of curb / edge of pavement of an interior landscape island located at a critical turning point within a parking area shall be selected or maintained with a growth pattern not to exceed thirty-six (36) inches above grade.

PLANT LIST

KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QTY.	PUV	PUV Total	%	COMMENTS
DECIDUOUS TREES									
AR	Acer rubrum 'October Glory'	October Glory Maple	2 1/2"	B&B	26	8	208	20.84%	
TM	Acer buergerianum	Trident Maple	2 1/2"	B&B	8	8	64	6.41%	
QL	Quercus lyrata	Overcup Oak	2 1/2"	B&B	17	8	136	13.63%	
BN	Betula nigra	River Birch	2 1/2"	B&B	28	8	224	22.44%	
UP	Ulmus parvifolia 'Emer II'	Allee Lacebark Elm	2 1/2"	B&B	22	8	176	17.64%	
CMS	Lagerstroemia indica 'Sioux'	Sioux Crape Myrtle	1 1/2"	B&B	6	5	30	3.01%	Single Stem & Tree Form
CM	Lagerstroemia indica 'Natchez'	Crape Myrtle	1 1/2"	B&B	32	5	160	16.03%	1 1/2" per stem; 3 stem min.
						TOTAL	998		
EVERGREEN TREES									
NRS	Ilex x 'Nellie R. Stevens'	Nellie Stevens Holly	6' HT.	B&B	3	5	15	100.00%	
						TOTAL	15		
SHRUBS									
EBH	Ilex x 'Emily Bruner'	Emily Bruner Holly	36" HT.	Cont.	62	1	62	11.17%	
BF	Buxus sempervirens 'Fastigiata'	Fastigiate Boxwood	36" HT.	Cont.	91	1	83	14.95%	
CH	Ilex cornuta 'Carissa'	Carissa Holly	36" HT.	Cont.	130	1	130	23.42%	
DBH	Ilex crenata 'Burfordii Nana'	Dwarf Burford Holly	36" HT.	Cont.	128	1	128	23.06%	
IC	Ilex crenata 'Green Luster'	Green Luster Holly	24" HT.	Cont.	163	0.5	81.5	14.68%	
LGB	Buxus microphylla japonica 'Gregem'	Baby Gem Boxwood	24" HT.	Cont.	141	0.5	70.5	12.70%	
						TOTAL	555		

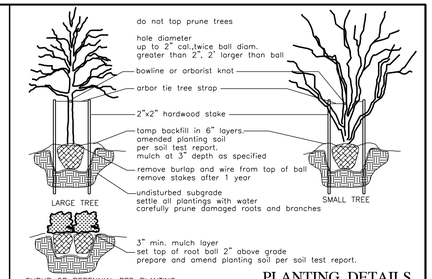
LANDSCAPE PLANS ON SHEETS L-2 & L-3.
CALCULATIONS ARE ON SHEETS L-4 &L-5.

N
W E
S

GRAPHIC SCALE

30 0 15 30 60 120

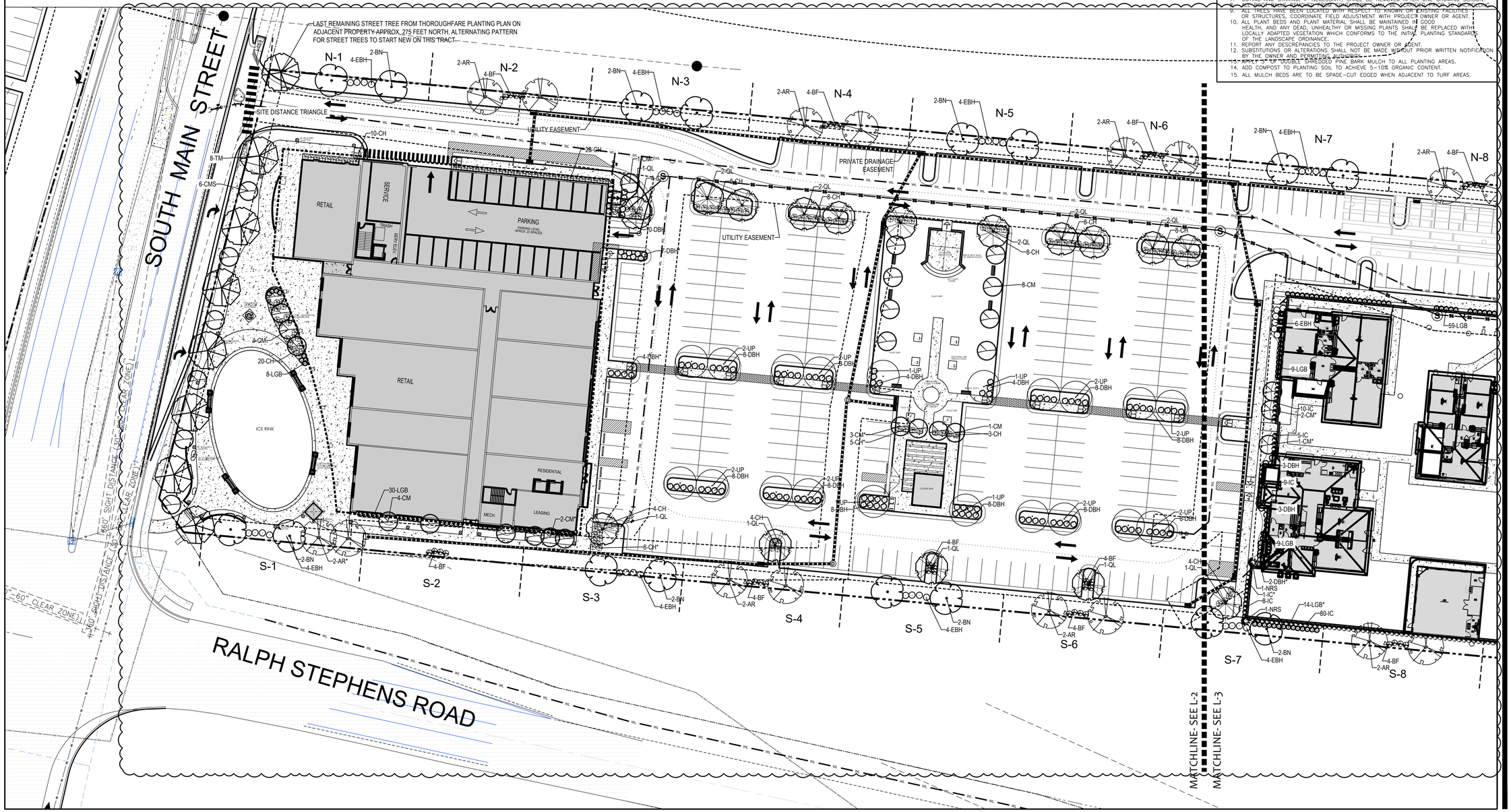
(IN FEET)
1 inch = 30 ft.



PLANTING DETAILS

GENERAL PLANTING NOTES

1. VERIFICATION OF TOTAL QUANITIES AS SHOWN SHALL BE THE RESPONSIBILITY OF THE PLANTING CONTRACTOR.
2. ALL TREES, SHRUBS, AND BEDDING PLANTS SHALL CONFORM TO THE ACCEPTED STANDARDS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
3. ALL SAUCERS SHALL BE SOAKED WITH WATER AND MULCHED IMMEDIATELY FOLLOWING PLANTING.
4. SET TOP OF TREE ROOT BALL 4" ABOVE GRADE, SHRUBS 2" ABOVE GRADE.
5. PLANT MATERIAL SHALL CARRY A ONE YEAR WARRANTY AND REPLACEMENT GUARANTEE.
6. AMEND PLANTING SOIL WITH FERTILIZE AND/OR LIME PER SOIL TEST REPORT AT THE RECOMMENDED MANUFACTURERS APPLICATION RATE.
7. GUYING AND STAKING, IF NECESSARY, SHALL BE REMOVED AFTER ONE GROWING SEASON.
8. SET BACK ALL PLANTING FROM UNDERGROUND UTILITIES AND STRUCTURES AS DIRECTED PRIOR TO PLANTING.
9. ALL TREES HAVE BEEN LOCATED WITH RESPECT TO KNOWN OR EXISTING FACILITIES OR STRUCTURES, COORDINATE FIELD ADJUSTMENT WITH PROJECTN OWNER OR AGENT.
10. ALL PLANT BEDS AND PLANT MATERIAL SHALL BE MAINTAINED IN GOOD HEALTH, AND ANY DEAD, UNHEALTHY OR MISSING PLANTS SHALL BE REPLACED WITH LOCALLY ADAPTED VEGETATION WHICH CONFORMS TO THE INITIAL PLANTING STANDARDS OF THE LANDSCAPE ORDINANCE.
11. REPORT ANY DESCREPANCIES TO THE PROJECT OWNER OR AGENT.
12. SUBSTITUTIONS OR ALTERATIONS SHALL NOT BE MADE WITHOUT PRIOR WRITTEN NOTIFICATION BY THE OWNER AND PERMITTING AUTHORITY.
13. APPLY 3" OF DOUBLE SHREDDED PINE BARK MULCH TO ALL PLANTING AREAS.
14. ADD COMPOST TO PLANTING SOIL TO ACHIEVE 5-10% ORGANIC CONTENT.
15. ALL MULCH BEDS ARE TO BE SPADE-CUT EDGED WHEN ADJACENT TO TURF AREAS.



TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECTURAL No. C-551 POWELAND DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. 2135 Christopher D. Rurkowski 10/2/20

PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS:
8/28/20-PER TOHS COMMENTS
10/2/20-PER TOHS COMMENTS

Landscape Plan
Village Gate Tract 3
South Main Street
Holly Springs, NC

SCALE: 1"=50'
DRAWN BY: CDR
PROJECT # 19201
DATE: 7/24/20
SHEET L-2
OF 1

Z:\Projects\Eli Zabluda\Village Gate\Tract 3 Oak Village Mixed-Use Site\Submittals (CAD)\Tract 3 Mixed Use & Oak Village SP8.dwg, 10/1/2020 3:01:41 PM, AutoCAD PDF (General Documentation).pc3

GENERAL NOTES:

1. All sod to be Rebel Fescue IV, Turf Gem, Lesco or equal.
2. All seed to be Rebel Rescue IV, Turf Gem, Lesco or equal @ 6 lbs. per 1,000 s.f.
3. All mulch shall be double ground pine bark mulch to a depth of 3".
4. Plant material on this site must be installed in conformance with the general planting notes and details on this plan, and the Holly Springs UDO.
5. Please see sheet L-2 for tree and shrub planting detail and notes.
6. Owner shall be responsible for the maintenance of all required landscaping by keeping lawns mowed, all plants maintained as disease free, all planting beds groomed and kept weed free, and kept free from trash, debris, and other objectionable materials.
7. Owner shall be responsible for the replacement of any required planting, which is removed or dies after the date of planting. Such replacement shall occur during the next planting season.
8. Plants located in an easement area are subject to approval by easement holder.
9. Call utility locator service prior to any construction on this site. Contractor shall be responsible for confirmation of marked utilities within the area of work.
10. Provide adequate visibility for safe vehicular and pedestrian movement within a parking area, plant materials located within five (5) feet of the back of curb / edge of pavement of an interior landscape island located at a critical turning point within a parking area shall be selected or maintained with a growth pattern not to exceed thirty-six (36) inches above grade.

LANDSCAPE PLANS ON SHEETS L-2 & L-3.
CALCULATIONS ARE ON SHEETS L-4 &L-5.

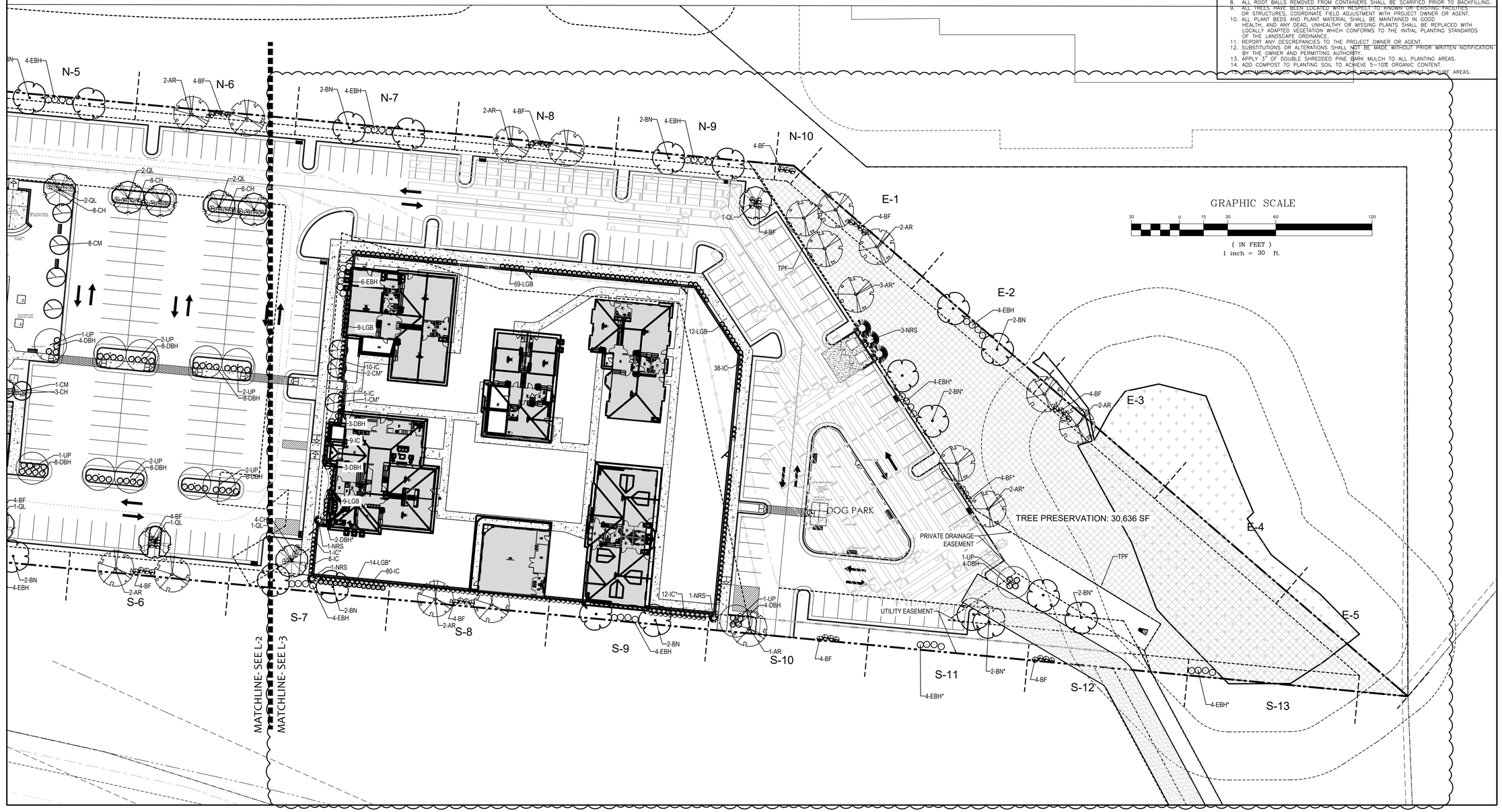
PLANT LIST

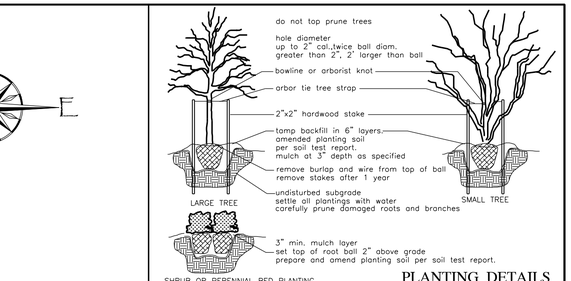
KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QTY.	PUV	PUV Total	%	COMMENTS
DECIDUOUS TREES									
AR	Acer rubrum 'October Glory'	October Glory Maple	2 1/2"	B&B	26	8	208	20.84%	
TM	Acer buergeranum	Trident Maple	2 1/2"	B&B	8	8	64	6.41%	
QL	Quercus lyrata	Overcup Oak	2 1/2"	B&B	17	8	136	13.63%	
BN	Betula nigra	River Birch	2 1/2"	B&B	28	8	224	22.44%	
UP	Ulmus parvifolia 'Emer II'	Allee Lacebark Elm	2 1/2"	B&B	22	8	176	17.64%	
CMS	Lagerstroemia indica 'Sioux'	Sioux Crape Myrtle	1 1/2"	B&B	6	5	30	3.01%	Single Stem & Tree Form
CM	Lagerstroemia indica 'Natchez'	Crape Myrtle	1 1/2"	B&B	32	5	160	16.03%	1 1/2" per stem; 3 stem min.
						TOTAL	998		
EVERGREEN TREES									
NRS	Ilex x 'Nellie R. Stevens'	Nellie Stevens Holly	6' HT.	B&B	3	5	15	100.00%	
						TOTAL	15		
SHRUBS									
EBH	Ilex x 'Emily Bruner'	Emily Bruner Holly	36" HT.	Cont.	62	1	62	11.17%	
BF	Buxus sempervirens 'Fastigiata'	Fastigiate Boxwood	36" HT.	Cont.	91	1	83	14.95%	
CH	Ilex cornuta ' Carissa'	Carissa Holly	36" HT.	Cont.	130	1	130	23.42%	
DBH	Ilex crenata 'Burfordii Nana'	Dwarf Burford Holly	36" HT.	Cont.	128	1	128	23.06%	
IC	Ilex crenata 'Green Luster'	Green Luster Holly	24" HT.	Cont.	163	0.5	81.5	14.68%	
LGB	Buxus microphylla japonica 'Gregem'	Baby Gem Boxwood	24" HT.	Cont.	141	0.5	70.5	12.70%	
						TOTAL	555		

ALTERNATE LANDSCAPE PLANT LOCATIONS:

See the description below for relocation of required plants. Adjusted plants are denoted by an (*) asterisk on the plan.

1. For E4 increment, two 2.5" cal. trees and four 36" HT shrubs are relocated to west side of wetland area and east side of parking.
2. For E5 increment, two 2.5" cal. trees and four 36" HT shrubs are relocated to west side of wetland area and east side of parking.
3. For S2 increment, two 2.5" cal. trees are relocated to the S1 segment.
4. For S10 increment, one 2.5" cal. tree is relocated to west side of wetland area and east side of parking.
5. For S11, S12, & S13 increments,two 2.5" cal. trees are relocated to west side of wetland area and east side of parking.
6. For Solaris East Foundation, two 1.5" cal. trees and eighteen 36" HT shrubs are located just beyond 12' from the east side of the building in tree islands.
7. For Oak Village Academy North, Northeast, and East Elevations, three 1.5" cal. trees and eighteen 36" HT shrubs and one 24" HT shrub are located on the west elevation and thirty-six 24" HT shrubs are located on the south elevation.





PLANTING DETAILS

GENERAL PLANTING NOTES

1. VERIFICATION OF TOTAL QUANITIES AS SHOWN SHALL BE THE RESPONSIBILITY OF THE PLANTING CONTRACTOR.
2. ALL TREES, SHRUBS, AND BEDDING PLANTS SHALL CONFORM TO THE ACCEPTED STANDARDS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
3. ALL SAUCERS SHALL BE SOAKED WITH WATER AND MULCHED IMMEDIATELY FOLLOWING PLANTING.
4. SET TOP OF TREE ROOT BALL 4" ABOVE GRADE, SHRUBS 2" ABOVE GRADE.
5. PLANT MATERIAL SHALL CARRY A ONE YEAR WARRANTY AND REPLACEMENT GUARANTEE.
6. AMEND PLANTING SOIL WITH FERTILIZE AND/OR LIME PER SOIL TEST REPORT AT THE RECOMMENDED MANUFACTURERS APPLICATION RATE.
7. GUYING AND STAKING, IF NECESSARY, SHALL BE REMOVED AFTER ONE GROWING SEASON.
8. ALL ROOT BALLS REMOVED FROM CONTAINERS SHALL BE SCARIFIED PRIOR TO BACKFILLING.
9. ALL TREES HAVE BEEN LOCATED WITH RESPECT TO KNOWN OR EXISTING FACILITIES OR STRUCTURES. COORDINATE FIELD ADJUSTMENT WITH PROJECT OWNER OR AGENT.
10. ALL PLANT BEDS AND PLANT MATERIAL SHALL BE MAINTAINED IN GOOD HEALTH, AND ANY DEAD, UNHEALTHY OR MISSING PLANTS SHALL BE REPLACED WITH LOCALLY ADAPTED VEGETATION WHICH CONFORMS TO THE INITIAL PLANTING STANDARDS OF THE LANDSCAPE ORDINANCE.
11. REPORT ANY DESCREPANCIES TO THE PROJECT OWNER OR AGENT.
12. SUBSTITUTIONS OR ALTERATIONS SHALL NOT BE MADE WITHOUT PRIOR WRITTEN NOTIFICATION BY THE OWNER AND PERMITTING AUTHORITY.
13. APPLY 3" OF DOUBLE SHREDDED PINE BARK MULCH TO ALL PLANTING AREAS.
14. ADD COMPOST TO PLANTING SOIL TO ACHIEVE 5-10% ORGANIC CONTENT.
15. SEE UTILITY PLANS FOR TO BE SAW CUT, EDGED AND LEVELED TURF AREAS.

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECTURAL No. C-551 PORTFOLIO DESIGN PLLC DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT Christopher D. Rutkowski 10/2/20 No. 2135

PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS:
8/28/20-PER TOHS COMMENTS
10/2/20-PER TOHS COMMENTS

Landscape Plan
Village Gate Tract 3
South Main Street
Holly Springs, NC

SCALE: 1"=30'
DRAWN BY: CDR
PROJECT # 19201
DATE: 7/24/20
SHEET L-3 OF

Z:\Projects\Eli Zabiud\Village Gate\Tract 3 Oak Village-Mixed -Use Site\Submittals (CAD)\Tract 3 Mixed Use & Oak Village SPR.dwg, 10/1/2020 3:01:47 PM, AutoCAD PDF (General Documentation).pc3

PERIMETER YARD LANDSCAPING		A 20			
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N-1 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N-2 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N-3 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N-4 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N-5 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N-6 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N-7 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N-8 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N-9 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
N-10 15'	0 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	0	3	0%	Type A-20
	3 Large/Medium Shrubs at 36" Ht. 1 Points each	3		15%	POINTS REQUIRED 3

PERIMETER YARD LANDSCAPING		A 20			
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-1 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-2 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-3 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-4 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-5 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-6 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-7 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-8 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-9 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-10 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-11 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-12 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-13 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
S-14 50'	1 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	8	10	40%	Type A-20
	2 Large/Medium Shrubs at 36" Ht. 1 Points each	2		10%	POINTS REQUIRED 10

PERIMETER YARD LANDSCAPING		A 20			
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
E-1 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
E-2 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
E-3 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
E-4 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	
INCREMENT	LANDSCAPE MATERIAL	PUV OF MATERIAL	TOTAL PUV PROVIDED	% OF PUV	PUV REQUIRED
E-5 100'	2 Large Deciduous Trees at 2 1/2" Cal. 8 Points each	16	20	80%	Type A-20
	4 Large/Medium Shrubs at 36" Ht. 1 Points each	4		20%	

INTERIOR PARKING LANDSCAPING		
TOTAL PARKING SPACES	=	378
INTERIOR PARKING ISLANDS REQUIRED	=	38
INTERIOR LANDSCAPE ISLANDS PROVIDED	=	38
INTERIOR LARGE DECIDUOUS TREES REQUIRED	=	38
INTERIOR LARGE DECIDUOUS TREES PROVIDED	=	38
INTERIOR EVERGREEN SHRUBS REQUIRED	=	151
INTERIOR EVERGREEN SHRUBS PROVIDED	=	152

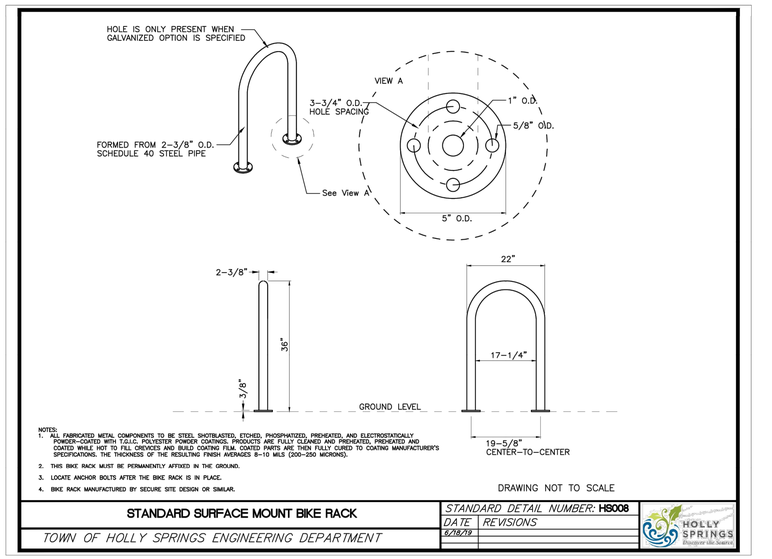
GENERAL NOTES:

1. All sod to be Rebel Fescue IV, Turf Gem, Lesco or equal.
2. All seed to be Rebel Rescue IV, Turf Gem, Lesco or equal @ 6 lbs. per 1,000 s.f.
3. All mulch shall be double ground pine bark mulch to a depth of 3".
4. Plant material on this site must be installed in conformance with the general planting notes and details on this plan, and the Holly Springs UDO.
5. Please see sheet L-4 for tree and shrub planting detail and notes.
6. Owner shall be responsible for the maintenance of all required landscaping by keeping lawns mowed, all plants maintained as disease free, all planting beds groomed and kept weed free, and kept free from trash, debris, and other objectionable materials.
7. Owner shall be responsible for the replacement of any required planting, which is removed or dies after the date of planting. Such replacement shall occur during the next planting season.
8. Plants located in an easement area are subject to approval by easement holder.
9. Call utility locator service prior to any construction on this site. Contractor shall be responsible for confirmation of marked utilities within the area of work.
10. Provide adequate visibility for safe vehicular and pedestrian movement within a parking area, plant materials located within five (5) feet of the back of curb / edge of pavement of an interior landscape island located at a critical turning point within a parking area shall be selected or maintained with a growth pattern not to exceed thirty-six (36) inches above grade.

ALTERNATE LANDSCAPE PLANT LOCATIONS:

See the description below for relocation of required plants. Adjusted plants are denoted by an (*) asterisk on the plan.

1. For E4 increment, two 2.5" cal. trees and four 36" HT shrubs are relocated to west side of wetland area and east side of parking.
2. For E5 increment, two 2.5" cal. trees and four 36" HT shrubs are relocated to west side of wetland area and east side of parking.
3. For S2 increment, two 2.5" cal. trees are relocated to the S1 segment.
4. For S10 increment, one 2.5" cal. tree is relocated to west side of wetland area and east side of parking.
5. For S11, S12, & S13 increments,two 2.5" cal. trees are relocated to west side of wetland area and east side of parking.
6. For Solaris East Foundation, two 1.5" cal. trees and eighteen 36" HT shrubs are located just beyond 12' from the east side of the building in tree islands.
7. For Oak Village Academy North, Northeast, and East Elevations, three 1.5" cal. trees and eighteen 36" HT shrubs and one 24" HT shrub are located on the west elevation and thirty-six 24" HT shrubs are located on the south elevation.

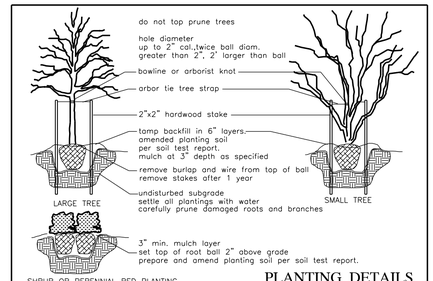


NOTES:
1. ALL FABRICATED METAL COMPONENTS TO BE STEEL SHOTBLASTED, ETCHED, PHOSPHATIZED, PREHEATED, AND ELECTROSTATICALLY POWDER-COATED WITH T.G.I.C. POLYESTER POWDER COATINGS. PRODUCTS ARE FULLY CLEANED AND PREHEATED, PREHEATED AND COATED WHILE HOT TO FILL CREVICES AND BUILD COATING FILM. COATED PARTS ARE THEN FULLY CURED TO COATING MANUFACTURER'S SPECIFICATIONS. THE THICKNESS OF THE RESULTING FINISH AVERAGES 8–10 MILS (200–250 MICRONS).
2. THIS BIKE RACK MUST BE PERMANENTLY AFFIXED IN THE GROUND.
3. LOCATE ANCHOR BOLTS AFTER THE BIKE RACK IS IN PLACE.
4. BIKE RACK MANUFACTURED BY SECURE SITE DESIGN OR SIMILAR.

DRAWING NOT TO SCALE

STANDARD SURFACE MOUNT BIKE RACK — STANDARD DETAIL NUMBER: HS008

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT — DATE 8/18/19 — REVISIONS



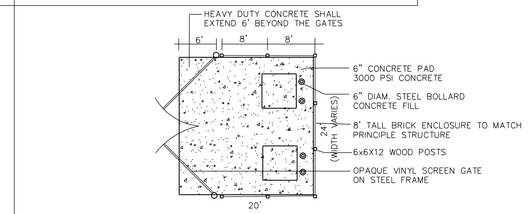
PLANTING DETAILS

GENERAL PLANTING NOTES

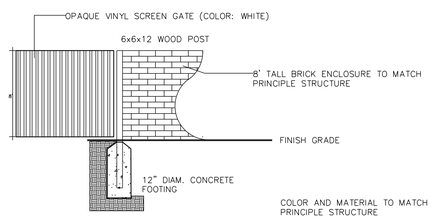
1. VERIFICATION OF TOTAL QUANITIES AS SHOWN SHALL BE THE RESPONSIBILITY OF THE PLANTING CONTRACTOR.
2. ALL TREES, SHRUBS, AND BEDDING PLANTS SHALL CONFORM TO THE ACCEPTED STANDARDS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
3. ALL SAUCERS SHALL BE SOAKED WITH WATER AND MULCHED IMMEDIATELY FOLLOWING PLANTING.
4. SET TOP OF TREE ROOT BALL 4" ABOVE GRADE, SHRUBS 2" ABOVE GRADE.
5. PLANT MATERIAL SHALL CARRY A ONE YEAR WARRANTY AND REPLACEMENT GUARANTEE.
6. AMEND PLANTING SOIL WITH FERTILIZE AND/OR LIME PER SOIL TEST REPORT AT THE RECOMMENDED MANUFACTURERS APPLICATION RATE.
7. GUYING AND STAKING, IF NECESSARY, SHALL BE REMOVED AFTER ONE GROWING SEASON.
8. ALL ROOT BALLS REMOVED FROM CONTAINERS SHALL BE SCARIFIED PRIOR TO BACKFILLING.
9. ALL TREES HAVE BEEN LOCATED WITH RESPECT TO KNOWN OR EXISTING FACILITIES OR STRUCTURES. COORDINATE FIELD ADJUSTMENT WITH PROJECT OWNER OR AGENT.
10. ALL PLANT BEDS AND PLANT MATERIAL SHALL BE MAINTAINED IN GOOD HEALTH, AND ANY DEAD, UNHEALTHY OR MISSING PLANTS SHALL BE REPLACED WITH LOCALLY ADAPTED VEGETATION WHICH CONFORMS TO THE INITIAL PLANTING STANDARDS OF THE LANDSCAPE ORDINANCE.
11. REPORT ANY DESCREPANCIES TO THE PROJECT OWNER OR AGENT.
12. SUBSTITUTIONS OR ALTERATIONS SHALL NOT BE MADE WITHOUT PRIOR WRITTEN NOTIFICATION BY THE OWNER AND PERMITTING AUTHORITY.
13. APPLY 3" OF DOUBLE SHREDDED PINE BARK MULCH TO ALL PLANTING AREAS.
14. ADD COMPOST TO PLANTING SOIL TO ACHIEVE 5–10% ORGANIC CONTENT.
15. ALL MULCH BEDS ARE TO BE SPADE-CUT EDGED WHEN ADJACENT TO TURF AREAS.

PLANT LIST

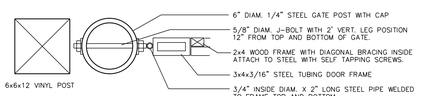
KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QTY.	PUV	PUV Total	%	COMMENTS
DECIDUOUS TREES									
AR	Acer rubrum 'October Glory'	October Glory Maple	2 1/2"	B&B	26	8	208	20.84%	
TM	Acer buergeranum	Trident Maple	2 1/2"	B&B	8	8	64	6.41%	
QL	Quercus lyrata	Overcup Oak	2 1/2"	B&B	17	8	136	13.63%	
BN	Betula nigra	River Birch	2 1/2"	B&B	28	8	224	22.44%	
UP	Ulmus parvifolia 'Emer II'	Allee Lacebark Elm	2 1/2"	B&B	22	8	176	17.64%	
CMS	Lagerstroemia indica 'Sioux'	Sioux Crape Myrtle	1 1/2"	B&B	6	5	30	3.01%	Single Stem & Tree Form
CM	Lagerstroemia indica 'Natchez'	Crape Myrtle	1 1/2"	B&B	32	5	160	16.03%	1 1/2" per stem; 3 stem min.
						TOTAL	998		
EVERGREEN TREES									
NRS	Ilex x 'Nellie R. Stevens'	Nellie Stevens Holly	6' HT.	B&B	3	5	15	100.00%	
						TOTAL	15		
SHRUBS									
EBH	Ilex x 'Emily Bruner'	Emily Bruner Holly	36" HT.	Cont.	62	1	62	11.17%	
BF	Buxus sempervirens 'Fastigiata'	Fastigiate Boxwood	36" HT.	Cont.	91	1	83	14.95%	
CH	Ilex cornuta ' Carissa'	Carissa Holly	36" HT.	Cont.	130	1	130	23.42%	
DBH	Ilex crenata 'Burfordii Nana'	Dwarf Burford Holly	36" HT.	Cont.	128	1	128	23.06%	
IC	Ilex crenata 'Green Luster'	Green Luster Holly	24" HT.	Cont.	163	0.5	81.5	14.68%	
LGB	Buxus microphylla japonica 'Gregem'	Baby Gem Boxwood	24" HT.	Cont.	141	0.5	70.5	12.70%	
						TOTAL	555		



DUMPSTER PAD



DUMPSTER SCREEN



GATE DETAIL

DUMPSTER PAD + SCREEN DETAILS - NTS

DUMPSTER PAD AND SCREEN DETAILS

SCALE: NOT TO SCALE

TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECTURAL CORPORATION No. C-551 — 10/2/20 — OBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. 2135 — Christopher D. Rurkowski — 10/2/20

PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS:
8/28/20-PER TOHS COMMENTS
10/2/20-PER TOHS COMMENTS

Landscape Calculations
Village Gate Tract 3
South Main Street
Holly Springs, NC

SCALE: NTS
DRAWN BY: CDR
PROJECT # 19201
DATE: 7/24/20

SHEET L-4 OF 1

Z:\Projects\Eli Zablud\Village Gate\Tract 3 Oak Village-Mixed-Use Site\Submittals (CAD)\Tract 3 Mixed Use & Oak Village SPR.dwg, 10/1/2020 3:01:51 PM, AutoCAD PDF (General Documentation).pc3

FOUNDATION LANDSCAPING - Solaris			
NORTH ELEVATION			
REQUIRED AREA	190 L.F. X 2 = 380 S.F.		
PUV REQUIRED	190 L.F. X 20 POINTS PER 100 FEET =		38
PUV PROVIDED	38 MEDIUM SHRUBS AT 36" HT. (1 POINT)		38
	TOTAL PUV PROVIDED		38
SOUTH ELEVATION			
REQUIRED AREA	140 L.F. X 2 = 280 S.F.		
PUV REQUIRED	140 L.F. X 20 POINTS PER 100 FEET =		28
PUV PROVIDED	4 SM. DEC. TREE AT 1 1/2" CAL (5.0 POINT)		20
PUV PROVIDED	30 SMALL SHRUBS AT 24" HT. (0.5 POINT)		15
	TOTAL PUV PROVIDED		35
EAST ELEVATION			
REQUIRED AREA	220 L.F. X 2 = 440 S.F.		
PUV REQUIRED	220 L.F. X 20 POINTS PER 100 FEET =		44
PUV PROVIDED	3 SM. DEC. TREE AT 1 1/2" CAL (5.0 POINT)		15
PUV PROVIDED	30 MEDIUM SHRUBS AT 36" HT. (1 POINT)		30
	TOTAL PUV PROVIDED		45
WEST ELEVATION			
REQUIRED AREA	230 L.F. X 2 = 460 S.F.		
PUV REQUIRED	230 L.F. X 20 POINTS PER 100 FEET =		46
PUV PROVIDED	4 SM. DEC. TREE AT 1 1/2" CAL (5.0 POINT)		20
PUV PROVIDED	28 MEDIUM SHRUBS AT 36" HT. (1 POINT)		28
	TOTAL PUV PROVIDED		48

FOUNDATION LANDSCAPING - Coffee Kiosk & Seating Area			
NORTH ELEVATION			
REQUIRED AREA	40 L.F. X 2 = 80 S.F.		
PUV REQUIRED	40 L.F. X 20 POINTS PER 100 FEET =		8
PUV PROVIDED	4 SM. DEC. TREE AT 1 1/2" CAL (5.0 POINT)		20
	TOTAL PUV PROVIDED		20
SOUTH ELEVATION			
REQUIRED AREA	40 L.F. X 2 = 80 S.F.		
	All Remaining PUV Provided on North Elevation		
PUV REQUIRED	40 L.F. X 20 POINTS PER 100 FEET =		8
	TOTAL PUV PROVIDED		0
EAST ELEVATION			
REQUIRED AREA	50 L.F. X 2 = 100 S.F.		
	All Remaining PUV Provided on North Elevation		
PUV REQUIRED	50 L.F. X 20 POINTS PER 100 FEET =		10
PUV PROVIDED	4 MEDIUM SHRUBS AT 36" HT. (1 POINT)		4
	TOTAL PUV PROVIDED		4
WEST ELEVATION			
REQUIRED AREA	50 L.F. X 2 = 100 S.F.		
	All Remaining PUV Provided on North Elevation		
PUV REQUIRED	50 L.F. X 20 POINTS PER 100 FEET =		10
PUV PROVIDED	4 MEDIUM SHRUBS AT 36" HT. (1 POINT)		4
	TOTAL PUV PROVIDED		4

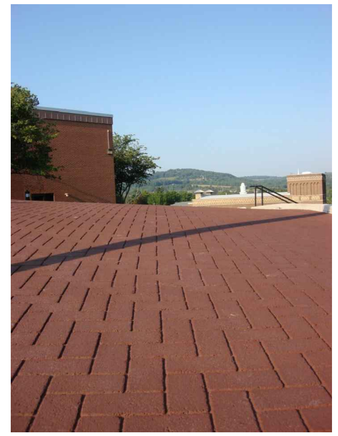
FOUNDATION LANDSCAPING - Dumpster Enclosure			
WEST ELEVATION			
REQUIRED AREA	43 L.F. X 2 = 86 S.F.		
PUV REQUIRED	43 L.F. X 20 POINTS PER 100 FEET =		9
PUV PROVIDED	3 SM. DEC. TREE AT 1 1/2" CAL. (5.0 POINT)		15
	TOTAL PUV PROVIDED		15

FOUNDATION LANDSCAPING - Oak Village Academy			
NORTH ELEVATION			
REQUIRED AREA	213 L.F. X 2 = 426 S.F.		
	REMAINING PUV LOCATED ON WEST ELEVATION		
PUV REQUIRED	213 L.F. X 20 POINTS PER 100 FEET =		43
PUV PROVIDED	68 SMALL SHRUBS AT 24" HT. (0.5 POINT)		34
	TOTAL PUV PROVIDED		34
NORTHEAST ELEVATION			
REQUIRED AREA	50 L.F. X 2 = 100 S.F.		
	REMAINING PUV LOCATED ON WEST ELEVATION		
PUV REQUIRED	50 L.F. X 20 POINTS PER 100 FEET =		10
PUV PROVIDED	0 SM. DEC. TREE AT 1 1/2" CAL (5.0 POINT)		0
PUV PROVIDED	0 MEDIUM SHRUBS AT 36" HT. (1 POINT)		0
PUV PROVIDED	17 SMALL SHRUBS AT 24" HT. (0.5 POINT)		8.5
	TOTAL PUV PROVIDED		9
SOUTH ELEVATION			
REQUIRED AREA	252 L.F. X 2 = 504 S.F.		
PUV REQUIRED	252 L.F. X 20 POINTS PER 100 FEET =		50
PUV PROVIDED	0 LG. EVE. TREE AT 2 1/2" CAL (8.0 POINT)		0
PUV PROVIDED	2 SM. EVER TREE AT 6' HT (5.0 POINT)		10
PUV PROVIDED	0 MEDIUM SHRUBS AT 36" HT. (1 POINT)		0
PUV PROVIDED	80 SMALL SHRUBS AT 24" HT. (0.5 POINT)		40
	TOTAL PUV PROVIDED		50
EAST ELEVATION			
REQUIRED AREA	162 L.F. X 2 = 324 S.F.		
	REMAINING PUV LOCATED ON WEST ELEVATION		
PUV REQUIRED	162 L.F. X 20 POINTS PER 100 FEET =		32
PUV PROVIDED	0 LG. EVE. TREE AT 2 1/2" CAL (8.0 POINT)		0
PUV PROVIDED	0 SM. EVER TREE AT 6' HT (5.0 POINT)		0
PUV PROVIDED	0 MEDIUM SHRUBS AT 36" HT. (1 POINT)		0
PUV PROVIDED	50 SMALL SHRUBS AT 24" HT. (0.5 POINT)		25
	TOTAL PUV PROVIDED		25
WEST ELEVATION			
REQUIRED AREA	212 L.F. X 2 = 424 S.F.		
PUV REQUIRED	212 L.F. X 20 POINTS PER 100 FEET =		42
PUV PROVIDED	3 SM. DEC. TREE AT 1 1/2" CAL (5.0 POINT)		15
PUV PROVIDED	1 SM. EVER TREE AT 6' HT (5.0 POINT)		5
PUV PROVIDED	14 MEDIUM SHRUBS AT 36" HT. (1 POINT)		14
PUV PROVIDED	51 SMALL SHRUBS AT 24" HT. (0.5 POINT)		25.5
	TOTAL PUV PROVIDED		60

ALTERNATE LANDSCAPE PLANT LOCATIONS:
See the description below for relocation of required plants. Adjusted plants are denoted by an (*) asterisk on the plan.

