



Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of December 19, 2023 meeting agenda

RECOGNITIONS

5. Holly Springs High School Boys & Girls Cross Country Teams
6. Town of Holly Springs Employee Champion Award Recipients

REQUESTS AND COMMUNICATIONS

7. Police Department 2023 Annual Report

CONSENT AGENDA

8. November 21, 2023 Council Business Meeting Minutes
9. Monthly Budget Amendments
10. Artist Agreement for Public Art for Park on Cass Holt Road
11. Engineering Design & Construction Standards Supplement #9

PUBLIC HEARINGS

12. 1220 N. Main Street - Voluntary Annexation A23-05

PUBLIC COMMENT PERIOD Each speaker may speak up to 3 minutes, and the total comment period will be 15 minutes or less. Citizens should sign up with the Town Clerk to speak prior to the start of the meeting. Although the Council is interested in hearing your concerns, speakers should not expect Council action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate town officials or staff and may be scheduled for a future agenda. Thank you for your consideration of the Town Council, staff, and other speakers.

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.gov 919-557-3900



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 5.

Recognitions

Title: Recognize outgoing Council member Shaun McGrath

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Council member McGrath will be recognized for their public service.

Explanation:

- Terms for Council member Wolff, and Council member McGrath expired at the first meeting in December.
- Mr. McGrath was unable to be present at that meeting, and so is being recognized at this meeting.
- Council member McGrath was elected in 2019.

Background:

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Recognitions

Title: Holly Springs High School Boys & Girls Cross Country Teams

Strategic Priority Area: Engaged, Healthy, & Active Community

Staff Resource: Tim Athy, Utilities and Infrastructure

Action(s):

Mayor Mayefskie will recognize the accomplishments of the members of the Holly Springs High School Girls Varsity Cross Country team and their coach Kimberly Henry and the Boys Varsity Cross Country team and their coach Jason Bochert for their 2023 season achievements and state meet runs.

Explanation:

- The Holly Springs High School Girls Varsity Cross Country team competed in the 4A State Championships for the second time in school history and:
 - Had two individuals earn 1st Team All-Conference and All-Regionals honors.
 - The team finished 11th at the State Championship meet.
- The Holly Springs High School Boys Varsity Cross Country team competed in the 4A State Championships for the first time in school history and:
 - Had an individual earn 1st Team All-Conference and All-Regionals honors.
 - Had two individuals earn 2nd Team All-Conference honors.
 - Won the Southwest Wake Athletic Conference Championship for the first time in school history.
 - Coach Jason Bochert received Conference coach of the year.

Background:

Funding Source(s):

N/A

Attachment(s):

1. HS Boys Cross Country Team Proclamation.pub (Read-Only)
2. HS Girls Cross Country Team Proclamation.pub (Read-Only)

Town of Holly Springs



A Proclamation By The Mayor

Congratulating HS² Varsity Boys Cross Country Team

WHEREAS, the Town of Holly Springs wishes to honor and recognize the Holly Springs High School Varsity Boys Cross Country Team, comprised of 10 runners and Coach Jason Bochert; and

WHEREAS, the Varsity Boys Cross Country Team had an individual earn 1st Team All-Conference and All-Regional honors, and two individuals earn 2nd Team All-Conference honors; and

WHEREAS, The Varsity Boys Cross Country Team has made a great impact on their school and community by winning the Southwest Wake Athletic Conference Championship and competing in the NCSHAA 4A Championships, both firsts in school history; and

WHEREAS, the commitments required for student-athletes to be a part of a sports team include meeting academic and scholastic attendance, daily practices and scheduled competition events; and

WHEREAS, The Varsity Boys Cross Country Team has exemplified strong leadership and a sense of determination during their games.

NOW THEREFORE, I, Mayor Sean Mayefskie, am hereby honored to recognize and celebrate

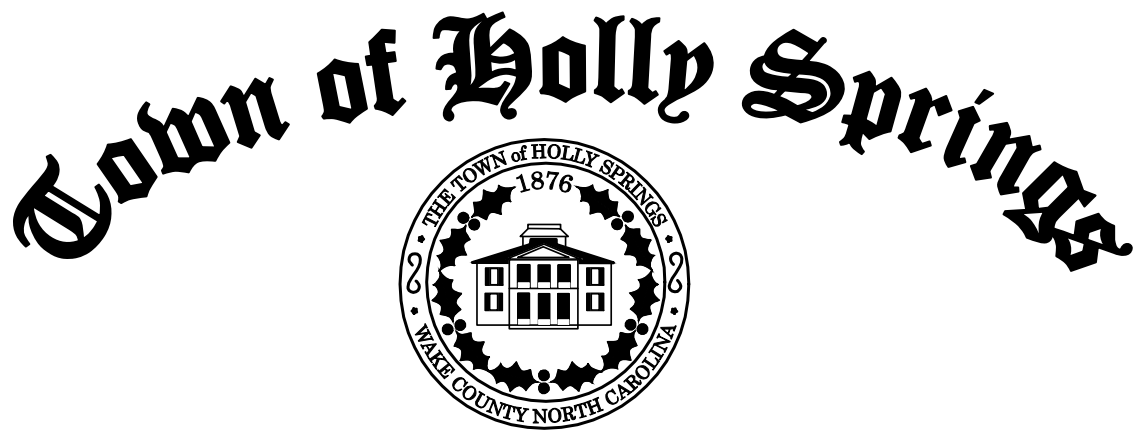
The Holly Springs High Varsity Boys Cross Country Team

And on behalf of the Holly Springs Town Council and citizens, I hereby commend them for their tireless efforts and achievements, and wish them success in their future endeavors.

Proclaimed this, the 19th Day of December 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Holly Springs, North Carolina to be affixed on this 19th day of December 2023.

Sean Mayefskie, Mayor



A Proclamation By The Mayor

Congratulating HS² Varsity Girls Cross Country Team

WHEREAS, the Town of Holly Springs wishes to honor and recognize the Holly Springs High School Varsity Girls Cross Country Team, comprised of 10 runners and Coach Kimberly Henry; and

WHEREAS, the Varsity Girls Cross Country Team had two individuals earn 1st Team All-Conference and All-Regional honors; and

WHEREAS, The Varsity Girls Cross Country Team has made a great impact on their school and community by competing in the NCSHAA 4A Championships for the second time in school history; and

WHEREAS, the commitments required for student-athletes to be a part of a sports team include meeting academic and scholastic attendance, daily practices and scheduled competition events; and

WHEREAS, The Varsity Girls Cross Country Team has exemplified strong leadership and a sense of determination during their games.

NOW THEREFORE, I, Mayor Sean Mayefskie, am hereby honored to recognize and celebrate

The Holly Springs High Varsity Girls Cross Country Team

And on behalf of the Holly Springs Town Council and citizens, I hereby commend them for their tireless efforts and achievements, and wish them success in their future endeavors.

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hereunto set my hand and caused the Seal of
the Town of Holly Springs, North Carolina to
be affixed on this 19th day of December 2023.

Sean Mayefskie, Mayor



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Recognitions

Title: Town of Holly Springs Employee Champion Award Recipients

Strategic Priority Area: Organizational Excellence

Staff Resource: Jaime Joyner, Director, Human Resources, Randy Harrington, Town Manager

Action(s):

Recognize the Core Values Champion, Customer Service Excellence Champion, and the Strategic Achievement by a Team Champions

Explanation:

- The Core Values Champion, Customer Service Excellence Champion, and Strategic Achievement by a Team Champions awards are new awards established by the Town Manager's Office and Human Resources Department to recognize significant achievements by Town employees.
- Recipients were recognized at the staff/Mayor & Council holiday luncheon on December 8th with a public recognition planned for the December 19th Council meeting.
- The Core Values Champion award recognizes an employee who models behaviors of the Town's five Core Values: Accountability, Compassionate Excellence, Creativity, Integrity, and Teamwork.
- The Service Excellence Champion award recognizes an employee who consistently provides outstanding customer service and goes the extra mile to satisfy internal and/or external customers.
- The Strategic Achievement by a Team Champion award recognizes process improvements, policy changes, service enhancements, and/or productivity improvement that resulted in achievement of a Strategic Plan goal or initiative - or significant advancement toward completion of a Strategic Plan goal or initiative within one of Council's five strategic priorities areas: Economic Prosperity & Diversity, Engaged, Healthy, and Active Community, Organizational Excellence, Responsible and Balanced Growth, and Safe and Friendly.

Background:

- The Town is committed to providing exceptional public services - which are delivered by amazing employees. The purpose of the three awards is to recognize exceptional employee performance and model employee behaviors.
- This is the first year of the Champion awards, which are planned to be recognized annually.
- Holly Springs Champions were nominated by fellow employees.
- The recipients were determined by a selection committee comprised of both management and members of the Town's Employee Engagement Team.

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Requests & Communications

Title: Police Department 2023 Annual Report

Strategic Priority Area: Safe & Friendly
Organizational Excellence

Staff Resource: Paul Liquorie, Police Chief

Action(s):

Receive Police Department's 2023 Annual Report

Explanation:

- The intent of the Holly Springs Police Department's (HSPD) Annual Report is to provide an overview of the Town's crime statistics and the Police department's activities for policy makers and administrators who govern Holly Springs and the residents who live and work here.
- The police command staff is also dedicated to analyzing and evaluating this data to ensure the best use of the department's resources for professional, equitable, and efficient policing.
- The men and women who comprise the outstanding HSPD are committed to providing the highest quality of service to ensure the safety, security, and well-being of residents, businesses, and visitors of Holly Springs.

Background:

- The reportable period examined encompasses the time span between October 1 of the preceding year through September 30 of the current year.
- The format of this off-set calendar year follows the Federal Bureau of Investigations (FBI) annual crime reporting period.
- The Holly Springs Police Department's Annual Report provides a broad overview of the agency's structure, advancements, challenges, and current operations.
- The officers, telecommunicators and support staff that make up the department remain committed to providing exceptional community service, while maintaining Holly Springs as one of the safest towns in North Carolina.

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Consent Agenda

Title: November 21, 2023 Council Business Meeting Minutes

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Approve the minutes of the November 21, 2023 meeting.

Explanation:

- Minutes in draft form are attached for the Council's review.
- If there are any corrections, please notify the Town Clerk 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. 11.21.23 minutes_notes



MINUTES

The Holly Springs Town Council met in regular session on Tuesday, November 21, 2023. Mayor Mayefskie presided, calling the meeting to order at 7 p.m. A quorum was established as the Mayor and five Council members were present in the Chamber as the meeting opened.

Council Members Present: Mayor Mayefskie, Mayor Pro Tem Berry, Council members Aaron Wolff, Shaun McGrath, Timothy Forrest, and Danielle Hewetson.

Council Members Absent: none.

Staff Members Present in Chambers: Randy Harrington, *Town Manager*; Scott Chase, *Assistant Town Manager*; John Schifano, *Town Attorney*; Linda McKinney, *Town Clerk* (recording the minutes); Mathew Mutter, *IT*; Kathy White, *Deputy Clerk*; Corey Petersohn, *Budget and Sustainability*; Cassie Hack, *Director, Communications and Marketing*; Tina Stroupe, *Finance Director*; Chris Hills, *Director of Development Services*; Aaron Prichard, Cheryl Caines, Elizabeth Goodson, Brett Gosney, Catherine Jacobs, and Sean Ryan, *Development Services*; LeeAnn Plumer, *Director, Parks & Recreation*; Matt Beard, *Parks & Recreation*.

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Ahmed Radwan of the Alnoor Islamic Center.

4. Agenda Adjustment: The November 21, 2023, meeting agenda was adopted with changes, if any, as listed: none.

Motion: Berry
Second: McGrath
Vote: Unanimous

REQUESTS AND COMMUNICATIONS

5. Herbert Akins Road Middle School Solve For Tomorrow

Matt Beard, Parks and Recreation, introduced teacher Debbie Schelin and her students. They explained the Samsung Solve for Tomorrow competition and the project they have entered in the competition this year.

6. South Wake Landfill Update

Scott Chase, Assistant Town Manager, introduced John Roberson of the South Wake Landfill to give an update. Mr. Roberson spoke about updates GFL and the County have made to treat wastewater, reduce malodors, and otherwise improve the experience for neighbors. He spoke of the plan to convert landfill gas to natural gas by the end of 2024. He showed the odor reporting trends for the last several years. He introduced Marcus Thompson, who spoke of their efforts to communicate with the public.

Council member Wolff asked if all the eNose sensors were up and operational. Mr. Roberson said they had 6 up and going and they get notifications from them if the odor level reaches certain levels. Council member Wolff spoke of the success of working together and thanked the staff of Wake County and Holly Springs for working together to solve a big problem.

Council member McGrath thanked Mr. Roberson and said he had seen progress. He thanked the GFL partners for their part in the good progress.

7. Annual Comprehensive Financial Report

Tina Stroupe, Finance Director, introduced April Adams of Cherry Bekaert and said that she would present the audit results for the fiscal year ending June 30, 2023. Ms. Adams identified the team that performed the audit. She said they performed a single audit covering major federal programs including Coronavirus State and Local Fiscal Recovery Funds and Highway Planning and Construction funds. She said the town did not expend more than \$500,000 in state programs and no single audit was required for state funds. She outlined the process used in the audit and said that they noted no deficiencies that they believe to be material weaknesses, no misstatements, and no other issues.

Ms. Stroupe outlined the current debt position, debt service expenditure ratio, and debt to assessed valuation, which is a better percentage than required by Town Policy or State Statute. She said that we have a 99.8% collection rate on ad valorem taxes with an increase of \$2.4 million over the prior year and a sales tax revenue increase of \$1.4 million over FY22. She explained the fund balance situation, and its relationship to the Town growth. She said that the Town's credit rating remains high with each of the credit rating agencies.

Consent Agenda

The Council passed a motion to approve all items on the Consent Agenda. The motion carried following a motion by Mayor Pro Tem Berry, a second by Council member McGrath and a unanimous vote. The following actions were affected:

8. Minutes – Council approved the minutes of the October 10, 2023 Workshop meeting and the October 17, 2023 business meeting.

9. Monthly Budget Amendment Report – The Council approved budget amendments for vehicle replacement and parks donations.

Copies of the budget amendments are attached to these minutes.

10. 5121 Sunset Lake Rd. Minimum Housing – The Council adopted Ordinance 23-40 declaring 5121 unfit for human habitation and directing the town attorney to file suit to compel the property owners to repair the house or, in the event they fail to do so, to authorize the Town to demolish the structure.

A copy of Ordinance 23-40 is attached to these minutes.

11. Surplus Property – House at Cass Holt Rd. Park Site – The Council approved Resolution 23-26 declaring the house on the park property on Cass Holt Road surplus and authorizing disposal of the same.

A copy of Resolution 23-26 is attached to these minutes.

12. Main St. Right Turn Lane – Duke Relocate Contract – The Council approved the Duke Energy Utility Relocation Agreement in the amount of \$332,331.74 and authorized the Town Manager to negotiate, sign, and execute any other required agreements, amendments, or change orders associated with the electrical utility relocation agreement necessary to deliver the Main St. Right Turn Lane project consistent with prior Council action, direction, and within the project budget and approved funding sources.

13. Fiscal Year 2023-24 Position Reclassifications – The Council approved FY2023-24 reclassifications in Public Works, Utilities & Infrastructure, Development Services, and Parks & Recreation.

14. 1220 N. Main St. Voluntary Annexation A23-05 – The Council adopted Resolution 23-30 directing the Town Clerk to investigate the sufficiency of Annexation A23-05 and setting the public hearing for December 19, 2023.

A copy of Resolution 23-30 is attached to these minutes.

15. Equipment Lease Agreement with the Town of Apex – The Council authorized the Town Manager to execute a Lease Agreement with the Town of Apex to lease a leaf vacuum truck.

16. Site Use License Agreement with Flytrex, Inc. – The Council approved the License Agreement between the Town of Holly Springs and Flytrex, Inc. for the use of drone food delivery zones on town property and authorized the Town Manager to execute the agreement.

17. Utilities & Infrastructure Fee Schedule Revisions – The Council approved revisions to the Utility Permit Fees as follows: Water Permit Application Review \$600; Sewer Permit Application Review \$600; Reclaimed Water Distribution Line Extension Permit Application Review \$600.

18. Asset Inventory Assessments (AIA) – Stormwater - The Council approved a contract with WithersRavenel for a Stormwater Asset Inventory Assessment in an amount not to exceed \$150,300.

19. Resolution Certifying the Results of the Special Bond Referendum for 2023 Parks and Recreation General Obligation Bond – The Council adopted Resolution 23-31 certifying the results of the special bond referendum for 2023 Parks and Recreation General Obligation Bonds.

A copy of Resolution 23-31 is attached to these minutes.

PUBLIC HEARINGS

20. Friendship Innovation Park Rezoning 22-REZ-17

Cheryl Caines, Development Services, said the town received a request to rezone 349.05 +/- acres near the intersection of Friendship Road and Holly Springs New Hill Road from RR Rural Residential to BRT Business & Research Technology, and from BRT Business & Research Technology, CB Community Business, and RR Rural Residential to IVMX-CD Innovation Village Mixed Use Conditional Zoning District. This first came before Council at the September 19th meeting and was continued, first to October 17th and then to tonight. She showed the location of the property on a map and showed the parcels to be rezoned in relation to the existing project. She reminded Council and the audience of the proposed zoning for each subarea. She said that there were concerns raised at the previous meeting about density and transportation improvements. The applicant has updated their request to state that, while the maximum number of residential units remains at 1,200, Subarea 2's maximum increased from 600 to 800 and Subarea 3's maximum decreased from 600 to 400. Transfer of density (up to 400 units) is allowed from area 3 to 2, but not in reverse. She told Council that the proposals for Subarea 1 had not changed.

Elizabeth Goodson, Development Services, reviewed the traffic study scope that studied intersections at US 1, Friendship Rd, Holly Springs New Hill Rd., and Woods Creek Road. She showed the improvements that this project would construct along those roads and discussed the improvements being made by other nearby developments. These improvements include widening Holly Springs New Hill Road, and Friendship Road, improving intersections on site and improving off site intersections on Holly Springs New Hill Road, Friendship Road, US 1, and New Hill Holleman Road. The applicant also proposes paying a proportional fee-in-lieu for signal and road improvements at the Old US 1 / Friendship Road intersection, which is out of Holly Springs' jurisdiction. Ms. Goodson showed on a map the various improvements being made by this and other developments in the area.

Mayor Mayefskie opened the public hearing and the following input was received:

Jon Keener, representing the applicant, outlined how the Innovation Village Goals and Town Council Goals would be advanced by this project. He said the purpose of the development was to create a modern advanced manufacturing park with all the needed support uses in a well-connected location to benefit new employers and the surrounding community. He outlined how this development complies with the UDO and the Comprehensive Plan. He then outlined the changes made based on community requests. The building heights have been reduced in subareas 2 & 3 and no multifamily units will be in Subarea 1. Subarea 3 would have a maximum of 400 multifamily units with no ability to transfer units into subarea 3. He reminded the audience that all zoning conditions would remain for any future property owner.

Mr. Keener said that they are offering a fee-in-lieu of \$133,000 to expedite improvements at Old US 1 and he reiterated his commitment to coordination with NCDOT on all projects. He said that would include Town of Holly Springs gateway signage at the future interchange of US 1. Mr. Keener said that the improvements that they are responsible for equal about \$35 million dollars, not counting the improvements within the park. He spoke about the buffers that would protect the surrounding properties. He said the projected timeline would begin with Phase 1 over the next 12 months. In Years 1-3 they would focus on the employment center. In year 3 they will create the central amenities, which would be open to the public. In years 4-5 additional GMP areas for further employment with the new interchange expected in years 5-7. The final section will be developed in years 7-10. Mr. Keener walked Council through the concept site plan with images indicating the type of development to be built.

MPT Berry asked if multi-family would be the same as mixed use in the timeline. Mr. Keener said that until the other buildings were there it would be foolish to build the multi-family. MPT Berry asked for continued advocacy for the new interchange with NCDOT and other state officials.

Elizabeth Stitt, 3113 Friendship Rd. Apex, said she is waiting for answer to questions she raised and, though it was a good presentation she was there to burst the bubble. She said it was a rush to come back a month after the last meeting. She said no one has talked to her about the fee-in-lieu or answered her questions other than at a high level. She provided a document to Council that she said showed information she had not been given. She said the project would add additional trucks on the road and that it would not hold them. She said she could go to the NC Board of Examiners for Engineers and Surveyors, who has the authority to determine if this TIA was produced and reviewed according to the required standards. She said that going to the Board would be unnecessary if we could work through her concerns. She said if Council voted yes tonight, she would continue to "hold them accountable." She asked Council to table this again to get her the answers she wants. She said the first question she asked was what are the daily traffic counts. She said that question remained unanswered.