1. For E4 increment, two 2.5" cal. trees and four 36" HT shrubs are relocated to west side of wetland area and east side of parking.
2. For E5 increment, two 2.5" cal. trees and four 36" HT shrubs are relocated to west side of wetland area and east side of parking.
3. For S2 increment, two 2.5" cal. trees are relocated to the S1 segment.
4. For S10 increment, one 2.5" cal. tree is relocated to west side of wetland area and east side of parking.
5. For S11, S12, & S13 increments,two 2.5" cal. trees are relocated to west side of wetland area and east side of parking.
6. For Solaris East Foundation, two 1.5" cal. trees and eighteen 36" HT shrubs are located just beyond 12' from the east side of the building in tree islands.
7. For Oak Village Academy North, Northeast, and East Elevations, three 1.5" cal. trees and eighteen 36" HT shrubs and one 24" HT shrub are located on the west elevation and thirty-six 24" HT shrubs are located on the south elevation.



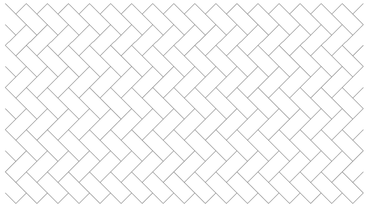


DECORATIVE PEDESTRIAN CROSSING
*ALL PEDESTRIAN CROSSINGS SHALL BE STAMPED ASPHALT, RED, IN DIAGONAL HERRINGBONE PATTERN OR SIMILAR APPROVED BY OWNER AND THE TOWN OF HOLLY SPRINGS

GENERAL NOTES:

1. All sod to be Rebel Fescue IV, Turf Gem, Lesco or equal.
2. All seed to be Rebel Rescue IV, Turf Gem, Lesco or equal @ 6 lbs. per 1,000 s.f.
3. All mulch shall be double ground pine bark mulch to a depth of 3".
4. Plant material on this site must be installed in conformance with the general planting notes and details on this plan, and the Holly Springs UDO.
5. Please see sheet L-2 for tree and shrub planting detail and notes.
6. Owner shall be responsible for the maintenance of all required landscaping by keeping lawns mowed, all plants maintained as disease free, all planting beds groomed and kept weed free, and kept free from trash, debris, and other objectionable materials.
7. Owner shall be responsible for the replacement of any required planting, which is removed or dies after the date of planting. Such replacement shall occur during the next planting season.
8. Plants located in an easement area are subject to approval by easement holder.
9. Call utility locator service prior to any construction on this site. Contractor shall be responsible for confirmation of marked utilities within the area of work.
10. Provide adequate visibility for safe vehicular and pedestrian movement within a parking area, plant materials located within five (5) feet of the back of curb / edge of pavement of an interior landscape island located at a critical turning point within a parking area shall be selected or maintained with a growth pattern not to exceed thirty-six (36) inches above grade.

Stamped Asphalt Cable Stamping Patterns



Pattern: Diagonal Herringbone
Item No: CSTA-HBD
Brick size: 9.75" x 4.75" (24.75 cm x 12.0 cm)
Cable size: .325" (.825 cm)

Pattern Paving Products
1750 Hwy 160 West
Unit 101-222
Fort Mill, SC 29708
888-434-8611 toll free
704-996-7248 direct
215-893-4827 fax
www.patternpaving.com

PLANT LIST									
KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QTY.	PUV	PUV Total	%	COMMENTS
DECIDUOUS TREES									
AR	Acer rubrum 'October Glory'	October Glory Maple	2 1/2"	B&B	26	8	208	20.84%	
TM	Acer buergarianum	Trident Maple	2 1/2"	B&B	8	8	64	6.41%	
QL	Quercus lyrata	Overcup Oak	2 1/2"	B&B	17	8	136	13.63%	
BN	Betula nigra	River Birch	2 1/2"	B&B	28	8	224	22.44%	
UP	Ulmus parvifolia 'Emer II'	Allee Lacebark Elm	2 1/2"	B&B	22	8	176	17.64%	
CMS	Lagerstroemia indica 'Sioux'	Sioux Crape Myrtle	1 1/2"	B&B	6	5	30	3.01%	Single Stem & Tree Form
CM	Lagerstroemia indica 'Natchez'	Crape Myrtle	1 1/2"	B&B	32	5	160	16.03%	1 1/2" per stem; 3 stem min.
						TOTAL	998		
EVERGREEN TREES									
NRS	Ilex x 'Nellie R. Stevens'	Nellie Stevens Holly	6' HT.	B&B	3	5	15	100.00%	
						TOTAL	15		
SHRUBS									
EBH	Ilex x 'Emily Bruner'	Emily Bruner Holly	36" HT.	Cont.	62	1	62	11.17%	
BF	Buxus sempervirens 'Fastigiata'	Fastigiate Boxwood	36" HT.	Cont.	91	1	83	14.95%	
CH	Ilex corunuta ' Carissa'	Carissa Holly	36" HT.	Cont.	130	1	130	23.42%	
DBH	Ilex crenata 'Burfordii Nana'	Dwart Burford Holly	36" HT.	Cont.	128	1	128	23.06%	
IC	Ilex crenata 'Green Luster'	Green Luster Holly	24" HT.	Cont.	163	0.5	81.5	14.68%	
LGB	Buxus microphylla japonica 'Gregem'	Baby Gem Boxwood	24" HT.	Cont.	141	0.5	70.5	12.70%	
						TOTAL	555		

TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA No. C-551 LANDSCAPE ARCHITECTURAL FIRM
PORTERLAND DESIGN PLLC
DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT
10/2/20
No. 2135
Christopher D. Rurkowski

PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS:
8/28/20-PER TOHS COMMENTS
10/2/20-PER TOHS COMMENTS

Landscape Calculations
Village Gate Tract 3
South Main Street
Holly Springs, NC

SCALE: NTS
DRAWN BY: CDR
PROJECT # 19201
DATE: 7/24/20
SHEET L-5 OF 15

Z:\Projects\Eli Zabludv\Village Gate\Tract 3 Oak Village-Mixed-Use Site\Submittals (CAD)\Tract 3 Mixed Use & Oak Village SP8.dwg, 10/1/2020 3:01:53 PM, AutoCAD PDF (General Documentation).pc3

NARRATIVE

THERE ARE NO SIGNIFICANT TREES OR TREE STANDS ON SITE.

NO SPECIMEN TREES ARE PRESENT ON SITE.

INVENTORY DATA

AVERAGE DBH = n/a
PERCENT HARDWOOD COMPOSITION = n/a
EXISTING CANOPY COVERAGE= 27,226 SF (8%)

TREE PRESERVATION AREA

CALCULATIONS

TREE PRESERVATION MET ACROSS ALL 3 TRACTS-REFER TO 20-MAS-03:
REQUIRED (10% OF 880,227 SF): 88,022 SF (2.02 AC)
PROVIDED: 89,491 SF (2.06 AC)

TREE PRESERVATION AREA PROVIDED ON TRACT 3 = 0.70 AC (30,336 SF)

N
W E
S

GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.





TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA
No. C-551
LANDSCAPE ARCHITECTURE
PORTERLAND DESIGN PLLC
DBA TMTLA ASSOCIATES

NORTH CAROLINA
REGISTERED LANDSCAPE ARCHITECT
10/2/20
No. 2135
Christopher D. Rukowski

PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS:
8/28/20-PER TOHS COMMENTS
10/2/20-PER TOHS COMMENTS

Tree Preservation Plan
Village Gate Tract 3
South Main Street
Holly Springs, NC

SCALE: 1"=50'
DRAWN BY: CDR
PROJECT # 19201
DATE: 7/24/20
SHEET L-6
OF 1

Z:\Projects\Eli Zabluda\Village Gate\Tract 3 Oak Village-Mixed-Use Site\Submittals (CAD)\Tract 3 Mixed Use & Oak Village SP8.dwg 10/1/2020 3:05:38 PM, DWG To PDF.pc3

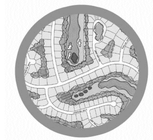


OAK VILLAGE ACADEMY- FIRE AND BUILDING EXHIBIT

SCALE: 1"=20'

THIS SHEET IS FOR EXHIBIT ONLY. ALL PROPERTY LINES ON THIS SHEET ARE SHOWN AS 'ASSUMED' TO DEMONSTRATE COMPLIANCE WITH BUILDING CODE.
HOSE PULL LENGTHS ARE FROM THE NEAREST PAVED AREA ACCESSIBLE BY A FIRE TRUCK AND TO THE FARTHEST POINT OF APPLICABLE BUILDING TO DEMONSTRATE COMPLIANCE WITH 150' MAXIMUM HOSE PULL FROM STAGING AREA.







TMTLA ASSOCIATES
5011 SOUTHPARK DRIVE, STE. 200 - DURHAM, NC 27713
p: (919) 484-8880 e: info@tmtla.com

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECTURAL DESIGN P.L.L.C. No. C-551 DBA TMTLA ASSOCIATES

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT 10/2/20 No. 2136 Christopher D. Rutkowski

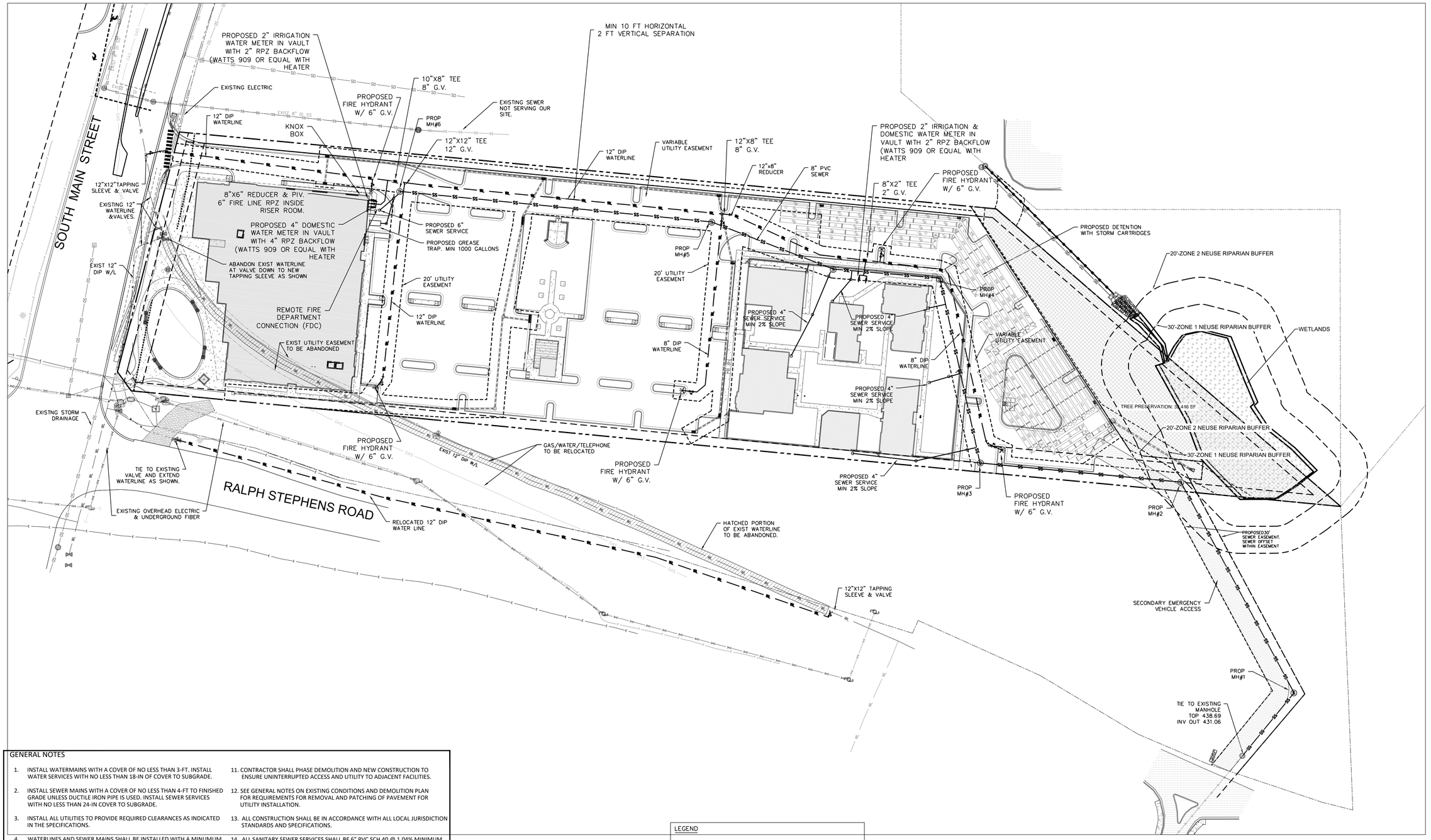
PRELIMINARY
NOT FOR CONSTRUCTION

REVISIONS:

Fire and Building Exhibits
Village Gate Tract 3
South Main Street
Holly Springs, NC

SCALE: 1"=20'
DRAWN BY: CDR
PROJECT # 19201
DATE: 7/24/20
SHEET L-7 OF 1

Z:\Projects\Eli Zabluda\Village Gate\Tract 3 Oak Village-Mixed-Use Site\Submittals (CAD)\Tract 3 Mixed Use & Oak Village SPR.dwg, 10/1/2020 3:02:00 PM, AutoCAD PDF (General Documentation).pc3



GENERAL NOTES

1. INSTALL WATERMAINS WITH A COVER OF NO LESS THAN 3-FT. INSTALL WATER SERVICES WITH NO LESS THAN 18-IN OF COVER TO SUBGRADE.
2. INSTALL SEWER MAINS WITH A COVER OF NO LESS THAN 4-FT TO FINISHED GRADE UNLESS DUCTILE IRON PIPE IS USED. INSTALL SEWER SERVICES WITH NO LESS THAN 24-IN COVER TO SUBGRADE.
3. INSTALL ALL UTILITIES TO PROVIDE REQUIRED CLEARANCES AS INDICATED IN THE SPECIFICATIONS.
4. WATERLINES AND SEWER MAINS SHALL BE INSTALLED WITH A MINUMUM HORIZONTAL CLEARANCE OF 10-FT.
5. WATER AND SEWER MAINS SHALL BE INSTALLED WITH A MINIMUM VERTICAL CLEARANCE OF 24-IN TO STORM DRAINAGE PIPES.
6. COORDINATE AND SCHEDULE INSTALLATION OF ALL UTILITIES WITH OTHER PRIME CONTRACTORS, UTILITY COMPANIES AD OTHER TRADES INCLUDING BUT NOT LIMITED TO: PSNC, DUKE ENERGY, TELEPHONE AND CATV.
7. VERIFY EXISTIPNG CONDITIONS AND CONNECTION TO EXISTING UTILITIES PRIOR TO CONSTRUCTION. NOTIFY ENGINEER IF ANY DISCREPANCIES ARE DISCOVERED.
8. CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES DURING CONSTRUCTION AND SHALL MAKE REPAIRS AT NO EXPENSE TO THE OWNER.
9. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE NCSBC AND OSHA REQUIREMENTS.
10. THE CONTRACTOR SHALL PROVIDE AS AS-BUILT SURVEY OF ALL UTILITY AND STORM DRAINAGE IMPROVEMENTS FOLLOWING CONSTRUCTION.
11. CONTRACTOR SHALL PHASE DEMOLITION AND NEW CONSTRUCTION TO ENSURE UNINTERRUPTED ACCESS AND UTILITY TO ADJACENT FACILITIES.
12. SEE GENERAL NOTES ON EXISTING CONDITIONS AND DEMOLITION PLAN FOR REQUIREMENTS FOR REMOVAL AND PATCHING OF PAVEMENT FOR UTILITY INSTALLATION.
13. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL LOCAL JURISDICTION STANDARDS AND SPECIFICATIONS.
14. ALL SANITARY SEWER SERVICES SHALL BE 6" PVC SCH 40 @ 1.04% MINIMUM SLOPE UNLESS INDICATED OTHERWISE. USE DUCTILE IRON WHEN COVER IS LESS THAN 24-IN.
15. SANITARY SEWER LINES SHALL BE PVC SDR-35 PER ASTM D-3034 UNLESS OTHERWISE NOTED.
16. SEWER IS TO BE OWNED AND MAINTAINED BY THE TOWN OF HOLLY SPRINGS.
17. CONTRACTOR TO PROVIDE TESTING FOR FILL ON SEWER LINES.
18. CONTRACTOR WILL NEED TO HAVE A PRE-CONSTRUCTION MEETING WITH THE TOWN OF HOLLY SPRINGS STALL PRIOR TO RELEASE OF APPROVED PERMITTED PLANS.

BACKFLOW DEVICE NOTE

ALL DOMESTIC AND FIRE BACKFLOW DEVICES ARE TO BE LOCATED WITHIN THE RESPECTIVE BUILDING N THE RISER ROOM. A SERVICE VALVE SHALL BE INSTALLED WITHIN THE BUILDING PRIOR TO EACH BACKFLOW DEVICE. COORDINATE EXACT LOCATIONS WITH THE PLUMBING AND FIRE PROTECTION PLANS.

LEGEND

WATER
- WL — EXIST WATER SERVICE
- WL — PROPOSED WATER SERVICE
- FIRE HYDRANT
- WV — WATER VALVE

SEWER
- SS — EXIST SANITARY SEWER
- SS — PROPOSED SANITARY SEWER
- (S) — SANITARY SEWER MANHOLE

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

N W E S

811 Know what's below. Call before you dig.

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 23029 CHRIS ALLEN 10/2/2020

ALLEN CONSULTING, PLLC
10609 OLD PINE CT
RALEIGH, NC 27613
919-669-3635
callen@allencm.com

OVERALL UTILITY PLAN

VILLAGE GATE TRACT 3
SOUTH MAIN STREET HOLLY SPRINGS, NC

REVISIONS:

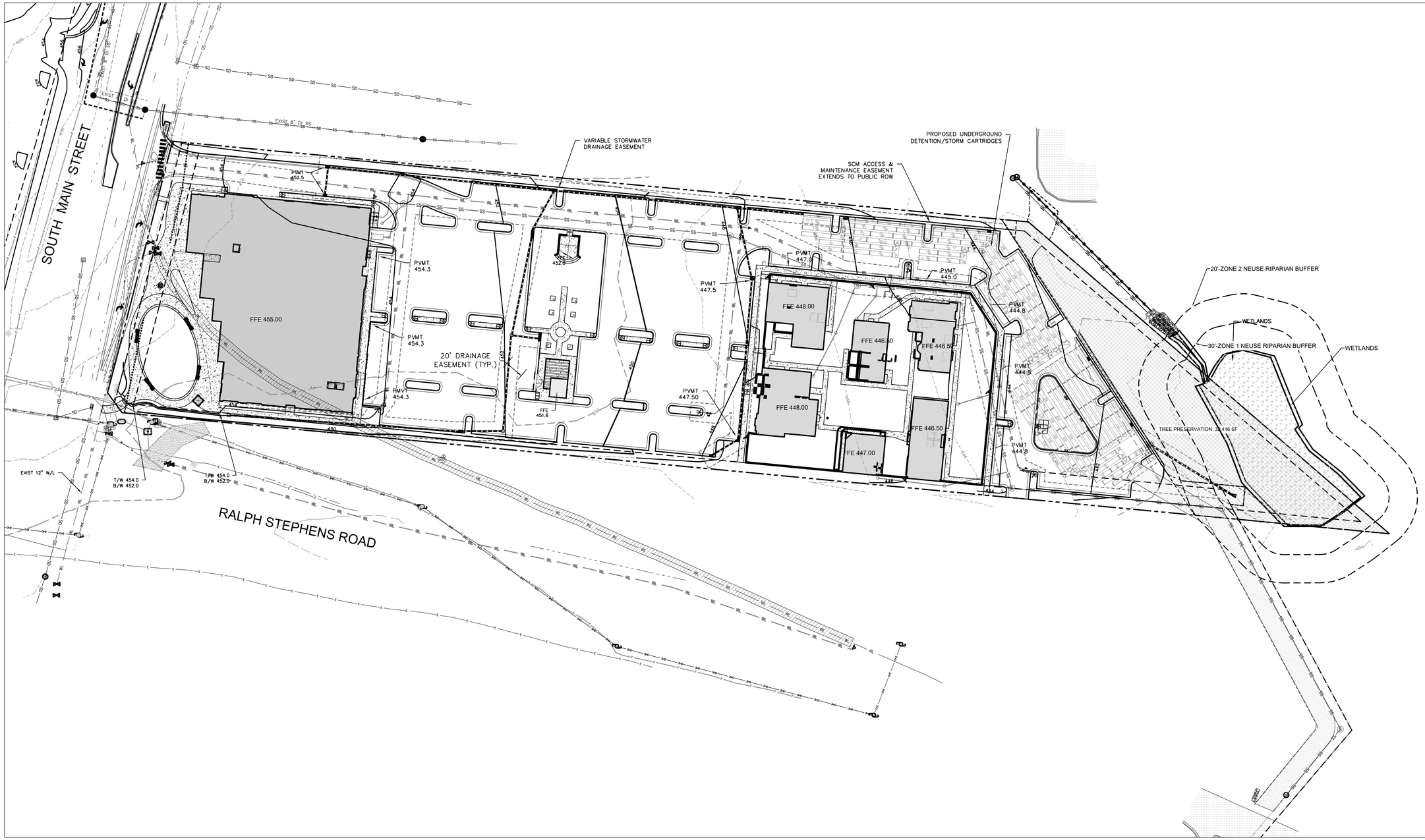
SCALE: 1"=50'

DRAWN BY: CTA

DATE: 10.2.20

PROJECT NO.

SHEET C1 OF



- **PRELIMINARY PLANS – NOT FOR CONSTRUCTION** THIS NOTE WILL BE REMOVED UPON FINAL APPROVAL OF GOVERNMENTAL AGENCY APPROVING THE PLANS
- OWNER/DEVELOPER/SURVEYOR SHALL OBTAIN FINAL CONSTRUCTION DOCUMENTS FROM DESIGNER PRIOR TO CONSTRUCTION STAKING.
- THE CLIENT SHALL BE FULLY RESPONSIBLE FOR THE EXPLORATION AND IDENTIFICATION OF ALL SUB-SURFACE CONDITIONS ON THE SITE AND SHALL PROVIDE ANY AND ALL INFORMATION TO THE DESIGN TEAM.
- THE CLIENT/DEVELOPER SHALL FULLY REVIEW AND UNDERSTAND THE INFORMATION DEPICTED ON THESE PLANS AND SHALL APPROVE THE RELEASE OF THESE PLANS TO BE SENT OUT FOR CONSTRUCTION.

OWNER:_____DATE:_____

- **THIS DRAWING IS THE PROPERTY OF** ALLEN CONSULTING, PLLC AND IS NOT TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART WITHOUT PERMISSION.
- IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

N
W E
S

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

811 Know what's below. Call before you dig.

NORTH CAROLINA PROFESSIONAL SEAL 23029 ENGINEER CHRIS ALLEN 10/2/2020

ALLEN CONSULTING, PLLC
10609 OLD PINE CT
RALEIGH, NC 27613
(919) 451-3515
callen@allencm.com

OVERALL GRADING/STORM DRAINAGE

VILLAGE GATE TRACT 3

SOUTH MAIN STREET HOLLY SPRINGS, NC

REVISIONS:

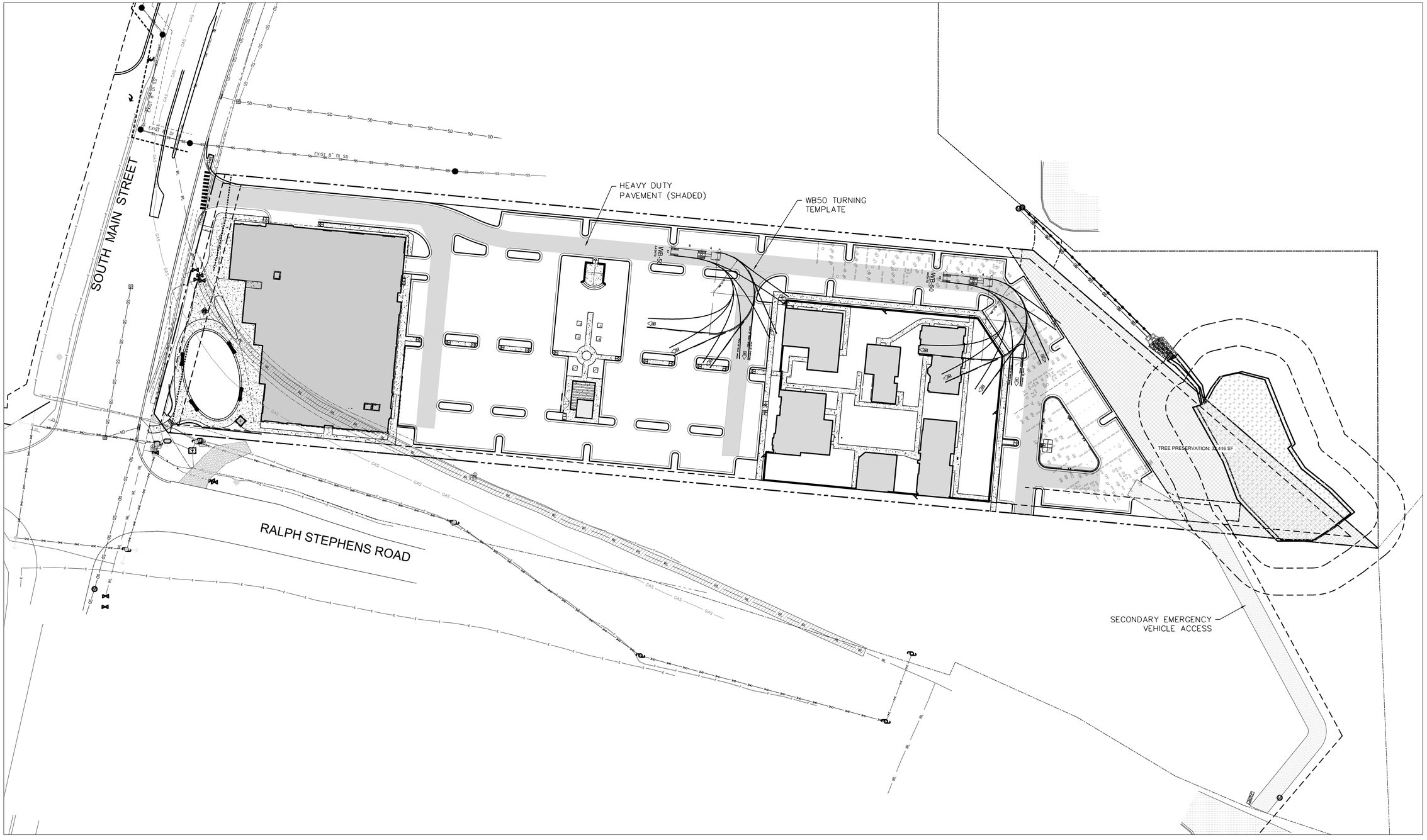
SCALE: 1"=50'

DRAWN BY: CTA

DATE: 10.2.20

PROJECT NO.

SHEET C2 OF



N
W E
S

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

Know what's below.
Call before you dig.

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 23029 CHRIS ALLEN 10/2/2020

ALLEN CONSULTING, PLLC
10609 OLD PINE CT
RALEIGH, NC 27613
919-669-3635
callen@allenpllc.com

FIRE MARKING/PAVEMENT PLAN

VILLAGE GATE TRACT 3
SOUTH MAIN STREET HOLLY SPRINGS, NC

REVISIONS:

SCALE:
1"=50'

DRAWN BY:
CTA

DATE:
10.2.20

PROJECT NO.

SHEET
C2A
OF

PROJECT SUMMARY

CALCULATION DETAILS
- LOADING = HS20 & HS25
- APPROX. LINEAR FOOTAGE = 3,777 ft

STORAGE SUMMARY
- STORAGE VOLUME REQUIRED = 36,000 cf
- PIPE STORAGE VOLUME = 36,33o cf
- BACKFILL STORAGE VOLUME = 0 cf
- TOTAL STORAGE PROVIDED = 36,33o cf

PIPE DETAILS
- DIAMETER = 47 996 IN.
- CORRUGATION = 2 2 3-M 2
- GAGE = 16
- COATING = ALT 2
- WALL TYPE = Solid
- BARREL SPACING = 23 998 IN.

BACKFILL DETAILS
- WIDTH AT ENDS = 12 IN.
- ABOVE PIPE = 0 IN.
- WIDTH AT SIDES = 12 IN.
- BELOW PIPE = 0 IN.

NOTE
PLEASE REVIEW ENTIRE PLAN SET PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES IN THE PLANS. CONTACT ONE CALL CENTER PRIOR TO CONSTRUCTION.

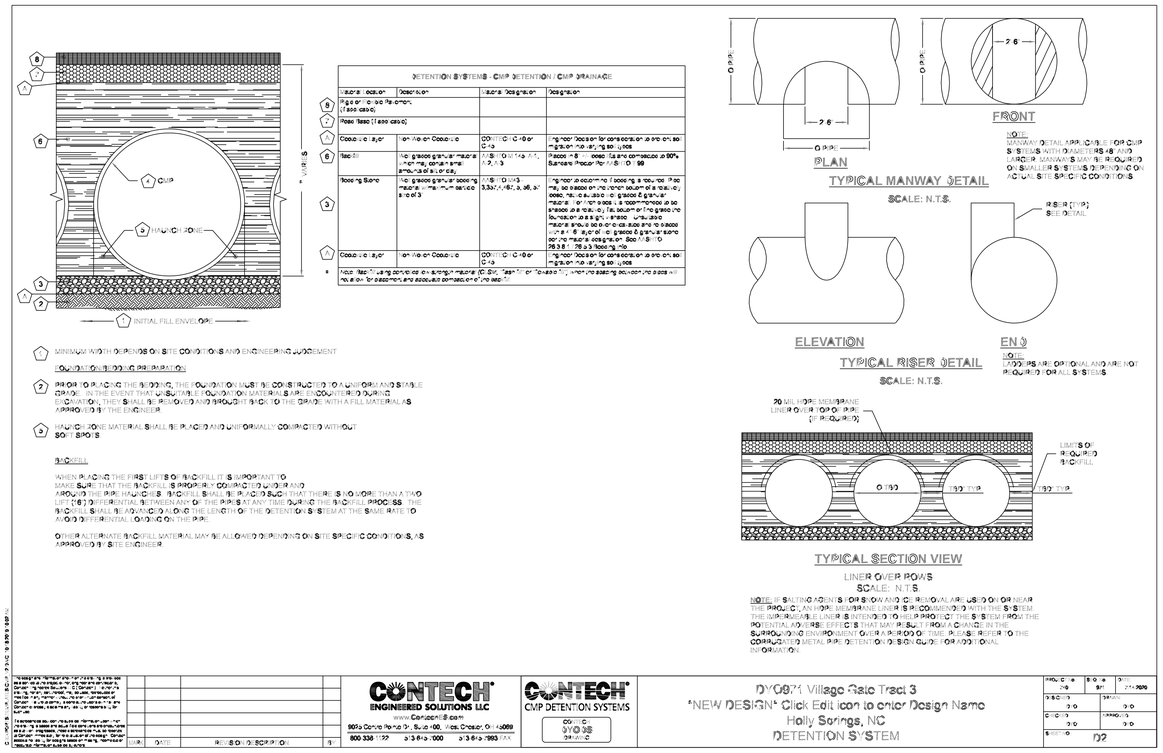
NOTES
1. ALL DIMENSIONS AND ELEVATIONS ARE TO CENTERLINE ALL ELEVATIONS, DIMENSIONS, AND LOCATIONS OF UTILITIES AND INLETS SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
2. ALL STEPS TO BE IN ACCORDANCE WITH OSHA REQUIREMENTS.
3. ALL PIPE JOINTS SHALL BE 2⅔ x ½ CORRUGATION AND 16 GAUGE OR HEAVIER.
4. PIPE SHALL BE INSTALLED WITH 36" MINIMUM COVER.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EXTRA EFFORT CONSTRUCTING THE SYSTEM DUE TO UNFAVORABLE PERFORMANCE BY THE SUBCONTRACTOR. ANY DEFECTIVE PIPE SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
6. THE PROJECT SUMMARY IS PROVIDED AS A COURTESY TO THE CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR QUANTITIES SHOWN ON PLANS.
7. CONTRACTOR SHALL COORDINATE WITH OTHER TRADES AS NECESSARY TO AVOID CONFLICTS WITH UTILITIES, LANDSCAPING, ETC.
8. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN SITE CONDITIONS AND PLANS PRIOR TO CONSTRUCTION.

ASSEMBLY
SCALE: 1" = 40'

				CONTECH ENGINEERED SOLUTIONS LLC www.ContechES.com 9025 Centre Pointe Dr., Suite 400, West Chester, OH 45069 800.338.1122 513.645.7000 513.645.7993 FAX	CONTECH CMP DETENTION SYSTEMS CONTECH DRAWING
				DY0871 Village Gate Tract 3 *NEW DESIGN* Click Edit icon to enter Design Name Holly Springs, NC DETENTION SYSTEM	PROJECT # DY0871 DATE 7/14/2020 SCALE 0.0 SHEET 0.0 DESIGNED 0.0 DRAWN 0.0 CHECKED 0.0 APPROVED 0.0 SHEET NO. 01

MARK	DATE	REVISION DESCRIPTION	BY

THIS DRAWING AND SPECIFICATION, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF CONTECH ENGINEERED SOLUTIONS LLC. THE USE OF THIS DRAWING AND SPECIFICATION IS SUBJECT TO THE TERMS AND CONDITIONS ESTABLISHED BY CONTECH ENGINEERED SOLUTIONS LLC. UNAUTHORIZED USE OF THIS DRAWING AND SPECIFICATION IS PROHIBITED AND AT USER'S SOLE RISK AND WITHOUT LIABILITY TO CONTECH ENGINEERED SOLUTIONS LLC. USER SHALL INDEMNIFY CONTECH ENGINEERED SOLUTIONS LLC AGAINST ANY LOSS, EXPENSE OR DAMAGE RESULTING FROM SUCH USE. USE OF THIS DRAWING AND SPECIFICATION CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS STATED HEREIN.



1. MINIMUM WIDTH DEPENDS ON SITE CONDITIONS AND ENGINEERING JUDGEMENT.

FOUNDATION PREPARATION

2. PRIOR TO PLACING THE BEDDING, THE FOUNDATION MUST BE CONSTRUCTED TO A UNIFORM AND STABLE CONDITION. IN THE EVENT THAT UNSUITABLE FOUNDATION MATERIALS ARE ENCOUNTERED DURING EXCAVATION, THESE SHALL BE REMOVED AND BROUGHT BACK TO THE GRADE WITH A FILL MATERIAL AS APPROVED BY THE ENGINEER.

3. HAUNCH ZONE MATERIAL SHALL BE PLACED AND UNIFORMALLY COMPACTED WITHOUT SOFT SPOTS.

BACKFILL

WHEN PLACING THE FIRST LIFTS OF BACKFILL IT IS IMPORTANT TO MAKE SURE THAT THE BACKFILL IS PROPERLY COMPACTED UNDER AND AROUND THE PIPE HAUNCHES. BACKFILL SHALL BE PLACED SUCH THAT THERE IS NO MORE THAN A TWO LIFT ("6") DIFFERENTIAL BETWEEN ANY OF THE PIPES AT ANY TIME DURING THE BACKFILL PROCESS. THE BACKFILL SHALL BE ADVANCED ALONG THE LENGTH OF THE DETENTION SYSTEM AT THE SAME RATE TO AVOID DIFFERENTIAL LOADING ON THE PIPE.

OTHER ALTERNATE BACKFILL MATERIAL MAY BE ALLOWED DEPENDING ON SITE SPECIFIC CONDITIONS, AS APPROVED BY SITE ENGINEER

				CONTECH ENGINEERED SOLUTIONS LLC www.ContechES.com 9025 Centre Pointe Dr., Suite 400, West Chester, OH 45069 800.338.1122 513.645.7000 513.645.7993 FAX	CONTECH CMP DETENTION SYSTEMS CONTECH DRAWING
				DY0871 Village Gate Tract 3 *NEW DESIGN* Click Edit icon to enter Design Name Holly Springs, NC DETENTION SYSTEM	PROJECT # DY0871 DATE 7/14/2020 SCALE 0.0 SHEET 0.0 DESIGNED 0.0 DRAWN 0.0 CHECKED 0.0 APPROVED 0.0 SHEET NO. 02

MARK	DATE	REVISION DESCRIPTION	BY

THIS DRAWING AND SPECIFICATION, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF CONTECH ENGINEERED SOLUTIONS LLC. THE USE OF THIS DRAWING AND SPECIFICATION IS SUBJECT TO THE TERMS AND CONDITIONS ESTABLISHED BY CONTECH ENGINEERED SOLUTIONS LLC. UNAUTHORIZED USE OF THIS DRAWING AND SPECIFICATION IS PROHIBITED AND AT USER'S SOLE RISK AND WITHOUT LIABILITY TO CONTECH ENGINEERED SOLUTIONS LLC. USER SHALL INDEMNIFY CONTECH ENGINEERED SOLUTIONS LLC AGAINST ANY LOSS, EXPENSE OR DAMAGE RESULTING FROM SUCH USE. USE OF THIS DRAWING AND SPECIFICATION CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS STATED HEREIN.

N:\Active Projects\Projects by Technology Type\Chart Software Stuff\PDF Images\Design Aids Tool 3.1.19 - ©2008 - MR\MR\Tool\Metric.xls

Determining Number of Cartridges for Volume-Based Design in NC

Design Engineer:	JMR	Blue Cells = Input
Date	7/6/2020	Black Cells = Calculation
Site Information		
Project Name	Village Gate Tract 3	
Project State	NC	
Project Location	Holly Springs	
Drainage Area, Ad	7.65 ac	
Impervious Area, Ai	5.28 ac	
Pervious Area, Ap	2.37	
% Impervious	69%	
Runoff Coefficient, Rv	0.67	=0.05+0.9*(Ai/Ad)
Water Quality Volume Calculations		
Design storm rainfall depth, Rd	1.0 in	
Water quality volume, WQV	18633.3 ft3	=Ad*Rv*Rd*(43560/12)
Storage Component Calculations		
Capture 75% of WQV	13975.0 ft3	=0.75*WQV
Pretreatment credit (estimated or calculated), %pre	30%	
Mass loading calculations		
Mean Annual Rainfall, P	46 in	
Agency required % removal	85%	
Percent Runoff Capture (% capture)	90%	
Mean Annual Runoff,Vt	772,259 ft3	=P*Ad*Rv*(43560/12)*%capture
Event Mean Concentration of Pollutant, EMC		70.0 mg/l (Suggestion: Use 80 for residential, 70 for Commercial, 100 for Industrial)
Annual Mass Load, Mtotal	3372.69 lbs	=EMC*Vt*(28.3)*(0.000001)*(2.2046)
Filter System		
Filtration brand	StormFilter	
Cartridge height	27 in	
Cartridge Quantity Calculation		
Mass removed by pretreatment system, Mpre	1012 lbs	=Mtotal * %removal
Mass load to filters after pretreatment, Mpass1	2361 lbs	=Mtotal - Mpre
Estimate the required filter efficiency, Efilter	79%	=1+(%removal - 1)/(1 - %pre)
Mass to be captured by filters, Mfilter	1855 lbs	=Mpass1 * Efilter
Maximum Cartridge Flow rate, Qcart	7.5 gpm	=q * (7.5 ft2/cartridge)
Mass load per cartridge, Mcart (lbs)	54 lbs	=lookup mass load per cartridge
Number of Cartridges required, Nmass	35	=ROUNDUP(Mfilter/Mcart,0)
Maximum Treatment Capacity	0.58	=Nmass*(Qcart/449)

SUMMARY

Maximum Treatment Flow Rate, cfs	0.58
Cartridge Flow Rate, gpm	7.5
Number of Cartridges	35

Target Pollutant(s):	N & P
Media:	Phosphosorb

©2008 CONTECH Stormwater Solutions
contechstormwater.com

1 of 1

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 23029 CHRIS ALLEN 10/2/2020

ALLEN CONSULTING, PLLC
10609 OLD PINE CT
RALEIGH, NC 27613
919-669-3635
callen@allenchl.com

UNDERGROUND DETENTION/FILTER

VILLAGE GATE TRACT 3

South Main Street Holly Springs, NC

REVISIONS:

SCALE: 1"=40'

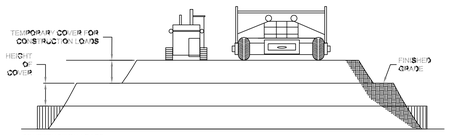
DRAWN BY: CTA

DATE: 10.2.20

PROJECT NO.