Beth Bland, 3724 Friendship Rd, Apex, said she lives straight across from Subarea 2. She is a longtime resident of Friendship Rd., and her husband built their house in 1987. The rezoning request will add an additional 1200 residences along with commercial uses. She doesn't know how the units would be spaced – in one building or not. All of the residents would live in that area. They say they have lowered the height of the buildings, but it still says 75 to 100 ft and she thinks that is too tall. It's all based on the new interchange that they say will be built, but that has not been confirmed. Her neighbor was told it would be 2045 or later before that interchange is built. She said that if you are going to build this with the assumption the interchange will be in place you need to make sure when that is going to happen before you approve this. She asked for this to be delayed. She said the lighting plan also concerns her. The picture they took was from the bridge. But from her property they see more and she is not sure how that is going to work.

There being no further input, Mayor Mayefskie closed the public hearing.

Council member McGrath said we are building "islands" and we don't have the infrastructure between them. What is the cost per square mile or linear foot to make these improvements that are not being made? Ms. Goodson said we do not have a linear footage number but Utilities and Infrastructure can figure those numbers and get back to you. When improvements are not built by

developers they do go on the Community Investment Plan (CIP) and if NCDOT does not make the improvements the Town does have to plan for them. Council member McGrath said this is a large bill and he thinks that interchange is a long way out.

Council member Wolff said we've heard a lot about this project and the TIA. He said he trusts staff and asked Ms. Goodson if she found the TIA to be deficient in any way. Ms. Goodson said her background was not in traffic analysis, but staff uses a professional to analyze TIAs. She said that our traffic consultant reviewed this, and we went back through it after receiving these concerns, and did not find any issues with the analysis. Assumptions are made and factors added, but this is something that will continue to be looked at. Council member Wolff said he trusts staff, trusts the consultant, and thinks he would have no fear in this work being reviewed by another professional.

MPT Berry asked about the phasing of the improvements. Ms. Goodson said they are triggered by different phases of the project and would be completed before a Certificate of Occupancy (CO) was issued.

Action: Motion to approve Rezoning Ordinance RZ23-07 to adopt the statement of compatibility and approve rezoning.

Motion by: Hewetson

Second by: Forrest

Vote:

Aye: Hewetson, Forrest, Wolff, Berry

Nay: McGrath

The motion passed.

21. Voluntary Annexation A22-08 12532 Holly Springs New Hill Road

Aaron Prichard, Development Services, said the purpose of this item was to consider annexation of +/- 149.16 acres along Holly Springs New Hill Road. This property is part of the area that was just rezoned in the previous item.

Mayor Mayefskie opened the public hearing and the following input was received: none.

There being no input, Mayor Mayefskie closed the public hearing.

Action: Motion to adopt Annexation Ordinance A22-08 to approve annexation of the property included in the application.

Motion by: Wolff

Second by: Forrest

Vote: unanimous

A copy of Annexation Ordinance A22-08 is attached to these minutes.

22. Friendship Innovation Park Master Plan Major Amendment

Cheryl Caines, Development Services, said that this item was for Council to consider a Master Plan Major Amendment connected to the two items above. She reminded Council of their previous actions dating back to September 2021 which got us to this point. She showed the current zoning and the designation of Innovation Village and Business & Industrial on the Land Use and Character Plan. She reviewed the Development Review Process and where Council is now in the process. She summarized the detailed master plan with separate PODs A – H. PODs E, F, and H are either approved or under review. She outlined the conditions that were just approved with the rezoning and would be applied. She said the plan meets the conditional district standards and zoning standards, and also the improvements outlined in the studies for utilities and transportation.

Elizabeth Goodson said that what has changed is the water and sewer around the frontages. She outlined the transportation improvements that would be required per the Comprehensive Transportation Plan (CTP) and discussed the potential new interchange with US 1.

Josh Prizer, Planning Board Representative, said that the Planning Board recommended approval with a vote of 7 to 0. Feedback was minimal and they did not foresee any problems.

Ms. Caines said she would like to enter the staff report into the record.

Mayor Mayefskie reopened the public hearing and the following sworn testimony was received:

Jon Keener, applicant, said he would like to enter into evidence everything that has been presented so far, and said he had traffic experts and technical experts in the audience if needed to answer any questions. He presented Camp Helix report to be entered into the record.

John Schifano, Town Attorney, outlined the difference between legislative and quasi-judicial public hearings. He said that what is required for this quasi-judicial hearing is weighing the development plan against the UDO to determine that it meets those requirements. Council can consider direct substantial evidence that may indicate that that is not true, but it must be direct, non hearsay, and if it pertains to an expert would have to be given by an expert.

Elizabeth Stitt, 3113 Friendship Rd. said she consulted her attorney and wants to enter two exhibits into evidence for an appeal. She handed those exhibits to Council. She said she was an expert on Friendship Rd. because she lives there and estimates she has made 81,760 trips on this road. She showed photos which she said documented the weight limit on the road. She said she can see that the road has deteriorated since the beginning of the construction of Amgen. Council member Wolff asked how she knew the trucks exceeded the weight limit. She said that the weight of a truck is *prima facie* evidence because she has personally seen them. She said she knows that manufacturing vehicles are greater than 6 ½ tons. For her second exhibit she presented a petition from the drivers who block her driveway when traffic backs up. John Schifano, Town Attorney, said that her saying that the people who signed the petition are against this project is hearsay and thus not admissible.

Beth Bland, 3724 Friendship Road, Apex, said she wants to make sure that her previously sworn affidavit from October is on record and that there are no questions. Mr. Schifano said that she is here and now would be the time to testify to that. Ms. Bland said that she feels it is already recorded and she is not prepared to go back over it.

Mr. Keener said that during construction they understand that there are weight limits and they are required to cooperate with those limits. If they are over that they are required to go out to US 1.

There being no further testimony, Mayor Mayefskie closed the public hearing.

Council member McGrath asked if we can assume that from our perspective, from the UDO, there is a prohibition of any Construction traffic. Mr. Schifano said that to his knowledge there are no weight limited roads, just bridges. And the law has to apply to anyone who is building in Holly Springs. Council member McGrath asked if that was noted in the development plan. Mayor Mayefskie asked if that kind of enforcement is town managed. Randy Harrington, Town Manager, said that it would be the state who manages and enforces weight limits on bridges. Council member McGrath said that if we are approving the development, for our protection, we should state in the plan that they are required to follow the law. Mr. Schifano said that's a good point but at what point to we list out, you must obey the speed limit etc. Council member McGrath asked if there would be a liability that the Town would have to pay. Mr. Schifano said the Town would not have liability for a private contractor driving over a bridge that they were too heavy for. Council member McGrath said as a statement of fact for the record, none of these are Holly Springs maintained roads; they are all state maintained.

Action: Motion to make and accept the Findings of Fact for Master Plan 21-MAS-04-A02 as found in the Motions and Conditions attachment and to approve the Master Plan Amendment.

Motion by: Wolff

Second by: Forrest

Vote: unanimous

23. Cass Holt Crossing Rezoning 22-REZ-15

Cheryl Caines, Development Services, said the purpose of this item was to consider rezoning a parcel along Cass Holt Road from RR Rural Residential to NR Neighborhood Residential Conditional Zoning District. She said that this was continued from a previous meeting. She outlined the existing zoning and the current designation of Mixed Residential Neighborhood on the land Use and Character Plan. She outlined the public hearing history from July to the present. She said the concern at the previous hearings was the pedestrian connection. She showed the new proposed pedestrian connection along the south side of Honeycutt Road.

Mayor Mayefskie opened the public hearing.

Jason Baron of Morning Star Law Firm, speaking for the applicant, showed the updated master plan with the pedestrian connection along Honeycutt from Cass Holt Rd. to the Honeycutt Farms sidewalk. He showed the problems with constructing a sidewalk on the north side of the road due to a culvert that would have to be crossed. He then reminded Council of different options that had been considered. They landed on moving the sidewalk to the south side of Honeycutt Road with a crosswalk at the intersection of Cass Holt and Honeycutt, connecting to the existing sidewalk. This connection is more likely to be supported by the NCDOT than the previously suggested mid-block crossing.

MPT Berry asked if the intersection at Cass Holt and Honeycutt was signalized and if there was a fee-in-lieu for that. Ms. Jacobs said it is not signalized but is being monitored. Mr. Baron said monitoring the intersection was a committed element of the rezoning.

There being no further input, Mayor Mayefskie closed the public hearing.

MPT Berry applauded the development team for coming back and rectifying this problem. This will connect homes to the new park that voters just approved. He said it contains townhomes because they were in the Comprehensive Plan. But the developer has done a good job of limiting the density.

Action 1: Motion to adopt Ordinance RZ23-05 to adopt the statement of compatibility and approve the rezoning.

Motion by: McGrath

Second by: Forrest

Vote: unanimous

A copy of Ordinance RZ23-05 is attached to these minutes.

Action 2: Motion to adopt Development Agreement.

Motion by: McGrath

Second by: Wolff

Vote: unanimous

MPT Berry asked if there was an offset in Parks & Recreation fees. Mr. Schifano said that the small piece on the western side will get an offset for that sidepath, but the connection that was just worked out would not trigger an offset.

24. Yield North (Goodwin) PODs A & C Development Plan

Brett Gosney, Development Services, said that this item was to consider a development plan at 7511 Woods Creek Road, Yield North, for PODs A & C. He located the property on a map for the audience, and said that the property was rezoned in June 2022, a major subdivision plan was approved in January of 2023 and now Council was considering the Development Plan. He said the property is designated Innovation Village on the Land Use and Character Plan and zoned BRT Business Research Technology with conditions limiting the permitted uses, requiring a minimum of 10% open space and a minimum building height of 25 feet.

Mr. Gosney showed where POD A and POD C were within the development. He said POD A would be a 99,194 sq. ft. Lab & Research facility with 224 total parking spaces, 13 of which would have EV chargers and an additional 33 would be EV Charger ready. He said POD C would be a 60,657 sq. ft. Lab & Research facility with 136 total parking spaces, 9 of which would provide EV charging and an additional 19 would be EV ready.

Catherine Jacobs, Development Services, said that the site would be served by water, reclaimed water, and sewer. There is a previously approved on-site pump station, and potable water would be extended. She said that the previously approved Traffic Study included improvements as part of Phase 1. She showed where the driveway connections would be. She said this Development plan has been reviewed by staff and found consistent with the rezoning requirements.

Josh Prizer, Planning Board Representative, said that the Planning Board recommended approval with a vote of 7 to 0. Questions were around the buffers and they were sufficiently answered.

Mayor Mayefskie opened the public hearing and the following input was received:

Elizabeth McMillan, speaking for the applicant, said that staff's presentation was extensive, so she was happy to answer questions or present her experts to answer questions. There were none.

There being no input, Mayor Mayefskie closed the public hearing.

Action 1: Motion to make and accept the Findings of Fact for Development Plan 23-DP-02 as found in the Motions and Conditions attachment.