SHEET C3 OF

Know what's below. Call before you dig.



CONSTRUCTION LOADS

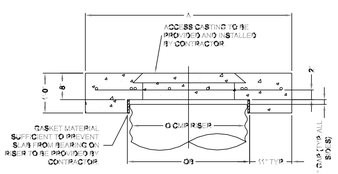
FOR TEMPORARY CONSTRUCTION VEHICLE LOADS, AN EXTRA AMOUNT OF COMPACTED COVER MAY BE REQUIRED OVER THE TOP OF THE PIPE. THE HEIGHT OF COVER SHALL MEET THE MINIMUM REQUIREMENTS SHOWN IN THE TABLE BELOW. THE USE OF HEAVY CONSTRUCTION EQUIPMENT WITH LESS THAN THE APPLIED LOADS OR GREATER PROTECTION OVER THE PIPE THAN FINISHED GRADE COVER MINIMUMS FOR NORMAL HIGHWAY TRAFFIC.

PIPE SPAN, INCHES	AXLE LOADS (kips)			
	*8-50	50-75	75-110	**110-150
	MINIMUM COVER (FT)			
12-42	2.0	2.5	3.0	3.0
48-72	3.0	3.0	3.5	4.0
78-120	3.0	3.5	4.0	4.0
126-144	3.5	4.0	4.5	4.5

*MINIMUM COVER MAY VARY DEPENDING ON LOCAL CONDITIONS. THE CONTRACTOR MUST PROVIDE THE ADDITIONAL COVER REQUIRED TO AVOID DAMAGE TO THE PIPE. MINIMUM COVER IS MEASURED FROM THE TOP OF THE PIPE TO THE TOP OF THE MAINTAINED CONSTRUCTION ROAD AND SURFACE.

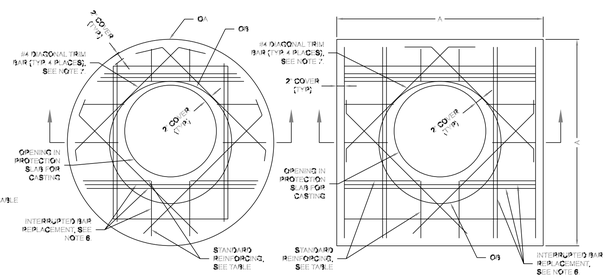
CONSTRUCTION LOADING DIAGRAM

SCALE: N.T.S.



REINFORCING TABLE				
CMP RISER	A	O/S	REINFORCING	**BEARING PRESSURE (PSF)
24"	O.C. 4'-4"	26"	#5 @ 12" OCEW #5 @ 12" OCEW	2,410 1,760
30"	O.C. 4'-6" x 4'-6"	32"	#5 @ 12" OCEW #5 @ 12" OCEW	2,170 1,530
36"	O.C. 5'-0"	38"	#5 @ 10" OCEW #5 @ 10" OCEW	1,890 1,350
42"	O.C. 5'-6" x 5'-6"	44"	#5 @ 10" OCEW #5 @ 8" OCEW	1,720 1,210
48"	O.C. 6'-0" x 6'-0"	50"	#5 @ 8" OCEW #5 @ 8" OCEW	1,600 1,100

** ASSUMED SOIL BEARING CAPACITY



NOTES:

1. DESIGN IN ACCORDANCE WITH AASHTO, 17TH EDITION.
2. DESIGN LOAD = HS20
3. EARTH COVER = 5' MAX.
4. CONCRETE STRENGTH = 3,000 psi
5. REINFORCING STEEL = ASTM A615, GRADE 60
6. PROVIDE ADDITIONAL REINFORCING AROUND OPENINGS EQUAL TO THE BARS INTERRUPTED, HALF EACH SIDE. ADDITIONAL BARS TO BE IN THE SAME PLANE.
7. TRIM OPENING WITH DIAGONAL #4 BARS, EXTEND BARS A MINIMUM OF 12" BEYOND OPENING, BEND BARS AS REQUIRED TO MAINTAIN 2" COVER.
8. PROTECTION SLAB AND ALL MATERIALS TO BE PROVIDED AND INSTALLED BY CONTRACTOR.
9. DETAILS DESIGN BY DELTA ENGINEERING, BINGHAMTON, NY.

MANHOLE CAP DETAIL

SCALE: N.T.S.

SPECIFICATIONS FOR DESIGNED DETENTION SYSTEM

SCOPE
THIS SPECIFICATION COVERS THE MANUFACTURE AND INSTALLATION OF THE DESIGNED DETENTION SYSTEM DETAILED IN THE PRODUCT PLANS.

MATERIAL
THE MATERIAL SHALL CONFORM TO THE APPLICABLE REQUIREMENTS LISTED BELOW.

ALUMINIZED TYPE 2 STEEL COILS SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M274 OR ASTM A 924.

THE GALVANIZED STEEL COILS SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M 218 OR ASTM A 929.

THE POLYMER COATED STEEL COILS SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M 246 OR ASTM A 742.

THE ALUMINUM COILS SHALL CONFORM TO THE APPLICABLE OF AASHTO M 197 OR ASTM B 744.

COUPLING BAND COUPLERS
COUPLING BANDS MAY BE HIGHER THAN FINAL LOADS. FOLLOW THE MANUFACTURER'S OR NCSPA GUIDELINES.

PIPE
THE PIPE SHALL BE MANUFACTURED IN ACCORDANCE TO THE APPLICABLE REQUIREMENTS LISTED BELOW.

ALUMINIZED TYPE 2: AASHTO M 36 OR ASTM A 760

GALVANIZED: AASHTO M 36 OR ASTM A 760

ARMORMER COATED: AASHTO M 246 OR ASTM A 762

ALUMINUM: AASHTO M 196 OR ASTM B 745

APPLICATION
HANDLING AND ASSEMBLY
SHALL BE IN ACCORDANCE WITH NCSPS (NATIONAL CORRUGATED STEEL PIPE ASSOCIATION) FOR ALUMINIZED TYPE 2, GALVANIZED OR POLYMER COATED STEEL. SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS FOR ALUMINUM PIPE.

INSTALLATION
SHALL BE IN ACCORDANCE WITH AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES, SECTION 26, DIVISION II OR SECTION 30, DIVISION II OR ASTM A 798 FOR ALUMINIZED TYPE 2, GALVANIZED OR POLYMER COATED STEEL OR ASTM B 788 FOR ALUMINUM PIPE. LAID IN CONFORMANCE WITH THE PRODUCT PLANS AND SPECIFICATIONS. IF THERE ARE ANY CONDITIONS OR CONFLICTS IN THE CONTRACT DOCUMENTS OR SHOP DRAWINGS WITH THE SPECIFICATIONS, THE CONTRACTOR SHOULD NOTIFY THE SITE ENGINEER.

IT IS ALWAYS THE RESPONSIBILITY OF THE CONTRACTOR TO FOLLOW OSHA GUIDELINES FOR SAFE PRACTICES.

NOTE:
THESE DRAWINGS ARE FOR CONCEPTUAL PURPOSES AND NOT FOR CONSTRUCTION. ANY LOCAL PREFERENCES OR REQUIREMENTS MUST BE MADE KNOWN TO CONTECH BY THE CONTRACTOR OR OWNER PRIOR TO CONTECH'S PREPARATION OF SHOP DRAWINGS.

THESE DRAWINGS AND SPECIFICATIONS, AS INSTRUMENTS OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF CONTECH ENGINEERED SOLUTIONS LLC. THEY ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY PROJECT OTHER THAN THE PROJECT FOR WHICH THEY HAVE BEEN PREPARED BY CONTECH. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY CONTECH FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO CONTECH. ANY SUCH VERIFICATION OR ADAPTATION WILL ENTITLE CONTECH TO FURTHER COMPENSATION AT A RATE TO BE AGREED UPON BY CONTECH AND THE USER. THE USER SHALL INDEMNIFY AND HOLD HARMLESS CONTECH FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM. ANY UNAUTHORIZED REUSE OR MODIFICATION OF THESE DRAWINGS AND SPECIFICATIONS BY THE USER OR ANY PERSON OR ENTITY ACTING ON BEHALF OF THE USER IS PROHIBITED.

NUM	DATE	REVISION DESCRIPTION	BY

CONTECH ENGINEERED SOLUTIONS LLC
www.ContechES.com
9025 Centre Pointe Dr., Suite 400, West Chester, OH 45069
800.338.1122 513.645.7000 513.645.7993 FAX

CONTECH CMP DETENTION SYSTEMS
CONTECH DY0938 DRAWING

DY0971 Village Gate Tract 3
NEW DESIGN Click Edit Icon to enter Design Name
Holly Springs, NC
DETENTION SYSTEM

PROJECT #	0938	SHEET #	1 OF 4
DESIGN	BF	DATE	7/24/2020
DRAWN	CTA	CHECKED	BF
APPROVED	BF		
SECTION	D3		

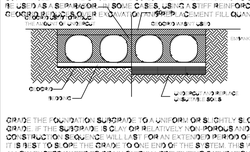
CMP DETENTION INSTALLATION GUIDE

PROPER INSTALLATION OF A FLEXIBLE UNDERGROUND DETENTION SYSTEM WILL ENSURE LONG TERM PERFORMANCE. THE CONFIGURATION OF THESE SYSTEMS OFTEN REQUIRES SPECIAL CONSTRUCTION PRACTICES THAT DIFFER FROM CONVENTIONAL FLEXIBLE PIPE CONSTRUCTION. CONTECH ENGINEERED SOLUTIONS LLC SUGGESTS YOU CONSIDER A PRE-CONSTRUCTION MEETING WITH YOUR LOCAL SALES ENGINEER TO DETERMINE IF ADDITIONAL MEASURES, NOT COVERED IN THIS GUIDE, ARE APPROPRIATE FOR YOUR SITE.

FOUNDATION

CONSTRUCT A FOUNDATION THAT CAN SUPPORT THE DESIGN LOADING APPLIED BY THE PIPE AND CONTENTS AND SOIL WEIGHT AS WELL AS MAINTAIN ITS INTEGRITY DURING CONSTRUCTION.

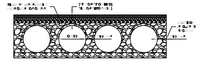
IF SOFT OR UNSUITABLE SOILS ARE ENCOUNTERED, REMOVE THE POOR SOILS TO AN ON-SITE SUITABLE DEPTH AND THEN BUILD UP TO THE APPROPRIATE ELEVATION WITH A COMPETENT SOIL FILL MATERIAL. THE STRUCTURAL FILL MATERIAL DEFINITIONS SHOULD NOT ALLOW THE MIGRATION OF FINES, WHICH CAN CAUSE SETTLEMENT OF THE DETENTION SYSTEM OR PAVEMENT ABOVE. IF THE STRUCTURAL FILL MATERIAL SHOULD CONTAIN FINES WITH THE SURROUNDING SOILS, AN ENGINEERING FABRIC SHOULD BE USED TO SEPARATE THE TWO SOILS. SUBSTANTIALLY REINFORCED CONCRETE SLABS OVER ENGINEERED FILL MAY REDUCE THE FOUNDATION FILL QUANTITIES.



GRADE THE FOUNDATION OR SUBGRADE TO A UNIFORM OR SLIGHTLY SLOPED GRADE IF THE SUBGRADE IS CLAY OR RELATIVELY NON-POROUS AND THE CONSTRUCTION SEQUENCE WILL NOT ALLOW AN EXTENDED PERIOD OF TIME, IT IS BEST TO SLOPE THE GRADE TO ONE SIDE OF THE SYSTEM. THIS WILL ALLOW EXCESS WATER TO DRAIN QUICKLY, PREVENTING SATURATION OF THE SUBGRADE.

GEOMEMBRANE BARRIER
A SITE'S PHYSICAL ASSESSMENT CAN CHANGE OVER TIME WHEN VARIOUS TYPES OF SALTING AGENTS (SUCH AS ROCK SALTS OR DEICING AGENTS) ARE USED. IF SALTING AGENTS ARE USED TO CLEAR THE PRODUCT SITE, A GEOMEMBRANE BARRIER IS RECOMMENDED WITH THE SYSTEM. THE GEOMEMBRANE LINER IS INTENDED TO HELP PROTECT THE SYSTEM FROM THE POTENTIAL ATTACK THESE AGENTS MAY PRESENT. THE EFFECTS THAT SUCH AGENTS HAVE DURING PREMATURE CORROSION AND REDUCTION OF STRUCTURAL SERVICE LIFE.

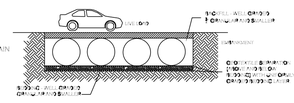
THE PROJECT'S ENGINEER OF RECORD IS TO EVALUATE WHETHER SALTING AGENTS SHALL BE USED ON OR NEAR THE PROJECT SITE AND USE HIS/HER INDEPENDENT JUDGMENT IN DETERMINING IF ANY OF THE GEOMEMBRANE BARRIER APPLICATIONS ARE REQUIRED BELOW. ATTACH DETAILS SHOWING THE PLACEMENT OF A GEOMEMBRANE BARRIER FOR PROJECTS WHERE SALTING AGENTS ARE USED ON OR NEAR THE PROJECT SITE.



IN-SITU TRENCH WALL

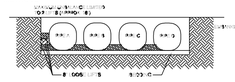
IF EXCAVATION IS REQUIRED, THE TRENCH WALL NEEDS TO BE CAPABLE OF SUPPORTING THE LOAD THAT THE PIPE SHOULD AS THE SYSTEM IS LOADED. IF SOILS ARE NOT CAPABLE OF SUPPORTING THESE LOADS, THE PIPE CAN DEFLECT PUSH OUTWARD, SURFACE SOIL PRESSURE CAN CAUSE THE APPLIED LOADS TO DETERMINE THE LIMITS OF EXCAVATION BEYOND THE SPRING LINE OF THE OUTER MOST PIPE'S.

IN MOST CASES THE REQUIREMENTS FOR A SAFE WORK ENVIRONMENT AND PROPER BACKFILL PLACEMENT AND COMPACTION TAKE CARE OF THIS CONCERN.



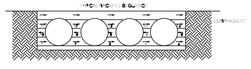
BACKFILL PLACEMENT

MATERIAL SHALL BE HANDED INTO THE PIPE HAUNCHES BY MEANS OF SHOVELS, SLICING, POKING, AIR TAMPER, VIBRATORY ROD, OR OTHER EFFECTIVE METHODS.

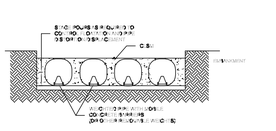


IF AASHTO T99 PROCEDURES ARE DETERMINED INFEASIBLE BY THE GEOTECHNICAL ENGINEER OF RECORD, COMPACTION CONSISTENT WITH ENGINEERING JUDGMENT AND PAST EXPERIENCE WHEN GOVERNED BY THE GEOTECHNICAL ENGINEER OF RECORD OR REPRESENTATIVE THEREOF IS SATISFIED WITH THE LEVEL OF COMPACTION.

FOR LARGE SPANS, CONVEYOR SYSTEMS, OR CROWDS WITH LONG RADIUS OR SWEEPING BENDS, THE WIDTH OF THE TRENCH MAY BE GREATER THAN THE BACKFILL DEPTH. MINIMUM COVER FOR CONSTRUCTION LOADING ACROSS THE ENTIRE WIDTH OF THE SYSTEM IS REACHED AT ANY DEPTH. THE EQUIPMENT TO THE END OF THE PREVIOUSLY PLACED FILL AND BEGIN THE SEQUENCE AGAIN UNTIL THE SYSTEM IS COMPLETELY INSTALLED. THIS TYPE OF CONSTRUCTION SEQUENCE PROVIDES A ROBUST AND EFFICIENT BACKFILL DIRECTLY BEHIND THE BACKHOE AS WELL AS THE MOVEMENT OF CONSTRUCTION MATERIAL SHOULD ONLY BE DONE OVER THE INSTALLED DETENTION SYSTEM SHOULD BE LIMITED TO 8' TO 10' FEET HIGH AND MUST PROVIDE BALANCED LOADING ACROSS ANY BARRELS TO MAINTAIN THE PROPER POSITION OF THE PIPE'S. SHOULD ANY THE MOVEMENT OF CONSTRUCTION EQUIPMENT SEE TABLE 1, OR CONTACT YOUR LOCAL CONTECH SALES ENGINEER.



WHEN FLOWABLE FILL IS USED, YOU MUST PREVENT PIPE FLOTATION. TYPICALLY, SMALL LIFTS ARE PLACED IN BETWEEN THE PIPE AND THEN ALLOWED TO SET UP PRIOR TO THE PLACEMENT OF THE NEXT LIFT. THE ALLOWABLE THICKNESS OF THE SMALL LIFTS IS A FUNCTION OF PROPER BALANCE BETWEEN THE UPLIFT FORCE OF THE C.S.M. THE OPPOSING WEIGHT OF THE PIPE AND THE EFFECT OF OTHER RESTRAINING MECHANISMS. THE PURPOSE OF THESE LIMITED FILL PRESSURE WITHOUT PIPE DEFLECTION OR DISPLACEMENT, WHICH CAN AFFECT THE C.S.M. LIFT THICKNESS, YOUR LOCAL CONTECH SALES ENGINEER CAN HELP DETERMINE THE PROPER LIFT THICKNESS.

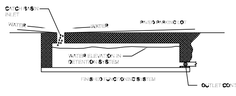


CONSTRUCTION LOADING

TYPICALLY, THE MINIMUM COVER SPECIFIED FOR A PRODUCT ASSUMES H-20 LIVE LOAD. SUCH CONSTRUCTION LOADS OFTEN EXCEED DESIGN LIVE LOADS, INCREASED TEMPORARY MINIMUM COVER REQUIREMENTS ARE NECESSARY. SINCE CONSTRUCTION EQUIPMENT VARIES FROM JOB TO JOB, IT IS BEST TO APPLY ASSUMED EQUIPMENT SPECIFIC MINIMUM COVER REQUIREMENTS WITH YOUR LOCAL CONTECH SALES ENGINEER DURING YOUR PRE-CONSTRUCTION MEETING.

ADDITIONAL CONSIDERATIONS

BECAUSE CMP SYSTEMS ARE CONSTRUCTED BELOW GRADE, RAINFALL CAN RAPIDLY FILL THE EXCAVATION, POTENTIALLY CAUSING FLOTATION AND MOVEMENT OF THE PREVIOUSLY PLACED PIPES. TO HELP MITIGATE POTENTIAL PROBLEMS, IT IS BEST TO START THE INSTALLATION AT THE DOWNSTREAM END WITH THE GOAL AIRED TO CONSTRUCTION TO ALLOW A ROUTE FOR THE WATER TO ESCAPE. TEMPORARY DIKES OR MEASURES MAY BE REQUIRED FOR HIGH FLOWS DUE TO THE RESTRICTED NATURE OF THE OUTLET PIPE.



CMP DETENTION SYSTEM INSPECTION AND MAINTENANCE

UNDERGROUND STORMWATER DETENTION AND INFILTRATION SYSTEMS MUST BE INSPECTED AND MAINTAINED AT REGULAR INTERVALS FOR PURPOSES OF PERFORMANCE AND LONGEVITY.

INSPECTION

INSPECTION IS THE KEY TO EFFECTIVE MAINTENANCE OF OUR DETENTION SYSTEMS AND IS EASILY PERFORMED. CONTECH RECOMMENDS ONGOING, QUARTERLY INSPECTIONS. THE RATE AT WHICH THE SYSTEM COLLECTS POLLUTANTS WILL DEPEND MORE ON SITE SPECIFIC ACTIVITIES RATHER THAN THE SIZE OR CONFIGURATION OF THE SYSTEM.

INSPECTIONS SHOULD BE PERFORMED OFTEN IN EQUIPMENT WASHDOWN AREAS, LOCATIONS WHERE SALTING AND/OR SALTING OPERATIONS TAKE PLACE, AND IN OTHER VARIOUS INSTANCES IN WHICH ONE WOULD SUSPECT HIGHER ACCUMULATIONS OF SEDIMENT OR MORE RAPID CORROSIVE CONDITIONS. A RECORD OF EACH INSPECTION IS TO BE MAINTAINED FOR THE LIFE OF THE SYSTEM.

MAINTENANCE

CMP DETENTION SYSTEMS SHOULD BE CLEANED WHEN AN INSPECTION REVEALS ACCUMULATED SEDIMENT OR TRASH IS CLOGGING THE DISCHARGE ORIFICE.

ACCUMULATED SEDIMENT AND TRASH CAN TYPICALLY BE EVACUATED THROUGH THE MANHOLE OVER THE OUTLET ORIFICE. IF MAINTENANCE IS NOT PERFORMED AS RECOMMENDED, SEDIMENT AND TRASH MAY ACCUMULATE IN FRONT OF THE OUTLET ORIFICE. CANNOT CONFIRM THAT THE SECURELY SEATED FOLLOWING CLEANING ACTIVITIES CONTECH RECOMMENDS THAT ALL SYSTEMS BE INSPECTED WITH A CONFINED SPACE ENTRY WHICH IS LOCATED AT OR NEAR THE INLET AND THE OUTLET ORIFICE. IS SOUND TO BE NECESSARY TO GET INSIDE THE SYSTEM TO PERFORM MAINTENANCE ACTIVITIES, ALL APPROPRIATE PRECAUTIONS REQUIRED FOR CONFINED SPACE ENTRY AND OSHA REGULATIONS SHOULD BE FOLLOWED.

ANNUAL INSPECTIONS ARE BEST PRACTICE FOR ALL UNDERGROUND SYSTEMS DURING THIS INSPECTION, IF EVIDENCE OF SATISFACTORY FUNCTIONING IS OBSERVED WITHIN THE SYSTEM, THE SYSTEM IS PROPERLY FOR THE SYSTEM TO BE RINSED, INCLUDING AND IS THE SPRING THAW AS PART OF THE MAINTENANCE PROGRAM FOR THE SYSTEM.

MAINTAINING AN UNDERGROUND DETENTION OR INFILTRATION SYSTEM IS EASIER WHEN THERE IS NO NEED TO ENTER THE SYSTEM. FOR THIS REASON, IT IS A GOOD IDEA TO DESIGN INTO THE CLEANOUT DURING DRY WEATHER.

THE FOREGOING INSPECTION AND MAINTENANCE EFFORTS HELP ENSURE UNDERGROUND PIPE SYSTEMS USED TO MANAGE STORMWATER FUNCTION TO ITS INTENDED PURPOSES. CONTECH RECOMMENDS REGULAR INSPECTIONS AND MAINTENANCE PRACTICES. INSPECTIONS AND MAINTENANCE RELATED TO THE STRUCTURAL INTEGRITY OF THE PIPE OR THE SOUNDNESS OF PIPE JOINT CONNECTIONS IS BEYOND THE SCOPE OF THIS GUIDE.

THESE DRAWINGS AND SPECIFICATIONS, AS INSTRUMENTS OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF CONTECH ENGINEERED SOLUTIONS LLC. THEY ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY PROJECT OTHER THAN THE PROJECT FOR WHICH THEY HAVE BEEN PREPARED BY CONTECH. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY CONTECH FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO CONTECH. ANY SUCH VERIFICATION OR ADAPTATION WILL ENTITLE CONTECH TO FURTHER COMPENSATION AT A RATE TO BE AGREED UPON BY CONTECH AND THE USER. THE USER SHALL INDEMNIFY AND HOLD HARMLESS CONTECH FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM. ANY UNAUTHORIZED REUSE OR MODIFICATION OF THESE DRAWINGS AND SPECIFICATIONS BY THE USER OR ANY PERSON OR ENTITY ACTING ON BEHALF OF THE USER IS PROHIBITED.

NUM	DATE	REVISION DESCRIPTION	BY

CONTECH ENGINEERED SOLUTIONS LLC
www.ContechES.com
9025 Centre Pointe Dr., Suite 400, West Chester, OH 45069
800.338.1122 513.645.7000 513.645.7993 FAX

CONTECH CMP DETENTION SYSTEMS
CONTECH DY0938 DRAWING

DY0971 Village Gate Tract 3
NEW DESIGN Click Edit Icon to enter Design Name
Holly Springs, NC
DETENTION SYSTEM

PROJECT #	0938	SHEET #	2 OF 4
DESIGN	BF	DATE	7/24/2020
DRAWN	CTA	CHECKED	BF
APPROVED	BF		
SECTION	D4		

NORTH CAROLINA PROFESSIONAL SEAL 23029 ENGINEER CHRIS ALLEN 10/2/2020

10609 OLD PINE CT
RALEIGH, NC 27613
919-669-3635
callen@allencm.com
ALLEN CONSULTING, PLLC

UNDERGROUND DETENTION/FILTER

VILLAGE GATE TRACT 3
South Main Street Holly Springs, NC

REVISIONS:

SCALE: 1"=40'

DRAWN BY: CTA

DATE: 10.2.20

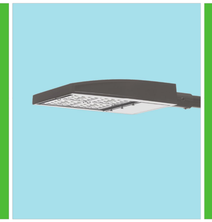
PROJECT NO.

811 Know what's below. Call before you dig.

SHEET C4 OF

Outdoor Lighting

Shoebox LED



The energy-efficient Shoebox LED combines a decorative, contemporary style with versatility and ample lighting effect that is perfect for streets, parking lots, commercial buildings and residential communities. The Shoebox LED provides excellent color rendition along with a controlled light pattern that reduces glare and keeps the light directed only where you want it. Available in black, dark bronze, gray or white with one to four fixtures per pole.

LED *(Light Emitting Diode)*	150, 220, 420, 530 watts
Mounting heights	25', 30', 35'
Colors	Black Bronze Gray White
Poles	Fiberglass *(1 or 2 fixtures per pole)* Decorative tapered metal Decorative square metal

Note: 35' pole available in black or bronze only.

For additional information, visit us at **duke-energy.com/OutdoorLighting** or call us toll free at **866.769.6417**.

DUKE ENERGY. PROGRESS

BUILDING A SMARTER ENERGY FUTURE®

Outdoor Lighting

Shoebox LED

Light source: LED *(white)*

Replacement for:* LED Wattage 150 – 250-watt HPS and metal halide;
LED Wattage 205 – up to 400-watt metal halide;
LED Wattage 530 – 1,000-watt metal halide

Warm-up and restrike time: Instant on *(no warm-up or restrike time)*

Wattage	BUG Rating	Light Pattern	Lumens	Color Temp
LED 150	B5-U0-G3	IESNA Type V (circular)	19580	4,000K
LED 150	B3-U0-G4	IESNA Type IV (forward throw)	18459	
LED 150	B2-U0-G3	IESNA Type III (oval)	19006	
LED 220	B5-U0-G3	IESNA Type V *(circular)*	25870	
LED 220	B3-U0-G4	IESNA Type IV *(forward throw)*	24390	
LED 220	B2-U0-G4	IESNA Type III *(oval)*	25114	
LED 420	B5-U0-G5	IESNA Type V *(circular)*	48514	
LED 420	B3-U0-G5	IESNA Type IV *(forward throw)*	43765	
LED 530	B5-U0-G5	IESNA Type V *(circular)*	60296	
LED 530	B3-U0-G5	IESNA Type IV *(forward throw)*	54395	

light distribution pattern

** These are approximate replacement suggestions; actual conditions could be different.*

Poles available:

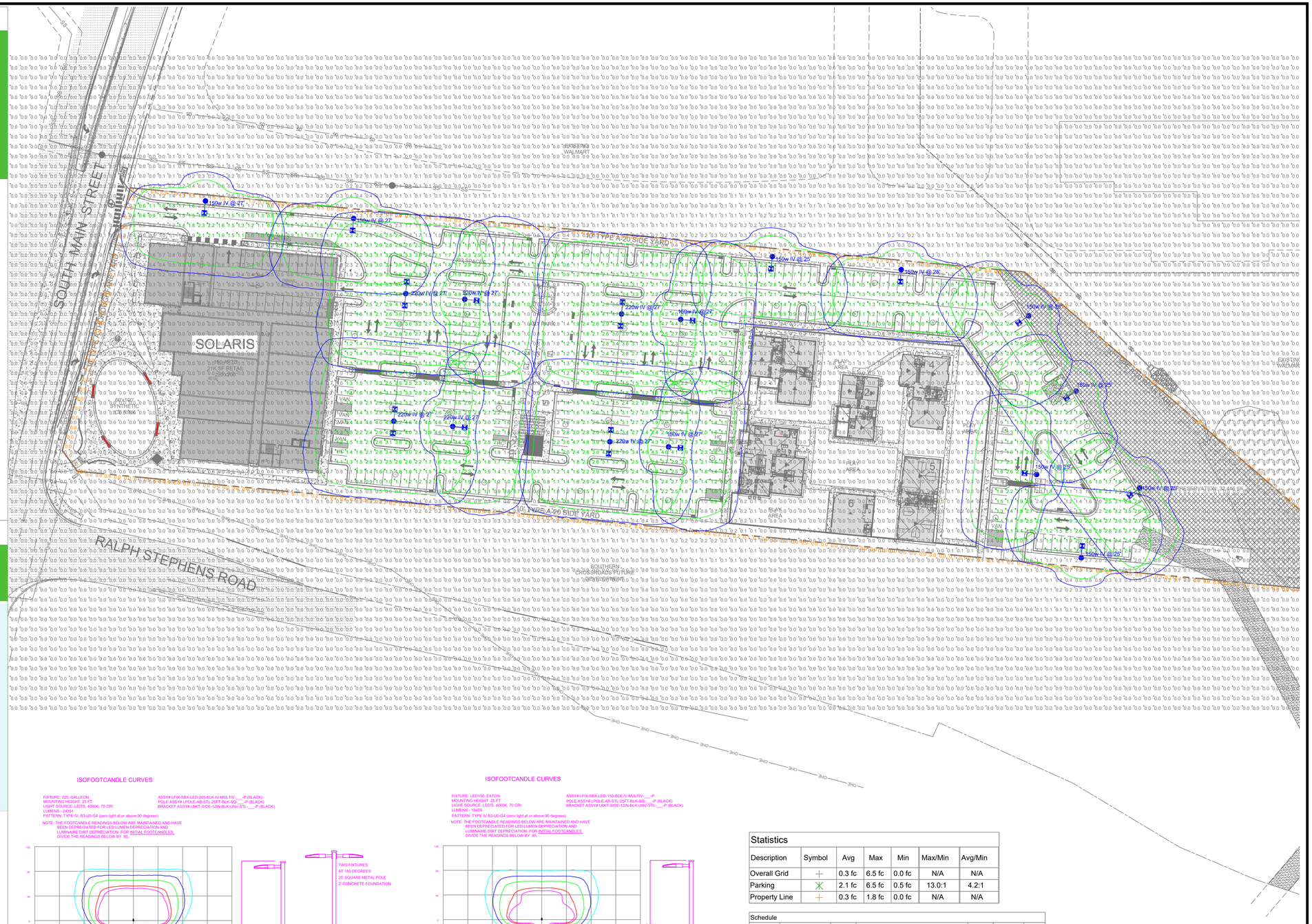
Name	*Mounting height*	*Color*
Round tapered decorative metal*	35'	Black Bronze
Decorative square metal*	25' and 30'	Black Gray Bronze White
Fiberglass	30'	Black *(1 or 2 fixtures per pole)* Gray *(1 or 2 fixtures per pole)*

Features / Benefits

Features	Benefits
Little or no installation cost	Frees up capital for other projects
Design services by lighting professionals included	Meets industry standards and lighting ordinances
Maintenance included	Eliminates high and unexpected repair bills
Electricity included	Less expensive than metered service
Warranty included	Worry-free
One low monthly cost on your electric bill	Convenience and savings for you
Turnkey operation	Provides hassle-free installation and service
Backed by over 40 years of experience	A name you can trust today … and tomorrow

**2' raised foundation available when required on metal poles only.*

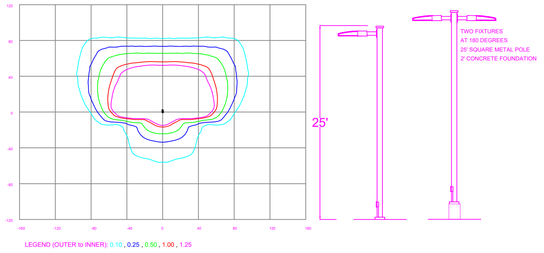
©2019 Duke Energy Corporation 193519 12/19



ISOFOOTCANDLE CURVES

FIXTURE: 220, GALLEON
MOUNTING HEIGHT: 25 FT.
LIGHT SOURCE: LED'S, 4000K, 70 CRI
LUMENS - 24390
PATTERN: TYPE IV, B3-U0-G4 (zero light at or above 90 degrees)
NOTE: THE FOOTCANDLE READINGS BELOW ARE MAINTAINED AND HAVE BEEN DEPRECIATED FOR LED LUMEN DEPRECIATION AND LUMINAIRE DIRT DEPRECIATION. FOR INITIAL FOOTCANDLES, DIVIDE THE READINGS BELOW BY .85.

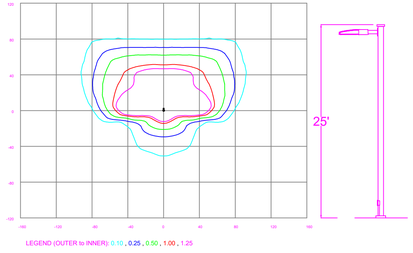
ASSY# LFIX-SBX-LED-205-BLK-IV-MULTIV-____-P (BLACK)
POLE ASSY# LPOLE-AB-STL-25FT-BLK-SQ-____-P (BLACK)
BRACKET ASSY# LBKT-SIDE-12IN-BLK-UNV-STL-____-P (BLACK)



ISOFOOTCANDLE CURVES

FIXTURE: LED150, EATON
MOUNTING HEIGHT: 25 FT
LIGHT SOURCE: LED'S, 4000K, 70 CRI
LUMENS - 18459
PATTERN: TYPE IV B3-U0-G4 (zero light at or above 90 degrees)
NOTE: THE FOOTCANDLE READINGS BELOW ARE MAINTAINED AND HAVE BEEN DEPRECIATED FOR LED LUMEN DEPRECIATION AND LUMINAIRE DIRT DEPRECIATION. FOR INITIAL FOOTCANDLES, DIVIDE THE READINGS BELOW BY .85.

ASSY# LFIX-SBX-LED-150-BLK-IV-MULTIV-____-P
POLE ASSY# LPOLE-AB-STL-29FT-BLK-SQ-____-P (BLACK)
BRACKET ASSY# LBKT-SIDE-12IN-BLK-UNV-STL-____-P (BLACK)



Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Overall Grid	+	0.3 fc	6.5 fc	0.0 fc	N/A	N/A
Parking	X	2.1 fc	6.5 fc	0.5 fc	13.0:1	4.2:1
Property Line	+	0.3 fc	1.8 fc	0.0 fc	N/A	N/A

Schedule

Symbol	Label	QTY	Description	Number Lamps	Lumens per Lamp	LLF
	220w IV	2	LED 220w Shoebox Type IV 4000K	64	381	0.85
	220w IV	4	LED 220w Shoebox Type IV 4000K	64	381	0.85
	150w IV	11	LED 150w Shoebox Type IV 4000K	48	385	0.85

LIGHTING DESIGN TOLERANCE

The calculated footcandle light levels in this lighting design are predicted values and are based on specific information that has been supplied to Duke Energy Progress. Any inaccuracies in the supplied information, differences in luminaire installation, lighted area geometry including elevation differences, reflective properties of surrounding surfaces, obstructions (foliage or otherwise) in the lighted area, or lighting from sources other than listed in this design may produce different results from the predicted values. Normal tolerances of voltage, lamp output, and ballast and luminaire manufacture will also affect results.

Customer approval_____ **Date**_____

DISTANCE CALIBRATION (INCHES)

0 0.5 1.0 2.0 3.0 4.0

DUKE ENERGY® PROGRESS

PROPRIETARY & CONFIDENTIAL

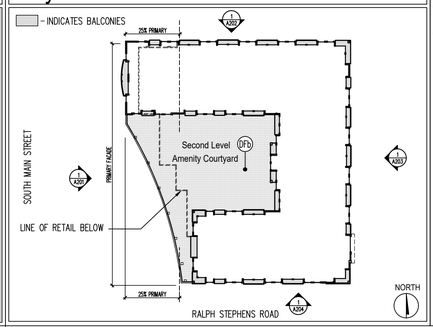
This document together with the concepts and designs presented herein, presented as an instrument of service, is the sole property of Duke Energy Progress, and is intended only for the specific purpose and prospective client as stated in the title block of this drawing. Any use, copying, reproduction or disclosure of the drawing, design or any information contained herein by the prospective customer or other entities, including without limitation, architects, engineers, or equipment manufacturers is hereby expressly prohibited and shall not be permitted absent prior written consent from, and payment of compensation to Duke Energy Progress. Duke Energy Progress disclaims any liability or responsibility for any unauthorized use of or reliance on this document.

VILLAGE GATE 3	
Holly Springs, NC	
SITE LIGHTING PLAN	
Designed by	DEP LIGHTING SOLUTIONS
Reviewed by	N. Johnson
Scale	1" = 50'
Date	09/30/2020
Size	"Arch D"
Description	LED 150w & 220w Shoebox
Drawing No.	20-0252B
Sht.	1 OF 1

Massing Model:



Key Plan:



Material Calculations: SOLARIS

West Elevation - (S. Main St.) Primary Facade

TOTAL FACADE AREA:	16,433 S.F.
AREA OF GLAZING TOTAL:	6,744 S.F.
WALL AREA UP TO 10':	2,217 S.F.
AREA OF GLAZING UP TO 10' (40% REQUIRED):	1,365 S.F. (61.6%)
2nd FLOOR WALL AREA:	2,446 S.F.
AREA OF GLAZING, UPPER FLOOR (15% REQUIRED):	1,016 S.F. (42%)
3rd FLOOR WALL AREA:	2,441 S.F.
AREA OF GLAZING, UPPER FLOOR (15% REQUIRED):	1,033 S.F. (42%)
4th FLOOR WALL AREA:	2,441 S.F.
AREA OF GLAZING, UPPER FLOOR (15% REQUIRED):	1,033 S.F. (42%)
5th FLOOR WALL AREA:	2,443 S.F.
AREA OF GLAZING, UPPER FLOOR (15% REQUIRED):	1,033 S.F. (42%)
6th FLOOR WALL AREA:	3,106 S.F.
AREA OF GLAZING, UPPER FLOOR (15% REQUIRED):	1,033 S.F. (37%)

PRIMARY WALL AREA EXCLUDING GLAZING & FASCIA:	9,187 S.F.
STONE	3,189 S.F. (35%)
PRIMARY BUILDING MATERIALS (60% REQUIRED):	3,189 S.F. (35%)
PRIMARY WALL AREA EXCLUDING GLAZING & FASCIA – FIRST FLOOR:	2,092 S.F.
STONE	2,092 S.F. (100%)

Building Materials:

PRIMARY MATERIALS:

- VENEER STONE

NON PRIMARY MATERIALS:

- PORCELAIN WALL TILE PRIMARY
- PORCELAIN WALL TILE SECONDARY
- PORCELAIN WALL TILE ACCENT
- METAL RAILINGS/STOREFRONT
- PAINT
- GLASS

Elevation Keynotes:

Human Scale Callouts:

- H1 4" CAST STONE WATER TABLE
- H2 ALTERNATING 4" & 1'-0" MASONRY UNITS
- H3 LIGHTING SCONCE
- H4 8" PRECAST STONE TO MATCH ABOVE PARKING OPENINGS

Typical Building Callouts:

- 1 STONE BASE – LARGE FORMAT SMOOTH TEXTURE
- 2 STONE BASE – ALTERNATING 4" & 1'-0" MASONRY UNITS
- 3 STONE VENEER – ALTERNATING 4" & 1'-0" MASONRY UNITS – MATCH BASE
- 4 WALL TILE – FIELD COLOR
- 5 WALL TILE – SECONDARY COLOR
- 6 WALL TILE – ACCENT COLOR
- 7 METAL CANOPY
- 8 METAL COPING, RAILING AT AMENITY AREA & RESIDENTIAL BALCONIES
- 9 LOW E GLAZING
- 10 EXTERIOR INSULATED STEEL DOOR & FRAME
- 11 TENANT SIGN BAND
- 12 ARTWORK FEATURE AREA

Design Features

- DFa UDO SECTION 2.07.C.2.b – DESIGN FEATURE COMMUNITY RECREATION/LOUNGE
- DFc UDO SECTION 2.07.C.2.c – DESIGN FEATURE 'COOL ROOF'
- DFj UDO SECTION 2.07.C.2.j – DESIGN FEATURE VARIATION IN ROOF LINE

Finish Schedule:

Exterior Materials

VS-1	TYPE:	VENEER STONE
	MANUFACTURER:	ARRISCRAFT
	COLOR:	LIMESONE
	LOCATION:	BASE, VERTICAL ACCENTS AT ELEVATION FEATURES IE: CORNERS, STAIR CORE, ENTRY ACCENT
	NOTE:	
G-1	TYPE:	1" INSULATED LOW 'E' GLAZING
	MANUFACTURER:	–
	COLOR:	CLEAR
	LOCATION:	–
	NOTE:	
G-2	TYPE:	1" INSULATED SPANDREL GLAZING
	MANUFACTURER:	–
	COLOR:	SUBDUED GRAY ON #3 SURFACE
	LOCATION:	–
	NOTE:	
M-1	TYPE:	BRONZE ANODIZED ALUMINUM
	LOCATION:	NEW STOREFRONT SYSTEM
	NOTE:	
M-2	TYPE:	BRONZE BRAKE METAL TRIM AND COPING
	LOCATION:	AS SHOWN
	NOTE:	TO MATCH STOREFRONT SYSTEM
ST-1	TYPE:	PORCELAIN WALL TILE SLABS
	MANUFACTURER:	VARMORA GRANITO PVT. LTD.
	COLOR:	T.B.D., MATTE FINISH
	LOCATION:	FIELD COLOR
	NOTE:	https://www.varmora.com/
ST-2	TYPE:	PORCELAIN WALL TILE SLABS
	MANUFACTURER:	VARMORA GRANITO PVT. LTD.
	COLOR:	T.B.D., MATTE FINISH
	LOCATION:	RECESSED BALCONY WALLS
	NOTE:	https://www.varmora.com/
ST-3	TYPE:	PORCELAIN WALL TILE SLABS
	MANUFACTURER:	VARMORA GRANITO PVT. LTD.
	COLOR:	T.B.D., MATTE FINISH
	LOCATION:	SIGN BAND, DIVIDER OF SECOND FLOOR & TOP
	NOTE:	https://www.varmora.com/

Notes:

1. ALL EXTERIOR GLASS TO BE 1" DOUBLE PANE INSULATED CLR. LOW 'E' .
2. ALL EXTERIOR METAL ELEMENTS TO BE BRONZE ANODIZED ALUMINUM FINISH U.N.O.
3. ALL STOREFRONT MULLIONS TO BE BRONZE ANODIZED ALUMINUM.
4. UNLESS OTHERWISE INDICATED, ALL EXTERIOR WALL AND SOFFIT SURFACES SHALL BE COVERED WITH ONE LAYER 5/8" EXTERIOR SHEATHING AND VAPOR BARRIER.
5. A SEPARATE SIGN SUBMITTAL IS REQUIRED. SUBMIT A SIGN RAWING INDICATING DIMENSIONS, FABRICATION, COLORS OF MATERIALS, PLACEMENT ON STOREFRONT ELEVATIONS, AND MOUNTING AND SERVICING TECHNIQUES.
6. ALL MATERIALS MUST BE SUBMITTED TO NEW CITY DESIGN GROUP FOR APPROVAL
7. SUBMIT SHOP DRAWINGS TO NEW CITY DESIGN GROUP FOR APPROVAL.