Motion by: Forrest

Second by: Wolff

Vote: unanimous

Action 2: Motion to approve the Development Plan.

Motion by: Forrest

Second by: Wolff

Vote: unanimous

25. Main Street Vista Development Plan

Brett Gosney, Development Services, said the purpose of this item was to consider a development plan for Main Street Vista at the corner of Holly Springs Rd. and N. Main St. He located the property on a map and said that it was rezoned on April 18, 2023 and now Council is considering the Development Plan. He said the property is designated Downtown Village District on the Land Use and Character Plan and zoned DMX Downtown Mixed Use. The development plan is for a mixed-use development with 277 dwelling units, 12 live work units, and 20,112 square feet of ground floor commercial space in a total of 6 buildings.

Catherine Jacobs, Development Services, said the site is served by sewer and water from Holly Springs Road and Main Street. Offsite improvements include a proposed offsite sewer line and upsizing of the existing sanitary sewer. Transportation improvements include widening N. Main St. and Holly Springs Rd. along the property frontage to meet one-half cross section, and creating internal connectors. The developer is proposing to construct the near term improvements pointed out by the Hot Spot Study. The CTP speaks to studying a round-a-bout at this location and found that it did not meet the needs of this intersection at this time. She outlined the traffic improvements that they will be constructing as set forth in the original TIA.

Ms. Jacobs showed the offsite pedestrian connection committed to by the developer and the improvements at the site entrance on Holly Springs Road. She said that sidepaths would be constructed along the property frontage on both Holly Springs Rd. and Main St. and the 350 feet along Main Street that is not along the property frontage would be constructed by the developer.

Josh Prizer, Planning Board representative, said that the Planning Board recommended approval with a vote of 4 to 3. He said the aesthetics of the building and the live-work units and sidewalk connection were great. But their concern was related to the traffic in the area. They discussed the stacking of the turn lane into the development. And that it would be hard to get from there to Holly Ridge Elementary School.

Council member McGrath asked if there were facts from the TIA about expected traffic flow to address the concerns. Mr. Prizer said there were, and it passed muster on paper. He asked staff about a potential U-turn. Ms. Jacobs said they were concerned about being able to make a U-turn within a reasonable distance, but that comes with further development, as there are not full cross sections everywhere.

Council member Forrest asked if once they finish building Holly Springs Rd. they will be able to turn left out of the subdivision. Ms. Jacobs said no. Council member Forrest said if they're going to have to go right anyway, this will be the same problem our established residents have. So, they have to go down to the Sonic where there is a light. It's a problem set for the area, not this project. It's not unique to this development.

Mayor Mayefskie opened the public hearing and the following input was received:

Jason Barron, speaking for the applicant, said he thinks this plan was the first Conditional Zoning project approved by this Council. He said this plan is precisely what was presented during the rezoning process which was approved by Council and is consistent with the UDO. He said Laura Holleman would testify on the plan and Nick Williamson would testify to the utilities.

Ms. Holleman gave her curriculum vitae and said she was a certified ACP planner. She said the plan was consistent with the UDO. She outlined how the plan meets the criteria of the ordinance, satisfies the Conditional Zoning requirements, is walkable to downtown, includes significant infrastructure improvements, and is building on the success of the town's investment in the downtown. She showed the approved zoning requirements that came with the Conditional Zoning, including the perimeter buffers. She showed the internal layout of the buildings, parking, and Village Green. She said parking would be in the rear and sides of the buildings to preserve the walkable area. She said they have met the required open space identified in the rezoning. She outlined the number of parking spaces, EV spaces, and bicycle parking spaces. She said that they are providing evergreen buffers even though technically the downtown district does not require them. She showed proposed elevations of the buildings and discussed the materials they were committed to. She said the plan puts the emphasis on the pedestrian. She said that this plan meets the Comprehensive Plan as well as the Conditional Zoning requirements.

Nick Williamson said he was a professional engineer and gave his CV. He said he has overseen the engineering. In his opinion the plan meets the requirements of the ordinance, reflects the Comprehensive Plan. The utility connections have been designed to meet the UDO. During the rezoning they submitted a sewer study, and the development plan takes it to the next level. He showed the onsite utilities that tie into existing sewer along N. Main St. The existing Omni Pump Station is partially within DOT right of way and is an older pump station. Along with this project, the Omni Pump Station is being taken off line by the developer and new sewer line will be constructed

that dumps into existing sewer outfall which is an 8" line which will be upfitted to a 12" line which will serve this development and future ones. In his professional opinion the development plan satisfies the criteria of the ordinance.

Council member McGrath asked what fact brought him to the conclusion that the roundabout was not viable. Nate Bouquin traffic engineer, gave his CV. He said that with the ultimate section being 4-lane median divided, 2 lane roundabouts are not desirable or accepted by DOT, and it was thought not to be appropriate. MPT Berry asked if he had driven on Holly Springs Rd. during peak times. Mr. Bouquin said he had. MPT Berry asked if it was his professional opinion that this amount of widening would be sufficient. Mr. Bouquin said that based on the analysis, that is what was deemed sufficient by the TIA, staff review, and DOT review and it is helping construct the ultimate widening. MPT Berry asked if this project was triggering the 4-lane all the way to the intersection. Mr. Bouquin said the existing right turn lane would be widened all the way to the intersection of Main St. The turn lanes are following the guidelines that DOT has for spacing of intersections on median divided roads.

Mr. Barron asked that the Council take judicial notice of the contents of the UDO, the Comprehensive Plan, and other adopted plans, and accept into evidence the presentation and staff report.

Mr. Larry O'Neil, 412 Trinidad Court, said he has lived here for over 25 years. He said he understands that the developer will clear cut their property and would not save the mature trees on the outer edge of the property. He said he was concerned that the activity would affect the longevity of the trees on the neighboring property. The proposed landscaping is not considered sufficient. He asked the developers if the mature trees can be saved. They will help block the sight, sound, and light from the neighbors. There is wildlife living in these trees and he wishes that they would be preserved for them.

There being no further input, Mayor Mayefskie closed the public hearing.

Council member McGrath asked if this is still in the Village District. Chris Hills, Director of Development Services, said it is technically in the area, but we will be focusing on the downtown area. Council member McGrath asked staff about the roundabout for the current road. Ms. Jacobs said it is impractical, although this is still a hot spot and if there comes a time that it should be considered it will be considered again. Council member McGrath said that coming out of the post office you would have to turn right. That is a significant flow of traffic that gets pushed back out. He asked if that was considered in the original TIA. Ms. Jacobs said when they study intersections, they account for the distribution of trips so it would have been considered. Council member McGrath said he didn't see offsite improvements, although there will be offsite impact.

Mr. Williamson said that the right-out only was taken into account for the development, but he does not have the numbers in front of him. He said that is DOT's requirements.

Action 1: Motion to make and accept the Findings of Fact for Development Plan 23-DP-07 found in the Motions and Conditions attachment.

Motion by: Forrest

Second by: Wolff

Vote:

Aye: Forrest, Wolff, Hewetson

Nay: McGrath, Berry

The motion passed.

Action 2: Motion to approve Development Plan.

Motion by: Forrest

Second by: Wolff

Vote:

Aye: Forrest, Wolff, Hewetson

Nay: McGrath, Berry

The motion passed.

26. Voluntary Annexation A23-04 1328 Piney Grove Wilbon Rd.

Aaron Prichard, Development Services, said that this item was to consider the annexation of +/- 6.82 acres along Piney Grove Wilbon Road. He showed the location of the property, contiguous with the Town Limits. He said it had access to potable water and waste water.

Mayor Mayefskie opened the public hearing and the following input was received: none.

There being no further input, Mayor Mayefskie closed the public hearing.

Action: Motion to adopt Annexation Ordinance A23-04 to approve annexation of the property included in the application.

Motion by: Forrest

Second by: Berry

Vote: unanimous

A copy of Annexation Ordinance A23-04 is attached to these minutes.

Public Comment: At this time, an opportunity was provided for members of the audience who had registered to speak to address the Council, and the Clerk was asked for any written comments received prior to the meeting.

The following public comments were received in writing: one comment regarding noisy cars
The following public comments were received in person: none.

OTHER BUSINESS

None that required action.

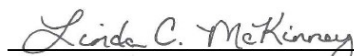
MANAGER'S REPORT

Randy Harrington, Town Manager, said he had 3 items to highlight this evening. Dec 2nd Light the Springs at the Cultural Center begins with a menorah lighting at 5:30 and a tree lighting follows at 7:45. Secondly, he wanted to thank the electorate. We had 24% of registered voters turn out. The next closest municipality was 4 percentage points lower than us. Finally, he thanked Council members McGrath and Wolff for their work over the last four years.

CLOSED SESSION: none.

Adjournment: MPT Berry made a motion to adjourn at 10:24 pm. It was seconded by Council member Forrest and passed with a unanimous vote.

Respectfully Submitted on Tuesday, December 19, 2023.



Linda C. McKinney, Town Clerk

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



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Consent Agenda

Title: Artist Agreement for Public Art for Park on Cass Holt Road

Strategic Priority Area: Engaged, Healthy, & Active Community

Staff Resource: Matt Beard, Parks & Recreation, Carrie Kennedy, Utilities and Infrastructure, LeeAnn Plumer, Parks & Recreation

Action(s):

Authorize the Town Manager to enter into an agreement with Creative Machines as the selected artist team to create interactive art for the park planned on Cass Holt Road for a total amount not to exceed \$225,000.

Explanation:

- Based on public input, the approved master plan for the park recommended site-specific, functional, or interactive public art.
- Public art can contribute to the identity of the park with iconic elements, by enhancing a park user's experience, and can serve as an economic impact driver for visitation and tourism.
- The art is expected to enhance the overall project with unique interactive experiences that create moments of discovery and positive memories.
- In November 2023, the Town Manager authorized an initial Phase 1 agreement with the selected artist team, Creative Machines, in the amount of \$22,000 to begin artist engagement with previously Council-approved park design team efforts (with the plan to bring the remaining, full artist contract before Council if the Parks bond passed). The Town Manager authorized the Phase I portion in order to not cause a pause or slow down in the overall park design efforts that are currently underway.
- With the approval of the 2023 Parks Bond referendum, staff is now seeking approval of the remainder, full artist contract for Phase 2 for fabrication and installation of the public art in the amount of \$225,000.
- The total amount for the public art project shall not exceed \$247,000.

Background:

- The Call for Artists selection process yielded 64 submissions, including proposals from five different countries. The solicitation included an opportunity for local artists to submit, as well.
- A number of Town Departments and the Parks and Recreation Advisory Committee were part of the selection process.
- Creative Machines was selected due to their vast experience with creating over 60 unique works of public art across the nation, which includes interactive, functional use of public art.