Design Features:

Design Features per Holly Springs UDO Section 2.07, C. 2. have been incorporated as follows:

b. The project includes a community building / club house featuring four (4) or more common recreational facilities including, but not limited to, a swimming pool, hot tub, tennis court, basketball court, lounge area, multi-purpose room, game room, and the like which are appropriate to the project;
   - Outdoor terrace with grills and fire pit, splash pool, skating rink, multi-purpose lounge/gym room. See Design Feature callout DFb on Elevations.

c. If the project features a flat roof, design a 'cool roof' which is specifically designed to reflect the heat that comes from sunshine. They can be bright white membrane roofs, paint-on coatings (for retrofit applications or light colored. [Added Ordinance #10-11]
   - White roof membrane specified. See Design Feature callout DFc on Elevations.

i. Building entrances oriented to face the perimeter public streets with no parking areas between a front building line and front lot line; [Amended Ordinance #19-03]*
   - See site plan.

j. The massing of upper stories shall be modulated by stepping back massing elements a minimum of two feet from the ground floor setback, and/or through the use of projecting bays; [Added Ordinance #19-03]*
   - See Design Feature callout DFj on Elevations and 3D massing and plan diagrams added for reference.

k. Include at least two different building types of distinct but compatible style within a single project; [Added Ordinance #19-03]*
   - Development plan includes building types of distinct but compatible styles, i.e. Solaris Building vs. Coffee Kiosk.

j. Install pedestrian scale light fixtures (pole or bollard) along sidewalks and pedestrian areas no taller than 16 feet and spaced a max of 60 feet. [Added Ordinance #19-03]*
   - See site lighting plan.





1 A201 Exterior Elevation — South Main St. (West Elevation) — PRIMARY FACADE
SCALE: 1/8"=1'-0"

new city design group
1304 HILLSBOROUGH ST.
RALEIGH, NC 27605
919.831.1308
FAX 919.831.9737

1 OCTOBER 2020

THEODORE N VAN DYK REGISTERED ARCHITECT NO. 15077 NORTH CAROLINA RALEIGH N C

10/01/20

NEW CITY DESIGN GROUP PLLC REGISTERED ARCHITECTURAL COMPANY CERT NO. 51075 NORTH CAROLINA RALEIGH N C

–	☐	PROGRESS PRINT
–	☐	HEALTH DEPT. PLAN CHECK
10.01.20	■	BUILDING DEPT. PLAN CHECK
–	☐	BID SET
–	☐	CONSTRUCTION SET
–	☐	SUBMITTAL DOCUMENT

THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS PREPARED BY THE ARCHITECT FOR THIS PROJECT ARE INSTRUMENTS OF THE ARCHITECT'S SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, THE ARCHITECT SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT. THE ARCHITECT'S DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING BY THE ARCHITECT.

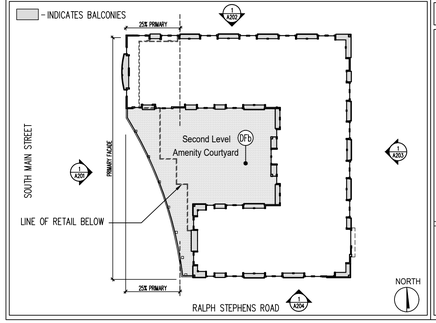
SOLARIS
South Main St.
Holly Springs, NC
SITE PLAN SUBMITTAL

DESIGNER :	–
DRAWN :	–
CHECKED :	–
SCALE :	AS SHOWN
JOB NUMBER :	7994A

SHEET TITLE
Exterior Elevations

SHEET NUMBER
A201

Key Plan:



Material Calculations: SOLARIS

North Elevation 25% Primary Facade

TOTAL FACADE AREA:	3,740 S.F.
AREA OF GLAZING TOTAL:	1,374 S.F.
WALL AREA UP TO 10':	398 S.F.
AREA OF GLAZING UP TO 10' (40% REQUIRED):	285 S.F. (72%)
2nd FLOOR WALL AREA:	568 S.F.
AREA OF GLAZING, UPPER FLOOR (15% REQUIRED):	200 S.F. (35%)
3rd FLOOR WALL AREA:	568 S.F.
AREA OF GLAZING, UPPER FLOOR (15% REQUIRED):	200 S.F. (35%)
4th FLOOR WALL AREA:	568 S.F.
AREA OF GLAZING, UPPER FLOOR (15% REQUIRED):	200 S.F. (35%)
5th FLOOR WALL AREA:	568 S.F.
AREA OF GLAZING, UPPER FLOOR (15% REQUIRED):	200 S.F. (35%)
6th FLOOR WALL AREA:	718 S.F.
AREA OF GLAZING, UPPER FLOOR (15% REQUIRED):	275 S.F. (38%)

25% PRIMARY WALL AREA EXCLUDING GLAZING & FASCIA:	2,121 S.F.
STONE:	638 S.F. (30%)
PRIMARY BUILDING MATERIALS (60% REQUIRED):	638 S.F. (30%)
PRIMARY WALL AREA EXCLUDING GLAZING & FASCIA – FIRST FLOOR:	384 S.F.
STONE	384 S.F. (100%)

Building Materials:

PRIMARY MATERIALS:

- VENEER STONE

NON PRIMARY MATERIALS:

- PORCELAIN WALL TILE PRIMARY
- PORCELAIN WALL TILE SECONDARY
- PORCELAIN WALL TILE ACCENT
- METAL RAILINGS/STOREFRONT
- PAINT
- GLASS

Elevation Keynotes:

Human Scale Callouts:

- (H1) 4" CAST STONE WATER TABLE
- (H2) ALTERNATING 4" & 1'-0" MASONRY UNITS
- (H3) LIGHTING SCONCE
- (H4) 8" PRECAST STONE TO MATCH ABOVE PARKING OPENINGS

Typical Building Callouts:

- (1) STONE BASE – LARGE FORMAT SMOOTH TEXTURE
- (2) STONE BASE – ALTERNATING 4" & 1'-0" MASONRY UNITS
- (3) STONE VENEER – ALTERNATING 4" & 1'-0" MASONRY UNITS – MATCH BASE
- (4) WALL TILE – FIELD COLOR
- (5) WALL TILE – SECONDARY COLOR
- (6) WALL TILE – ACCENT COLOR
- (7) METAL CANOPY
- (8) METAL COPING, RAILING AT AMENITY AREA & RESIDENTIAL BALCONIES
- (9) LOW E GLAZING
- (10) EXTERIOR INSULATED STEEL DOOR & FRAME
- (11) TENANT SIGN BAND
- (12) ARTWORK FEATURE AREA

Design Features

- (DF1) UDO SECTION 2.07.C.2.b – DESIGN FEATURE COMMUNITY RECREATION/LOUNGE
- (DF2) UDO SECTION 2.07.C.2.c – DESIGN FEATURE 'COOL ROOF'
- (DF) UDO SECTION 2.07.C.2.j – DESIGN FEATURE VARIATION IN ROOF LINE

Finish Schedule:

Exterior Materials

VS-1	TYPE:	VENEER STONE
	MANUFACTURER:	ARRISCRAFT
	COLOR:	LIMESONE
	LOCATION:	BASE, VERTICAL ACCENTS AT ELEVATION FEATURES IE: CORNERS, STAIR CORE, ENTRY ACCENT
	NOTE:	
G-1	TYPE:	1" INSULATED LOW 'E' GLAZING
	MANUFACTURER:	–
	COLOR:	CLEAR
	LOCATION:	–
	NOTE:	
G-2	TYPE:	1" INSULATED SPANDREL GLAZING
	MANUFACTURER:	–
	COLOR:	SUBDUED GRAY ON #3 SURFACE
	LOCATION:	–
	NOTE:	
M-1	TYPE:	BRONZE ANODIZED ALUMINUM
	LOCATION:	NEW STOREFRONT SYSTEM
	NOTE:	
M-2	TYPE:	BRONZE BRAKE METAL TRIM AND COPING
	LOCATION:	AS SHOWN
	NOTE:	TO MATCH STOREFRONT SYSTEM
ST-1	TYPE:	PORCELAIN WALL TILE SLABS
	MANUFACTURER:	VARMORA GRANITO PVT. LTD.
	COLOR:	T.B.D., MATTE FINISH
	LOCATION:	FIELD COLOR
	NOTE:	https: //www.varmora.com/
ST-2	TYPE:	PORCELAIN WALL TILE SLABS
	MANUFACTURER:	VARMORA GRANITO PVT. LTD.
	COLOR:	T.B.D., MATTE FINISH
	LOCATION:	RECESSED BALCONY WALLS
	NOTE:	https: //www.varmora.com/
ST-3	TYPE:	PORCELAIN WALL TILE SLABS
	MANUFACTURER:	VARMORA GRANITO PVT. LTD.
	COLOR:	T.B.D., MATTE FINISH
	LOCATION:	SIGN BAND, DIVIDER OF SECOND FLOOR & TOP
	NOTE:	https: //www.varmora.com/

Notes:

1. ALL EXTERIOR GLASS TO BE 1" DOUBLE PANE INSULATED CLR. LOW 'E' .
2. ALL EXTERIOR METAL ELEMENTS TO BE BRONZE ANODIZED ALUMINUM FINISH U.N.O.
3. ALL STOREFRONT MULLIONS TO BE BRONZE ANODIZED ALUMINUM.
4. UNLESS OTHERWISE INDICATED, ALL EXTERIOR WALL AND SOFFIT SURFACES SHALL BE COVERED WITH ONE LAYER 5/8" EXTERIOR SHEATHING AND VAPOR BARRIER.
5. A SEPARATE SIGN SUBMITTAL IS REQUIRED. SUBMIT A SIGN RAWING INDICATING DIMENSIONS, FABRICATION, COLORS OF MATERIALS, PLACEMENT ON STOREFRONT ELEVATIONS, AND MOUNTING AND SERVICING TECHNIQUES.
6. ALL MATERIALS MUST BE SUBMITTED TO NEW CITY DESIGN GROUP FOR APPROVAL
7. SUBMIT SHOP DRAWINGS TO NEW CITY DESIGN GROUP FOR APPROVAL.



VARIATION IN MASSING

BALCONY ELEMENT IS NOT A FLAT PLANE, AND PROJECTS MORE THAN 4" TO MEET VARIATION IN MASSING STANDARD; TYP. FOR ALL LEVELS



1 A202 **Exterior Elevation**
SCALE: 1/8"=1'-0"

North Elevation
25% PRIMARY CORNER

new city design group
1304 HILLSBOROUGH ST.
RALEIGH, NC 27605
919.831.1308
FAX 919.831.9737

1 OCTOBER 2020

THEODORE N VAN DYK REGISTERED ARCHITECT NO. 15077 NORTH CAROLINA RALEIGH N C

10/01/20

NEW CITY DESIGN GROUP, PLLC REGISTERED ARCHITECTURAL COMPANY CERT NO. 51075 NORTH CAROLINA RALEIGH N C

–	☐	PROGRESS PRINT
–	☐	HEALTH DEPT. PLAN CHECK
10.01.20	■	BUILDING DEPT. PLAN CHECK
–	☐	BID SET
–	☐	CONSTRUCTION SET
–	☐	SUBMITTAL DOCUMENT

THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS PREPARED BY THE ARCHITECT FOR THIS PROJECT ARE INSTRUMENTS OF THE ARCHITECT'S SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, THE ARCHITECT SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT. THE ARCHITECT'S DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING BY THE ARCHITECT.

SOLARIS
South Main St.
Holly Springs, NC

SITE PLAN SUBMITTAL

DESIGNER :	–
DRAWN :	–
CHECKED :	–
SCALE :	AS SHOWN
JOB NUMBER :	7994A

SHEET TITLE

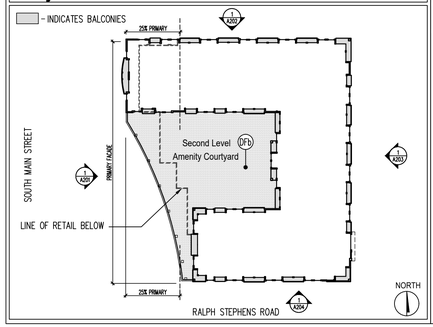
Exterior Elevations

SHEET NUMBER

A202



Key Plan:



Material Calculations: SOLARIS

East Elevation Non-Primary Facade

Building Materials:

PRIMARY MATERIALS:

- VENEER STONE

NON PRIMARY MATERIALS:

- PORCELAIN WALL TILE PRIMARY
- PORCELAIN WALL TILE SECONDARY
- PORCELAIN WALL TILE ACCENT
- METAL RAILINGS/STOREFRONT
- PAINT
- GLASS

Elevation Keynotes:

Human Scale Callouts:

- (H1) 4" CAST STONE WATER TABLE
- (H2) ALTERNATING 4" & 1'-0" MASONRY UNITS
- (H3) LIGHTING SCONCE
- (H4) 8" PRECAST STONE TO MATCH ABOVE PARKING OPENINGS

Typical Building Callouts:

- (1) STONE BASE – LARGE FORMAT SMOOTH TEXTURE
- (2) STONE BASE – ALTERNATING 4" & 1'-0" MASONRY UNITS
- (3) STONE VENEER – ALTERNATING 4" & 1'-0" MASONRY UNITS – MATCH BASE
- (4) WALL TILE – FIELD COLOR
- (5) WALL TILE – SECONDARY COLOR
- (6) WALL TILE – ACCENT COLOR
- (7) METAL CANOPY
- (8) METAL COPING, RAILING AT AMENITY AREA & RESIDENTIAL BALCONIES
- (9) LOW E GLAZING
- (10) EXTERIOR INSULATED STEEL DOOR & FRAME
- (11) TENANT SIGN BAND
- (12) ARTWORK FEATURE AREA

Design Features

- (DFa) UDO SECTION 2.07.C.2.b – DESIGN FEATURE COMMUNITY RECREATION/LOUNGE
- (DFc) UDO SECTION 2.07.C.2.c – DESIGN FEATURE 'COOL ROOF'
- (DF) UDO SECTION 2.07.C.2.j – DESIGN FEATURE VARIATION IN ROOF LINE

Finish Schedule:

Exterior Materials

VS-1	TYPE:	VENEER STONE
	MANUFACTURER:	ARRISCRAFT
	COLOR:	LIMESONE
	LOCATION:	BASE, VERTICAL ACCENTS AT ELEVATION FEATURES IE: CORNERS, STAIR CORE, ENTRY ACCENT
	NOTE:	
G-1	TYPE:	1" INSULATED LOW 'E' GLAZING
	MANUFACTURER:	–
	COLOR:	CLEAR
	LOCATION:	–
	NOTE:	
G-2	TYPE:	1" INSULATED SPANDREL GLAZING
	MANUFACTURER:	–
	COLOR:	SUBDUED GRAY ON #3 SURFACE
	LOCATION:	–
	NOTE:	
M-1	TYPE:	BRONZE ANODIZED ALUMINUM
	LOCATION:	NEW STOREFRONT SYSTEM
	NOTE:	
M-2	TYPE:	BRONZE BRAKE METAL TRIM AND COPING
	LOCATION:	AS SHOWN
	NOTE:	TO MATCH STOREFRONT SYSTEM
ST-1	TYPE:	PORCELAIN WALL TILE SLABS
	MANUFACTURER:	VARMORA GRANITO PVT. LTD.
	COLOR:	T.B.D., MATTE FINISH
	LOCATION:	FIELD COLOR
	NOTE:	https: //www.varmora.com/
ST-2	TYPE:	PORCELAIN WALL TILE SLABS
	MANUFACTURER:	VARMORA GRANITO PVT. LTD.
	COLOR:	T.B.D., MATTE FINISH
	LOCATION:	RECESSED BALCONY WALLS
	NOTE:	https: //www.varmora.com/
ST-3	TYPE:	PORCELAIN WALL TILE SLABS
	MANUFACTURER:	VARMORA GRANITO PVT. LTD.
	COLOR:	T.B.D., MATTE FINISH
	LOCATION:	SIGN BAND, DIVIDER OF SECOND FLOOR & TOP
	NOTE:	https: //www.varmora.com/

Notes:

1. ALL EXTERIOR GLASS TO BE 1" DOUBLE PANE INSULATED CLR. LOW 'E' .
2. ALL EXTERIOR METAL ELEMENTS TO BE BRONZE ANODIZED ALUMINUM FINISH U.N.O.
3. ALL STOREFRONT MULLIONS TO BE BRONZE ANODIZED ALUMINUM.
4. UNLESS OTHERWISE INDICATED, ALL EXTERIOR WALL AND SOFFIT SURFACES SHALL BE COVERED WITH ONE LAYER 5/8" EXTERIOR SHEATHING AND VAPOR BARRIER.
5. A SEPARATE SIGN SUBMITTAL IS REQUIRED. SUBMIT A SIGN RAWING INDICATING DIMENSIONS, FABRICATION, COLORS OF MATERIALS, PLACEMENT ON STOREFRONT ELEVATIONS, AND MOUNTING AND SERVICING TECHNIQUES.
6. ALL MATERIALS MUST BE SUBMITTED TO NEW CITY DESIGN GROUP FOR APPROVAL
7. SUBMIT SHOP DRAWINGS TO NEW CITY DESIGN GROUP FOR APPROVAL.



1 A203 **Exterior Elevation** East Elevation

SCALE: 1/8"=1'-0" 25% PRIMARY CORNER

new city design group
1304 HILLSBOROUGH ST.
RALEIGH, NC 27605
919.831.1308
FAX 919.831.9737

1 OCTOBER 2020

THEODORE N VAN DYK REGISTERED ARCHITECT NO. 15077 NORTH CAROLINA RALEIGH N C

10/01/20

NEW CITY DESIGN GROUP PLLC REGISTERED ARCHITECTURAL COMPANY CERT. NO. 51075 NORTH CAROLINA RALEIGH N C

–	☐	PROGRESS PRINT
–	☐	HEALTH DEPT. PLAN CHECK
10.01.20	■	BUILDING DEPT. PLAN CHECK
–	☐	BID SET
–	☐	CONSTRUCTION SET
–	☐	SUBMITTAL DOCUMENT

THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS PREPARED BY THE ARCHITECT FOR THIS PROJECT ARE INSTRUMENTS OF THE ARCHITECT'S SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, THE ARCHITECT SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT. THE ARCHITECT'S DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING BY THE ARCHITECT.

SOLARIS
South Main St.
Holly Springs, NC
SITE PLAN SUBMITTAL

DESIGNER :	–
DRAWN :	–
CHECKED :	–
SCALE :	AS SHOWN
JOB NUMBER :	7994A

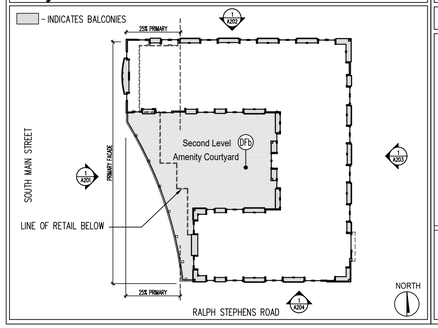
SHEET TITLE

Exterior Elevations

SHEET NUMBER

A203

Key Plan:



Material Calculations: SOLARIS

South Elevation (Ralph Stephens Rd.) 25% Primary

TOTAL FACADE AREA:	3,718 S.F.	
AREA OF GLAZING TOTAL:	1,474 S.F.	
WALL AREA UP TO 10':	449 S.F.	
AREA OF GLAZING UP TO 10' (40% REQUIRED):	201 S.F.	(45%)
2nd FLOOR WALL AREA:	568 S.F.	
AREA OF GLAZING, UPPER FLOOR (15% REQUIRED):	303 S.F.	(53%)
3rd FLOOR WALL AREA:	567 S.F.	
AREA OF GLAZING, UPPER FLOOR (15% REQUIRED):	232 S.F.	(41%)
4th FLOOR WALL AREA:	567 S.F.	
AREA OF GLAZING, UPPER FLOOR (15% REQUIRED):	232 S.F.	(41%)
5th FLOOR WALL AREA:	567 S.F.	
AREA OF GLAZING, UPPER FLOOR (15% REQUIRED):	232 S.F.	(41%)
6th FLOOR WALL AREA:	710 S.F.	
AREA OF GLAZING, UPPER FLOOR (15% REQUIRED):	265 S.F.	(37%)

PRIMARY WALL AREA EXCLUDING GLAZING & FASCIA:	2,105 S.F.	
STONE	324 S.F.	(15%)
PRIMARY BUILDING MATERIALS (60% REQUIRED):	324 S.F.	(15%)
PRIMARY WALL AREA EXCLUDING GLAZING & FASCIA – FIRST FLOOR:	531 S.F.	
STONE	531 S.F.	(100%)

Building Materials:

PRIMARY MATERIALS:

- VENEER STONE

NON PRIMARY MATERIALS:

- PORCELAIN WALL TILE PRIMARY
- PORCELAIN WALL TILE SECONDARY
- PORCELAIN WALL TILE ACCENT
- METAL RAILINGS/STOREFRONT
- PAINT
- GLASS

Elevation Keynotes:

Human Scale Callouts:

- (H1) 4" CAST STONE WATER TABLE
- (H2) ALTERNATING 4" & 1'-0" MASONRY UNITS
- (H3) LIGHTING SCONCE
- (H4) 8" PRECAST STONE TO MATCH ABOVE PARKING OPENINGS

Typical Building Callouts:

- (1) STONE BASE – LARGE FORMAT SMOOTH TEXTURE
- (2) STONE BASE – ALTERNATING 4" & 1'-0" MASONRY UNITS
- (3) STONE VENEER – ALTERNATING 4" & 1'-0" MASONRY UNITS – MATCH BASE
- (4) WALL TILE – FIELD COLOR
- (5) WALL TILE – SECONDARY COLOR
- (6) WALL TILE – ACCENT COLOR
- (7) METAL CANOPY
- (8) METAL COPING, RAILING AT AMENITY AREA & RESIDENTIAL BALCONIES
- (9) LOW E GLAZING
- (10) EXTERIOR INSULATED STEEL DOOR & FRAME
- (11) TENANT SIGN BAND
- (12) ARTWORK FEATURE AREA

Design Features

- (DFa) UDO SECTION 2.07.C.2.b – DESIGN FEATURE COMMUNITY RECREATION/LOUNGE
- (DFc) UDO SECTION 2.07.C.2.c – DESIGN FEATURE 'COOL ROOF'
- (DF) UDO SECTION 2.07.C.2.j – DESIGN FEATURE VARIATION IN ROOF LINE





1 A204 **Exterior Elevation** Ralph Stevens Road (South Elevation)
SCALE: 1/8"=1'-0" 25% PRIMARY FACADE

Finish Schedule:

Exterior Materials

VS-1	TYPE:	VENEER STONE
	MANUFACTURER:	ARRISCRAFT
	COLOR:	LIMESONE
	LOCATION:	BASE, VERTICAL ACCENTS AT ELEVATION FEATURES IE: CORNERS, STAIR CORE, ENTRY ACCENT
	NOTE:	
G-1	TYPE:	1" INSULATED LOW 'E' GLAZING
	MANUFACTURER:	–
	COLOR:	CLEAR
	LOCATION:	–
	NOTE:	
G-2	TYPE:	1" INSULATED SPANDREL GLAZING
	MANUFACTURER:	–
	COLOR:	SUBDUED GRAY ON #3 SURFACE
	LOCATION:	–
	NOTE:	
M-1	TYPE:	BRONZE ANODIZED ALUMINUM
	LOCATION:	NEW STOREFRONT SYSTEM
	NOTE:	
M-2	TYPE:	BRONZE BRAKE METAL TRIM AND COPING
	LOCATION:	AS SHOWN
	NOTE:	TO MATCH STOREFRONT SYSTEM
ST-1	TYPE:	PORCELAIN WALL TILE SLABS
	MANUFACTURER:	VARMORA GRANITO PVT. LTD.
	COLOR:	T.B.D., MATTE FINISH
	LOCATION:	FIELD COLOR
	NOTE:	https: //www.varmora.com/
ST-2	TYPE:	PORCELAIN WALL TILE SLABS
	MANUFACTURER:	VARMORA GRANITO PVT. LTD.
	COLOR:	T.B.D., MATTE FINISH
	LOCATION:	RECESSED BALCONY WALLS
	NOTE:	https: //www.varmora.com/
ST-3	TYPE:	PORCELAIN WALL TILE SLABS
	MANUFACTURER:	VARMORA GRANITO PVT. LTD.
	COLOR:	T.B.D., MATTE FINISH
	LOCATION:	SIGN BAND, DIVIDER OF SECOND FLOOR & TOP
	NOTE:	https: //www.varmora.com/

Notes:

1. ALL EXTERIOR GLASS TO BE 1" DOUBLE PANE INSULATED CLR. LOW 'E' .
2. ALL EXTERIOR METAL ELEMENTS TO BE BRONZE ANODIZED ALUMINUM FINISH U.N.O.
3. ALL STOREFRONT MULLIONS TO BE BRONZE ANODIZED ALUMINUM.
4. UNLESS OTHERWISE INDICATED, ALL EXTERIOR WALL AND SOFFIT SURFACES SHALL BE COVERED WITH ONE LAYER 5/8" EXTERIOR SHEATHING AND VAPOR BARRIER.
5. A SEPARATE SIGN SUBMITTAL IS REQUIRED. SUBMIT A SIGN RAWING INDICATING DIMENSIONS, FABRICATION, COLORS OF MATERIALS, PLACEMENT ON STOREFRONT ELEVATIONS, AND MOUNTING AND SERVICING TECHNIQUES.
6. ALL MATERIALS MUST BE SUBMITTED TO NEW CITY DESIGN GROUP FOR APPROVAL
7. SUBMIT SHOP DRAWINGS TO NEW CITY DESIGN GROUP FOR APPROVAL.

new city design group
1304 HILLSBOROUGH ST.
RALEIGH, NC 27605
919.831.1308
FAX 919.831.9737

1 OCTOBER 2020

THEODORE N VAN DYK REGISTERED ARCHITECT No. 15077 NORTH CAROLINA RALEIGH N C

10/01/20

NEW CITY DESIGN GROUP, P.L.L.C. REGISTERED ARCHITECTURAL COMPANY CERT. NO. 51075 NORTH CAROLINA RALEIGH N C

–	☐	PROGRESS PRINT
–	☐	HEALTH DEPT. PLAN CHECK
10.01.20	■	BUILDING DEPT. PLAN CHECK
–	☐	BID SET
–	☐	CONSTRUCTION SET
–	☐	SUBMITTAL DOCUMENT

THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS PREPARED BY THE ARCHITECT FOR THIS PROJECT ARE INSTRUMENTS OF THE ARCHITECT'S SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, THE ARCHITECT SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT. THE ARCHITECT'S DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING BY THE ARCHITECT.

SOLARIS
South Main St.
Holly Springs, NC
SITE PLAN SUBMITTAL

DESIGNER :	–
DRAWN :	–
CHECKED :	–
SCALE :	AS SHOWN
JOB NUMBER :	7994A

SHEET TITLE

Exterior Elevations

SHEET NUMBER

A204

Material Calculations: Kiosk

East Elevation (Non-Primary Facade)

North Elevation (25% Primary Facade, S. Main St.)

TOTAL FACADE AREA:	323 S.F.
AREA OF GLAZING TOTAL:	67 S.F. (21%)
WALL AREA UP TO 10':	210 S.F.
AREA OF GLAZING UP TO 10' (20% REQUIRED):	67 S.F. (32%)
TOTAL WALL AREA EXCLUDING GLAZING & FASCIA:	237 SF
PRIMARY BUILDING MATERIALS (PURE ELEVATION):	50 SF (21%)
25% PRIMARY WALL AREA EXCLUDING GLAZING & FASCIA:	48 S.F.
PRIMARY BUILDING MATERIALS (60% REQUIRED):	1 SF (2%)

West Elevation (Primary Facade, S. Main St.)

TOTAL FACADE AREA:	400 S.F.
AREA OF GLAZING TOTAL:	28 S.F. (7%)
WALL AREA UP TO 10':	227 S.F.
AREA OF GLAZING UP TO 10' (20% REQUIRED):	28 S.F. (12%)
PRIMARY WALL AREA EXCLUDING GLAZING & FASCIA:	338 S.F.
PRIMARY BUILDING MATERIALS (60% REQUIRED):	160 SF (47%)

South Elevation (25% Primary Facade, S. Main St.)

TOTAL FACADE AREA:	323 S.F.
AREA OF GLAZING TOTAL:	67 S.F. (21%)
WALL AREA UP TO 10':	210 S.F.
AREA OF GLAZING UP TO 10' (20% REQUIRED):	67 S.F. (32%)
TOTAL WALL AREA EXCLUDING GLAZING & FASCIA:	205 SF
PRIMARY BUILDING MATERIALS:	149 SF (73%)
25% PRIMARY WALL AREA EXCLUDING GLAZING & FASCIA:	48 S.F.
PRIMARY BUILDING MATERIALS (60% REQUIRED):	1 SF (2%)

Building Materials:

PRIMARY MATERIALS:

- VENEER STONE

OTHER MATERIALS:

- PORCELAIN WALL TILE PRIMARY
- METAL STOREFRONT
- WOOD PANEL
- GLASS
- HARDIE-PANEL – MECHANICAL SCREEN

Elevation Keynotes:

Human Scale Callouts:

- (H1) 4" CAST STONE WATER TABLE
- (H2) ALTERNATING 4" & 1'-0" MASONRY UNITS

Typical Building Callouts:

1. STONE BASE – LARGE FORMAT SMOOTH TEXTURE
2. STONE VENEER – ALTERNATING 4" & 1'-0" MASONRY UNITS – MATCH BASE
3. WALL TILE – FIELD COLOR
4. WOOD PANEL
5. HARDIE-PANEL MECHANICAL SCREEN
6. FUTURE TENANT SIGN AREA
7. METAL COPING
8. METAL COLUMN
9. STOREFRONT & LOW E GLAZING
10. WALL SCONCE
11. FUTURE ARTWORK/MURAL LOCATION

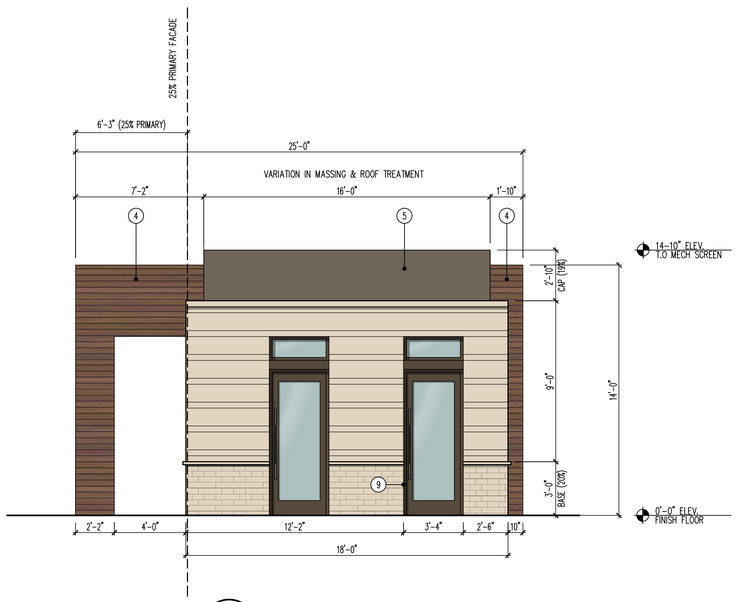
Finish Schedule:

Exterior Materials

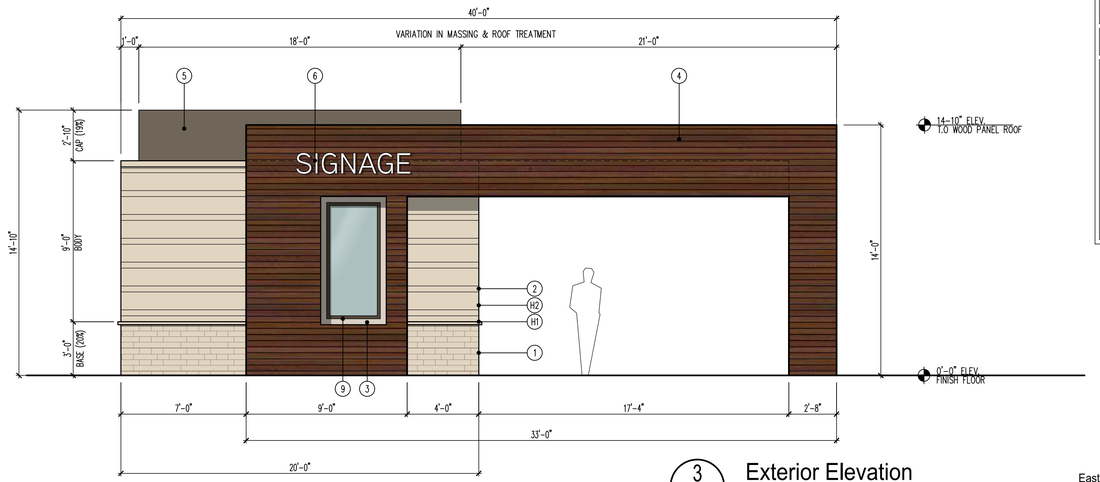
VS-1	TYPE:	VENEER STONE
	MANUFACTURER:	ARRISCRAFT
	COLOR:	LIMESONE
	LOCATION:	BASE, VERTICAL ACCENTS AT ELEVATION FEATURES IE: CORNERS, STAIR CORE, ENTRY ACCENT
	NOTE:	
G-1	TYPE:	1" INSULATED LOW 'E' GLAZING
	MANUFACTURER:	-
	COLOR:	CLEAR
	LOCATION:	-
	NOTE:	
M-1	TYPE:	BRONZE ANODIZED ALUMINUM
	LOCATION:	NEW STOREFRONT SYSTEM
	NOTE:	
M-2	TYPE:	BRONZE BRAKE METAL TRIM AND COPING
	LOCATION:	AS SHOWN
	NOTE:	TO MATCH STOREFRONT SYSTEM
ST-1	TYPE:	PORCELAIN WALL TILE SLABS
	MANUFACTURER:	VARMORA GRANITO PVT. LTD.
	COLOR:	T.B.D., MATTE FINISH
	LOCATION:	FIELD COLOR
	NOTE:	https://www.varmora.com/
W-1	TYPE:	WOOD PANEL
	MANUFACTURER:	N/A
	COLOR:	T.B.D.
	LOCATION:	FIELD ACCENT
	NOTE:	

Notes:

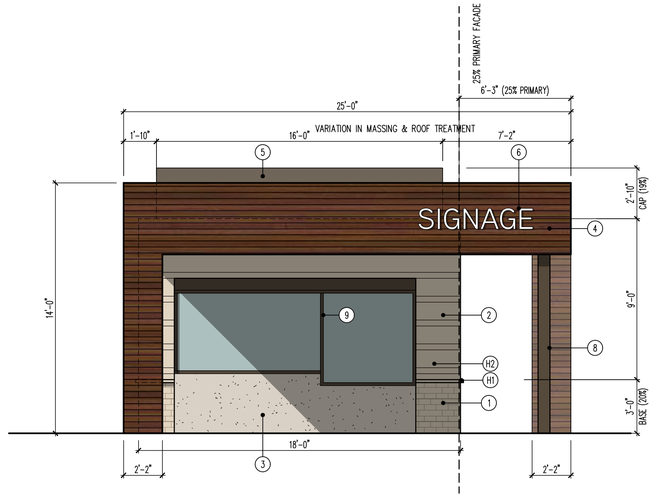
1. ALL EXTERIOR GLASS TO BE 1" DOUBLE PANE INSULATED CLR. LOW 'E' .
2. ALL EXTERIOR METAL ELEMENTS TO BE BRONZE ANODIZED ALUMINUM FINISH U.N.O.
3. ALL STOREFRONT MULLIONS TO BE BRONZE ANODIZED ALUMINUM.
4. UNLESS OTHERWISE INDICATED, ALL EXTERIOR WALL AND SOFFIT SURFACES SHALL BE COVERED WITH ONE LAYER 5/8" EXTERIOR SHEATHING AND VAPOR BARRIER.
5. A SEPARATE SIGN SUBMITTAL IS REQUIRED. SUBMIT A SIGN RAWING INDICATING DIMENSIONS, FABRICATION, COLORS OF MATERIALS, PLACEMENT ON STOREFRONT ELEVATIONS, AND MOUNTING AND SERVICING TECHNIQUES.
6. ALL MATERIALS MUST BE SUBMITTED TO NEW CITY DESIGN GROUP FOR APPROVAL
7. SUBMIT SHOP DRAWINGS TO NEW CITY DESIGN GROUP FOR APPROVAL.



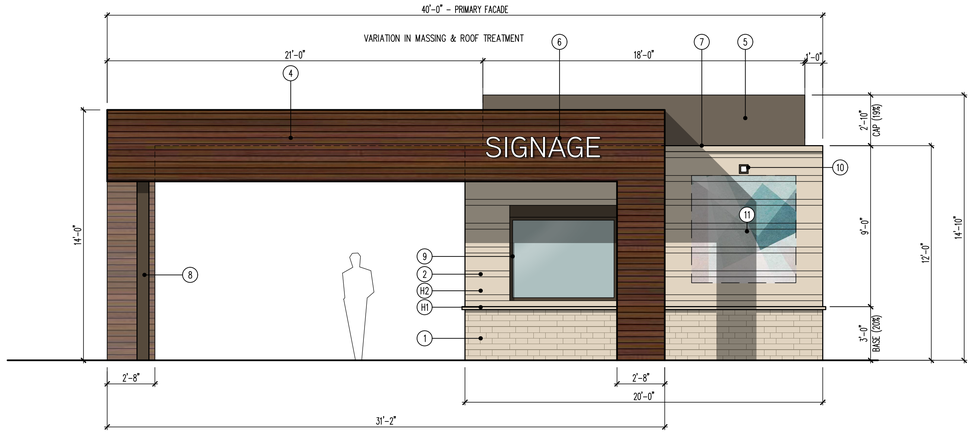
4 A201 **Exterior Elevation** — South
SCALE: 1/4"=1'-0" — 25% PRIMARY FACADE



3 A201 **Exterior Elevation** — East
SCALE: 1/4"=1'-0"



2 A201 **Exterior Elevation** — North
SCALE: 1/4"=1'-0" — 25% PRIMARY FACADE



1 A201 **Exterior Elevation** — West
SCALE: 1/4"=1'-0" — PRIMARY FACADE

new city design group
1304 HILLSBOROUGH ST.
RALEIGH, NC 27605
919.831.1308
FAX 919.831.9737

1 OCTOBER 2020

THEODORE N VAN DYK REGISTERED ARCHITECT No. 15077 STATE OF NORTH CAROLINA RALEIGH N C

10/01/20

NEW CITY DESIGN GROUP, PLLC REGISTERED ARCHITECTURAL COMPANY CERT. NO. 51075 NORTH CAROLINA RALEIGH N C

-	☐	PROGRESS PRINT
-	☐	HEALTH DEPT. PLAN CHECK
10.01.20	■	BUILDING DEPT. PLAN CHECK
-	☐	BID SET
-	☐	CONSTRUCTION SET
-	☐	SUBMITTAL DOCUMENT

THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS PREPARED BY THE ARCHITECT FOR THIS PROJECT ARE INSTRUMENTS OF THE ARCHITECT'S SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, THE ARCHITECT SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT. THE ARCHITECT'S DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING BY THE ARCHITECT.

Village Gate Kiosk

South Main St.
Holly Springs, NC

SITE PLAN SUBMITTAL

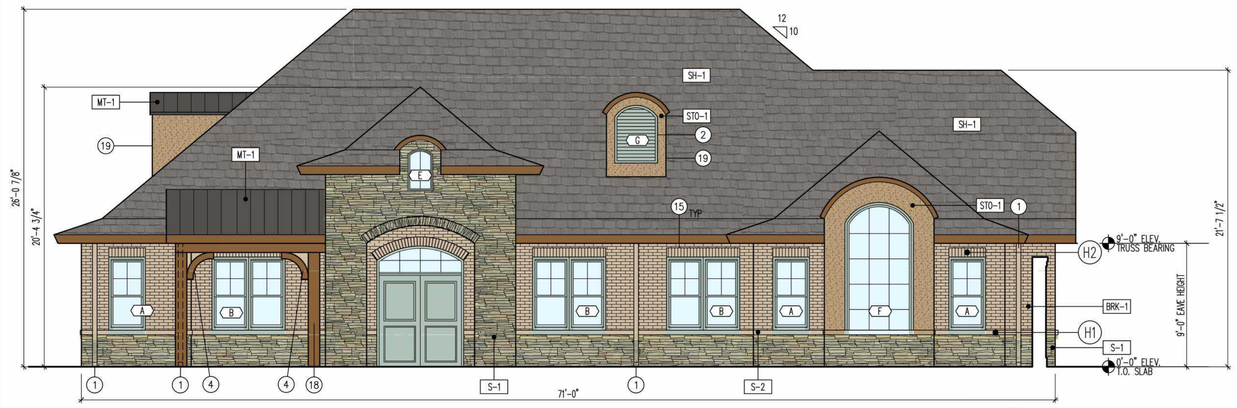
DESIGNER :	-
DRAWN :	-
CHECKED :	-
SCALE :	AS SHOWN
JOB NUMBER :	7994D

SHEET TITLE

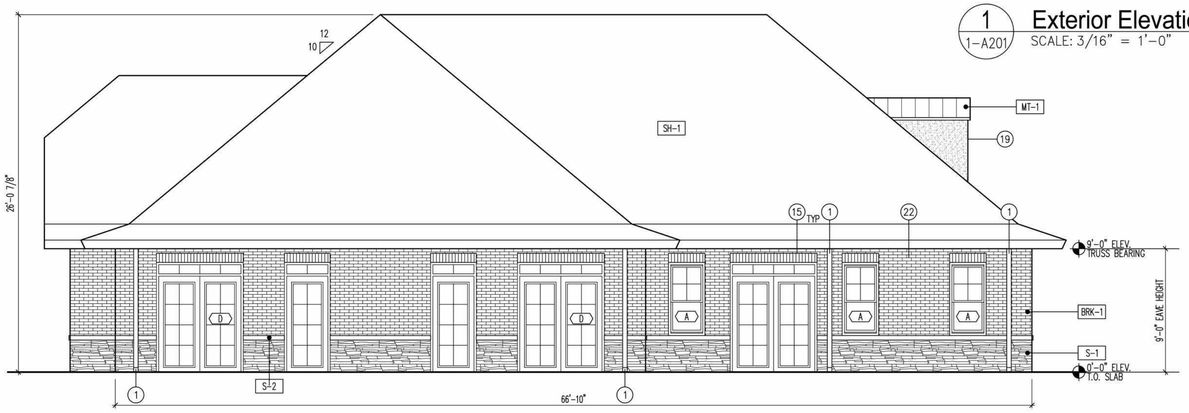
Exterior Elevations

SHEET NUMBER

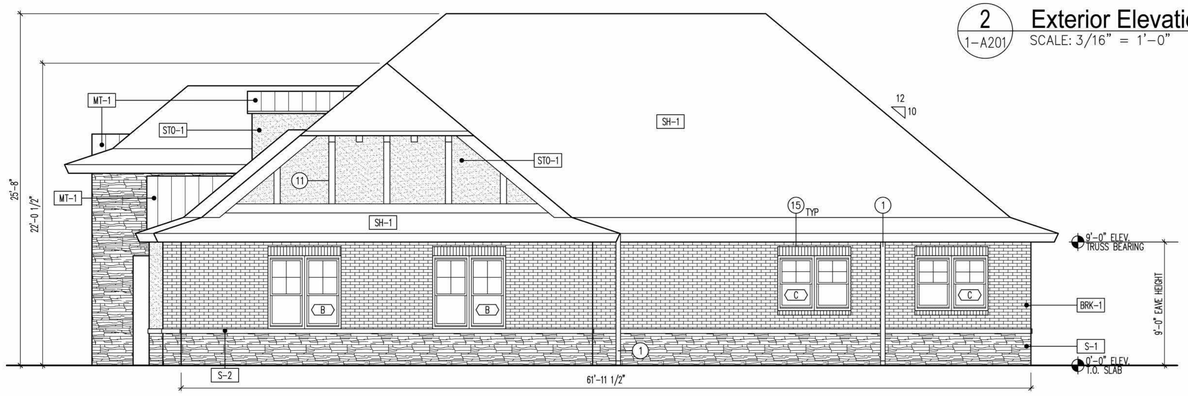
A201



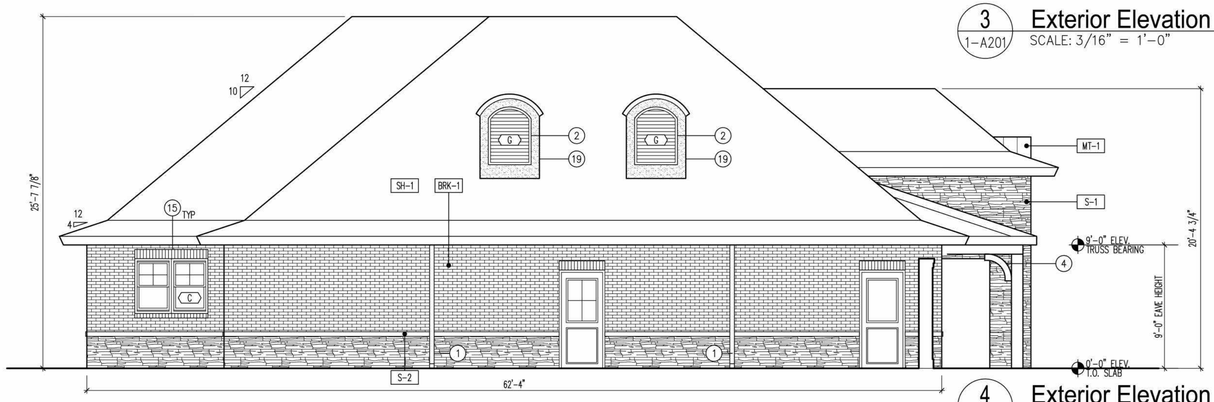
1 Exterior Elevation
1-A201 SCALE: 3/16" = 1'-0"



2 Exterior Elevation
1-A201 SCALE: 3/16" = 1'-0"



3 Exterior Elevation
1-A201 SCALE: 3/16" = 1'-0"



4 Exterior Elevation
1-A201 SCALE: 3/16" = 1'-0"

Human Scale Callouts:

(H1) 4" CAST STONE SILL UNDER WINDOWS

(H2) 8" BRICK SOLDIER COURSE HEAD WINDOW OPENING

EIFS / STUCCO

METAL ROOF

BRICK VENEER

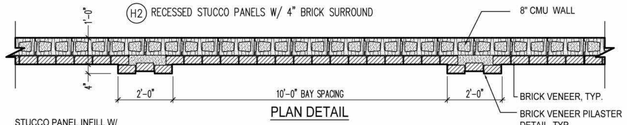
STONE VENEER

WINDOWS / COLUMNS / FASCIA / TRIM

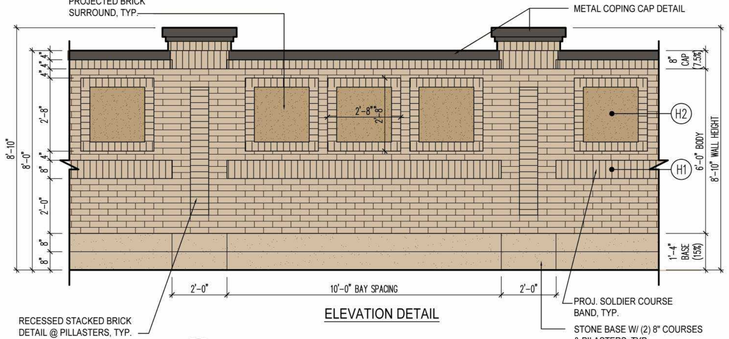
Human Scale Callouts:

(H1) 8" BRICK SOLDIER COURSE

(H2) RECESSED STUCCO PANELS W/ 4" BRICK SURROUND



PLAN DETAIL



ELEVATION DETAIL

5 Perimeter Wall Detail
1-A201 SCALE: 3/8"=1'-0"

Exterior Materials Schedule:

BRK-1	TYPE:	BRICK VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	TAN / BEIGE (TO BE SELECTED)
	LOCATION:	BUILDING 1
	NOTE:	
BRK-2	TYPE:	BRICK VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	REDDISH-ORANGE (TO BE SELECTED)
	LOCATION:	BUILDING 3
	NOTE:	
BRK-3	TYPE:	BRICK VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	RED (TO BE SELECTED)
	LOCATION:	BUILDING 6
	NOTE:	
S-1	TYPE:	STONE VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	BUILDING 1, BUILDING 2
	NOTE:	
S-2	TYPE:	STONE VENEER CAP
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	BUILDING 1, BUILDING 2, BUILDING 5
	NOTE:	
S-3	TYPE:	STRUCTURAL CAST STONE HEADER, SILL, JAMB DETAIL
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	
	NOTE:	
S-4	TYPE:	APPLIED STONE VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	BUILDING 5
	NOTE:	
JH-1	TYPE:	6" EXP. PLANK SIDING
	MANUFACTURER:	JAMES HARDIE
	COLOR:	–
	LOCATION:	–
	NOTE:	
JH-2	TYPE:	SHAKE SIDING
	MANUFACTURER:	JAMES HARDIE
	COLOR:	–
	LOCATION:	–
	NOTE:	
JH-3	TYPE:	SMOOTH PANEL SIDING
	MANUFACTURER:	JAMES HARDIE
	COLOR:	–
	LOCATION:	–
	NOTE:	
STO-1	TYPE:	HARD COAT STUCCO
	MANUFACTURER:	STO OR EQUAL
	COLOR:	T.B.D.
	LOCATION:	
	NOTE:	
MT-1	TYPE:	STANDING SEAM MTL. ROOFING
	MANUFACTURER:	–
	COLOR:	T.B.D.
	LOCATION:	ROOF
	NOTE:	
MT-2	TYPE:	BRAKE METAL
	MANUFACTURER:	–
	COLOR:	T.B.D.
	LOCATION:	COPING CAP
	NOTE:	
SH-1	TYPE:	ASPHALT SHINGLE
	MANUFACTURER:	–
	COLOR:	T.B.D.
	LOCATION:	ROOF
	NOTE:	

Notes:

1. ALL EXTERIOR GLASS TO BE CLR. LOW 'E' .
2. A SEPARATE SIGN SUBMITTAL IS REQUIRED. SUBMIT A SIGN DRAWING INDICATING DIMENSIONS, FABRICATION, COLORS OF MATERIALS, PLACEMENT ON STOREFRONT ELEVATIONS, AND MOUNTING AND SERVICING TECHNIQUES.
3. ALL MATERIALS MUST BE SUBMITTED TO BUILDING OWNER FOR APPROVAL
4. SUBMIT SHOP DRAWINGS TO OWNER/NEW CITY DESIGN GROUP FOR APPROVAL.

Elevation Keynotes:

1. ALUMINUM DOWNSPOUT
2. PAINTED WOOD LOUVER, RE: MECHANICAL DRAWINGS. NON-MECHANICAL LOCATIONS ARE FAUX LOUVERS AND REQUIRE INFILL PANEL & INSULATION APPLIED TO ATTIC-SIDE.
3. FAUX ATTIC WINDOW. PROVIDE INFILL FRAMING & INSULATION ON ATTIC-SIDE OF WALL
4. CUSTOM WOOD BRACKET/EAVE DETAIL.
5. 5/4 x 8 HEADER TRIM
6. 5/4 x 6 JAMB TRIM
8. 5/4 x 4 SILL TRIM
9. 5/4 x CONT. BASE BOARD TRIM 5/4 x TRIM CAP (RE: SECTIONS)
10. 5/4 x TRIM BAND WITH 5/4 x TRIM CAP (RE: SECTIONS)
11. 5/4 x 6 CORNER BOARD/TRIM
12. 5/4 x 8 CORNER BOARD/TRIM
13. 5/4 x 10 CORNER BOARD/TRIM
14. 5/4 x 12 CORNER BOARD/TRIM
15. PROJECTED SOLDIER COURSE HEADER
16. PROJECTED SOLDIER BAND DETAIL
17. METAL COPING CAP
18. HEAVY TIMBER COLUMN
19. DORMER
20. SOLDIER COURSE BAND DETAIL
21. HARDIE BOARD TRIM PANEL DETAIL, TYP.
22. BRICK VENEER
23. –
24. DECORATIVE CLOSED WINDOW SHUTTER DETAIL, TYP.
25. WROUGHT IRON BALCONY RAIL W/ DECORATIVE DETAILING
26. DECORATIVE WINDOW SHUTTER, TYP.
27. BRICK CORBEL CORNICE DETAIL

Key Plan:

SCALE: N.T.S.

new city design group
1304 HILLSBOROUGH ST.
RALEIGH, NC 27605
919.831.1308
FAX 919.831.9737

02 OCTOBER 2020

THEODORE N VAN DYK REGISTERED ARCHITECT NO. 5021 NORTH CAROLINA RALEIGH N.C.

10/6/20

NEW CITY DESIGN GROUP PLLC REGISTERED ARCHITECTURAL CORPORATION CERT. NO. 51075 NORTH CAROLINA RALEIGH N.C.

–	☐	PROGRESS PRINT
–	☐	HEALTH DEPT. PLAN CHECK
08.28.20	■	BUILDING DEPT. PLAN CHECK
–	☐	BID SET
–	☐	CONSTRUCTION SET
–	☐	SUBMITTAL DOCUMENT

10.6.20	1	REVIEW COMMENTS

THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS PREPARED BY THE ARCHITECT FOR THIS PROJECT ARE INSTRUMENTS OF THE ARCHITECT'S SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, THE ARCHITECT SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT. THE ARCHITECT'S DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING BY THE ARCHITECT.

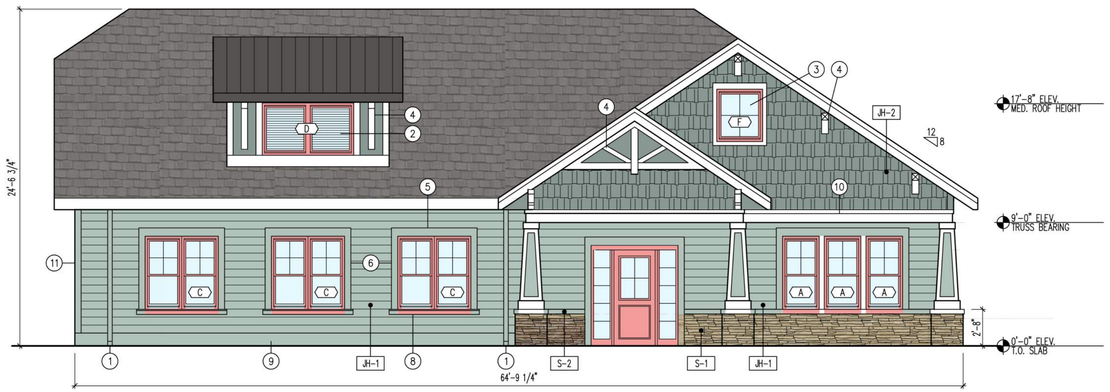
Oak Village Academy
Building 1 - "French Country"
Holly Springs, North Carolina

SITE PLAN SUBMITTAL

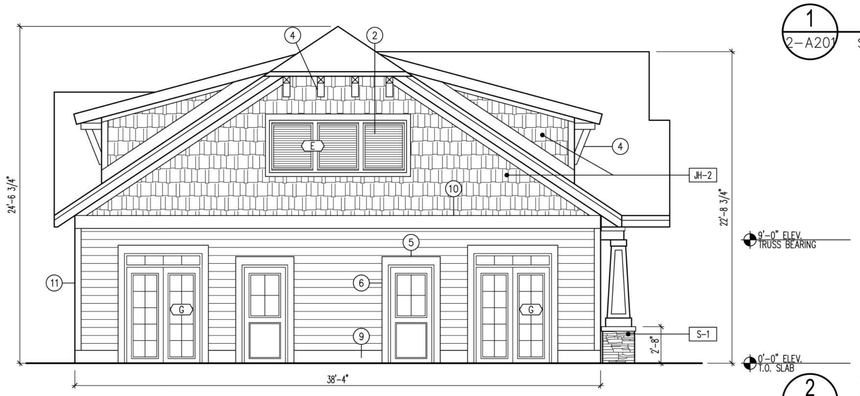
DESIGNER :	NCDG
DRAWN :	JCR
CHECKED :	–
SCALE :	AS SHOWN
JOB NUMBER :	7794E

SHEET TITLE
Exterior Elevations

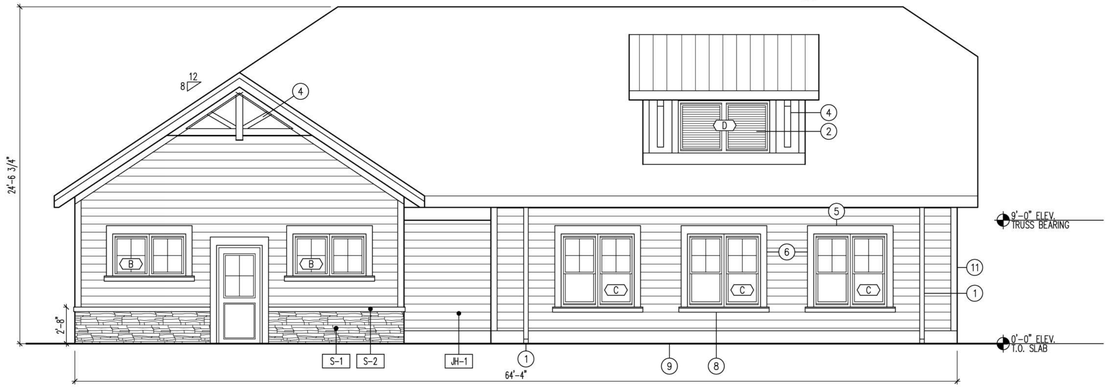
SHEET NUMBER
1-A201
BUILDING 1



1 Exterior Elevation
2-A201 SCALE: 3/16"=1'-0"



2 Exterior Elevation
2-A201 SCALE: 3/16"=1'-0"



3 Exterior Elevation
2-A201 SCALE: 3/16"=1'-0"



4 Exterior Elevation
2-A201 SCALE: 3/16"=1'-0"

SHAKE SIDING - PAINTED

METAL ROOFING

PLANK SIDING - PAINTED

STONE VENEER

DOOR

WINDOWS / COLUMNS / FASCIA / TRIM

Exterior Materials Schedule:

BRK-1	TYPE:	BRICK VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	TAN / BEIGE (TO BE SELECTED)
	LOCATION:	BUILDING 1
	NOTE:	
BRK-2	TYPE:	BRICK VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	REDDISH-ORANGE (TO BE SELECTED)
	LOCATION:	BUILDING 3
	NOTE:	
BRK-3	TYPE:	BRICK VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	RED (TO BE SELECTED)
	LOCATION:	BUILDING 6
	NOTE:	
S-1	TYPE:	STONE VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	BUILDING 1, BUILDING 2
	NOTE:	
S-2	TYPE:	STONE VENEER CAP
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	BUILDING 1, BUILDING 2, BUILDING 5
	NOTE:	
S-3	TYPE:	STRUCTURAL CAST STONE HEADER, SILL, JAMB DETAIL
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	
	NOTE:	
S-4	TYPE:	APPLIED STONE VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	BUILDING 5
	NOTE:	
JH-1	TYPE:	6" EXP. PLANK SIDING
	MANUFACTURER:	JAMES HARDIE
	COLOR:	–
	LOCATION:	–
	NOTE:	
JH-2	TYPE:	SHAKE SIDING
	MANUFACTURER:	JAMES HARDIE
	COLOR:	–
	LOCATION:	–
	NOTE:	
JH-3	TYPE:	SMOOTH PANEL SIDING
	MANUFACTURER:	JAMES HARDIE
	COLOR:	–
	LOCATION:	–
	NOTE:	
STO-1	TYPE:	HARD COAT STUCCO
	MANUFACTURER:	STO OR EQUAL
	COLOR:	T.B.D.
	LOCATION:	
	NOTE:	
MT-1	TYPE:	STANDING SEAM MTL. ROOFING
	MANUFACTURER:	–
	COLOR:	T.B.D.
	LOCATION:	ROOF
	NOTE:	
MT-2	TYPE:	BRAKE METAL
	MANUFACTURER:	–
	COLOR:	T.B.D.
	LOCATION:	COPING CAP
	NOTE:	
SH-1	TYPE:	ASPHALT SHINGLE
	MANUFACTURER:	–
	COLOR:	T.B.D.
	LOCATION:	ROOF
	NOTE:	

Notes:

1. ALL EXTERIOR GLASS TO BE CLR. LOW 'E'.
2. A SEPARATE SIGN SUBMITTAL IS REQUIRED. SUBMIT A SIGN DRAWING INDICATING DIMENSIONS, FABRICATION, COLORS OF MATERIALS, PLACEMENT ON STOREFRONT ELEVATIONS, AND MOUNTING AND SERVICING TECHNIQUES.
3. ALL MATERIALS MUST BE SUBMITTED TO BUILDING OWNER FOR APPROVAL
4. SUBMIT SHOP DRAWINGS TO OWNER/NEW CITY DESIGN GROUP FOR APPROVAL.

Elevation Keynotes:

1. ALUMINUM DOWNSPOUT
2. PAINTED WOOD LOUVER, RE: MECHANICAL DRAWINGS. NON-MECHANICAL LOCATIONS ARE FAUX LOUVERS AND REQUIRE INFILL PANEL & INSULATION APPLIED TO ATTIC-SIDE.
3. FAUX ATTIC WINDOW. PROVIDE INFILL FRAMING & INSULATION ON ATTIC-SIDE OF WALL
4. CUSTOM WOOD BRACKET/EAVE DETAIL.
5. 5/4 x 8 HEADER TRIM
6. 5/4 x 6 JAMB TRIM
8. 5/4 x 4 SILL TRIM
9. 5/4 x CONT. BASE BOARD TRIM 5/4 x TRIM CAP (RE: SECTIONS)
10. 5/4 x TRIM BAND WITH 5/4 x TRIM CAP (RE: SECTIONS)
11. 5/4 x 6 CORNER BOARD/TRIM
12. 5/4 x 8 CORNER BOARD/TRIM
13. 5/4 x 10 CORNER BOARD/TRIM
14. 5/4 x 12 CORNER BOARD/TRIM
15. PROJECTED SOLDIER COURSE HEADER
16. PROJECTED SOLDIER BAND DETAIL
17. METAL COPING CAP
18. HEAVY TIMBER COLUMN
19. DORMER
20. SOLDIER COURSE BAND DETAIL
21. HARDIE BOARD TRIM PANEL DETAIL, TYP.
22. BRICK VENEER
23. –
24. DECORATIVE CLOSED WINDOW SHUTTER DETAIL, TYP.
25. WROUGHT IRON BALCONY RAIL W/ DECORATIVE DETAILING
26. DECORATIVE WINDOW SHUTTER, TYP.
27. BRICK CORBEL CORNICE DETAIL

Key Plan: SCALE: N.T.S.

new city design group
1304 HILLSBOROUGH ST.
RALEIGH, NC 27605
919.831.1308
FAX 919.831.9737

02 OCTOBER 2020

THEODORE N VAN DYK REGISTERED ARCHITECT NO. 5107 RALEIGH N.C.

10/6/20

NEW CITY DESIGN GROUP, PLLC REGISTERED ARCHITECTURAL COMPANY CERT. NO. 51075 NORTH CAROLINA RALEIGH N.C.

–	☐	PROGRESS PRINT
–	☐	HEALTH DEPT. PLAN CHECK
08.28.20	■	BUILDING DEPT. PLAN CHECK
–	☐	BID SET
–	☐	CONSTRUCTION SET
–	☐	SUBMITTAL DOCUMENT

10.2.20 1 Town Comments

THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS PREPARED BY THE ARCHITECT FOR THIS PROJECT ARE INSTRUMENTS OF THE ARCHITECT'S SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, THE ARCHITECT SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT. THE ARCHITECTS DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING BY THE ARCHITECT.

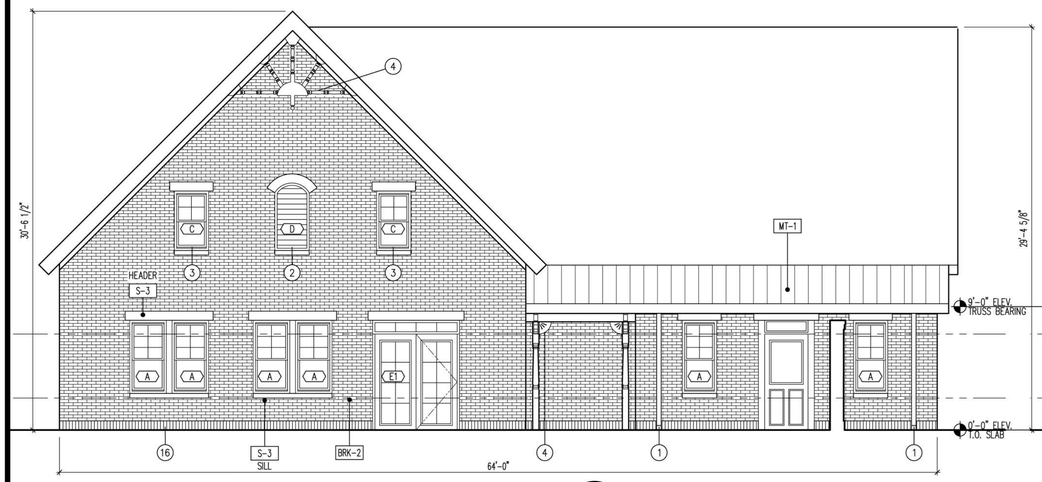
Oak Village Academy
Building 2 - "North Carolina"
Holly Springs, North Carolina

SITE PLAN SUBMITTAL

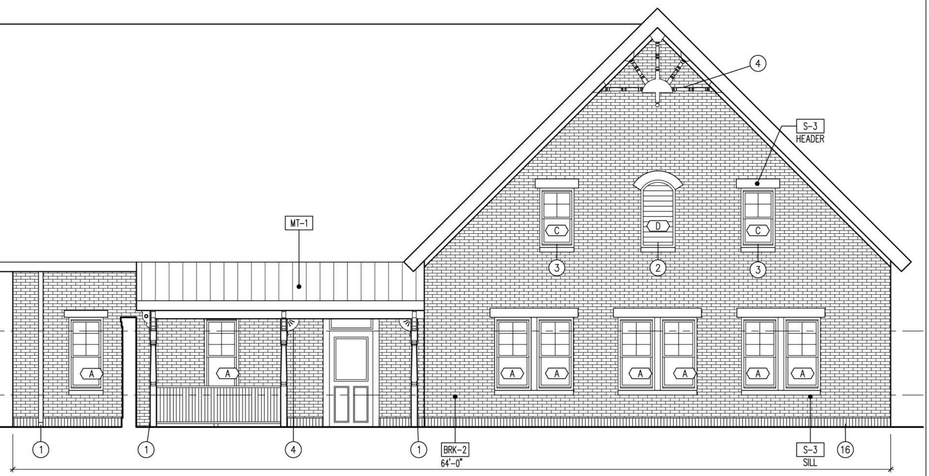
DESIGNER :	NCDG
DRAWN :	JCR
CHECKED :	–
SCALE :	AS SHOWN
JOB NUMBER :	7794E

SHEET TITLE
Exterior Elevations

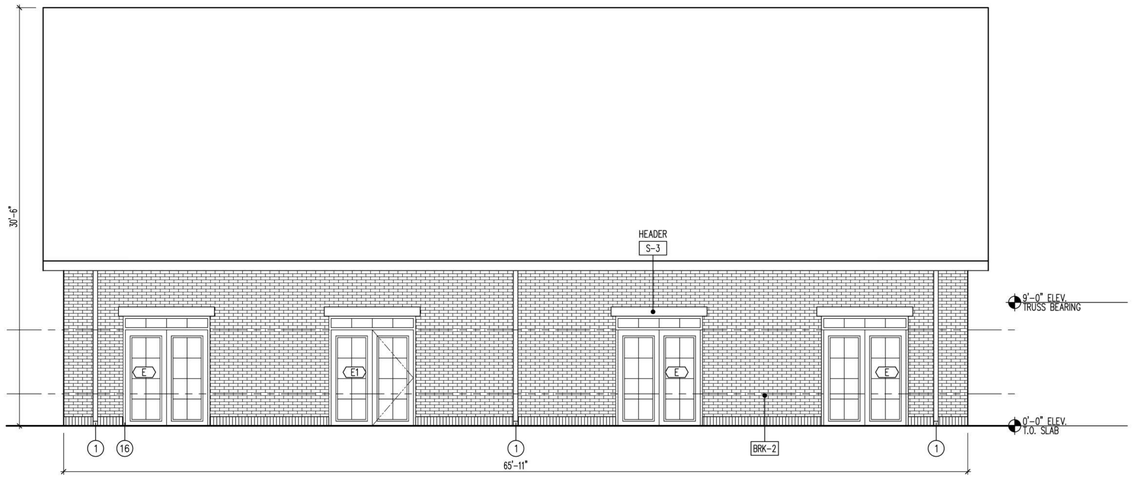
SHEET NUMBER
2-A201
BUILDING 2



3 Exterior Elevation
3-A201 SCALE: 3/16"=1'-0"



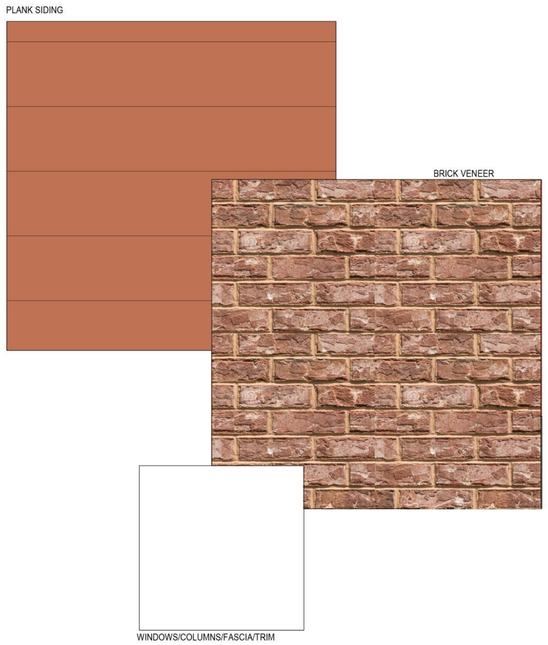
4 Exterior Elevation
3-A201 SCALE: 3/16"=1'-0"



2 Exterior Elevation
3-A201 SCALE: 3/16"=1'-0"



1 Exterior Elevation
3-A201 SCALE: 3/16"=1'-0"



Exterior Materials Schedule:

BRK-1	TYPE:	BRICK VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	TAN / BEIGE (TO BE SELECTED)
	LOCATION:	BUILDING 1
	NOTE:	
BRK-2	TYPE:	BRICK VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	REDDISH-ORANGE (TO BE SELECTED)
	LOCATION:	BUILDING 3
	NOTE:	
BRK-3	TYPE:	BRICK VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	RED (TO BE SELECTED)
	LOCATION:	BUILDING 6
	NOTE:	
S-1	TYPE:	STONE VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	BUILDING 1, BUILDING 2
	NOTE:	
S-2	TYPE:	STONE VENEER CAP
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	BUILDING 1, BUILDING 2, BUILDING 5
	NOTE:	
S-3	TYPE:	STRUCTURAL CAST STONE HEADER, SILL, JAMB DETAIL
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	
	NOTE:	
S-4	TYPE:	APPLIED STONE VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	BUILDING 5
	NOTE:	
JH-1	TYPE:	6" EXP. PLANK SIDING
	MANUFACTURER:	JAMES HARDIE
	COLOR:	–
	LOCATION:	–
	NOTE:	
JH-2	TYPE:	SHAKE SIDING
	MANUFACTURER:	JAMES HARDIE
	COLOR:	–
	LOCATION:	–
	NOTE:	
JH-3	TYPE:	SMOOTH PANEL SIDING
	MANUFACTURER:	JAMES HARDIE
	COLOR:	–
	LOCATION:	–
	NOTE:	
STO-1	TYPE:	HARD COAT STUCCO
	MANUFACTURER:	STO OR EQUAL
	COLOR:	T.B.D.
	LOCATION:	
	NOTE:	
MT-1	TYPE:	STANDING SEAM MTL. ROOFING
	MANUFACTURER:	–
	COLOR:	T.B.D.
	LOCATION:	ROOF
	NOTE:	
MT-2	TYPE:	BRAKE METAL
	MANUFACTURER:	–
	COLOR:	T.B.D.
	LOCATION:	COPING CAP
	NOTE:	
SH-1	TYPE:	ASPHALT SHINGLE
	MANUFACTURER:	–
	COLOR:	T.B.D.
	LOCATION:	ROOF
	NOTE:	

Notes:

1. ALL EXTERIOR GLASS TO BE CLR. LOW 'E'.
2. A SEPARATE SIGN SUBMITTAL IS REQUIRED. SUBMIT A SIGN DRAWING INDICATING DIMENSIONS, FABRICATION, COLORS OF MATERIALS, PLACEMENT ON STOREFRONT ELEVATIONS, AND MOUNTING AND SERVICING TECHNIQUES.
3. ALL MATERIALS MUST BE SUBMITTED TO BUILDING OWNER FOR APPROVAL
4. SUBMIT SHOP DRAWINGS TO OWNER/NEW CITY DESIGN GROUP FOR APPROVAL.

Elevation Keynotes:

1. ALUMINUM DOWNSPOUT
2. PAINTED WOOD LOUVER, RE: MECHANICAL DRAWINGS. NON-MECHANICAL LOCATIONS ARE FAUX LOUVERS AND REQUIRE INFILL PANEL & INSULATION APPLIED TO ATTIC-SIDE.
3. FAUX ATTIC WINDOW. PROVIDE INFILL FRAMING & INSULATION ON ATTIC-SIDE OF WALL
4. CUSTOM WOOD BRACKET/EAVE DETAIL.
5. 5/4 x 8 HEADER TRIM
6. 5/4 x 6 JAMB TRIM
8. 5/4 x 4 SILL TRIM
9. 5/4 x CONT. BASE BOARD TRIM 5/4 x TRIM CAP (RE: SECTIONS)
10. 5/4 x TRIM BAND WITH 5/4 x TRIM CAP (RE: SECTIONS)
11. 5/4 x 6 CORNER BOARD/TRIM
12. 5/4 x 8 CORNER BOARD/TRIM
13. 5/4 x 10 CORNER BOARD/TRIM
14. 5/4 x 12 CORNER BOARD/TRIM
15. PROJECTED SOLDIER COURSE HEADER
16. PROJECTED SOLDIER BAND DETAIL
17. METAL COPING CAP
18. HEAVY TIMBER COLUMN
19. DORMER
20. SOLDIER COURSE BAND DETAIL
21. HARDIE BOARD TRIM PANEL DETAIL, TYP.
22. BRICK VENEER
23. –
24. DECORATIVE CLOSED WINDOW SHUTTER DETAIL, TYP.
25. WROUGHT IRON BALCONY RAIL W/ DECORATIVE DETAILING
26. DECORATIVE WINDOW SHUTTER, TYP.
27. BRICK CORBEL CORNICE DETAIL

Key Plan: SCALE: N.T.S.

new city design group
1304 HILLSBOROUGH ST.
RALEIGH, NC 27605
919.831.1308
FAX 919.831.9737

02 OCTOBER 2020

THEODORE N VAN DYK REGISTERED ARCHITECT NO. 15017 NORTH CAROLINA RALEIGH N.C.

10/6/20

NEW CITY DESIGN GROUP, PLLC REGISTERED ARCHITECTURAL COMPANY CERT. NO. 51075 NORTH CAROLINA RALEIGH N.C.

–	☐	PROGRESS PRINT
–	☐	HEALTH DEPT. PLAN CHECK
08.28.20	■	BUILDING DEPT. PLAN CHECK
–	☐	BID SET
–	☐	CONSTRUCTION SET
–	☐	SUBMITTAL DOCUMENT

10.2.20 1 Town Comments

THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS PREPARED BY THE ARCHITECT FOR THIS PROJECT ARE INSTRUMENTS OF THE ARCHITECT'S SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, THE ARCHITECT SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT. THE ARCHITECT'S DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING BY THE ARCHITECT.

Oak Village Academy
Building 3 - "Farmhouse"
Holly Springs, North Carolina

SITE PLAN SUBMITTAL

DESIGNER :	NCDG
DRAWN :	JCR
CHECKED :	–
SCALE :	AS SHOWN
JOB NUMBER :	7994E

SHEET TITLE
Exterior Elevations

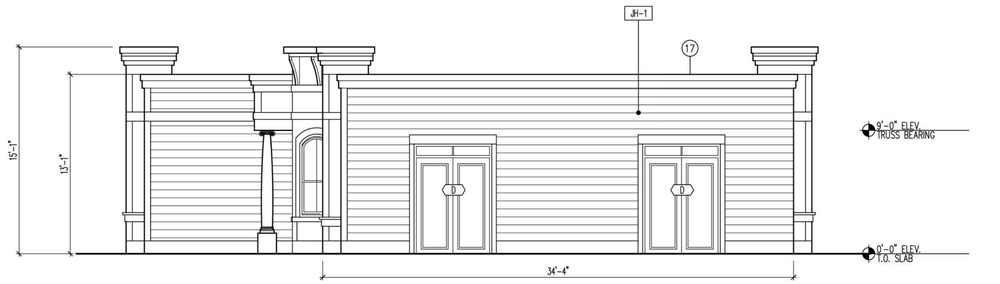
SHEET NUMBER
3-A201
BUILDING 3



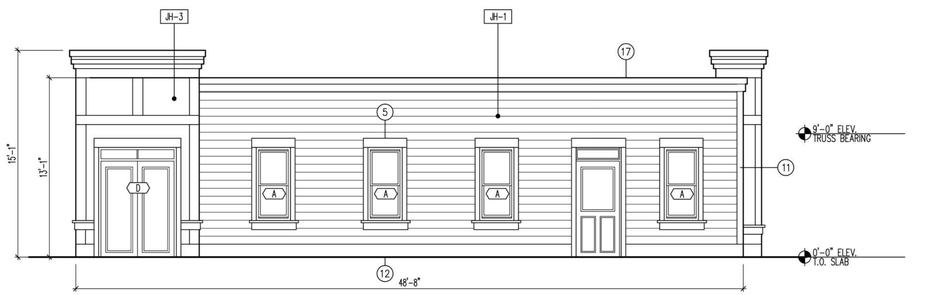
1 Exterior Elevation
4-A201 SCALE: 3/16"=1'-0"



2 Exterior Elevation
4-A201 SCALE: 3/16"=1'-0"



3 Exterior Elevation
4-A201 SCALE: 3/16"=1'-0"



4 Exterior Elevation
4-A201 SCALE: 3/16"=1'-0"

SMOOTH FACE HARDIE PANEL - PAINTED (YELLOW)

PLANK SIDING - PAINTED (GREEN)

COLUMNS / FASCIA / CORNICE / TRIM

WINDOWS

DOOR

Exterior Materials Schedule:

BRK-1	TYPE:	BRICK VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	TAN / BEIGE (TO BE SELECTED)
	LOCATION:	BUILDING 1
	NOTE:	
BRK-2	TYPE:	BRICK VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	REDDISH-ORANGE (TO BE SELECTED)
	LOCATION:	BUILDING 3
	NOTE:	
BRK-3	TYPE:	BRICK VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	RED (TO BE SELECTED)
	LOCATION:	BUILDING 6
	NOTE:	
S-1	TYPE:	STONE VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	BUILDING 1, BUILDING 2
	NOTE:	
S-2	TYPE:	STONE VENEER CAP
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	BUILDING 1, BUILDING 2, BUILDING 5
	NOTE:	
S-3	TYPE:	STRUCTURAL CAST STONE HEADER, SILL, JAMB DETAIL
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	
	NOTE:	
S-4	TYPE:	APPLIED STONE VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	BUILDING 5
	NOTE:	
JH-1	TYPE:	6" EXP. PLANK SIDING
	MANUFACTURER:	JAMES HARDIE
	COLOR:	–
	LOCATION:	–
	NOTE:	
JH-2	TYPE:	SHAKE SIDING
	MANUFACTURER:	JAMES HARDIE
	COLOR:	–
	LOCATION:	–
	NOTE:	
JH-3	TYPE:	SMOOTH PANEL SIDING
	MANUFACTURER:	JAMES HARDIE
	COLOR:	–
	LOCATION:	–
	NOTE:	
STO-1	TYPE:	HARD COAT STUCCO
	MANUFACTURER:	STO OR EQUAL
	COLOR:	T.B.D.
	LOCATION:	
	NOTE:	
MT-1	TYPE:	STANDING SEAM MTL. ROOFING
	MANUFACTURER:	–
	COLOR:	T.B.D.
	LOCATION:	ROOF
	NOTE:	
MT-2	TYPE:	BRAKE METAL
	MANUFACTURER:	–
	COLOR:	T.B.D.
	LOCATION:	COPING CAP
	NOTE:	
SH-1	TYPE:	ASPHALT SHINGLE
	MANUFACTURER:	–
	COLOR:	T.B.D.
	LOCATION:	ROOF
	NOTE:	

Notes:

1. ALL EXTERIOR GLASS TO BE CLR. LOW 'E' .
2. A SEPARATE SIGN SUBMITTAL IS REQUIRED. SUBMIT A SIGN DRAWING INDICATING DIMENSIONS, FABRICATION, COLORS OF MATERIALS, PLACEMENT ON STOREFRONT ELEVATIONS, AND MOUNTING AND SERVICING TECHNIQUES.
3. ALL MATERIALS MUST BE SUBMITTED TO BUILDING OWNER FOR APPROVAL
4. SUBMIT SHOP DRAWINGS TO OWNER/NEW CITY DESIGN GROUP FOR APPROVAL.