- Over the past 50 years, art has increasingly been used in public parks and recreation centers in a variety of ways to create an interest and connection to a place. (Reference: National Park and Recreation Association)

Funding Source(s):

Capital Improvement Project - Parks and Recreation Bond

Attachment(s):

1. Contract for PROFESSIONAL SERVICES - Creative Machines Inc.-Phase II - FINAL DRAFT



CONTRACT FOR SERVICES (Informal Bid)

THIS AGREEMENT dated _____, between the Town of Holly Springs, North Carolina, for itself and its Successors & Assigns (hereinafter called the "Town") and Creative Machines, Inc. (herein after called the "Contractor")

Town hereby desires to enter into a contract for services with the Contractor and the Contractor agrees to enter into this contract and perform the Services as set forth below, in the manner and time hereinafter described, and both parties do hereby agree as follows:

SERVICES OF CONTRACTOR

The services of the Contractor shall be performed in the manner as described in **Exhibit A, Phase II** (the "Proposal") as attached hereto and incorporated by reference. Contractor agrees to employ such personnel as may be needed to deliver services in the manner and time prescribed herein. Such personnel shall be employees of the Contractor, said Contractor being an independent contractor of the Town.

This contract shall cover Phase II of the project, with Phase I in a separate contract, having already been executed on _____, and incorporated by reference.

TOWN'S RESPONSIBILITIES

The Town shall make available the facilities to the Contractor and shall not impede the work of the Contractor except as necessary. Any additional Town responsibilities shall be listed in Exhibit A.

PAYMENT

The Town shall pay the Contractor the contract sum in the following manner:

☐ A Lump Sum of \$ _____ payable upon completion of the services listed in **Exhibit A**

☐ Payment on basis of Time and/or Materials as described in **Exhibit A**

☒ Description of Alternative Payment Terms:

As described in **Exhibit A**, Phase II is a maximum of \$225,000.00 for implementation of approved projects/pieces.

TIME FOR RENDERING SERVICES

The times for rendering the services are set forth in **Exhibit A, Phase I** or as otherwise set forth below:

GENERAL CONSIDERATIONS

1. Standards of Performance.

- 1.1 The standard of care for all services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.
- 1.2 Contractor represents that, prior to submitting the Bid and executing this Contract, Contractor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Services under this Contract shall be coordinated under and performed to the satisfaction of the Town Contact. Town is authorized to withhold payment of any funds under this Contract until periodic performance of the Services has been inspected, accepted, and approved by the Town Contact.
- 1.3 Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.
- 1.4 Contractor and Town shall comply with applicable Laws or Regulations and Town mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Town's responsibilities or to Contractor's scope of services, times of performance, or compensation.
- 1.5 Contractor is an independent contractor of the Town. The Town and the Contractor mutually agree to indemnify and hold harmless each party from any claims of negligence brought forth. Contractor is familiar with the property and its condition.

2. Term and Termination.

- 2.1 The term for this contract is for **three (3)** years from the date of the last signatory below.
- 2.2 The mutual obligations of the Parties contained in this Agreement may be terminated:

- 2.2.1 For cause by either party upon 30 days written notice in the even of a failure by the other party to perform in accordance with the terms hereof.
- 2.2.2 For failure to consistently satisfy the Standards of Performance in the opinion of the Town Contract.
- 2.2.3 Upon mutual agreement.

3. Controlling Law.

- 3.1 This agreement is to be governed by the law of the State in which the project is located.
- 3.2 Venue and jurisdiction are proper in the 10th Judicial District of North Carolina (Wake County).

4. Notices.

- 4.1 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address below, or given personally, or by regular, registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of the receipt.

4.1.1 For the Town:

Matt Beard, Park Planner	(Name, Title)
Parks & Recreation	(Department)
P.O. Box 8	(Address)
Holly Springs, NC 27540	
(919) 567-4018	(Phone)
Matt.beard@hollyspringsnc.gov	(e-mail)

4.1.2 For the Contractor/Vendor:

Joseph O'Connell, Founder	(Name)
Creative Machines, Inc.	(Company)
4141 E. Irvington Rd.	(Address)
Tucson, AZ 85714	
(520) 294-0939	(Phone)
joconnell@creativemachines.com	(e-mail)

5. Severability.

- 5.1 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Town and Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the

intention of the stricken provision.

6. Waiver.

6.1 Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

7. Attorney's Fees.

7.1 In the event of a breach of this Agreement, the substantially prevailing party shall be entitled to an award of reasonable attorney's fees and costs relating to compelling performance under this Agreement.

8. Insurance & Indemnification Requirement.

\$5,000,000 in Umbrella coverage

8.1 Contractor shall provide general liability insurance for a minimum of \$5,000,000 per occurrence, ~~\$5,000,000 aggregate~~ for the complete term of the contract. Additionally, the Contractor shall supply workman's compensation insurance coverage to all employees within the statutory limits. Contractor shall supply proof of coverage to the Town within 10 days of execution of this contract and shall list "Town of Holly Springs" as additional insured to all general liability policies for the duration of the contract term. A certificate of insurance shall be attached hereto as **Exhibit B**.

8.2 The Contractor agrees to waive any and all claims against the Town from itself or its employees arising from work performed by the Contractor pursuant to this Contract and 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 or indirectly out of this Agreement and/or the performance hereof. The Contractor/Licensee 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.

9. E-Verify.

9.1 Contractor hereby agrees to comply with N.C.G.S. § 64-25, et. seq. regardless of Contractor's status as an independent contractor and not an employee with the Town. The E-Verify Affidavit shall be attached hereto as Exhibit C.

10. Prohibition Against Sex Offenders.

10.1 Contractor is being granted access to the Town's Park system and/or Town Facilities (collectively "Facility") during hours of operation. Contractor hereby agrees that it shall not employ or otherwise allow to perform any aspect of the Contract any person who is a registered sex offender for any scope of work requiring such employee or contractor of the Contractor to access any area of the Facility. Contractor shall have an affirmative duty to ensure compliance with this section by

checking the state and national registry for sex offenders against any employee, agent, contractor, subcontractor, officer, director, or any person that shall in any way perform under this contract. Contractor shall check the registry initially and periodically during the term of the Contract as often as necessary to ensure compliance with this section at all times. Contractor additionally agrees to indemnify and hold the Town harmless for any act or omission that may arise out of the operation of the Contract, the ACP, or any parole agreement among the parties that arise from, directly or indirectly, the Contractor's failure to ensure compliance with this section. This indemnification includes a duty to provide a legal defense.

11. Independent Contractor.

11.1 Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of Town in the performance of the Services. Contractor shall exercise independent judgment in performing duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the workflow and determining how the work is to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant or employee of Town, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which Town provides its employees.

11.2 Contractor's Control Over Services Provided. Contractor shall retain the unqualified right of control over the means, manner and methods by which the Services are performed, and the right to perform such Services at the locations and times that Service Provider independently determines, as approved by the Town. Contractor shall be responsible for providing all equipment, materials and supplies that Contractor determines are needed to timely provide the Services.

11.3 Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.

12. Non-Discrimination.

12.1 As a condition of this Contract, Contractor covenants that Contractor will take all necessary actions to insure that, in connection with any operations under this Contract, Contractor, its officers, employees and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, sexual orientation, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of Town, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

13. Contractor's Employees.

13.1 Contractor agrees and consents that the Town is allowing access to the Contractor to both publicly used and private sensitive Town facilities. Contractor, and any employee, agent, subagent, volunteer, or any person authorized to act on behalf of the Contractor shall maintain a professional demeanor at all times during the interaction with the Town's patrons and visitors to Town facilities. Contractor shall refrain from other commercial or political activity while performing this contract on Town Facilities. Contractor shall undergo criminal background checks on all employees and subcontractors working at the direction of the Contractor in this contract, and shall exclude any employees from working in any Town facility any employees that:

- 1) had a conviction of a any felony within the past 10 years;
- 2) has a conviction in the past 10 years of any violent crime or crime involving theft or dishonesty; or
- 3) is currently a registered sex offender.

14. Assignment.

14.1 Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Town. As an express condition of consent to any assignment, Contractor shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.

15. Right of Review and Audit.

15.1 Town may review any and all of the services performed by Contractor under this Contract. Town is granted the right to audit, at Town's election, all of Contractor's records and billings relating to the performance of this Contract. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to Town's rights as may be disclosed by an audit under this section.

16. Non-Appropriations.

16.1 No provision of this agreement shall be construed or interpreted as creating a pledge of the faith and credit of the town within the meaning of any constitutional debt limitation. No provision of this agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the town within the meaning of the constitution of the state. This agreement shall not directly or indirectly or contingently obligate the town to make any payments beyond those appropriated in the sole discretion of the town for any fiscal year in which this agreement is in effect; provided, however, that any failure or refusal by the town to appropriate funds which results in the failure by the town to make any payment coming due hereunder will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the town in any action for breach of a contractual obligation under this agreement and the taxing

power of the town is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this agreement.

17. Full Agreement. This Contract is the full agreement of the parties, and neither has, or is relaying on any information not contained in this Contract or its Exhibits. The terms of this Contract supersede any conflicting terms which may be contained in any Exhibit attached hereto and incorporated by reference.

18. Ownership of Works of Art. Any final works of art approved by the Town under this agreement shall be owned by the Town. The Town shall have the perpetual right reproduce any work for its own uses for promoting the Town facility, the Parks and Recreation department, or for any other reason without further cost. The Town shall acknowledge that any work is the work of the Contractor. The Contractor may retain any copyright for the works not inconsistent with this provision.

19. Exhibit List. The following documents shall be attached hereto and incorporated by reference.

Exhibit A – Proposal and Scope of Work

Exhibit B – Certificate of Insurance

Exhibit C – E-Verify Affidavit

[Signature Page Follows]

TOWN OF HOLLY SPRINGS:

CONTRACTOR:

BY: _____
Randy J. Harrington, Town Manager

Signature: _____

Name: _____

Title: _____

WITNESS:

WITNESS:

Linda McKinney, Town Clerk

Title: _____

P.O. Number (if applicable) _____

Approved by: Brettany DeVold _____ (initials)

Approved as to form:

John Schifano, Town Attorney

This instrument has been pre-audited in the manner
Prescribed by the Local Government Budget and Fiscal
Control Act

Tina Stroupe, Director of Finance

EXHIBIT A

SCOPE OF THE PROJECT:

Purpose: Holly Springs seeks to commission a professional Artist or team of Artists to create site specific art to be incorporated at the new park and/or recreation facility located on Cass Holt Road.