Elevation Keynotes:

1. ALUMINUM DOWNSPOUT
2. PAINTED WOOD LOUVER, RE: MECHANICAL DRAWINGS. NON-MECHANICAL LOCATIONS ARE FAUX LOUVERS AND REQUIRE INFILL PANEL & INSULATION APPLIED TO ATTIC-SIDE.
3. FAUX ATTIC WINDOW. PROVIDE INFILL FRAMING & INSULATION ON ATTIC-SIDE OF WALL
4. CUSTOM WOOD BRACKET/EAVE DETAIL.
5. 5/4 x 8 HEADER TRIM
6. 5/4 x 6 JAMB TRIM
8. 5/4 x 4 SILL TRIM
9. 5/4 x CONT. BASE BOARD TRIM 5/4 x TRIM CAP (RE: SECTIONS)
10. 5/4 x TRIM BAND WITH 5/4 x TRIM CAP (RE: SECTIONS)
11. 5/4 x 6 CORNER BOARD/TRIM
12. 5/4 x 8 CORNER BOARD/TRIM
13. 5/4 x 10 CORNER BOARD/TRIM
14. 5/4 x 12 CORNER BOARD/TRIM
15. PROJECTED SOLDIER COURSE HEADER
16. PROJECTED SOLDIER BAND DETAIL
17. METAL COPING CAP
18. HEAVY TIMBER COLUMN
19. DORMER
20. SOLDIER COURSE BAND DETAIL
21. HARDIE BOARD TRIM PANEL DETAIL, TYP.
22. BRICK VENEER
23. –
24. DECORATIVE CLOSED WINDOW SHUTTER DETAIL, TYP.
25. WROUGHT IRON BALCONY RAIL W/ DECORATIVE DETAILING
26. DECORATIVE WINDOW SHUTTER, TYP.
27. BRICK CORBEL CORNICE DETAIL

Key Plan: SCALE: N.T.S.

new city design group
1304 HILLSBOROUGH ST.
RALEIGH, NC 27605
919.831.1308
FAX 919.831.9737

02 OCTOBER 2020

THEODORE N VAN DYK REGISTERED ARCHITECT NO. 5072 NORTH CAROLINA RALEIGH N.C.

10/6/20

NEW CITY DESIGN GROUP PLLC REGISTERED ARCHITECTURAL CORPORATION CERT. NO. 51075 NORTH CAROLINA RALEIGH N.C.

–	☐ PROGRESS PRINT
–	☐ HEALTH DEPT. PLAN CHECK
08.28.20	■ BUILDING DEPT. PLAN CHECK
–	☐ BID SET
–	☐ CONSTRUCTION SET
–	☐ SUBMITTAL DOCUMENT

10.2.20 1 Town Comments

THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS PREPARED BY THE ARCHITECT FOR THIS PROJECT ARE INSTRUMENTS OF THE ARCHITECT'S SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, THE ARCHITECT SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT. THE ARCHITECT'S DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING BY THE ARCHITECT.

Oak Village Academy
Building 4 - "San Francisco"
Holly Springs, North Carolina

SITE PLAN SUBMITTAL

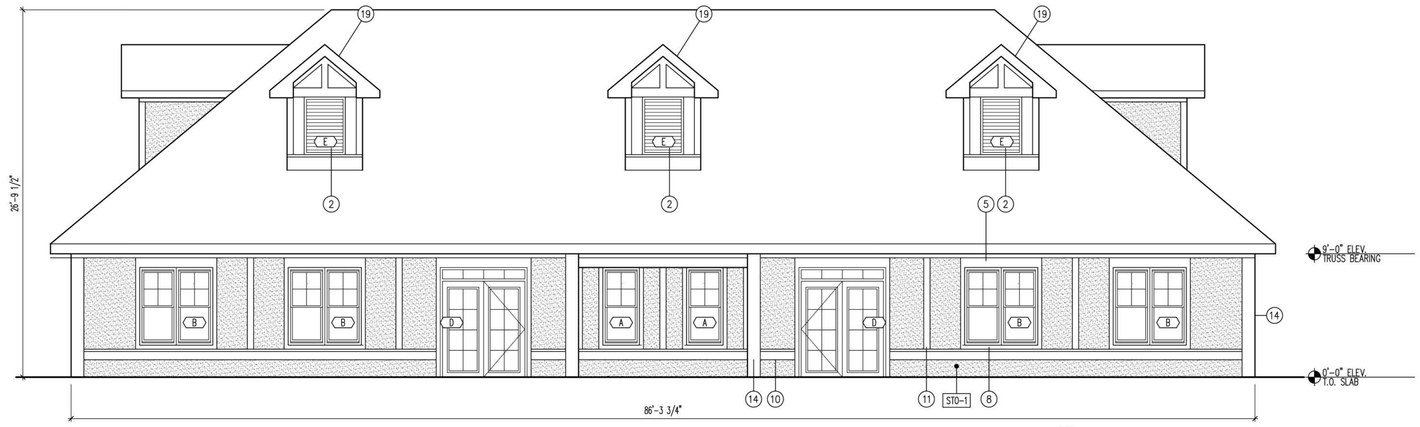
DESIGNER :	NCDG
DRAWN :	JCR
CHECKED :	–
SCALE :	AS SHOWN
JOB NUMBER :	7794E

SHEET TITLE
Exterior Elevations

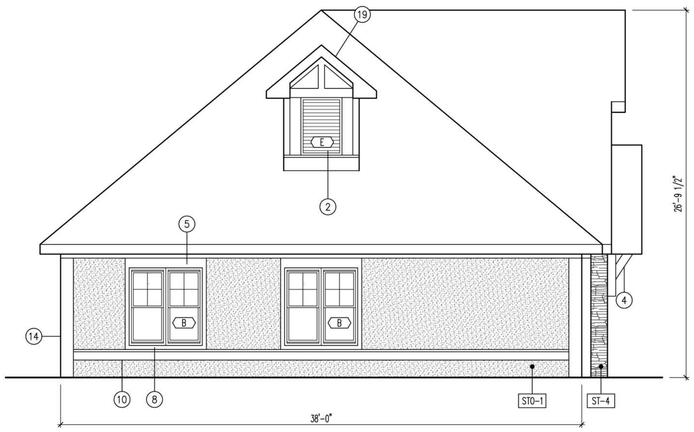
SHEET NUMBER
4-A201
BUILDING 4



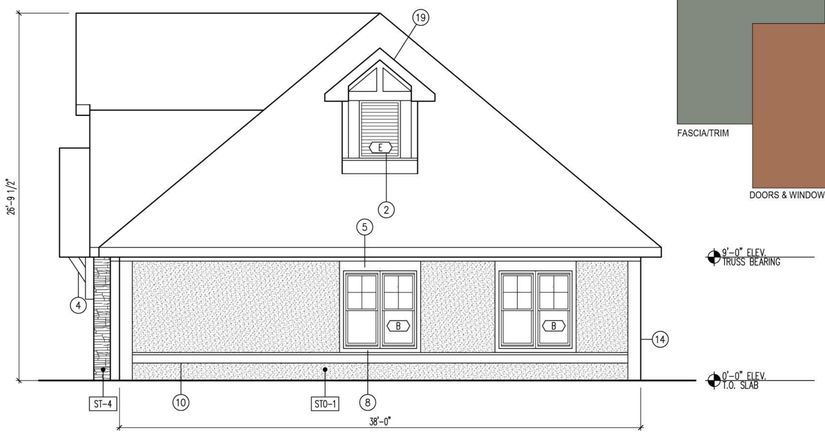
1 Exterior Elevation
5-A201 SCALE: 3/16"=1'-0"



2 Exterior Elevation
5-A201 SCALE: 3/16"=1'-0"



4 Exterior Elevation
5-A201 SCALE: 3/16"=1'-0"



3 Exterior Elevation
5-A201 SCALE: 3/16"=1'-0"



Exterior Materials Schedule:

BRK-1	TYPE:	BRICK VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	TAN / BEIGE (TO BE SELECTED)
	LOCATION:	BUILDING 1
	NOTE:	
BRK-2	TYPE:	BRICK VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	REDDISH-ORANGE (TO BE SELECTED)
	LOCATION:	BUILDING 3
	NOTE:	
BRK-3	TYPE:	BRICK VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	RED (TO BE SELECTED)
	LOCATION:	BUILDING 6
	NOTE:	
S-1	TYPE:	STONE VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	BUILDING 1, BUILDING 2
	NOTE:	
S-2	TYPE:	STONE VENEER CAP
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	BUILDING 1, BUILDING 2, BUILDING 5
	NOTE:	
S-3	TYPE:	STRUCTURAL CAST STONE HEADER, SILL, JAMB DETAIL
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	
	NOTE:	
S-4	TYPE:	APPLIED STONE VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	BUILDING 5
	NOTE:	
JH-1	TYPE:	6" EXP. PLANK SIDING
	MANUFACTURER:	JAMES HARDIE
	COLOR:	–
	LOCATION:	–
	NOTE:	
JH-2	TYPE:	SHAKE SIDING
	MANUFACTURER:	JAMES HARDIE
	COLOR:	–
	LOCATION:	–
	NOTE:	
JH-3	TYPE:	SMOOTH PANEL SIDING
	MANUFACTURER:	JAMES HARDIE
	COLOR:	–
	LOCATION:	–
	NOTE:	
STO-1	TYPE:	HARD COAT STUCCO
	MANUFACTURER:	STO OR EQUAL
	COLOR:	T.B.D.
	LOCATION:	
	NOTE:	
MT-1	TYPE:	STANDING SEAM MTL. ROOFING
	MANUFACTURER:	–
	COLOR:	T.B.D.
	LOCATION:	ROOF
	NOTE:	
MT-2	TYPE:	BRAKE METAL
	MANUFACTURER:	–
	COLOR:	T.B.D.
	LOCATION:	COPING CAP
	NOTE:	
SH-1	TYPE:	ASPHALT SHINGLE
	MANUFACTURER:	–
	COLOR:	T.B.D.
	LOCATION:	ROOF
	NOTE:	

Notes:

1. ALL EXTERIOR GLASS TO BE CLR. LOW 'E' .
2. A SEPARATE SIGN SUBMITTAL IS REQUIRED. SUBMIT A SIGN DRAWING INDICATING DIMENSIONS, FABRICATION, COLORS OF MATERIALS, PLACEMENT ON STOREFRONT ELEVATIONS, AND MOUNTING AND SERVICING TECHNIQUES.
3. ALL MATERIALS MUST BE SUBMITTED TO BUILDING OWNER FOR APPROVAL
4. SUBMIT SHOP DRAWINGS TO OWNER/NEW CITY DESIGN GROUP FOR APPROVAL.

Elevation Keynotes:

1. ALUMINUM DOWNSPOUT
2. PAINTED WOOD LOUVER, RE: MECHANICAL DRAWINGS. NON-MECHANICAL LOCATIONS ARE FAUX LOUVERS AND REQUIRE INFILL PANEL & INSULATION APPLIED TO ATTIC-SIDE.
3. FAUX ATTIC WINDOW. PROVIDE INFILL FRAMING & INSULATION ON ATTIC-SIDE OF WALL
4. CUSTOM WOOD BRACKET/EAVE DETAIL.
5. 5/4 x 8 HEADER TRIM
6. 5/4 x 6 JAMB TRIM
8. 5/4 x 4 SILL TRIM
9. 5/4 x CONT. BASE BOARD TRIM 5/4 x TRIM CAP (RE: SECTIONS)
10. 5/4 x TRIM BAND WITH 5/4 x TRIM CAP (RE: SECTIONS)
11. 5/4 x 6 CORNER BOARD/TRIM
12. 5/4 x 8 CORNER BOARD/TRIM
13. 5/4 x 10 CORNER BOARD/TRIM
14. 5/4 x 12 CORNER BOARD/TRIM
15. PROJECTED SOLDIER COURSE HEADER
16. PROJECTED SOLDIER BAND DETAIL
17. METAL COPING CAP
18. HEAVY TIMBER COLUMN
19. DORMER
20. SOLDIER COURSE BAND DETAIL
21. HARDIE BOARD TRIM PANEL DETAIL, TYP.
22. BRICK VENEER
23. –
24. DECORATIVE CLOSED WINDOW SHUTTER DETAIL, TYP.
25. WROUGHT IRON BALCONY RAIL W/ DECORATIVE DETAILING
26. DECORATIVE WINDOW SHUTTER, TYP.
27. BRICK CORBEL CORNICE DETAIL

Key Plan: SCALE: N.T.S.

new city design group
1304 HILLSBOROUGH ST.
RALEIGH, NC 27605
919.831.1308
FAX 919.831.9737

02 OCTOBER 2020

THEODORE N VAN DYK REGISTERED ARCHITECT NO. 5072 RALEIGH N.C.

10/02/20

NEW CITY DESIGN GROUP, PLLC REGISTERED ARCHITECTURAL COMPANY CERT. NO. 51075 NORTH CAROLINA RALEIGH N.C.

–	☐	PROGRESS PRINT
–	☐	HEALTH DEPT. PLAN CHECK
08.28.20	■	BUILDING DEPT. PLAN CHECK
–	☐	BID SET
–	☐	CONSTRUCTION SET
–	☐	SUBMITTAL DOCUMENT

10.2.20	1	Town Comments

THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS PREPARED BY THE ARCHITECT FOR THIS PROJECT ARE INSTRUMENTS OF THE ARCHITECT'S SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, THE ARCHITECT SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT. THE ARCHITECT'S DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING BY THE ARCHITECT.

Oak Village Academy
Building 5 - "Colorado"
Holly Springs, North Carolina

SITE PLAN SUBMITTAL

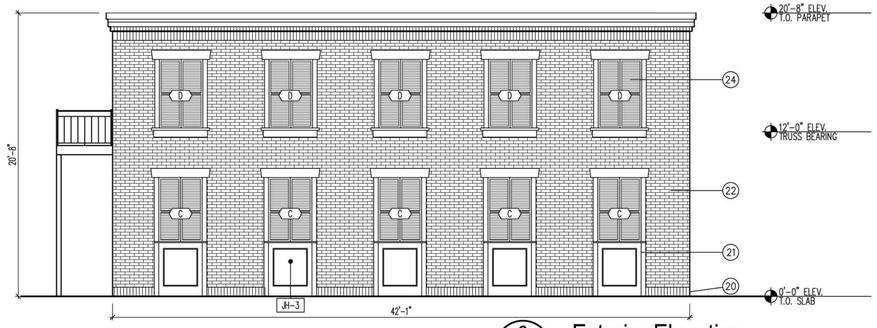
DESIGNER :	NCDG
DRAWN :	JCR
CHECKED :	–
SCALE :	AS SHOWN
JOB NUMBER :	7794E

SHEET TITLE
Exterior Elevations

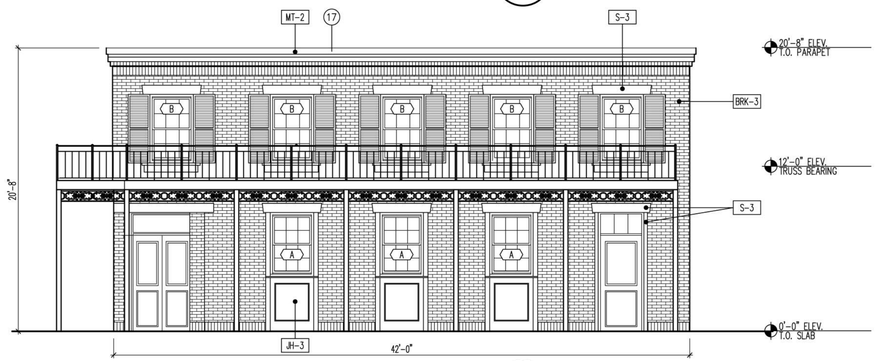
SHEET NUMBER
5-A201
BUILDING 5



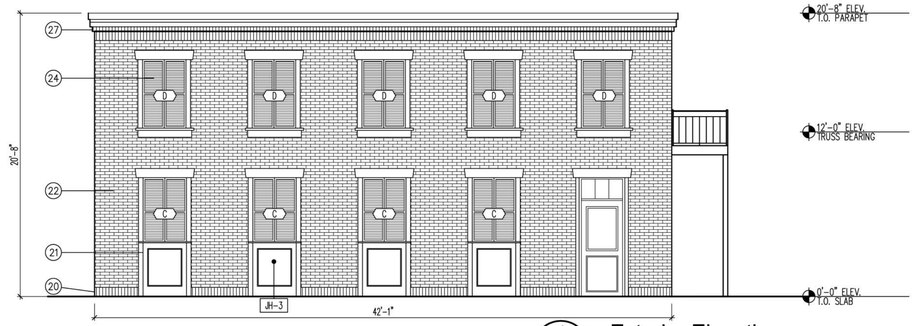
1 Exterior Elevation
6-A201 SCALE: 3/16"=1'-0"



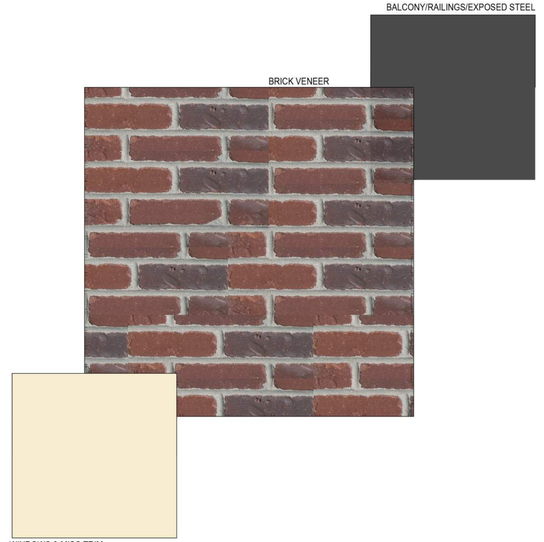
2 Exterior Elevation
6-A201 SCALE: 3/16"=1'-0"



3 Exterior Elevation
6-A201 SCALE: 3/16"=1'-0"



4 Exterior Elevation
6-A201 SCALE: 3/16"=1'-0"



Exterior Materials Schedule:

BRK-1	TYPE:	BRICK VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	TAN / BEIGE (TO BE SELECTED)
	LOCATION:	BUILDING 1
	NOTE:	
BRK-2	TYPE:	BRICK VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	REDDISH-ORANGE (TO BE SELECTED)
	LOCATION:	BUILDING 3
	NOTE:	
BRK-3	TYPE:	BRICK VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	RED (TO BE SELECTED)
	LOCATION:	BUILDING 6
	NOTE:	
S-1	TYPE:	STONE VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	BUILDING 1, BUILDING 2
	NOTE:	
S-2	TYPE:	STONE VENEER CAP
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	BUILDING 1, BUILDING 2, BUILDING 5
	NOTE:	
S-3	TYPE:	STRUCTURAL CAST STONE HEADER, SILL, JAMB DETAIL
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	
	NOTE:	
S-4	TYPE:	APPLIED STONE VENEER
	MANUFACTURER:	T.B.D.
	COLOR:	T.B.D.
	LOCATION:	BUILDING 5
	NOTE:	
JH-1	TYPE:	6" EXP. PLANK SIDING
	MANUFACTURER:	JAMES HARDIE
	COLOR:	–
	LOCATION:	–
	NOTE:	
JH-2	TYPE:	SHAKE SIDING
	MANUFACTURER:	JAMES HARDIE
	COLOR:	–
	LOCATION:	–
	NOTE:	
JH-3	TYPE:	SMOOTH PANEL SIDING
	MANUFACTURER:	JAMES HARDIE
	COLOR:	–
	LOCATION:	–
	NOTE:	
STO-1	TYPE:	HARD COAT STUCCO
	MANUFACTURER:	STO OR EQUAL
	COLOR:	T.B.D.
	LOCATION:	
	NOTE:	
MT-1	TYPE:	STANDING SEAM MTL. ROOFING
	MANUFACTURER:	–
	COLOR:	T.B.D.
	LOCATION:	ROOF
	NOTE:	
MT-2	TYPE:	BRAKE METAL
	MANUFACTURER:	–
	COLOR:	T.B.D.
	LOCATION:	COPING CAP
	NOTE:	
SH-1	TYPE:	ASPHALT SHINGLE
	MANUFACTURER:	–
	COLOR:	T.B.D.
	LOCATION:	ROOF
	NOTE:	

Notes:

1. ALL EXTERIOR GLASS TO BE CLR. LOW 'E' .
2. A SEPARATE SIGN SUBMITTAL IS REQUIRED. SUBMIT A SIGN DRAWING INDICATING DIMENSIONS, FABRICATION, COLORS OF MATERIALS, PLACEMENT ON STOREFRONT ELEVATIONS, AND MOUNTING AND SERVICING TECHNIQUES.
3. ALL MATERIALS MUST BE SUBMITTED TO BUILDING OWNER FOR APPROVAL
4. SUBMIT SHOP DRAWINGS TO OWNER/NEW CITY DESIGN GROUP FOR APPROVAL.

Elevation Keynotes:

1. ALUMINUM DOWNSPOUT
2. PAINTED WOOD LOUVER. RE: MECHANICAL DRAWINGS. NON-MECHANICAL LOCATIONS ARE FAUX LOUVERS AND REQUIRE INFILL PANEL & INSULATION APPLIED TO ATTIC-SIDE.
3. FAUX ATTIC WINDOW. PROVIDE INFILL FRAMING & INSULATION ON ATTIC-SIDE OF WALL.
4. CUSTOM WOOD BRACKET/EAVE DETAIL.
5. 5/4 x 8 HEADER TRIM
6. 5/4 x 6 JAMB TRIM
7. 5/4 x 4 SILL TRIM
8. 5/4 x CONT. BASE BOARD TRIM 5/4 x TRIM CAP (RE: SECTIONS)
9. 5/4 x TRIM BAND WITH 5/4 x TRIM CAP (RE: SECTIONS)
10. 5/4 x 6 CORNER BOARD/TRIM
11. 5/4 x 8 CORNER BOARD/TRIM
12. 5/4 x 10 CORNER BOARD/TRIM
13. 5/4 x 12 CORNER BOARD/TRIM
14. PROJECTED SOLDIER COURSE HEADER
15. PROJECTED SOLDIER BAND DETAIL
16. METAL COPING CAP
17. HEAVY TIMBER COLUMN
18. DORMER
19. SOLDIER COURSE BAND DETAIL
20. HARDIE BOARD TRIM PANEL DETAIL, TYP.
21. BRICK VENEER
22. –
23. DECORATIVE CLOSED WINDOW SHUTTER DETAIL, TYP.
24. WROUGHT IRON BALCONY RAIL W/ DECORATIVE DETAILING
25. DECORATIVE WINDOW SHUTTER, TYP.
26. BRICK CORBEL CORNICE DETAIL

Key Plan:

SCALE: N.T.S.

new city design group
1304 HILLSBOROUGH ST.
RALEIGH, NC 27605
919.831.1308
FAX 919.831.9737

02 OCTOBER 2020

THEODORE N VAN DYK REGISTERED ARCHITECT NO. 5078 NORTH CAROLINA RALEIGH N.C.

10/02/20

NEW CITY DESIGN GROUP PLLC REGISTERED ARCHITECTURAL COMPANY CERT. NO. 51075 NORTH CAROLINA RALEIGH N.C.

_	■	PROGRESS PRINT
_	□	HEALTH DEPT. PLAN CHECK
08.28.20	□	BUILDING DEPT. PLAN CHECK
_	□	BID SET
_	□	CONSTRUCTION SET
_	□	SUBMITTAL DOCUMENT

10.2.20 1 Town Comments

THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS PREPARED BY THE ARCHITECT FOR THIS PROJECT ARE INSTRUMENTS OF THE ARCHITECT'S SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, THE ARCHITECT SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT. THE ARCHITECT'S DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING BY THE ARCHITECT.

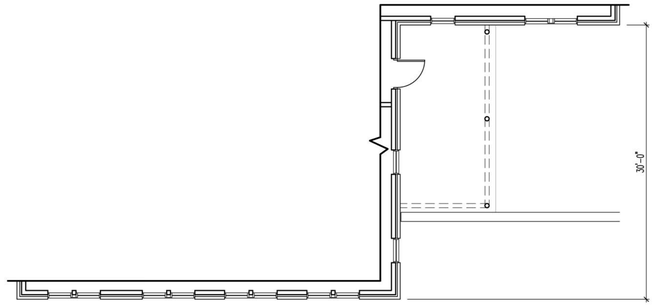
Oak Village Academy
Multi-Purpose Building 6 - "New Orleans"
Holly Springs, North Carolina

SITE PLAN SUBMITTAL

DESIGNER :	TGH
DRAWN :	TGH
CHECKED :	TGH
	AS SHOWN
JOB NUMBER :	7794E

SHEET TITLE
Exterior Elevations

SHEET NUMBER
6-A201
BUILDING 6



Material Calculations:

S. Main St Elevation - Building 3

TOTAL FACADE AREA:	740 S.F.
AREA OF GLAZING:	158 S.F.
TOTAL WALL AREA OF PRIMARY BUILDING MATERIALS:	582 S.F.
PRIMARY BUILDING MATERIALS: COMMERCIAL (60% REQUIRED):	444 S.F.
PRIMARY BUILDING MATERIALS: COMMERCIAL (79% PROVIDED):	582 S.F.

S. Main St. Elevation - Building 1

TOTAL FACADE AREA:	724 S.F.
AREA OF GLAZING:	217 S.F.
TOTAL WALL AREA OF PRIMARY BUILDING MATERIALS:	507 S.F.
PRIMARY BUILDING MATERIALS: COMMERCIAL (60% REQUIRED):	434 S.F.
PRIMARY BUILDING MATERIALS: COMMERCIAL (70% PROVIDED):	507 S.F.

Primary Building Materials:

BASE STONE | BRICK | STUCCO | PRE-CAST CONCRETE SILL/HEAD

Elevation Keynotes:

Human Scale Callouts:

- (H1) 8" BRICK SOLDIER BASE COURSE
- (H2) 4" CAST STONE SILL
- (H3) 8" BRICK SOLDIER COURSE WINDOW HEADER
- (H4) 8" TALL CAST STONE HEADER

Typical Building Callouts:

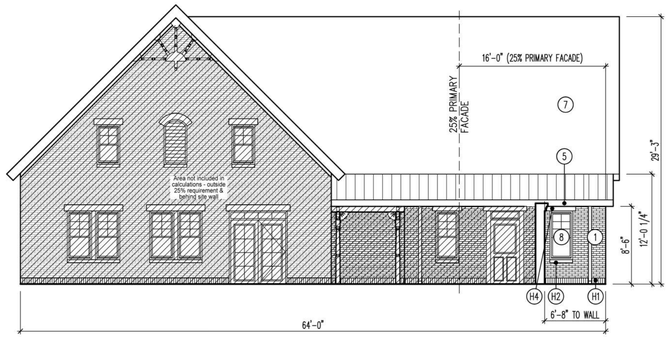
- (1) BRICK VENEER
- (2) STONE VENEER
- (3) STUCCO
- (4) CAST STONE SILL/HEAD
- (5) FASCIA TRIM
- (6) DECORATIVE WOOD ELEMENTS BY OWNER
- (7) SHINGLE ROOF
- (8) INSULATED WINDOWS



Building 3- S. Main Street

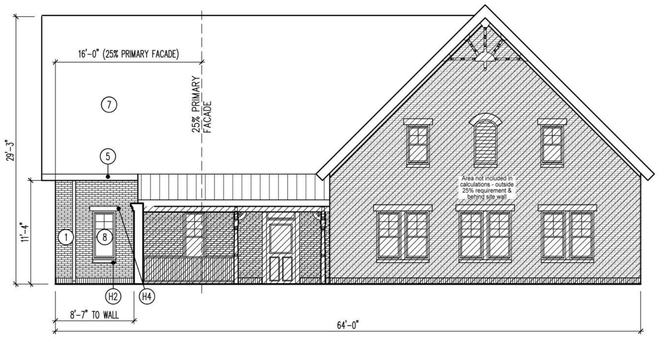
GLASS SURFACE AREA:
FIRST 10' ABOVE GRADE – UNDER 25,000 SF
INSTITUTIONAL USE – 20% MIN.
GLASS AREA: 124 SF/416 SF = 30%

BASE, BODY, CAP %	
BASE:	±4%
BODY:	96%
CAP:	0%



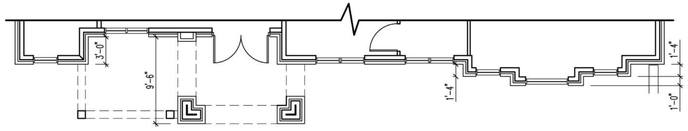
Building 3 - North

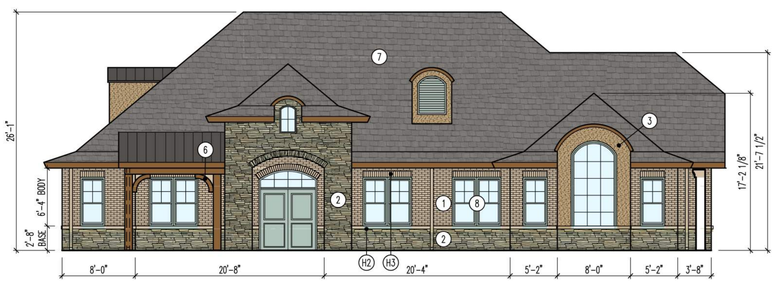
GLASS SURFACE AREA:
FIRST 10' ABOVE GRADE – UNDER 25,000 SF
INSTITUTIONAL USE – 20% MIN.
GLASS AREA: 13 SF/160 SF = 8%



Building 3 - South

GLASS SURFACE AREA:
FIRST 10' ABOVE GRADE – UNDER 25,000 SF
INSTITUTIONAL USE – 20% MIN.
GLASS AREA: 24 SF/160 SF = 15%

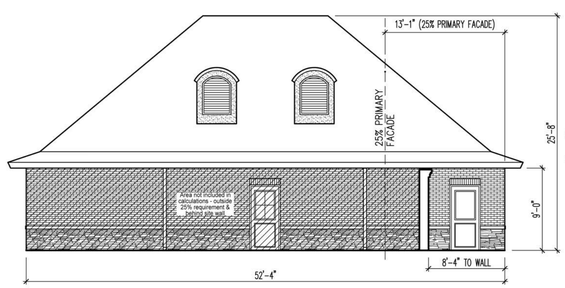




Building 1 - S. Main Street

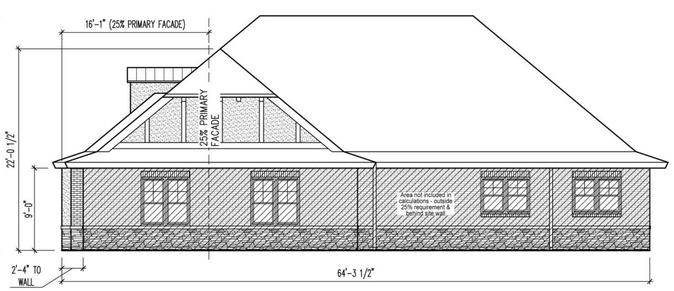
GLASS SURFACE AREA:
FIRST 10' ABOVE GRADE – UNDER 25,000 SF
INSTITUTIONAL USE – 20% MIN.
GLASS AREA: 210 SF/646 SF = 33%

BASE, BODY, CAP %	
BASE:	26%
BODY:	74%
CAP:	0%



Building 1 - North

GLASS SURFACE AREA:
FIRST 10' ABOVE GRADE – UNDER 25,000 SF
INSTITUTIONAL USE – 20% MIN.
GLASS AREA: 24 SF/160 SF = 15%



Building 1 - South

GLASS SURFACE AREA:
FIRST 10' ABOVE GRADE – UNDER 25,000 SF
INSTITUTIONAL USE – 20% MIN.
GLASS AREA: 28 SF/160 SF = 18%



1 A207 **S. Main Street Elevation** West
SCALE: 1/8" = 1'-0"

new city design group
1304 HILLSBOROUGH ST.
RALEIGH, NC 27605
919.831.1308
FAX 919.831.9737

02 OCTOBER 2020

THEODORE N. VAN DYK REGISTERED ARCHITECT NO. 15071 NORTH CAROLINA RALEIGH N.C.

10/02/20

NEW CITY DESIGN GROUP, PLLC REGISTERED ARCHITECTURAL CORPORATION CERT. NO. 51075 NORTH CAROLINA RALEIGH N.C.

–	☐	PROGRESS PRINT
–	☐	HEALTH DEPT. PLAN CHECK
08.28.20	■	BUILDING DEPT. PLAN CHECK
–	☐	BID SET
–	☐	CONSTRUCTION SET
–	☐	SUBMITTAL DOCUMENT

10.2.20 1 Town Comments

THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS PREPARED BY THE ARCHITECT FOR THIS PROJECT ARE INSTRUMENTS OF THE ARCHITECT'S SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND UNLESS OTHERWISE PROVIDED, THE ARCHITECT SHALL BE DEEMED THE AUTHOR OF THESE DOCUMENTS AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT. THE ARCHITECT'S DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENTS SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING BY THE ARCHITECT.

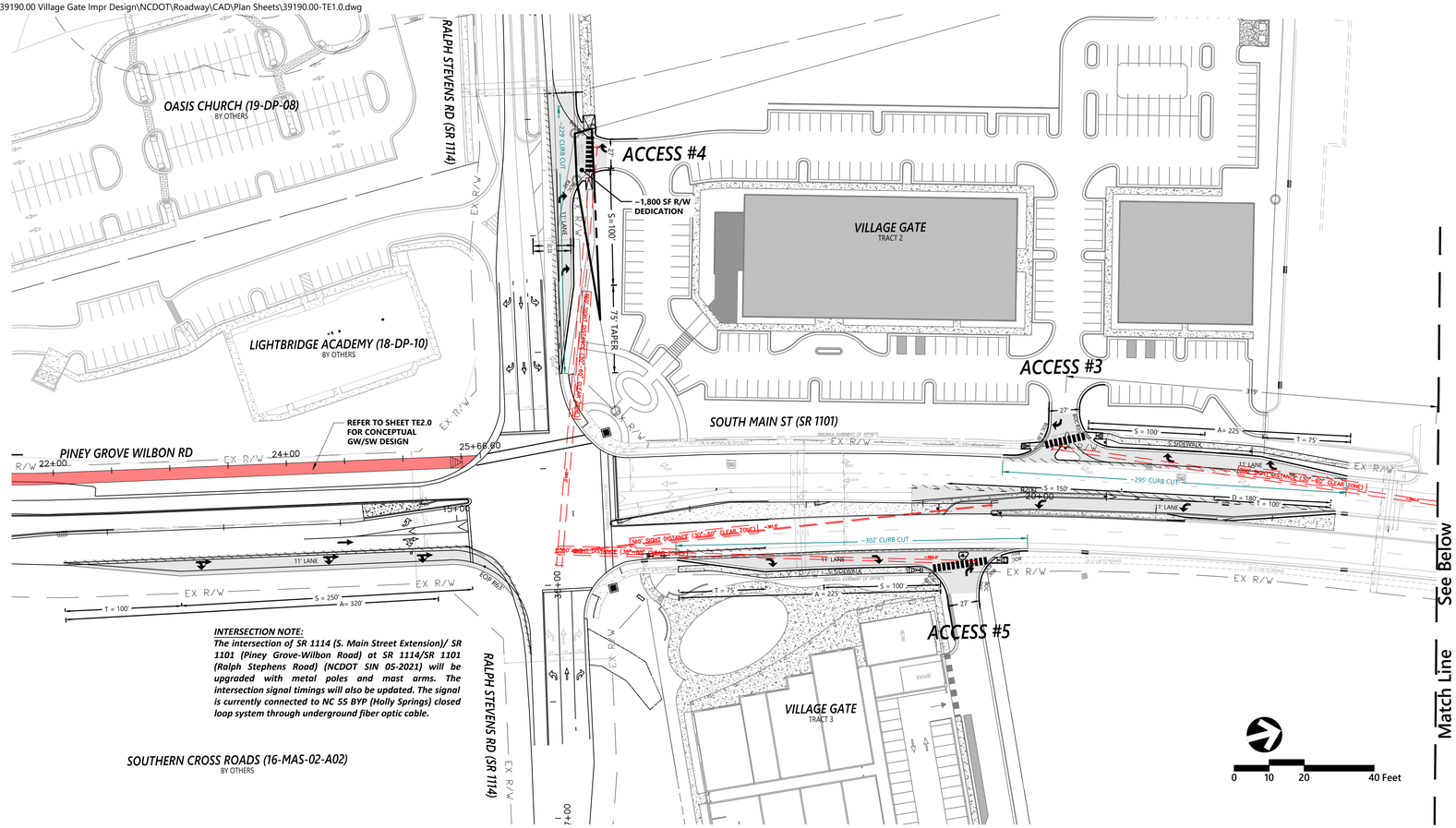
Oak Village Academy
Exterior Elevations
Holly Springs, North Carolina

SITE PLAN SUBMITTAL

DESIGNER :	NCDG
DRAWN :	JCR
CHECKED :	–
SCALE :	AS SHOWN
JOB NUMBER :	7794E

SHEET TITLE
Front Facade Elevation & Calculations

SHEET NUMBER
A207



INTERSECTION NOTE:
The intersection of SR 1114 (S. Main Street Extension)/ SR 1101 (Piney Grove-Wilbon Road) at SR 1114/SR 1101 (Ralph Stephens Road) (NCDOT SIN 05-2021) will be upgraded with metal poles and mast arms. The intersection signal timings will also be updated. The signal is currently connected to NC 55 BYP (Holly Springs) closed loop system through underground fiber optic cable.

See Below

Match Line

See Above

Match Line

HATCH LEGEND

1.5" MILL AND OVERLAY

FULL DEPTH ASPHALT PAVING

COMMITTED TRANSPORTATION IMPROVEMENTS:

The Developer shall design, construct, and permit the following Public Infrastructure relating to Transportation:

a. The conversion of a 4-way signalized intersection located at South Main Street and Piney Grove Wilbon/Ralph Stephens Road to a mast-arm signal, according to Town standard specifications. Prior to construction, Developer shall submit plans to the Town and NCDOT for approval, and shall make any such modifications required for approval.

b. Construction of a through-turn lane at the southeastern quadrant of the intersection described above, according to plans and specifications approved by the Town and NCDOT. The Town has collected certain funds from third party developers and shall make those funds available to the Developer for the Actual Construction Costs of this Public Infrastructure.

c. Construction of Approximately 2,500 linear feet of pedestrian sidewalk/greenway along public right of way (existing or proposed), from the southernmost point of the Project to the intersection of Bayham Drive and Piney Grove Wilbon. The Town shall allow a dollar-for-dollar credit against Parks and Recreation fees in lieu for any Actual Construction Cost for this Public Infrastructure which exceeds 2,000 linear feet. The Town shall be solely responsible for acquiring and paying for any land acquisition necessary for this sidewalk/greenway.

c. Developer shall construct all transportation-related Public Infrastructure for the Project as shown on the Concept Plans, which meet the ordinary development requirements of the Town, EXCEPT that the Developer shall not provide vehicular connection to Tract 1 (the Age-restricted residential project) through the adjacent tract. In lieu of this requirement, Developer shall provide an emergency access connection for emergency vehicles with a Knox box.

d. Developer shall contribute $105,000 to the Town for a fee in lieu of upgrades to NC 55.

e. Developer shall be allowed to only construct a road stub to the adjacent Crossroads property through Tract 3 and shall not be required to construct any such transportation improvements beyond its property line.