Project Budget: Total not to exceed **\$247,000 (All inclusive – consultation, design and construction)**. The work shall be done in two phases:

Phase One: The selected Artist(s) consultation and preliminary work until such time as the Parks and Recreation bond passes in November 2023. The budget for this phase of work is up to a maximum of **\$22,000**. Respondents shall include a proposal for this consultation which maximizes the Artist's contribution to the preliminary design work with the Town's other design professionals.

Phase Two: The selected Artist(s) shall implement the works of art approved in Phase One, including all materials and construction of any art, for a total project budget of **\$247,000, inclusive of the \$22,000**. *In the event that the bond does not pass by the voters in November 2023, the Town will only pay the selected Artist the Phase One amount, not to exceed \$22,000.00*

The total project budget amount of \$247,000 is inclusive of all costs associated with this public art project including but not limited to artist fees, other consultants' and subcontractors' fees, insurance conforming to the Town's standards, engineering, permits, materials, fabrication, transportation, installation (including any site modification), and post installation documentation.

Project Info: Park and Indoor Recreation Facility located on Cass Holt Road in Holly Springs.

Location: 5420 Cass Holt Road, Holly Springs, North Carolina. Located across the street from Holly Springs High School.

Artist(s) Responsibilities for the Project:

The services and obligations that will be required of the selected Artist(s) during the contract period include, but are not limited to:

- Plan, lead and conduct at least two (2) community engagement sessions to solicit input and gather feedback from the community, with the goal of including the character, shared history, experiences, and/or inspirations of the community into the artistic elements or displays. This project will require strong interpersonal skills and the ability to listen deeply and thoughtfully to community input.
 - Identify unique and aesthetically pleasing elements for the Park that reference community character
 - Cultivation of a cohesive singular theme or idea that is repeated throughout the Park
 - Artistic elements should be functional and integrated into the site and/or architectural design.
- Collaborate with the Town, landscape and architectural design teams and the community on the final design.

- Provide all services and furnishings of supplies, materials and equipment as necessary for the design, permitting, fabrication, transportation, and installation of the Work at the site. The includes participation in coordination meetings with the Town and design team as necessary.
- Submit to the Town detailed drawings of the commissioned work in order to carry out architectural and engineering design reviews and to certify compliance of the work with applicable statutes and ordinances.
- Strictly adhere to and manage the approved project, budget, and schedule.
- Submit operations and maintenance guidelines to the Town to ensure proper preservation of the art.
- Bear the entire risk of loss or damage to the work during design, fabrication, packing, shipping, and installation.
- Provide and maintain insurance to cover claims for damages for personal injury, bodily injury (including wrongful death), and property damage. The Artist(s) shall require all subcontracts to provide and maintain insurance. A complete list of insurance requirements will be provided to the project finalist.

Confidentiality of Documents:

In general, documents that are submitted as part of the response to this RFQ will become public records and will be subject to public disclosure. North Carolina General Statutes Section 132-1.2 and 66-152 provides a method for protecting some documents from public disclosure. If the Artist or Artist Team follows the procedures prescribed by those statutes and designates a document “confidential” or “trade secret”, the Town will withhold the document from public disclosure to the extent that it is entitled or required to do so by applicable law.

EXHIBIT B



CREAMAC-01

MESPOSITO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Mahoney Group - Tucson 5330 N. La Cholla Blvd Tucson, AZ 85741	CONTACT NAME:	
	PHONE (A/C, No, Ext): (520) 795-8511	FAX (A/C, No): (520) 795-8542
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Creative Machines Inc. Attn: Joe O'Connell 4141 E. Irvington Road Tucson, AZ 85714	INSURER A: Federal Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	35916571 WUC	7/5/2023	7/5/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			79871496	7/5/2023	7/5/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability Additional Insured, Waiver of Subrogation and Primary & Noncontributory per written contract, per attached. Umbrella follows form of the General Liability.

CERTIFICATE HOLDER

CANCELLATION

Town of Holly Springs 128 S Main Street P.O. Box 8 Holly Springs, NC 27540	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Endorsement

<i>Policy Period</i>	JULY 5, 2023 TO JULY 5, 2024
<i>Effective Date</i>	JULY 5, 2023
<i>Policy Number</i>	3591-65-71 WUC
<i>Insured</i>	JOE O'CONNELL CREATIVE MACHINES INC DBA: CREATIVE MACHINES, INC.
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	JUNE 16, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
 - with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
-

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	JULY 5, 2023 TO JULY 5, 2024
<i>Effective Date</i>	AUGUST 14, 2023
<i>Policy Number</i>	3591-65-71 WUC
<i>Insured</i>	JOE O'CONNELL CREATIVE MACHINES INC DBA: CREATIVE MACHINES, INC.
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	SEPTEMBER 12, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions***Other Insurance -
Primary, Noncontributory
Insurance - Scheduled
Person Or Organization***

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations described in the Who Is An Insured section of this contract and that you are obligated, pursuant to a written contract or agreement, to provide with primary insurance as is afforded by this policy, but only to the minimum extent required by such contract or agreement.

All other terms and conditions remain unchanged.

Authorized Representative



Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; Exclusions; Conditions; and Definitions, as well as the Declarations, Common Policy Conditions and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organizations qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the Named **Insured**, other persons or organizations may qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

Coverages***Bodily Injury And Property Damage Liability Coverage***

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies.

This coverage applies only to such **bodily injury** or **property damage** that occurs during the policy period.

Damages for **bodily injury** include damages claimed by a person or organization for care or loss of services resulting at any time from the **bodily injury**.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Advertising Injury And Personal Injury Liability Coverage

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **advertising injury** or **personal injury** to which this coverage applies.

This coverage applies only to such **advertising injury** or **personal injury** caused by an offense that is first committed during the policy period.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Coverages

(continued)

Medical Expenses Coverage

Subject to all of the terms and conditions of this insurance, we will pay **medical expenses** for **bodily injury** caused by an accident to which this coverage applies:

- that takes place on premises rented to or owned by you; or
- in connection with your operations;

provided that such:

- accident occurs during the policy period;
- expenses are incurred and reported to us within three (3) years of the date of the accident; and
- person who sustained such **bodily injury** submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

We will make these payments regardless of fault.

We have no other obligation or liability under this coverage.

Investigation, Defense And Settlements

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the **insured** against a **suit**, even if such **suit** is false, fraudulent or groundless.

If such a **suit** is brought, we will pay reasonable attorney fees and necessary litigation expenses to defend:

- the **insured**; and
- if applicable, the indemnitee of the **insured**, provided the obligation to defend, or the cost of the defense of, such indemnitee has been assumed by such **insured** in an **insured contract**.

Such attorney fees and litigation expenses will be paid as described in the Supplementary Payments section of this contract.

We have no duty to defend any person or organization against any **suit** seeking damages to which this insurance does not apply.

We may, at our discretion, investigate any **occurrence** or offense and settle any claim or **suit**.

Our duty to defend any person or organization ends when we have used up the applicable Limit Of Insurance.

Supplementary Payments

Subject to all of the terms and conditions of this insurance, we will pay, with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend:

- A. the expenses we incur.
- B. the cost of:
 - 1. bail bonds; or
 - 2. bonds required to:
 - a. appeal judgments; or

**Supplementary
Payments**
(continued)

- b. release attachments;
but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
- C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
- D. costs taxed against the **insured** in the **suit**, except any:
 - 1. attorney fees or litigation expenses; or
 - 2. other loss, cost or expense;
 in connection with any injunction or other equitable relief.
- E. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- F. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

These payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

Coverage Territory

This insurance applies anywhere, provided the **insured's** responsibility to pay damages, to which this insurance applies, is determined in a **suit** on the merits brought in the United States of America (including its possessions and territories), Canada or Puerto Rico, or in a settlement to which we agree.

Who Is An Insured**Sole Proprietorships**

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Who Is An Insured

(continued)

Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

Limited Liability Companies

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

Employees

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no **employee** is an **insured** for:

A. **bodily injury, advertising injury or personal injury:**

1. to you, to any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or to any co-**employee** while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

With respect to **bodily injury** only, this limitation does not apply to:

- you or to your directors, managers, members, **officers**, partners or supervisors as **insureds**; or
- your **employees**, as **insureds**, with respect to such damages caused by cardio-pulmonary resuscitation or first aid services administered by such an **employee**; or

B. **property damage** to any property owned, occupied or used by you or by any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or by any of your **employees**.

This limitation does not apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

Who Is An Insured (continued)

Volunteers

Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

Real Estate Managers

Persons (other than your **employees**) or organizations acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

Permissive Users Of Mobile Equipment

With respect to **mobile equipment** registered in your name under a motor vehicle registration law:

- A. persons driving such equipment on a public road with your permission are **insureds**; and
- B. persons or organizations responsible for the conduct of such persons described in subparagraph A. above are **insureds**; but they are **insureds** only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

However, no person or organization is an **insured** with respect to:

- **bodily injury** to any co-**employee** of the person driving the equipment; or
- **property damage** to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an **insured** under this provision.

Vendors

Persons or organizations who are vendors of **your products** are **insureds**; but they are **insureds** only with respect to their liability for damages for **bodily injury** or **property damage** resulting from the distribution or sale of **your products** in the regular course of their business and only if this insurance applies to the **products-completed operations hazard**.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for **bodily injury** or **property damage** that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- physical or chemical change in **your products** made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of **your products**;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your products**; or
- of **your products** which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Who Is An Insured

Vendors (continued)

Further, no person or organization from whom you have acquired **your products**, or any container, ingredient or part entering into, accompanying or containing **your products**, is an **insured** under this provision.

Lessors Of Equipment

Persons or organizations from whom you lease equipment are **insureds**; but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

Lessors Of Premises

Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

Subsidiary Or Newly Acquired Or Formed Organizations

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

Limitations On Who Is An Insured

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
1. ownership, maintenance or use of any assets; or
 2. conduct of any person or organization whose assets, business or organization;

Who Is An Insured**Limitations On Who Is An Insured**
(continued)

you acquire, either directly or indirectly, for any:

- **bodily injury** or **property damage** that occurred; or
- **advertising injury** or **personal injury** arising out of an offense first committed; in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds;**
- claims made or **suits** brought; or
- persons or organizations making claims or bringing **suits**.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

General Aggregate Limit

Subject to the Each Occurrence Limit, the General Aggregate Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**, except damages included in the **products-completed operations hazard**; and
- **medical expenses**.

Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of damages for **bodily injury** and **property damage** included in the **products-completed operations hazard**.

Advertising Injury And Personal Injury Aggregate Limit

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of damages for **advertising injury** and **personal injury**.

Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**; and
- **medical expenses**;

arising out of any one **occurrence**.

Any amount paid for damages or **medical expenses** will reduce the amount of the applicable aggregate limit available for any other payment.

Limits Of Insurance

Each Occurrence Limit (continued)

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

Damage To Premises Rented To You Limit

Subject to the Each Occurrence Limit, the Damage To Premises Rented To You Limit is the most we will pay for the sum of damages for **property damage** to any one premises while rented to you or temporarily occupied by you with permission of the owner.

Medical Expenses Limit

Subject to the Each Occurrence Limit, the Medical Expenses Limit is the most we will pay for the sum of **medical expenses**, under Medical Expenses coverage, for **bodily injury** sustained by any one person.

Bodily Injury/Property Damage Exclusions

None of the following exclusions, except "Contracts", "Expected Or Intended Injury" and "Loss In Progress", apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

Aircraft, Autos Or Watercraft

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any:

- aircraft;
- **auto**; or
- watercraft;

owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to:

- A. a watercraft while ashore on premises owned by or rented to you;
- B. a watercraft you do not own, provided that it:
 - 1. is less than fifty-five (55) feet long; and
 - 2. does not transport persons or cargo for a charge;
- C. the parking of an **auto** on premises owned by or rented to you, provided the **auto** is not owned by or loaned or rented to you or the **insured**;
- D. the liability for damages assumed in an **insured contract** resulting from the ownership, maintenance or use, by others, of an aircraft or watercraft;
- E. the operation of the equipment described in subparagraphs F.2. or F.3. of the definition of **mobile equipment**; or
- F. an aircraft you do not own, provided that:
 - 1. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

**Bodily Injury/Property
Damage Exclusions****Aircraft, Autos Or
Watercraft
(continued)**

2. it is rented with a trained, paid crew; and
3. it does not transport persons or cargo for a charge

**Alcoholic Beverage Type
Businesses**

This insurance does not apply to **bodily injury** or **property damage** for which any **insured** may be held liable by reason of:

- causing or contributing to the intoxication of any person;
- furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Contracts

This insurance does not apply to **bodily injury** or **property damage** for which the **insured** is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- that such **insured** would have in the absence of such contract or agreement; or
- assumed in an oral or written contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage**, to which this insurance applies, occurs after the execution of such contract or agreement.

**Damage To Alienated
Premises**

This insurance does not apply to **property damage** to any premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises.

This exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.

**Damage To Impaired
Property Or Property Not
Physically Injured**

This insurance does not apply to **property damage** to:

- **impaired property**; or
 - property that has not been physically injured;
- arising out of any:
- defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or

Bodily Injured/Property Damage Exclusions

Damage To Impaired Property Or Property Not Physically Injured (continued)

- delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms and conditions.

This exclusion does not apply to the loss of use of other tangible property resulting from sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

Damage To Owned Property

This insurance does not apply to **property damage** to any property owned by you.

Damage To Various Property Of Others (Care, Control Or Custody)

This insurance does not apply to **property damage** to any:

- personal property loaned or rented to you;
- property held by you or on your behalf for sale or entrusted to you for safekeeping or storage;
- property on your premises for purposes of performing operations on such property by you or on your behalf;
- tools or equipment used by you or on your behalf in performing operations; or
- property in your care, control or custody that will be erected, installed or used in construction operations by you or on your behalf.

This exclusion does not apply to the liability for damages assumed in a sidetrack agreement.

Damage To Your Product

This insurance does not apply to **property damage** to **your product** arising out of it or any part of it.

Damage To Your Work

This insurance does not apply to **property damage** to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work causing the damage was performed on your behalf by a subcontractor.

Employer's Liability

- A. This insurance does not apply to **bodily injury** to an **employee** of the **insured** arising out of and in the course of:
1. employment by the **insured**; or
 2. performing duties related to the conduct of the **insured's** business.
- B. This insurance does not apply to **bodily injury** to the brother, child, parent, sister or spouse of such **employee** as a consequence of any injury described in paragraph A. above.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs A. or B. above.

**Bodily
Injured/Property
Damage Exclusions****Employer's Liability
(continued)**

This exclusion does not apply to the liability for damages assumed by the **insured** in an **insured contract**.

**Expected Or Intended
Injury**

This insurance does not apply to **bodily injury** or **property damage** arising out of an act that:

- is intended by the **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of the **insured**;

to cause **bodily injury** or **property damage**, even if the actual **bodily injury** or **property damage** is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or tangible property.

Loss In Progress

This insurance does not apply to **bodily injury** or **property damage** that is a change, continuation or resumption of any **bodily injury** or **property damage** known by you, prior to the beginning of the policy period, to have occurred.

Bodily injury or **property damage** will be deemed to be known by you:

- A. if such injury or damage is known by, or should have been known from the standpoint of a reasonable person in the circumstances of:
 - 1. you;
 - 2. any of your directors, managers, members, **officers** (or their designees) or partners (whether or not an **employee**); and
- B. when any person described in paragraph A. above:
 - 1. reports all, or any part, of any such injury or damage to us or any other insurer;
 - 2. receives a claim or a demand for damages because of any such injury or damage; or
 - 3. becomes aware that any such injury or damage has occurred or has begun to occur.

**Mobile Equipment
Transportation**

This insurance does not apply to **bodily injury** or **property damage** arising out of the transportation of **mobile equipment** by an **auto** owned or operated by or loaned or rented to any **insured**.

Advertising Injury/Personal Injury Exclusions

Breach Of Contract

This insurance does not apply to **advertising injury** or **personal injury** arising out of breach of contract.

Continuing Offenses

This insurance does not apply to **advertising injury** or **personal injury** that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of:

- A. this insurance; or
- B. a subsequent, continuous renewal or replacement of this insurance, that:
 - 1. is issued to you by us or by an affiliate of ours;
 - 2. remains in force while the offense continues; and
 - 3. would otherwise apply to **advertising injury** and **personal injury**.

Contracts

This insurance does not apply to **advertising injury** or **personal injury** for which the **insured** is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- that such **insured** would have in the absence of such contract or agreement; or
- assumed in a written contract or agreement that is an **insured contract**, provided the **advertising injury** or **personal injury**, to which this insurance applies, is caused by an offense first committed after the execution of such contract or agreement.

Crime Or Fraud

This insurance does not apply to **advertising injury** or **personal injury** arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the **insured**.

Expected Or Intended Injury

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense, committed by or on behalf of the **insured**, that:

- is intended by such **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of such **insured**;

to cause injury.

Failure To Conform To Representations Or Warranties

This insurance does not apply to **advertising injury** or **personal injury** arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.

Internet Activities

This insurance does not apply to **advertising injury** or **personal injury** arising out of:

- controlling, creating, designing or developing of another's Internet site;

**Advertising
Injury/Personal Injury
Exclusions****Internet Activities
(continued)**

- controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;
- controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site; or
- publication of content or material on or from the Internet, other than material developed by you or at your direction.

Media Type Businesses

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense committed by or on behalf of an **insured** whose business is advertising, broadcasting, cablecasting, publishing, telecasting or telemarketing.

This exclusion does not apply to **personal injury** caused by an offense described in subparagraphs A., B. or C. of the definition of **personal injury**.

Prior Offenses

This insurance does not apply to **advertising injury** or **personal injury** arising out of any offense first committed before the beginning of the policy period.

**Publications With
Knowledge Of Falsity**

This insurance does not apply to **advertising injury** or **personal injury** arising out of any electronic, oral, written or other publication of content or material by or with the consent of the **insured**:

- with knowledge of its falsity; or
- if a reasonable person in the circumstances of such **insured** would have known such content or material to be false.

**Wrong Description
Of Prices**

This insurance does not apply to **advertising injury** or **personal injury** arising out of any wrong description of the price of goods, products or services.

**Medical Expenses
Exclusions****Athletic Activities**

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any person injured while taking part in athletics.

Injury To Insureds

This insurance does not apply to **medical expenses** arising out of a **bodily injury** to any **insured**, except a volunteer worker.

**Medical Expenses
Exclusions**
(continued)

Nuclear Energy

This insurance does not apply to **medical expenses** arising out of **bodily injury** in any way related to the:

- **nuclear hazardous properties of nuclear material**; and
- operation of a **nuclear facility** by any person or organization.

**Products-Completed
Operations Hazard**

This insurance does not apply to **medical expenses** arising out of **bodily injury** included in the **products-completed operations hazard**.

**Workers' Compensation
Or Similar Laws**

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any person, whether or not an **employee** of any **insured**, if benefits for such **bodily injury** are payable or must be provided under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

Policy Exclusions

Asbestos

- A. This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.
- B. This insurance does not apply to any loss, cost or expense arising out of any:
 - 1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **asbestos**; or
 - 2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **asbestos**.

**Employment-Related
Practices**

- A. This insurance does not apply to any damages sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
 - 1. arrest, detention or imprisonment;
 - 2. breach of any express or implied covenant;
 - 3. coercion, criticism, humiliation, prosecution or retaliation;
 - 4. defamation or disparagement;
 - 5. demotion, discipline, evaluation or reassignment;
 - 6. discrimination, harassment or segregation;

Policy Exclusions**Employment-Related Practices**
(continued)

7.
 - a. eviction; or
 - b. invasion or other violation of any right of occupancy;
 8. failure or refusal to advance, compensate, employ or promote;
 9. invasion or other violation of any right of privacy or publicity;
 10. termination of employment; or
 11. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.
- B. This insurance does not apply to any damages sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph A. above, as a consequence thereof.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

Enhancement, Maintenance Or Prevention Expenses

This insurance does not apply to any loss, cost or expense incurred by you or others for any:

- A. enhancement or maintenance of any property; or
- B. prevention of any injury or damage to any:
 1. person or organization; or
 2. property you own, rent or occupy.

Intellectual Property Laws Or Rights

This insurance does not apply to any actual or alleged **bodily injury, property damage, advertising injury** or **personal injury** arising out of, giving rise to or in any way related to any actual or alleged:

- assertion; or
- infringement or violation;

by any person or organization (including any **insured**) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

This exclusion applies, unless such injury:

- is caused by an offense described in the definition of **advertising injury**; and
- does not arise out of, give rise to or in any way relate to any actual or alleged assertion, infringement or violation of any **intellectual property law or right**, other than one described in the definition of **advertising injury**.