GENERAL NOTES

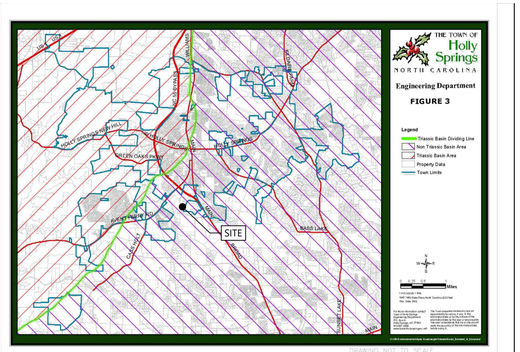
1. ALL CONSTRUCTION AND MATERIALS WITHIN NCDOT ROW TO MEET NORTH CAROLINA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS AND DESIGN STANDARDS.
2. THE CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND MEASUREMENTS AND ADVISE ENGINEER OR OWNER OF ANY DISCREPANCIES, BEFORE PROCEEDING WITH CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT NC 811 BEFORE EXCAVATION IS TO OCCUR.
3. PROJECT BOUNDARY INFORMATION, TOPOGRAPHIC DATA, AND EXISTING UNDERGROUND UTILITIES WERE OBTAINED FROM FIELD SURVEY PROVIDED BY BATEMAN CIVIL SURVEY. ANY INFORMATION SHOWN IS NOT GUARANTEED TO BE ACCURATE OR COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY SUCH INFORMATION, BY GPR OR SIMILAR METHOD, PRIOR TO COMMENCING WORK. (SEE NOTE 2).
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL DETOURING AND CONSTRUCTION SIGNAGE.
5. ALL DIMENSIONS ARE IN FEET, UNLESS OTHERWISE NOTED.
6. COORDINATE WITH LOCAL UTILITY COMPANIES AS REQUIRED.
7. DESIGN SPEED = 40 MPH.

SIGHT DISTANCE NOTES

1. HORIZONTAL SIGHT DISTANCE FOR EACH TRACT IS 360'.
2. VERTICAL CLEAR ZONE SHALL BE BETWEEN 30" AND 60" ALONG ENTIRE LENGTH OF HORIZONTAL LINE OF SIGHT AS PREVIOUSLY STATED.

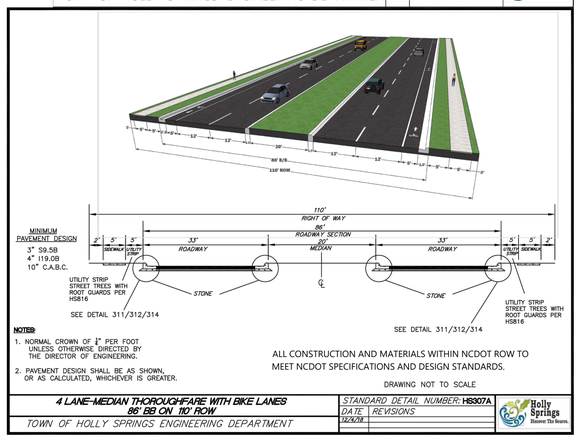
PAVEMENT DESIGN NOTES

1. SITE IS NOT LOCATED WITHIN THE TRASSIC BASIN AS PER HOLLY SPRINGS STANDARD DETAIL HS356.
2. PAVEMENT DESIGN WITH NCDOT RIGHT-OF-WAY TO BE REVIEWED AND APPROVED BY NCDOT. THE MOST RESTRICTIVE CROSS-SECTION BETWEEN THE MINIMUM DESIGN, CALCULATED PAVEMENT DESIGN, AND NCDOT DESIGN WILL APPLY.



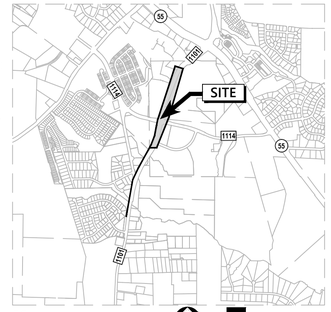
TRIASSIC BASIN DIVIDING LINE

TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT



vhb.com

VHB Engineering NC, P.C.
940 Main Campus Drive
Suite 500
Raleigh, NC 27606
919.829.0328
Corp. # C-3705



NORTH CAROLINA PROFESSIONAL ENGINEER SEAL BRYAN K. EDWARDS

PRELIMINARY - NOT FOR CONSTRUCTION

Village Gate Improvement Design

SR 1101/SR 1114
Holly Springs, North Carolina

No.	Revision	Date	Appvd.
A	20-MAS-03/20-SEU-09 - 2nd SUBMMISSION	8/28/2020	BKE
B	20-MAS-03/20-SEU-09 - 3rd SUBMMISSION	10/2/2020	BKE

Designed by BKE | Checked by VHB

Issued for

Date July 6th, 2020

Preliminary - Not for Construction

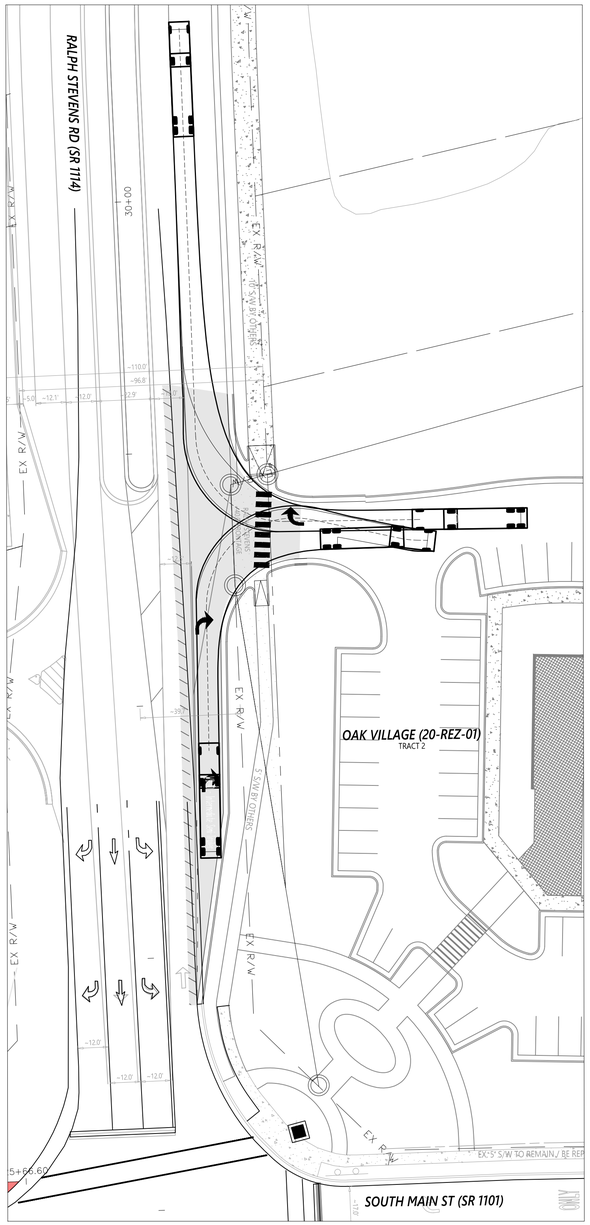
Drawing Title
Overall Offsite Transportation Plan

Drawing Number
TE 1.0

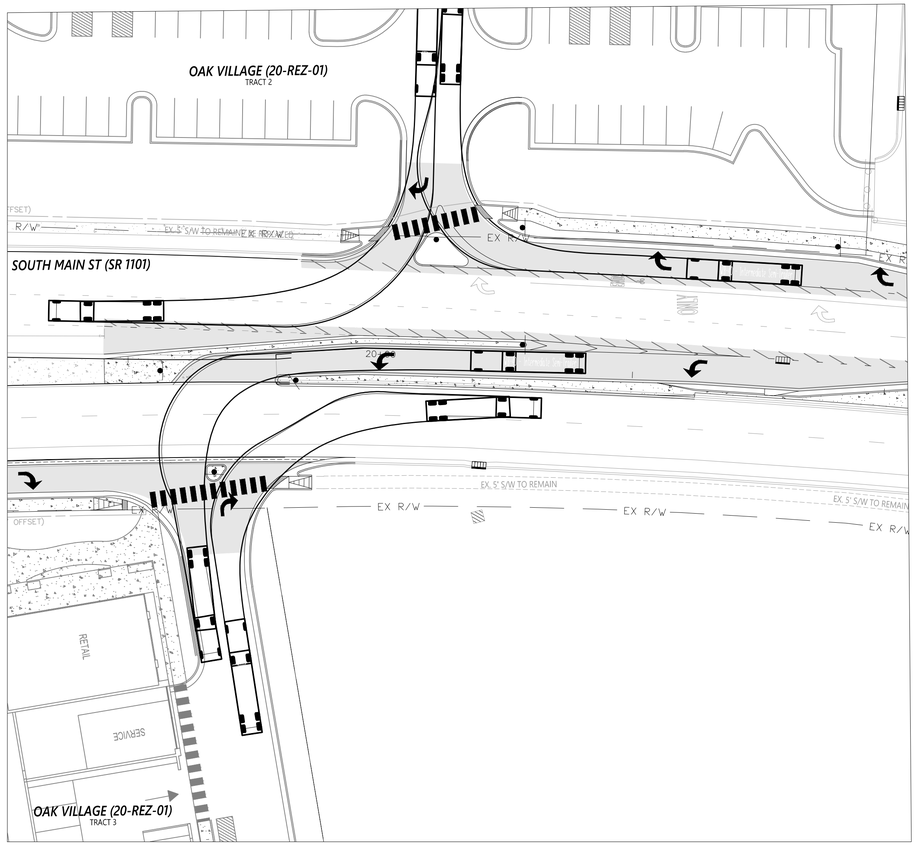
Sheet of 10

Project Number 391900.00

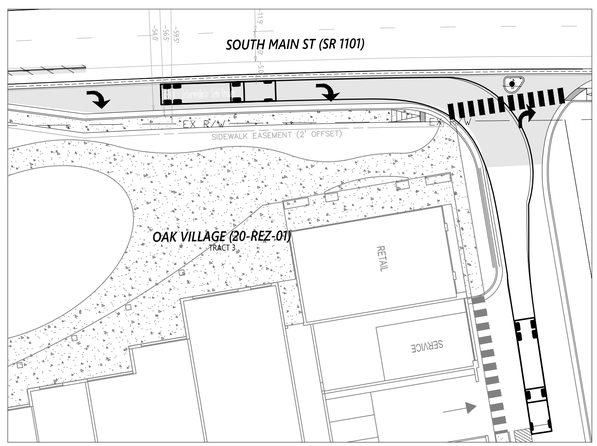
Saved Friday, September 25, 2020 11:42:25 AM BEDWARDS Plotted Friday, September 25, 2020 12:01:29 PM Edwards, Brian



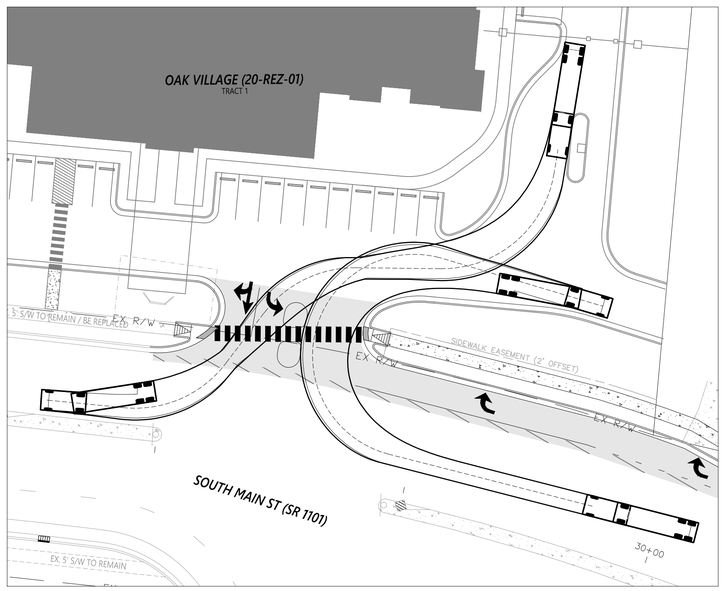
TRACT2 ACCESS 4 - WB-40 TURNING MOVEMENTS



TRACT 2/3 ACCESS 3/5 - WB-40 TURNING MOVEMENTS



TRACT 3 ACCESS 5 - NB WB-40 TURNING MOVEMENT



TRACT 1 ACCESS 1 - WB-40 TURNING MOVEMENTS

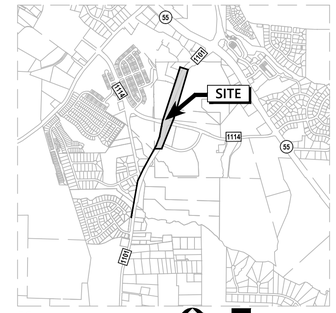
0 10 20 40 Feet

HATCH LEGEND

- 1.5" MILL AND OVERLAY
- FULL DEPTH ASPHALT PAVING

vhb.com

VHB Engineering NC, P.C.
940 Main Campus Drive
Suite 500
Raleigh, NC 27606
919.829.0328
Corp. # C-3705



NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 042324 BRIAN K. EDWARDS

- PRELIMINARY
NOT FOR CONSTRUCTION

Village Gate Improvement Design

SR 1101/SR 1114
Holly Springs, North Carolina

No.	Revision	Date	Appvd.
A	20-MAS-03/20-SEU-09 - 2nd SUBMMISSION	8/28/2020	BKE
B	20-MAS-03/20-SEU-09 - 3rd SUBMMISSION	10/2/2020	BKE

Designed by BKE
Checked by VHB
Issued for Preliminary - Not for Construction
Date July 6th, 2020

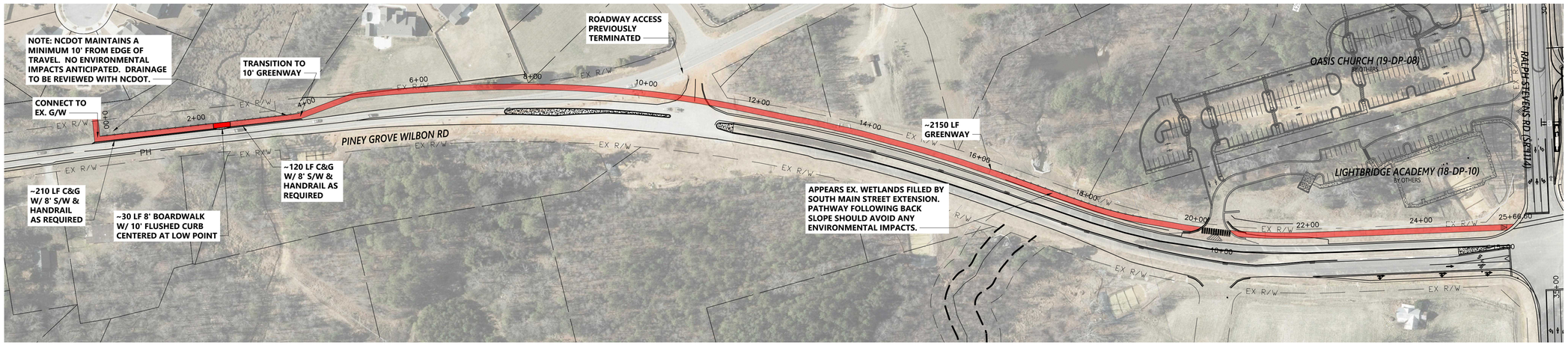
Drawing Title
SITE ACCESS WB-40 TURNING MOVEMENT EXHIBITS

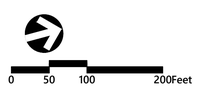
Drawing Number
TE 1.1

Sheet 10 of

Project Number 391900.00

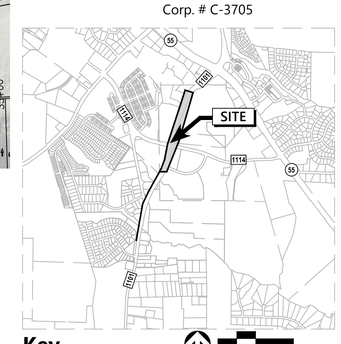
Saved Friday, September 25, 2020 11:42:25 AM BEDWARDS Plotted Friday, September 25, 2020 12:04:30 PM Edwards, Brian



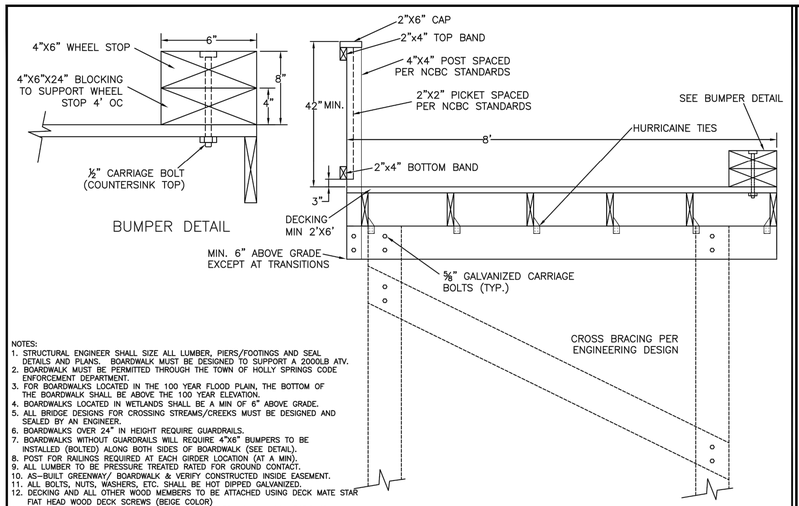


GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIALS WITHIN NCDOT ROW TO MEET NORTH CAROLINA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS AND DESIGN STANDARDS. GREENWAY AND BOARDWALK TO BE DESIGNED AS PER THE TOWN OF HOLLY SPRINGS DETAILS SHOWN ON THIS SHEET.
2. THE CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND MEASUREMENTS AND ADVISE ENGINEER OR OWNER OF ANY DISCREPANCIES, BEFORE PROCEEDING WITH CONSTRUCTION WORK. CONTRACTOR SHALL CONTACT NC 811 BEFORE EXCAVATION IS TO OCCUR.
3. PROJECT BOUNDARY INFORMATION, TOPOGRAPHIC DATA, AND EXISTING UNDERGROUND UTILITIES WERE OBTAINED FROM FIELD SURVEY PROVIDED BY BATEMAN CIVIL SURVEY. ANY INFORMATION SHOWN IS NOT GUARANTEED TO BE ACCURATE OR COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY SUCH INFORMATION, BY GPR OR SIMILAR METHOD, PRIOR TO COMMENCING WORK. (SEE NOTE 2).
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL DETOURING AND CONSTRUCTION SIGNAGE.
5. ALL DIMENSIONS ARE IN FEET, UNLESS OTHERWISE NOTED.
6. COORDINATE WITH LOCAL UTILITY COMPANIES AS REQUIRED.
7. DESIGN SPEED = 40 MPH.



Key
1": 2000'
0 1000 2000 Feet
WAKE COUNTY GIS

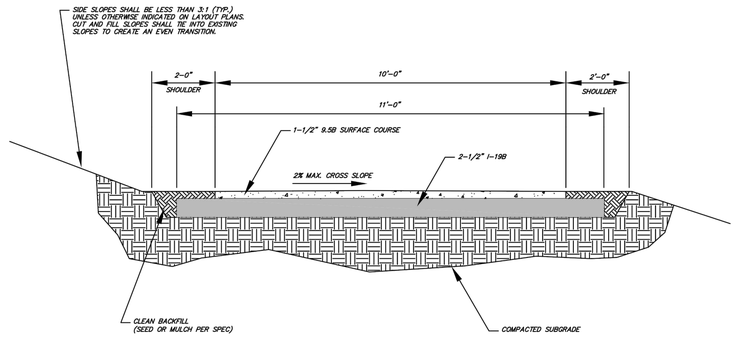


BUMPER DETAIL

NOTES:
1. STRUCTURAL ENGINEER SHALL SIZE ALL LUMBER, PIERS/FOOTINGS AND SEAL DETAILS AND PLANS. BOARDWALK MUST BE DESIGNED TO SUPPORT A 2000LB ATV.
2. BOARDWALK MUST BE PERMITTED THROUGH THE TOWN OF HOLLY SPRINGS CODE ENFORCEMENT DEPARTMENT.
3. FOR BOARDWALKS LOCATED IN THE 100 YEAR FLOOD PLAIN, THE BOTTOM OF THE BOARDWALK SHALL BE ABOVE THE 100 YEAR ELEVATION.
4. BOARDWALKS LOCATED IN WETLANDS SHALL BE A MIN OF 6" ABOVE GRADE.
5. ALL BRIDGE DESIGNS FOR CROSSING STREAMS/CREEKS MUST BE DESIGNED AND SEALED BY AN ENGINEER.
6. BOARDWALKS OVER 24" IN HEIGHT REQUIRE GUARDRAILS.
7. BOARDWALKS WITHOUT GUARDRAILS WILL REQUIRE 4"X6" BUMPERS TO BE INSTALLED (BOLTED) ALONG BOTH SIDES OF BOARDWALK (SEE DETAIL).
8. POST FOR RAILINGS REQUIRED AT EACH GIRDER LOCATION (AT A MIN).
9. ALL LUMBER TO BE PRESSURE TREATED RATED FOR GROUND CONTACT.
10. AS-BUILT GREENWAY/ BOARDWALK & VERIFY CONSTRUCTED INSIDE EASEMENT.
11. ALL BOLTS, NUTS, WASHERS, ETC. SHALL BE HOT DIPPED GALVANIZED.
12. DECKING AND ALL OTHER WOOD MEMBERS TO BE ATTACHED USING DECK MATE STAR FIAT HEAD WOOD DECK SCREWS (BEIGE COLOR)
(ALL WOODEN MEMBERS SHALL BE BOLTED OR SCREWED NO NAIL CONNECTIONS)
13. PROVIDE 8'X6' BUMPOUT IN BOARDWALK EVERY 300' FOR VEHICLE TURN AROUND AS PER PARK AND RECREATION DEPARTMENT.

DRAWING NOT TO SCALE

8FT RAISED BOARDWALK/ GREENWAY TRAIL	STANDARD DETAIL NUMBER: HS339	
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE 7/24/18	REVISIONS



NOTES:

1. CROSS SLOPE DIRECTION VARIES. SEE LAYOUT PLANS FOR DIRECTION OF SLOPE.
2. CONTRACTOR IS RESPONSIBLE FOR RE-ESTABLISHING ALL SLOPES DISTURBED BY CONSTRUCTION.

DRAWING NOT TO SCALE

10' ASPHALT GREENWAY TRAIL	STANDARD DETAIL NUMBER: HS340	
TOWN OF HOLLY SPRINGS ENGINEERING DEPARTMENT	DATE 7/24/18	REVISIONS

vhb.com
VHB Engineering NC, P.C.
940 Main Campus Drive
Suite 500
Raleigh, NC 27606
919.829.0328
Corp. # C-3705

PRELIMINARY
NOT FOR CONSTRUCTION

Village Gate Improvement Design

SR 1101/SR 1114
Holly Springs, North Carolina

No.	Revision	Date	Appvd.
A	20-MAS-03/20-SEU-09 - 2nd SUBMMISSION	8/28/2020	BKE
B	20-MAS-03/20-SEU-09 - 3rd SUBMMISSION	10/2/2020	BKE

Designed by BKE
Checked by VHB
Issued for Preliminary - Not for Construction
Date July 6th, 2020

Drawing Title
Greenway/Sidewalk Conceptual Design Plan

Drawing Number
TE 2.0

Sheet 10 of

Project Number
391900.00

Saved Friday, September 25, 2020 9:42:15 AM BEDWARDS Plotted Friday, September 25, 2020 12:05:54 PM Edwards, Brian

Memorandum

To: Sean Ryan, AICP
Town of Holly Springs

Date: October 1, 2020

Project #: 39190.00

From: Baohong Wan, PhD, PE
Senior Project Manager

Re: Village Gate Tract 3 Alternate Parking Plan

This memorandum summarizes the standard parking space requirements and parking reduction calculations under an Alternate Parking Plan for the proposed Village Gate Tact 3 development at the southeast corner of the South Main Street and Ralph Stevens Road intersection in Holly Springs, NC. Per the most recent development plans, Tract 3 will consist of the following uses:

- A mixed-use building (Solaris) with 160 multifamily dwelling units and 21,000 SF of retail
- A daycare/academy (160 students, 25 staff)

Standard Parking Space Requirements

Standard parking space requirements are calculated based on the rates included in the Town of Holly Springs Unified Development Ordinance (UDO), Section 7.04, Off-Street Parking Regulations. The following off-street parking space requirements listed in the UDO are applicable to the proposed development:

- Apartments and Condominiums, Multifamily Dwellings: 1.75 parking spaces per dwelling unit, plus an additional ten (10) percent of the total amount of spaces required for the entire project on a per unit basis as guest parking.
- Integrated Centers: If the total gross leasable floor area of an integrated center is less than 400,000 square feet, four (4) parking spaces per one thousand (1,000) square feet of gross leasable floor area, including those areas designated for outdoor seating for restaurants, shall be required.
- Day Nurseries, Child Care Centers, Child Care Ministry, Kindergartens, Nursery Schools: One (1) parking space for each eight (8) pupils based upon maximum capacity plus one space per two (2) employees. All guest parking shall be located as such that all residents will be able to enjoy the use of guest parking and that the guest parking spaces be dispersed throughout the project 160 multifamily dwelling units: and a 150-student daycare/academy (approximately 16,800 SF)

As shown in the table below, a total of 425 spaces would be required for the proposed Village Gate Tract 3 development based on the standard parking space requirements:

Land Use	Density (SF/DU/Person)	Rate	Additional Requirement	Parking Space Requirement
Retail (Solaris)	21,000	4.00/1000 SF	-	84
Residential (Solaris)	160	1.75/DU	x 1.1	308
Preschool (Student)	160	1/8 Students	-	20
Preschool (Employee)	25	1/2 Employees	-	13
Total Standard Parking Space Requirement				425

Venture I
940 Main Campus Drive, Suite 500
Raleigh, NC 27606-5217
P 919.829.0328

Parking Reduction Under Alternate Parking Plan

As required by the Town, reductions for combined off-street parking are calculated under an Alternative Parking Plan for the proposed Village Gate Tract 3. The following parking demand reduction percentages are included in the UDO Section 7.04, Table 7.04-B:

Use	Weekday		Weekend		
	Daytime	Evening	Daytime	Evening	Nighttime
Hotel / Motel	75%	100%	75%	100%	75%
Office / Professional Service	100%	10%	10%	5%	5%
Industrial	100%	10%	10%	5%	5%
Food Sales and Service	50%	100%	100%	100%	10%
Retail	60%	90%	100%	70%	5%
Recreation	40%	100%	80%	100%	10%
Other	100%	100%	100%	100%	100%

Besides the anticipated demand reduction by time of day utilization, additional reduction is expected to account for parking efficiencies through "internal capture" trips since the retail and residential uses are planned within the same building (Solaris), so that some trips are made by patrons and residents who travel between different uses without accessing their already parked vehicles. Based on the methods included in the ITE Trip Generation Handbook (3rd Edition) and data included in the NCHRP Report 684, potential internal capture percentages are 26% from retail to residential and 41% from residential to retail in the weekday PM peak hour within a typical mixed-use development. In this study, it is simply assumed that potential internal capture for Solaris will result in a 30% reduction of parking demand for the proposed retail uses (59 spaces compared to the standard requirement of 84 spaces).

Use	Standard Requirements	Basic Minimum (with Internal Capture)	Weekday		Weekend		
			Daytime	Evening	Daytime	Evening	Nighttime
Retail (Solaris)	84	59	36	54	59	42	3
Residential (Solaris)	308	308	308	308	308	308	308
Preschool	33	33	33	4	4	2	2
Total	425	400	**377**	366	371	352	313

** Note: Numbers have been rounded up per the requirements of Section 7.04, E., 1*

As shown in the parking reduction calculations, the maximum parking space requirement would be 377 (occurring during weekday daytime) under an Alternate Parking Plan. In addition, although the current UDO doesn't allow for time of day reduction for residential uses, calculations based on the ITE Parking Generation Manual will result in a maximum parking demand of 308 spaces for the three uses combined (attached). Therefore, there is sufficient evidence to support an 11.3% reduction to provide a minimum of **377** spaces for the proposed Village Gate Tact 3 development.

Occupancy Hourly Distribution on a Typical Weekday (ITE Parking Generation, 5th Edition)

Weekday Demand UDO Requirement	820 Retail 84	221 Residential 308	565 Daycare Center 33	Total 425	%Occupancy 100%
12am-4am	0	308	0	308	72%
5am	0	299	0	299	70%
6am	0	277	0	277	65%
7am	0	237	4	241	57%
8am	13	172	16	201	47%
9am	27	139	29	195	46%
10am	45	123	33	201	47%
11am	60	114	33	207	49%
12pm	83	111	28	222	52%
1pm	84	111	28	223	52%
2pm	76	114	31	221	52%
3pm	70	132	31	233	55%
4pm	68	139	28	235	55%
5pm	71	169	19	259	61%
6pm	72	203	7	282	66%
7pm	67	225	4	296	70%
8pm	53	237	0	290	68%
9pm	35	265	0	300	71%
10pm	13	283	0	296	70%
11pm	0	299	0	299	70%
Maximum Demand				308	72%
Reduction from UDO				117	28%

Occupancy Hourly Distribution on a Typical Saturday (ITE Parking Generation, 5th Edition)

Weekend Demand UDO Requirement	820 Retail 84	221 Residential 308	565 Daycare Center 33	Total 425	%Occupancy 100%
12am-4am	0	286	0	286	67%
5am	0	308	0	308	72%
6am	0	302	0	302	71%
7am	0	296	0	296	70%
8am	23	283	0	306	72%
9am	39	246	0	285	67%
10am	56	240	0	296	70%
11am	71	219	0	290	68%
12pm	80	209	0	289	68%
1pm	84	203	0	287	68%
2pm	82	200	0	282	66%
3pm	77	209	0	286	67%
4pm	72	216	0	288	68%
5pm	66	225	0	291	68%
6pm	60	237	0	297	70%
7pm	58	249	0	307	72%
8pm	50	253	0	303	71%
9pm	43	265	0	308	72%
10pm	32	268	0	300	71%
11pm	0	283	0	283	67%
Maximum Demand				308	72%
Reduction from UDO				117	28%

WAKE COUNTY PUBLIC SCHOOL SYSTEM

Wake County Residential Development Notification

Developer Company *Information*	
Company *Name*	Dunn Investments LLC
Company Phone *Number*	919-418-3014
Developer Representative *Name*	Eli Zablud
Developer Representative *Phone Number*	Same as above
Developer Representative *Email*	ez@nc.rr.com

Please complete each section and return by email or fax to all:

WCPSS
Debra Adams
dbadams@wcpss.net
Judy Stafford
jstafford1@wcpss.net
Fax: 919-431-7302

WAKE
Bill Shroyer
bill.shroyer@wakegov.com
Fax: 919-856-6389

New Residential Subdivision *Information*	
Date of Application for Subdivision	7/24/20
City, Town or Wake County Jurisdiction	Holly Springs
Name of Subdivision	Solaris at Village Gate
Address of Subdivision (if unknown enter nearest cross streets)	S. Main Street/Ralph Stephens Road
REID(s)	0476096;0067342
PIN(s)	0648854727;0648950812

Projected Dates *Information*	
Subdivision *Completion Date*	2023
Subdivision *Projected First Occupancy Date*	2023

Lot by Lot Development *Information*

Unit Type	Total # of Units	Senior Living	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Square Foot Range		Price Range		Anticipated Completion Units & Dates					
								Min	Max	Low	High	Year	# Units	Year	# Units	Year	# Units
Single Family																	
Townhomes																	
Condos																	
Apartments	160	0	8	48	96	8	0			N/A		2023	160				
Other																	

THE TOWN OF
Holly Springs

Village Gate Tract 3 Development Plan 20-DP-13 and Waivers 20-WAV-22, 20-WAV-23, 20-WAV-24, and 20-WAV-25

Motion and Conditions of Approval:

Motion to adopt Resolution #20-42 to make and accept the Findings of Fact for consideration of and to approve Waivers.

Motion to approve / deny / defer Development Plan #20-DP-13 for Village Gate Tract 3 as submitted by TMTLA Associates, dated Revised 10/02/20 with the following conditions:

1. Prior to the submittal of any UDO Permit for Sign Installation for permanent signage or public art, a Master Sign Plan must be submitted to the Department of Planning & Zoning for review and approved.
2. All previous conditions of approval for Village Gate Detailed Master Plan shall apply except for any condition that describes a fee or a fee-in-lieu to be paid shall now comply with the current amounts due pursuant to the town's current annual budget or any unexpired development agreement.
3. All previous approval conditions for *Village Gate Rezoning* will apply to this plan.
4. Articles of the Development Agreement executed with the Village Gate Rezoning shall apply to this Development Plan.
5. This project will be required to meet Town's NPDES Phase II Post Construction Stormwater ordinance.
6. The following must be addressed prior to or with first Construction Drawing submittal:
   a. Approval of the Village Gate Master Plan
   b. Payment of all special study review invoices
   c. All items listed on the Stormwater Submittal Checklist, Form #16003
7. Prior to Construction Drawing approval and/or issuance of a land disturbance permit, the following must be addressed:
   a. All off-site water and sewer easements required to serve this project shall be documented in the form of a recorded plat.
   b. Approval of Stormwater Management Plan
   c. Payment of the Stormwater Fee-in-Lieu
   d. All environmental permits must be obtained for the entire project
   e. Any required off-site right-of-way for this project shall be dedicated in the form of a recorded plat.
   f. Cross-Access Easements between adjacent property owners shall be shown on construction drawings and are required to be documented in the form of a recorded

plat. An Access Easement Agreement is required to be documented between the adjacent property owners.

g. Any off site sewer facilities that are needed to serve this project; including the Basal Creek Pump Station improvements by the Lowe's development and the downstream sewer extension and manhole network by Stephens Tract Townhomes project, must be substantially complete prior to this Development Plan receiving Construction Drawing approval.
h. Any off site water facilities that are needed to serve this project; including the watermain extension on Ralph Stephens Road by the Stephens Tract Townhomes project, must be substantially complete prior to this Development Plan receiving Construction Drawing approval.
i. Stormwater sureties are required on this project. A performance surety in the form of a bond, letter of credit or cash is required in the amount of 125% estimated construction cost of the stormwater BMP prior to the preconstruction meeting and a maintenance surety in the form of a cash escrow account in the amount of 35% the actual construction cost of the SCM is required at the end of the performance monitoring period for the project.

8. In accordance with the executed Development Agreement, prior to issuance of any permit or plat approval for any tract of the Village Gate project, the following must be addressed:
   a. Payment of a fee-in-lieu proportionate to project impact in the amount of $105,000 for design and construction of GB Alford/NC-55 transportation improvements.
9. In accordance with the executed Development Agreement, prior to Certificate of Occupancy for the Solaris Building on Tract 3, the following must be addressed:
   a. Retrofit of the traffic signal at the intersection of Piney Grove Wilbon/S. Main St/Ralph Stephens Rd. from wooden pole to mast arm construction and signal timing modifications shall be completed.
   b. Design and construction of a northbound through-right turn lane at the intersection of Piney Grove Wilbon/S. Main St/Ralph Stephens Rd. shall be completed.
   c. Off-site Greenway extension along Piney Grove Wilbon Rd. to Garrison Subdivsion shall be completed.

THE TOWN OF

Holly Springs

Resolution No.: 20-42
Date Adopted: November 17, 2020
Effective Date: November 17, 2020

RESOLUTION OF THE TOWN OF HOLLY SPRINGS TOWN COUNCIL MAKING FINDINGS OF FACT FOR WAIVERS FOR ARCHITECTURAL AND DESIGN REQUIREMENTS (20-WAV-22, 20-WAV-23, 20-WAV-24, 20-WAV-25) IN ASSOCIATION WITH DEVELOPMENT PETITION 20-DP-13 FOR VILLAGE GATE TRACT 3

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

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

Waiver for Alternate Compliance with Architectural Design Requirements Findings of Fact:
A petition for a waiver of regulations of UDO Section 3.08, A., waiver for Alternate Compliance with Architectural Design Requirements may only be granted upon the presentation of sufficient evidence to enable a written determination that:

1. The proposed development represents the use of building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;
2. The proposed development will be compatible with and will enhance the use or value of area properties;
3. The proposed development is consistent with the intent of the Comprehensive Plan; and,
4. The proposed development is consistent with the intent and purpose of this UDO.

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

Part 1: Alternate Compliance with Architectural Design Requirements (20-WAV-22)

A Waiver of Regulations of UDO Section 3.08, A 1. c. Primary Façade Building Materials, and Building Massing and Façade Treatment, Primary Building Material, to allow an

reduction from 60% primary building material on the Solaris Mixed Use building as follows: West Elev.: 60% to 26%; North Elev.: 60% to 30%; East Elev.: 60% to 33%; South Elev.: 60% to 31%; in association with Development Plan Petition #20-DP-13.

Part 2: Alternate Compliance with Architectural Design Requirements (20-WAV-23)

A Waiver of Regulations of UDO Section 3.08, A 1. c. Primary Façade Building Materials, and Building Massing and Façade Treatment, Primary Building Material, to allow an reduction from 60% primary building material on the Kiosk building as follows: Primary/West Elev.: 60% to 40%; 25% Primary/North & South Elev.: 60% to 2%, in association with Development Plan Petition #20-DP-13.

Part 3: Alternate Compliance with Architectural Design Requirements (20-WAV-24)

A Waiver of Regulations of UDO Section 3.08, A 1. c. Primary Façade Building Materials, and Building Massing and Façade Treatment, Animating Features, to allow a reduction from 40% windows and glass doors as follows: Primary/West elevation: 40% to 5%; 25% Primary/North & South elevations: 40% to 20%, in association with Development Plan Petition #20-DP-13.

Part 4: Alternate Compliance with Architectural Design Requirements (20-WAV-25)

A Waiver of Regulations of UDO Section 3.08, A. 1. Building Materials, Colors, Textures, Architecture, Roof Treatment and Facade Modulation to allow for a waiver of the primary façade requirements for the child care campus in association with Development Plan Petition #20-DP-13.

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

THEREFORE, BE IT RESOLVED by the Town Council to make and accept the Findings of Fact for Waivers For Architectural And Design Requirements (20-WAV-22, 20-WAV-23, 20-WAV-24, 20-WAV-25) as submitted by McAdams.

Adopted by the Holly Springs Town Council on this, the 17th day of November, 2020.

Town of Holly Springs by

Dick Sears, Mayor

ATTEST:

Linda McKinney, Town Clerk

Office of the Mayor
P.O. Box 8 • 128 S. Main Street • Holly Springs, NC 27540 • www.hollyspringsnc.us
Email: dick.sears@hollyspringsnc.us

RESOLUTION EXHIBIT A

Part 1: Alternate Compliance with Architectural Design Requirements (20-WAV-22) Findings of Fact Submitted By Petitioner

TOWN OF HOLLY SPRINGS
UDO SECTION 3.08 OR 4.05: ALTERNATE COMPLIANCE WITH ARCHITECTURAL AND SITE DESIGN REQUIREMENTS IN LB, CB, OR, GB & BT, RT, IT
FINDINGS OF FACT

DPM Appendix #A.06
Supplement #15
December 2018

Please print responses in blue or black ink or typewrite.

A petition for Alternate Compliance may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or describe the unique conditions that would enable the decision making body to make a written determination that:

Findings of Fact

For DPZ Use only
Project # _____
Date Received:

☐ Initial ☐Revised ☐ Final

(1) The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;

The building is taller than those typically subject to and reviewed against the Holly Springs UDO, and the use of materials for a tall building warrants an alternative approach. Building massing is highly articulated by the use of balconies, and primary materials will comply on the lower, retail level where most visible and approached by the public. Due to considerations such as height and weight, stucco is proposed for upper, residential floors in a proportion that does not meet the UDO requirement of 60% on primary facades.

(2) The proposed development will be compatible with and will enhance the use or value of area properties;

Tract 3 of the proposed Village Gate development will bring a mix of uses, including approx. 160 market rate residential units, ground floor retail, ground level and terrace amenities for residents and the community at large, daycare, and food service kiosk. Tract 1 includes approx. 159 age targeted multi-family units and Tract 2 includes 1 and 2-story medical office buildings.

(3) The proposed development is consistent with the intent of the Comprehensive Plan; and,

The proposed Village Gate development contributes mixed use density in an appropriate location, on S. Main St. in proximity to downtown Holly Springs. When complete, the development will be a true mixed use center, offering a range of retail, child, and healthcare options serving a range of ages from infant and toddler care, to young professionals, to retirees.

(4) The proposed development is consistent with the intent and purpose of this UDO.

A high-quality development is desired and the use of durable exterior materials is consistent with the intent of the UDO. The use of stucco does not compromise the overall intent of the UDO to promote material variation and contrast. In conversations with Town staff, it has been acknowledged that the UDO adopted in 2002 lends itself to traditional strip center development and re-evaluation of these standards is appropriate for a 75' mixed-use building.

Part 2: Alternate Compliance with Architectural Design Requirements (20-WAV-23) Findings of Fact Submitted By Petitioner

TOWN OF HOLLY SPRINGS
UDO SECTION 3.08 OR 4.05: ALTERNATE COMPLIANCE WITH ARCHITECTURAL AND SITE DESIGN REQUIREMENTS IN LB, CB, OR, GB & BT, RT, IT
FINDINGS OF FACT

DPM Appendix #A.06
Supplement #15
December 2018

Please print responses in blue or black ink or typewrite.

A petition for Alternate Compliance may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or describe the unique conditions that would enable the decision making body to make a written determination that:

Findings of Fact

For DPI Use only
Project # _____
Date Received:

☐ Initial ☐ Revised ☐ Final

(1) The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;

The kiosk is centrally located on Tract 3 and is intended to serve as a unique "jewel box" for the Village Gate development. By design, it is intended to stand out and create a focal point for the site as a more modern interpretation while making use of a masonry anchor for the building with an expansive covered outdoor space, to provide a gathering place shared by residents and visitors alike.

(2) The proposed development will be compatible with and will enhance the use or value of area properties;

Tract 3 of the proposed Village Gate development will bring a mix of uses, including approx. 160 market rate residential units, ground floor retail, ground level and terrace amenities for residents and the community at large, daycare, and food service kiosk. Tract 1 includes approx. 159 age targeted multi-family units and Tract 2 includes 1 and 2-story medical office buildings.

(3) The proposed development is consistent with the intent of the Comprehensive Plan; and,

The proposed Village Gate development contributes mixed use density in an appropriate location, on S. Main St. in proximity to downtown Holly Springs. When complete, the development will be a true mixed use center, offering a range of retail, child, and healthcare options serving a range of ages from infant and toddler care, to young professionals, to retirees.

(4) The proposed development is consistent with the intent and purpose of this UDO.

Despite the small scale of the building, the design of the kiosk uses a layered approach to the use of exterior building materials to create a highly detailed building with offsets in plane and geometry and use of human scaled elements.

Part 3: Alternate Compliance with Architectural Design Requirements (20-WAV-24) Findings of Fact Submitted By Petitioner

TOWN OF HOLLY SPRINGS
UDO SECTION 3.08 OR 4.05: ALTERNATE COMPLIANCE WITH ARCHITECTURAL AND SITE DESIGN REQUIREMENTS IN LB, CB, OR, GB & BT, RT, IT
FINDINGS OF FACT

DPM Appendix #A.06
Supplement #15
December 2018

Please print responses in blue or black ink or typewrite.

A petition for Alternate Compliance may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or describe the unique conditions that would enable the decision making body to make a written determination that:

Findings of Fact

For DPZ Use only
Project # _____
Date Received:

☐ Initial ☐ Revised ☐ Final

(1) The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;

The kiosk is centrally located on Tract 3 and is intended to serve as a unique "jewel box" for the Village Gate development. By design, it is intended to stand out and create a focal point for the site as a more modern interpretation while making use of a masonry anchor for the building with an expansive covered outdoor space, to provide a gathering place shared by residents and visitors alike.

(2) The proposed development will be compatible with and will enhance the use or value of area properties;

Tract 3 of the proposed Village Gate development will bring a mix of uses, including approx. 160 market rate residential units, ground floor retail, ground level and terrace amenities for residents and the community at large, daycare, and food service kiosk. Tract 1 includes approx. 159 age targeted multi-family units and Tract 2 includes 1 and 2-story medical office buildings.

(3) The proposed development is consistent with the intent of the Comprehensive Plan; and,

The proposed Village Gate development contributes mixed use density in an appropriate location, on S. Main St. in proximity to downtown Holly Springs. When complete, the development will be a true mixed use center, offering a range of retail, child, and healthcare options serving a range of ages from infant and toddler care, to young professionals, to retirees.

(4) The proposed development is consistent with the intent and purpose of this UDO.

Despite the small scale of the building, the design of the kiosk uses a layered approach to the use of exterior building materials to create a highly detailed building with offsets in plane and geometry and use of human scaled elements.

Part 4: Alternate Compliance with Architectural Design Requirements (20-WAV-25) Findings of Fact Submitted By Petitioner

TOWN OF HOLLY SPRINGS
UDO SECTION 3.08 OR 4.05: ALTERNATE COMPLIANCE WITH ARCHITECTURAL AND SITE DESIGN REQUIREMENTS IN LB, CB, OR, GB & BT, RT, IT
FINDINGS OF FACT

DPM Appendix #A.06
Supplement #15
December 2018

Please print responses in blue or black ink or typewrite.

A petition for Alternate Compliance may only be approved upon the presentation of sufficient evidence. Please include as much detailed information or describe the unique conditions that would enable the decision making body to make a written determination that:

Findings of Fact

For DPZ Use only
Project # _____
Date Received:

☐ Initial ☐ Revised ☐ Final

(1) The proposed development represents the use of (building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations;

The individual structures that comprise the daycare draw on traditional, established archetypes using styles found in North Carolina, throughout country, and the world. The design of the daycare campus relies on changes in building materials, a high level of detail, and open space between the daycare buildings to create a learning environment with variety and texture for the children. To remain true to the tradition of these varied architectural styles, a masonry site wall is proposed to screen the buildings.

(2) The proposed development will be compatible with and will enhance the use or value of area properties;

Tract 3 of the proposed Village Gate development will bring a mix of uses, including approx. 160 market rate residential units, ground floor retail, ground level and terrace amenities for residents and the community at large, daycare, and food service kiosk. Tract 1 includes approx. 159 age targeted multi-family units and Tract 2 includes 1 and 2-story medical office buildings.

(3) The proposed development is consistent with the intent of the Comprehensive Plan; and,

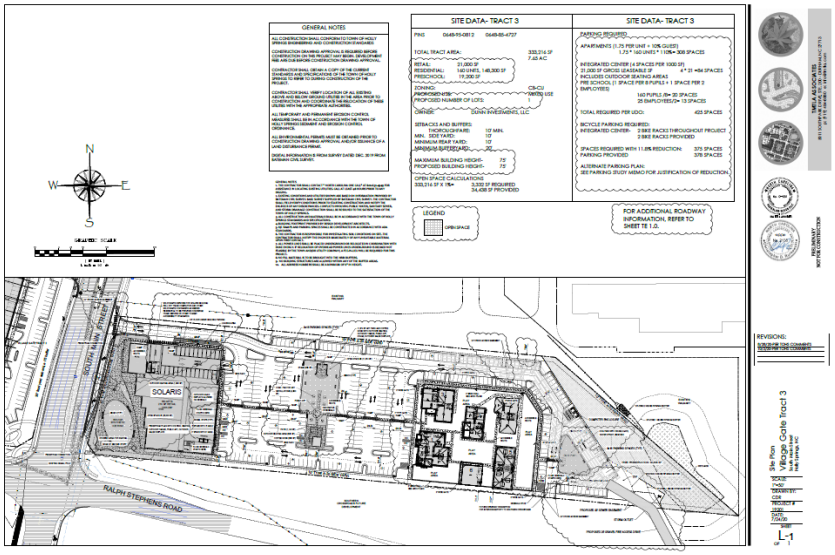
The proposed Village Gate development contributes mixed use density in an appropriate location, on S. Main St. in proximity to downtown Holly Springs. When complete, the development will be a true mixed use center, offering a range of retail, child, and healthcare options serving a range of ages from infant and toddler care, to young professionals, to retirees.

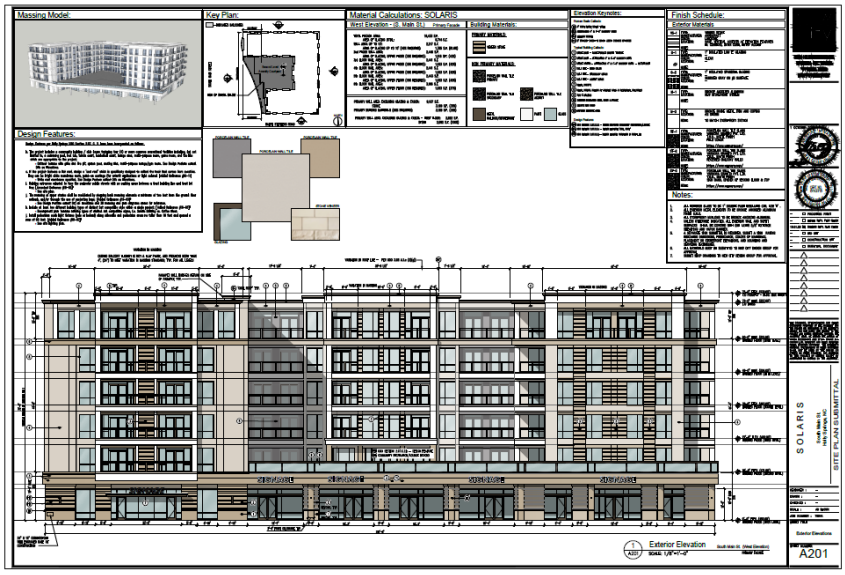
(4) The proposed development is consistent with the intent and purpose of this UDO.

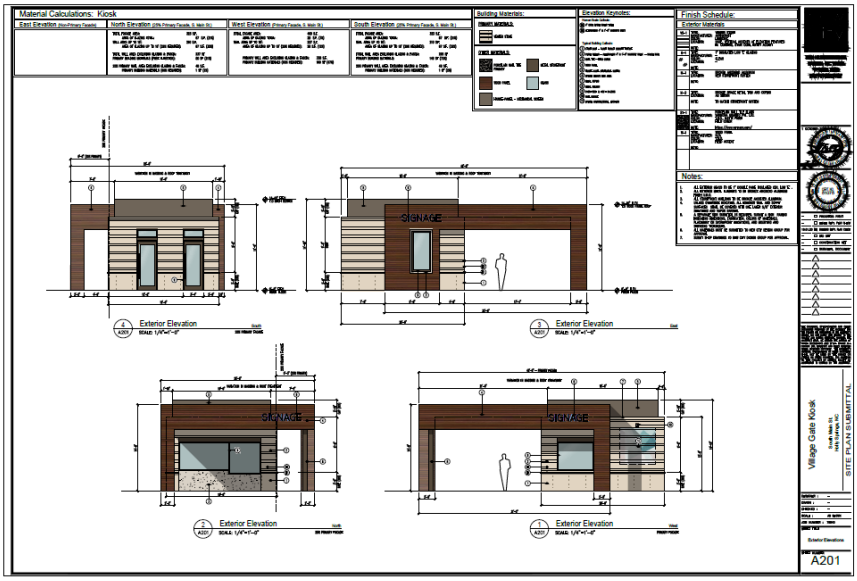
A high-quality development and daycare environment is desired. The daycare model relies on an approach that uses six small buildings, each drawing on a distinct architectural style, to create a village atmosphere with variety and open space between buildings within the daycare campus. As noted in the review comments, the use of a site screen wall that is consistent with the UDO requirements would be accepted by Town staff.

RESOLUTION EXHIBIT B

SITE PLANS & ELEVATIONS









Office of the Mayor
P.O. Box 8 • 128 S. Main Street • Holly Springs, NC 27540 • www.hollyspringsnc.us
Email: dick.sears@hollyspringsnc.us

RESOLUTION EXHIBIT C

TOWN COUNCIL'S FINDINGS OF FACT

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

The Town Council made the following additional findings:

Part 1: Alternate Compliance with Architectural Design Requirements (20-WAV-22)

X No additional findings

Part 2: Alternate Compliance with Architectural Design Requirements (20-WAV-23)

X No additional findings

Part 3: Alternate Compliance with Architectural Design Requirements (20-WAV-24)

X No additional findings

Part 4: Alternate Compliance with Architectural Design Requirements (20-WAV-25)

X No additional findings

RESOLUTION EXHIBIT D

CONDITIONS OF APPROVAL

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

Part 1: Alternate Compliance with Architectural Design Requirements (20-WAV-22)

X No Conditions

Part 2: Alternate Compliance with Architectural Design Requirements (20-WAV-23)

X No Conditions

Part 3: Alternate Compliance with Architectural Design Requirements (20-WAV-24)

X No Conditions

Part 4: Alternate Compliance with Architectural Design Requirements (20-WAV-25)

X No Conditions

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 18.

New Business
Title: Comprehensive Transportation Plan (CTP) Steering Committee
Strategic Priority Area: Responsible & Balanced Growth
Economic Prosperity & Diversity
Safe & Friendly
Engaged, Healthy, & Active Community
Organizational Excellence
Staff Resource: Emmily Tiampati, Development Services

Action(s):
Appoint the Comprehensive Transportation Plan Steering Committee

Explanation:

- A Steering Committee is being recommended to provide technical feedback and local expertise in the development of the Comprehensive Transportation Plan's (CTP) goals and recommendations.
- The suggested composition of the Committee is a mixture of Town residents and technical experts in transportation.
- Appointments should represent local residents, government, education, and community organizations, and other local and regional transportation agency partners.
- Staff has provided recommendations for both technical expert and special interest group appointments.
- It is requested that Town Council make appointments for the remaining positions on the Committee.
- Staff recommends that Council consider the demographic makeup of the Committee in order to have broad-based representation from the community.
- The suggested appointees have not been contacted to date to await Town Council's review.
- It is anticipated that the Committee will hold up to six (6) regular meetings at key milestones.

Background:

- The Town Council approved the CTP consultant contract with Kimley Horn in September 2020.
- The FY20-21 Budget includes $400,000 for the completion of the CTP.
- The CTP will:
    - specify the details for the Town's multi-modal transportation planning and transportation improvement evaluation for new development.
    - provide guidance on the Town's planning for future transportation related investments over the next 5-10 years.
    - evaluate transportation improvements to be constructed as a part of the impacts of

new development on the transportation system, sidewalk connectivity and construction priorities, and how the Town's transportation system will provide safe and identifiable connections with the Town's greenways (currently being identified in the Parks & Recreation and Greenway Master Plan).

- The current CTP was last completed in June 2011 with an amendment in July 2013.

Funding Source(s):

N/A

Attachment(s):

1. 2020-11-12_CTP Steering Committee

Suggested CTP Technical Steering Committee				
No.	**First Name**	**Last Name**	**Group**	**Company**
1	Alex	Rickard	Technical Advisor	Capital Area Metropolitan Planning Organization (CAMPO)
2	Baohong	Wan	Technical Advisor	VHB Town's contracted TIA 3rd Party Reviewer
3	Cara	Hylton	Non-Residential Developer	ABCZ Properties / Trustwell group
4	Craig	Ashby	Holly Springs Advocacy Groups / Clubs	Holly Springs Senior Walking
5	David	Stallings	Residential Developer	Shenandoah Homes/Capital Properties/Capital Grading
6	Jackie	Miller	Holly Springs Advocacy Groups / Clubs	Holly Springs Cyclist
7	Rick	Madoni	Planning Board	Planning Board
8	Ryan	Monteleon	Holly Springs Advocacy Groups / Clubs	Holly Springs Run Club
9	Sean	Brennan	Technical Advisor	North Carolina Department of Transportation (NCDOT)
10	Sharon	Chavis	Technical Advisor	GoTriangle
11			**Town Council**	**Town Council**
12			**Van Pool/Bus Rider Representative**	**TBD**
13			**Holly Springs High School Student**	**TBD**
14			**Resident at large/ Senior**	**TBD**
15			**Resident at large**	**TBD**

Note: In addition to choosing members that represent the categories/interest group recommendations, staff recommends that Council consider the demographic makeup of each group in order to have broad-based representation from the community.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 19.

New Business

Title: Approve changes to the Memorandum of Agreement (MOA) between Wake County and other development partners on the development of property located at 1317 N. Main St. and Adopt Resolution authorizing Town Manager to execute disposition contract.

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

Staff Resource: John Schifano, Town Attorney

Action(s):

Approve Changes to the Memorandum of Agreement (MOA) with Wake County and other development partners.
Adopt Resolution to approve and authorize Town Manager to execute disposition contract.

Explanation:

- The Memorandum of Agreement (MOA) sets forth the framework for collaboration between Wake County, Town of Holly Springs, and development entities to participate in a process that includes disposition of real property by Wake County, development by the project sponsors and entitlement of land development approvals by the Town of 1317 N. Main Street for the collective satisfaction of all named parties.
- The MOA further demonstrates the agreement of all named parties to meet mutually agreed upon milestones during a period of due diligence prior to contract execution and disposition of the property. All parties commit to working with each other and any other necessary entities to achieve the desired and mutually agreed upon outcomes.
- The original MOA did not contemplate the County transferring the 10 acre non residential site to the Town, which it will do at no cost initially. If the town conveys for economic development purpose it must be at fair market value, with compensation going to the County.
- The MOA will also include other Non material changes.
- In addition to changing the MOA, requested action includes adopting resolution to authorize the Town Manager:
    - Execute contract that allows County to grant approximately 10 acre western portion to Town, without compensation initially.
    - Town has 3 years to develop tract for either public use or conveyance to private party for fair market value, based on appraisal.
    - Authorizes manager & other staff to sign.

Background:

- The original MOA was approved on July 21, 2020.
- The Wake County Board of Commissioners will consider the amended MOA at the Wake County Board of Commissioners on Nov. 16.

Funding Source(s):

No funding is required as part of this MOA and land transfer agreement.

Attachment(s):

1. FINAL Amended MOA_1317 N. Main St Holly Springs
2. FINAL DRAFT Disposition Contract toHS_COUNCIL VERSION
3. Town Resolution approving Contract for land from Wake County

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

Section 1: PURPOSE

The purpose of this Amended Memorandum of Agreement (MOA) is to amend, replace and supersede in its entirety, the prior MOA entered into between the parties dated September 16, 2020. This Amended MOA continues to set forth the framework for collaboration between Wake County (County), the Town of Holly Springs, NC (Town), and DHIC, Inc. (DHIC) and MyComputerCareer (MyCC), DHIC and MyCC collectively referred to as "Project Sponsors", to participate in a process that includes the disposition of real property by the County, development by the Project Sponsors, and entitlement of land development approvals by the Town of 1317 N. Main Street, Holly Springs, NC (Property) for the collective satisfaction of all named parties (Process), as described herein. This MOA demonstrates the agreement of all named parties to meet mutually agreed upon milestones during a period of due diligence prior to contract execution and disposition of the Property. All parties commit to working with each other and any other necessary entities to achieve the desired and mutually agreed upon outcomes.

Subject to conditions set forth in this MOA and subsequent agreements, the Project Sponsors intend to construct a mixed-income housing, mixed-use development that is compact, pedestrian-oriented, and environmentally sustainable (Development). The Development shall include deed-restricted, affordable rental or ownership housing as a portion of the total development and is proposed to also include commercial retail, entertainment, and office space for the headquarters of MyCC to compliment the adjacent uses including Ting Park. The development shall comply with all other requirements and shared goals of Request for Proposal (RFP) #20-006. Notwithstanding the above, the parties recognize that the primary goal of the RFP is for the development of affordable housing and while the proposed construction of the housing improvements and commercial development may proceed on different schedules and timelines, the County's disposition of the Property is expressly conditioned on approval by the Town of an affordable housing development meeting the minimum requirements set forth in the RFP.

Nothing herein shall obligate any party to proceed with the Process or appropriate any funding associated therewith or obligate any of the parties to subject matter beyond the scope of this MOA. Participation in this MOA does not guarantee the disposition of the Property or any portion thereof to DHIC or MyCC. It is expressly acknowledged by the parties that disposition of the Property, or any portion thereof, requires approval by the Wake County Board of Commissioners which may include additional terms and conditions not contemplated herein. The parties further recognize that North Carolina law may dictate differing processes and approvals for the proposed land conveyance contemplated herein based upon the intended use of the Property, or portion thereof, and the resultant ownership entity. Nothing herein guarantees a recommendation of sale by County staff or Town staff for disposition of the Property or requires the local government entities to dispose of the

Property in its entirety or in portions simultaneously to the Project Sponsors. The parties recognize the limited scope of this MOA and the limitations expressed hereunder. Each party shall be responsible for their own costs and expenses associated with any work performed hereunder, including any expenses incurred in hiring an agent or broker. In the event that the development proposed by the parties is approved by the respective governing authorities of the parties, it is anticipated that separate agreements, such as purchase contracts, shall be developed and executed to fully address the rights and responsibilities of all participating parties as allowed by law.

DRAFT

Section 2: DISTRIBUTION OF RESPONSIBILITIES

The following are broad guidelines detailing the anticipated responsibilities of each party, which may be changed by written agreement between the parties:

The Project Sponsors, DHIC and MyCC will jointly take the lead on Project Development and bear all costs, without a request for contribution from the County or Town, associated with the development goals established in the RFP and due diligence milestones. The Project Sponsors jointly acknowledge the following development conditions essential to the County's agreement to participate in this MOA:

a) This MOA is expressly conditioned on land development approvals for the construction of legally-binding, affordable units on a portion of the Property, and acknowledges those units will comply with County development and affordability standards;
b) The Project Sponsors acknowledge that the proposed project will require the Property to be rezoned and subdivided and that the County, as the real property owner, reserves the discretion to approve or disapprove the proposed subdivision of the Property;
c) The Project Sponsors agree to ensure project delivery including satisfying the Town entitlement requirements as defined by the Town development review process and meeting with the Town as necessary throughout the development review process;
d) The Project Sponsors agree to include a mixture of neighborhood-serving uses that considers commercial retail, commercial office, hospitality, public space, and other entertainment use-types in accordance with the Town's zoning ordinances; and
e) The Project Sponsors agree to refrain from any site improvement activity or execute any financial transactions related to site improvement until an environmental review process, as required by the U.S. Department of Housing and Urban Development (HUD), has been completed or determined unnecessary by the County for the site.

DHIC will:

a) Serve as the lead agency for all project development plans associated with the proposed affordable housing development and timely submit any updated plans to the County and Town for review.
b) Separately negotiate a land sale agreement with the County for the portion of the Property requested to be subdivided and conveyed for affordable housing development.
c) Submit financial documentation to the County ensuring the project adheres to eligibility requirements outlined in the County programs, including the County Affordable Housing Development Program (AHDP).

MyCC will:

a) Serve as the lead agency for all project development plans associated with the proposed commercial development of the Property and timely submit any updated plans to the County and Town for review.
b) Submit documentation to the Town ensuring the proposed commercial development complies with the Town's economic development policy.

c) Subject to the County's approval of the subdivision contemplated above and conveyance of a portion of the Property to the Town in accordance with this MOA, MyCC will separately negotiate a land sale agreement with the Town that will facilitate the proposed commercial development, which shall include providing required plans, fair market value (FMV) for the portion of the Property to be conveyed, legal documents and participation in a public hearing, if required.

The Town will take the lead on finding opportunities to ensure optimal progression of the development proposal through the Town's entitlement approval process and economic development approval process, as declared below:

a) The parties acknowledge that the proposed project will require the property to be rezoned and the Town commits to working with the Project Sponsors to achieve entitlement milestones in pursuit of the satisfaction of all named parties. The parties understand that the Town cannot guarantee any results of the legislative process of rezoning the Property, and nothing herein legally binds the Town to rezone the Property to any particular use.
b) The Town acknowledges that the proposed project will require the property to be subdivided. The Town will work with the Project Sponsors and the County to submit development petitions for the subdivided portions of the Property as originally intended in RFP #20-006. The parties understand that the Town cannot guarantee any particular result of the subdivision process.
c) The Town acknowledges that the proposed project will require a Special Exception Use and/or a Development Plan and will work with the Project Sponsors to progress proposal through the Town entitlement process, and the parties understand that the Town cannot guarantee any particular result of the Special Exception Use process.
d) The Town acknowledges the importance of the time between acceptance of proposal to Town Council action and will work with the Project Sponsors in creating an appropriate review schedule.
a) The Town will consider requests from the Project Sponsors on fee waivers, expedited entitlement processes, and/or contributions to the proposed developments, including economic development incentives and compliance with the Town's economic development policy.
e) The Town will work with the Project Sponsors through scoping meeting, rezoning, subdivision, development (site plan) review, detail construction/civil reviews, and building permits.
f) The Town acknowledges changes to the commercial office square footage in the proposal may occur and understands that the estimated numbers of jobs created will remain the same.

The County will take the lead on conveyance of the Property and process facilitation, to include:

a) The County will ensure the Process meets all applicable requirements of Wake County RFP #20-006.
b) The County will draft, review and negotiate a contract to purchase and related legal agreements for the proposed development of the Property, subject to approval by the

Wake County Board of Commissioners and terms and conditions approved by the County Attorney. The Parties understand that nothing within this MOA binds the County to convey the Property or any portion thereof.

c) The County will ensure the conveyance meets regulatory standards, public purpose requirements, and disposition priorities.
d) The County will not convey and portion of the Property until such entitlement, funding and other conditions as agreed upon by all respective parties are satisfied.
e) The County acknowledges that the proposed project will require the Property to be subdivided and approved by the Town.
f) The County agrees to work with the Town regarding the timeline of the process.
g) Upon mutual execution of this MOA, the County will permit the Project Sponsors (and their respective engineers, architects, surveyors, and supporting consultants) physical access to the Property for the express purposes of performing due diligence related activities.
h) The County agrees to cooperate with the Project Sponsors in submissions and authorizations needed for the rezoning and subdivision of the Property and other actions customary of a Property owner. For the avoidance of doubt, the Project Sponsors remain responsible for the costs associated with the rezoning the Property.

Responsibility for land ownership, management, maintenance and services shall be determined prior to recommendation for disposition to Wake County Board of Commissioners.

Section 3: GOVERNANCE AND DECISION-MAKING

During the term of this MOA, all parties shall work together according to a mutually developed work plan with targeted dates of achievement of significant milestones. The intention is accountability benchmarks that could be 1) shared with the constituents with whom we each are involved, but 2) flexible enough to be revised by the group during this period.

Each party will formulate their initial responsibilities to establish the Project. Information will be shared freely among all parties. Final decisions concerning the development shall be made through an evaluation process and consensus by all parties involved.

Section 4: EFFECTIVE PERIOD OF MOA

The collaboration described and detailed in the Memorandum of Agreement shall be in effect from the effective date of this MOA until such time as the County conveys the Property or a portion thereof, unless the MOA is earlier terminated. Notwithstanding the above, the parties recognize that certain provisions of this MOA may be superseded by subsequent legal agreements between one or more parties, such as land sale agreements and disposition agreements. The period of collaboration may be extended through mutual written agreement among the parties. Any party may withdraw from this MOA with or without cause upon written notice to the other parties with a 30-day notice. Entering into this MOA commits no funding from any party for any costs or expenses associated with work done

during the period covered and without contribution from any party. During the Term of the MOA, all parties agree to work together according to a mutually developed work plan with targeted dates of achievement of significant milestones. In the event that the parties fail to develop a Project proposal or determine that development of the Project proposal is not desirable or feasible for any reason, then work under this MOA shall cease with no further obligation of any party.

Section 5: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Participants in this MOA shall each be responsible for complying with all applicable local, state, and federal laws and regulations. Nothing in this MOA alters the existing statutory authority of any participant under state or federal law. If any of the provisions of this MOA are held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 6: MODIFICATIONS AND AMENDMENTS

This MOA can be modified or amended through mutual written agreement among the participants.

DRAFT

SIGNATORIES:

The undersigned individuals hereby execute this Memorandum of Agreement on behalf of their respective local governments and agencies.

THE PROJECT SPONSORS: DHIC, INC. / MYCOMPUTERCAREER

By:_____ Date:_____
Natalie Britt
Vice President, DHIC, INC.
113 S. Wilmington Street, Raleigh, NC 27601

By:_____ Date:_____
Tony Galati Founder
And CEO, MyComputerCareer, Inc

346 Raleigh Street, Holly
Federal Tax ID#:_____ Springs, NC 27540

TOWN OF HOLLY SPRINGS

By: _____ Date:_____
Town Manager

By: _____ Date:_____
Director of Planning and Zoning

P.O. Box 8 / 128 S. Main Street
Federal Tax ID#: _____ Holly Springs, NC 27540

WAKE COUNTY, NORTH CAROLINA

By: _____ Date:_____
Wake County Manager or Designee

By:_____ Date:_____
Lorena McDowell, MPNA
Wake County Housing Director

P.O. Box 550
Suite 440 WCOB
Federal Tax ID#: 56-6000347_____ Raleigh, NC 27602

DRAFT

NORTH CAROLINA **DISPOSITION CONTRACT**

WAKE COUNTY **Pursuant to N.C.G.S. 160A-274**

This DISPOSITION CONTRACT ("Contract") made and entered into this____day of _____, 2020 by and between **WAKE COUNTY, NORTH CAROLINA,** a body politic and corporate, whose address is P.O. Box 550, Raleigh, North Carolina 27602 (the "County") and the **TOWN OF HOLLY SPRINGS, NORTH CAROLINA**, a municipal corporation and body politic (the "Town"), jointly referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the County owns 19+ acres of real property ("the Property") more particularly described in Exhibit "A" attached hereto and incorporated and further identified in Deed Book 5418, Page 249, Wake County Registry, located in Holly Springs, North Carolina; and

WHEREAS, by vote of the Wake County Board of Commissioners ("Board") on or about June 5, 2017, the Property was declared "surplus"; and

WHEREAS, in January 2020, an RFP was released for the purpose of solicit offers for its sale pursuant which mandated a certain portion of the real property be utilized for the construction of affordable housing, subject to final acceptance by the Board; and

WHEREAS, My Computer Career, Inc. ("MCC") and DHIC, Inc. ("DHIC") were the only parties to respond to the RFP and submitted a satisfactory, joint proposal; and

WHEREAS, MCC and DHIC submitted a detailed RFP response that includes a plan for the subdivision of the real property into two parcels for the construction of affordable housing and commercial development; and

WHEREAS, MCC and DHIC have jointly engaged the Town and have developed a preliminary site plan with input from Town planning staff and have entered into a Memorandum of Agreement (MOA) originally dated September 16, 2020, and subsequently revised, approved by the respective governing boards of the County and Town; and

WHEREAS, the MOA process has yielded discussions between the County and Town staff regarding oversight and control of the collaborative development, wherein it has been determined that the County is best suited to handle the real estate transaction for the parcel intended to be dedicated for affordable housing in accordance with G.S. 153A-378(3) and the Town is best suited to handle the real estate transaction to for the parcel intended to be sold for commercial development under the Town's economic development policy in accordance with G.S. 158-7.1; and

DRAFT

WHEREAS, notwithstanding the MOA, the Town shall maintain all jurisdictional control over land use planning and development permitting for the site given its location in the Town limits; and

WHEREAS, staff for the County and Town have negotiated a donative conveyance of an approximate 10+/- acre portion of the property ("Town Parcel") as identified in Exhibit B, said conveyance being duly authorized by the Wake County Board of Commissioners on November 16, 2020 and the Town of Holly Springs Town Council on November 17, 2020, and subject to the terms and conditions of this Agreement; and

WHEREAS, the County will retain ownership of the approximate 9+/- acre portion of the property ("County Parcel") as identified in Exhibit B for the purpose of facilitating development of the planned affordable housing; and

WHEREAS, upon the terms hereinafter set out, the County hereby agrees to transfer, and the said Town hereby agrees to accept fee simple ownership in Town Parcel.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the County and the Town agree that the terms and conditions governing the donative conveyance of the Town Parcel is as follows:

1. The Town Parcel shall be conveyed, without monetary consideration, to the Town pursuant to N.C.G.S. 160A-274, subject to the terms and conditions set forth and incorporated herein.

2. As a condition to the County's donative conveyance of the Town Parcel, the Town must demonstrate satisfaction of the following special conditions prior to conveyance:

   i. Rezoning of the Property to allow for intended development and use of a portion appropriate thereof for multi-family residential development;

   ii. A resolution approved by the Town Council entered upon its minutes that: 1) authorizes the Manager to enter into this Contract, 2) accepts the conveyance of the Town Parcel subject to a deed restriction for public use with a compensation reservation in favor of the County in the event the parcel is sold or leased for non-public use, and 3) accepts conveyance of the Town Parcel with the condition that the County is not required to expend any additional funding to effectuate the conveyance or improve the Town Parcel; and

   iii. Approval of a subdivision plat of the subject Property into two (2) separate parcels, roughly 9+/- acres and 10+/- to accommodate the intended development and use of the 9+/- acre parcel for multi-family residential development.

   iv. Failure of the Town to comply with any of the above executory actions shall be considered a breach, and the remedy would be specific performance by the County, or its assigns.

DRAFT

3. As a condition to the County's donative conveyance of the Town Parcel, the Town hereby obligates itself to the following executory actions, which may occur at any time relative to the conveyance:

   i. Final site plan approval for the County Parcel vesting rights for the development of a multi-family residential development with a minimum of125 units in conformance with the MOU and otherwise approved by the County;

   ii. Failure of the Town to comply with any of the above executory actions shall be considered a breach, and the remedy would be specific performance by the County, or its assigns.

4. The Parties additionally make the following representations, warranties and covenants as of the date of this Contract and as of the date of closing; such representations, warranties and covenants shall survive closing:

   i. The Parties have full authority to enter into this Contract and to execute all documents contemplated hereby, and their execution, delivery and performance of this Contract will not violate the provisions of any other contract or agreement to which either Party is bound.

   ii. The Town Parcel will be conveyed in its present condition "as is", "where is", "with all faults," environmental or otherwise, including both latent and patent defects, and without any representations and warranties whatsoever from the County. Except for the express warranties contained herein, the Town hereby waives all warranties, and accepts the Town Parcel and any improvements thereon "as is" without recourse against the County.

   iii. The County shall not be required to expend any additional funding to effectuate the conveyance of the Town Parcel to the Town. The County shall not be required to make any additional improvements to the Town Parcel.

   iv. The County has good and marketable title to the Town Parcel and has not pledged the Town Parcel as collateral or otherwise encumbered the Town Parcel with any security contract, lien (including materialmen's lien), promissory note, Deed of Trust, or mortgage and as such, there are no known persons or entities other than County who have a right, claim, ownership or interest in the Town Parcel.

   v. Within three (3) years of conveyance, the Town (and/or its designees/successors/assigns) covenants and agrees to develop the Town Parcel or offer for development to a third-party for uses compatible with the proposed multi-family residential development on the adjacent County Parcel. For purpose of clarity, the Parties agree that the uses described in the MOU (i.e., office space, neighborhood entertainment, and retail) are compatible. Until such time as the Town determines what portion of the Town Parcel shall be suitable for disposition to a third-party, the Town covenants and agrees that any use of the Town Parcel shall be a

DRAFT

public use that is compatible with the proposed multi-family residential development planned on the County Parcel, as determined and approved by the Town. For purposes of this section, "public use" shall exclude any commercial uses of the Town Parcel that do not further or advance a municipal or governmental function, purpose, or activity. Nothing herein shall restrict the Town's ability to independently determine appropriate public uses of the Town Parcel or to partner with private or non-profit entities for the joint use of the Town Parcel, provided the use is in keeping with the restrictions stated herein.

vi. The Town covenants and agrees that in the event the Town Parcel, or any portion thereof, is sold at a future date for monetary consideration, the Town will disburse the net sales proceeds derived from said sale to the County. For purposes of this provision, any sale of the Town Parcel, or a portion thereof, must comply with Article 12 of Chapter 160A of the North Carolina General Statutes and unless otherwise exempt, shall be sold for fair market value. For purposes of this Contract, fair market value shall be determined based on an appraisal performed by a licensed North Carolina MAI appraiser mutually selected by the Town and the County. This covenant is inserted as a condition to the donative conveyance and in consideration of the County's investment in the Town Parcel. It is not the intent of this restriction to foreclose or restrict the Town's ability to dispose of the Town Parcel in accordance with any of the disposition procedures set forth in Chapter 160A of the General Statutes, but to merely preserve the County's consideration for transferring the Town Parcel in accordance with G.S. 160A-274 without the benefit of monetary consideration or payment to the County.

5. There are no prorations or adjustments between the Parties to be paid at closing.

6. The Town Parcel must be in substantially the same condition at Closing as on the date of this Contract. The Town shall remove the County's name or logo from all signage located on the Town Parcel within 30 days of closing.

7. Title will be delivered at closing by Non-Warranty Deed. The form of Deed for this transaction is attached hereto as "Exhibit C" and shall include the following special covenants and reservations, being further described in paragraph 3(v) and 3(vi), above:

   i. *Covenant of Restriction on Use*: The Town Parcel may be used for any public purpose without advancement of compensation to the Grantor. If a portion or portions of the Town Parcel are conveyed or leased for a non-public purpose, the Town shall receive consideration equal to fair market value and compensate the Grantor in accordance with the Compensation Reservation provision set forth herein. Any use of the Town Parcel shall be compatible with the multi-family residential use of the adjacent County Parcel.

   ii. *Grantor's Compensation Reservation*: As part of the consideration for this Deed, the County hereby reserves for itself the right to compensation in the event the Town Parcel, or any portion thereof, is leased, sold, conveyed, or transferred by the Town to a third-party ("Sale") for monetary consideration. The Town hereby covenants and agrees that any Sale of the Town Parcel will not be less than fair market value as determined by a licensed North

DRAFT

Carolina real estate appraiser. For purposes of this reservation, the County shall be entitled to a portion of the net proceeds "County Proceeds" (as defined and calculated below), derived from the Sale. The "County Proceeds" shall be calculated by subtracting from the "Net Closing Proceeds" received by the Town at closing, any reasonable costs or expenses incurred by the Town in maintaining the Town Parcel during the Town's period of ownership, which shall not exceed $50,000.00 ("Town Holding Costs"). The "Net Proceeds" shall be that same amount listed on the standard HUD- Settlement Statement "Cash to Seller" line, representing the net amount allocated to the Seller (Town) at closing or the rental payment proceeds as identified by a lease agreement. The "County Proceeds" shall be paid by the Town at or within three (3) business days from the closing date or alternatively to coincide with the first date of a prospective lease term.

COUNTY PROCEEDS = Net Proceeds – Town Holding Costs

iii. *Reverter Clause*: In the event the Town Parcel is not actively used by the Town or conveyed within three (3) years from the date of this Deed, all right, title, and interest in the property shall automatically revert to the grantor. The Parties understand that in order to accommodate the residential use on the County Parcel, it may be necessary to dedicate certain sections of the Town Parcel for right of way, easements, or other public uses necessary to serve the County Parcel. As such, in the event of any reverter, the Town shall transfer back to the County only those areas of the Town Parcel not otherwise encumbered by rights of way, easements, or other hereditaments necessary to accommodate the residential use on the County Parcel.

8. This Contract may not be assigned without approval of the Wake County Board of Commissioners and the Town Council.

9. Any provision herein contained which by its nature and effect if required to be observed, kept or performed after the closing shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

10. The Town acknowledges that it has preliminarily inspected the Town Parcel and has received due diligence documents and site inspection reports associated with the Town Parcel. The Town shall have the ability to perform due diligence to complete its final inspections, surveys, appraisals, environmental audits and other assessments any time before Closing, but shall coordinate with the County to obtain access to the Town Parcel for accomplishing the same. The Town and County shall equally split the costs associated with the survey work to be performed associated with the subdivision of the Property contemplated herein and the appraisal to be performed in accordance with Section 3(vi) of this Contract.

11. The Parties confirm they have not hired or engaged a broker or agent in this transaction. To the extent legally permissible, the Parties shall each indemnify and hold the other harmless from and against any claim made by any broker or other person or entity claiming a commission or fee as a result of having any Contract with the indemnifying party, in connection with this transaction.

12. The Town shall pay for the recording fees associated with the Non-Warranty Deed.

DRAFT

13. Subject to satisfaction of all closing conditions, the terms and conditions of this Contract, the Parties agree to execute any and all documents and papers necessary in connection with closing and transfer title on or before _____ ("CLOSING DATE"), unless a later closing date is agreed to in writing.

14. This Contract contains the entire agreement of the Parties and there are no representations, inducements, or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all Parties.

15. The parties, their successors and/or assigns agree to cooperate with each other during development with respect to any temporary or utility easements necessary to effectuate the purpose of the MOU.

IN TESTIMONY WHEREOF, said parties have executed this CONTRACT in duplicate originals (one copy of which is retained by each party) the day and year written below.

BY: COUNTY

WAKE COUNTY

_____
David Ellis, County Manager

Date:_____

Approved as to form:

_____
Scott W. Warren, County Attorney

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

DRAFT

_____

Wake County Finance Director, or designee

_____(SEAL)

(name, title)

Date: _____

BY TOWN:

TOWN OF HOLLY SPRINGS

_____

Randy J. Harrington, Town Manager

Date:_____

Approved as to form:

_____

John Schifano, Town Attorney

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

DRAFT

_____

Town Finance Director, or designee

_____(SEAL)

Linda McKinney, Town Clerk

Date: _____

DRAFT

EXHIBIT A

Legal Description

EXHIBIT B

Proposed Subdivided Parcels
(County Parcel & Town Parcel)

RESOLUTION OF THE TOWN COUNCIL OF HOLLY SPRINGS RATIFYING THE DISPOSITION CONTRACT FOR ACQUISITION OF SURPLUS PROPERTY FROM WAKE COUNTY IN ACCORDANCE WITH NCGS 160A-274

WHEREAS, the County owns 19+ acres of real property ("the Property") more particularly described in Exhibit "A" attached hereto and incorporated and further identified in Deed Book 5418, Page 249, Wake County Registry, located in Holly Springs, North Carolina; and,

WHEREAS, the County desires to dispose of one 10 +/- acre tract to the Town pursuant to terms and conditions contained in the Disposition Contract attached as Exhibit A, ("Contract") and the Town desires to accept such conveyances according to the terms and conditions; and,

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Holly Springs:

1. That the Contract is hereby ratified and accepted. For purpose of clarity, the material terms and conditions of the Contract are as follows:
    a. The Town accepts a deed restriction requiring public use of the parcel with a compensation reservation in favor of the County in the event the parcel is sold or leased for non-public use,
    b. The Town accepts conveyance of the Town Parcel with the condition that the County is not required to expend any additional funding to effectuate the conveyance or improve the Town Parcel.
2. That the town manager, attorney, and finance director are hereby authorized to execute the Contract, subject to any immaterial changes.

Adopted this ___ day of November 2020.