Policy Exclusions

(continued)

Nuclear Energy

- A. This insurance does not apply to **bodily injury, nuclear property damage, advertising injury or personal injury**:
1. with respect to which any **insured** under this policy also has status as an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would have had status as an insured under any such policy but for its termination upon exhaustion of its limit of insurance; or
 2. arising out of the **nuclear hazardous properties of nuclear material** and with respect to which:
 - a. any person or organization is required to maintain financial protection pursuant to the United States of America Atomic Energy Act of 1954, or any law amendatory thereof; or
 - b. the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. This insurance does not apply to **bodily injury, nuclear property damage, advertising injury or personal injury** arising out of the **nuclear hazardous properties of nuclear material**:
1. if the **nuclear material**:
 - a. is at any **nuclear facility** owned by, or operated by or on behalf of, any **insured**;
 - b. has been discharged or dispersed therefrom; or
 - c. is contained in **nuclear spent fuel** or **nuclear waste** at any time transported, handled, stored, disposed of, processed, treated, possessed or used by or on behalf of any **insured**; or
 2. in any way related to the furnishing by any **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**. But if such facility is located within the United States of America (including its possessions or territories) or Canada, this subparagraph 2. applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

Pollution

- A. This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
1. at or from any premises, site or location which is or was at any time owned or occupied by, or loaned or rented to, any **insured**;
 2. at or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste;

Policy Exclusions**Pollution**
(continued)

3. which are or were at any time transported, handled, stored, disposed of, processed or treated as waste by or for any:
 - a. **insured**; or
 - b. person or organization for whom any **insured** may be legally responsible; or
4. at or from any premises, site or location on which any **insured** or any contractor or subcontractor working directly or indirectly on any **insured**'s behalf is performing operations, if the:
 - a. **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor; or
 - b. operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

Subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** caused by the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such operating fluids escape directly from that particular part of such **mobile equipment** designed by its manufacturer to hold, store or receive them. But, this exception does not apply if such **bodily injury** or **property damage** arises out of any discharge, dispersal, seepage, migration, release or escape of **pollutants**, that:

- was intended by the **insured**;
- would have been expected from the standpoint of a reasonable person in the circumstances of the **insured**;
- was a necessary part of operations performed by any **insured**, contractor or subcontractor; or
- occurred during the process of fueling the **mobile equipment** or changing or replenishing any operating fluid.

Subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** if sustained within a building and caused by the release of gaseous irritants or contaminants from materials brought into that building, in connection with the operations being performed by you or on your behalf by the contractor or subcontractor.

Subparagraph A.1. above does not apply to **bodily injury** if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat that building.

Subparagraphs A.1. and A.4.a. above do not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a **hostile fire**.

- B. This insurance does not apply to any loss, cost or expense arising out of any:
 1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or

Policy Exclusions

Pollution (continued)

2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

Paragraph B. above does not apply to the liability for damages, for **property damage**, that the **insured** would have in the absence of such request, demand, order or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.

This exclusion does not apply to the liability for damages, for **property damage**, to premises while rented to you or temporarily occupied by you with permission of the owner and caused by a **hostile fire**, explosion, smoke or leakage from fire protective equipment.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

Recall Of Products, Work Or Impaired Property

This insurance does not apply to any damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- **your product;**
- **your work;** or
- **impaired property;**

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Workers' Compensation Or Similar Laws

This insurance does not apply to any obligation of the **insured** under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

Conditions

Arbitration

We are entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.

Bankruptcy

Bankruptcy or insolvency of the **insured** or of the **insured's** estate will not relieve us of our obligations under this insurance.

Conditions*(continued)***Disclosures And
Representations**

We have issued this insurance:

- based upon representations you made to us; and
- in reliance upon your representations.

Unintentional failure of an **employee** of the **insured** to disclose a hazard or other material information will not violate this condition, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such hazard or other material information.

**Duties In The Event Of
Occurrence, Offense,
Claim Or Suit**

- A. You must see to it that we and any other insurers are notified as soon as practicable of any **occurrence** or offense that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:
1. how, when and where the **occurrence** or offense happened;
 2. the names and addresses of any injured persons and witnesses; and
 3. the nature and location of any injury or damage arising out of the **occurrence** or offense.
- B. If a claim is made or **suit** is brought against any **insured**, you must:
1. immediately record the specifics of the claim or **suit** and the date received;
 2. notify us and other insurers as soon as practicable; and
 3. see to it that we receive written notice of the claim or **suit** as soon as practicable.
- C. You and any other involved **insured** must:
1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
 2. authorize us to obtain records and other information;
 3. cooperate with us and other insurers in the:
 - a. investigation or settlement of the claim; or
 - b. defense against the **suit**; and
 4. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the **insured** because of loss to which this insurance may also apply.
- D. No **insureds** will, except at that **insured's** own cost, make any payment, assume any obligation or incur any expense, other than for first aid, without our consent.
- E. Notice given by or on behalf of:
1. the **insured**;
 2. the injured person; or
 3. any other claimant;
- to a licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us.

Conditions

Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)

- F. Knowledge of an **occurrence** or offense by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such **occurrence** or offense.
- G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee, to notify us of an **occurrence** or offense that such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

Legal Action Against Us

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

Primary Insurance

This insurance is primary except when the Excess Insurance provision described below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method of Sharing provision described below.

Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- A. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for **your work**;
- B. that is insurance that applies to **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;
- C. if the loss arises out of aircraft, **autos** or watercraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion);

Conditions**Other Insurance**
(continued)

- D. that is insurance:
1. provided to you by any person or organization working under contract or agreement for you; or
 2. under which you are included as an insured; or
- E. that is insurance under any Property section of this policy.

When this insurance is excess, we will have no duty to defend the **insured** against any **suit** if any other insurer has a duty to defend such **insured** against such **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured's** rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable limits of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums shown with an asterisk (*) are estimated premiums and are subject to audit.

In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In that case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

Conditions

(continued)

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Advertisement

Advertisement means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

Advertisement does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

Advertising Injury

Advertising injury means injury, other than **bodily injury**, **property damage** or **personal injury**, sustained by a person or organization and caused by an offense of infringing, in that particular part of your **advertisement** about your goods, products or services, upon their:

- copyrighted **advertisement**; or
- registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

Asbestos

Asbestos means asbestos in any form, including its presence or use in any alloy, by-product or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

Auto

Auto means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**.

Bodily Injury

Bodily injury means physical:

- injury;
- sickness; or
- disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

Employee

Employee includes a **leased worker**. **Employee** does not include a **temporary worker**.

Hostile Fire

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Impaired Property

Impaired property means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

- it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- you have failed to fulfill the terms or conditions of a contract or agreement;

if such property can be restored to use by:

- the repair, replacement, adjustment or removal of **your product** or **your work**; or
- your fulfilling the terms or conditions of the contract or agreement.

Insured

Insured means a person or an organization qualifying as an **insured** in the Who Is An Insured section of this contract.

Insured Contract

Insured contract:

A. means:

1. a lease of premises;
2. a sidetrack agreement;
3. an easement or license agreement;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. an elevator maintenance agreement; or
6. any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization.

B. does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for damages arising out of:

1. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
 2. giving directions or instructions, or failing to give them.
-

Definitions*(continued)***Intellectual Property Law
Or Right**

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Intellectual property law or right means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, unfair competition or other similar practices.

Leased Worker

Leased worker means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party's business. **Leased worker** does not include a **temporary worker**.

Loading Or Unloading

Loading or unloading:

- A. means the handling of property:
1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto** or watercraft;
 2. while it is in or on an aircraft, **auto** or watercraft; or
 3. while it is being moved from an aircraft, **auto** or watercraft to the place where it is finally delivered.
- B. does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto** or watercraft.

Medical Expenses

Medical expenses means reasonable expenses for necessary:

- first aid administered at the time of an accident;
- medical, surgical, x-ray and dental services, including prosthetic devices; and
- ambulance, hospital, professional nursing and funeral services.

Mobile Equipment

Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

- A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B. vehicles maintained for use solely on premises owned by or rented to you;
- C. vehicles that travel on crawler treads;

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Mobile Equipment (continued)

- D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1. power cranes, shovels, loaders, diggers or drills; or
 - 2. road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. vehicles not described in subparagraphs A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - 2. cherry pickers and similar devices used to raise or lower workers; and
- F. vehicles not described in subparagraphs A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo.

Mobile equipment does not include self-propelled vehicles with the following types of permanently attached equipment, and such vehicles will be considered **autos**:

- 1. equipment designed primarily for:
 - a. snow removal;
 - b. road maintenance, but not construction or resurfacing; or
 - c. street cleaning;
- 2. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- 3. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

Nuclear Facility

Nuclear facility means any:

- A. **nuclear reactor**;
- B. equipment or device designed or used for:
 - 1. separating the isotopes of plutonium or uranium;
 - 2. processing or utilizing **nuclear spent fuel**; or
 - 3. handling, processing or packaging **nuclear waste**;
- C. equipment or device used for the processing, fabricating or alloying of **nuclear material**, if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than:
 - 1. twenty-five (25) grams of plutonium or uranium 233, or any combination thereof; or
 - 2. two-hundred-fifty (250) grams of uranium 235; or

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Nuclear Facility
(continued)

D. structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear Hazardous Properties

Nuclear hazardous properties includes radioactive, toxic or explosive properties.

Nuclear Material

Nuclear material means **by-product material**, **source material** or **special nuclear material**.

By-product material, **source material** and **special nuclear material** have the meanings given them in the United States of America Atomic Energy Act of 1954 or in any law amendatory thereof.

Nuclear Property Damage

Nuclear property damage includes all forms of radioactive contamination of property.

Nuclear Reactor

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Nuclear Spent Fuel

Nuclear spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

Nuclear Waste

Nuclear waste means any waste material:

- containing **nuclear material**, other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
- resulting from the operation by any person or organization of any **nuclear facility** described in subparagraphs A. or B. of the definition of **nuclear facility**.

Occurrence

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Officer

Officer means a person holding any of the officer positions created by an organization's charter, constitution, by-laws or any other similar governing document.

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Personal Injury

Personal injury means injury, other than **bodily injury**, **property damage** or **advertising injury**, caused by an offense of:

- A. false arrest, false detention or other false imprisonment;
- B. malicious prosecution;
- C. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner;
- D. electronic, oral, written or other publication of material that:
 - 1. libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or
 - 2. violates a person's right of privacy; or
- E. discrimination, harassment or segregation based on a person's age, color, national origin, race, religion or sex.

Pollutants

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Products-Completed Operations Hazard**Products-completed operations hazard:**

- A. includes all **bodily injury** and **property damage** taking place away from premises owned or occupied by or loaned or rented to you and arising out of **your product** or **your work**, except:
 - 1. products that are still in your physical possession; or
 - 2. work that has not yet been completed or abandoned.

Your work will be deemed completed when:

- all of the work called for in your contract or agreement has been completed.
- all of the work to be performed at the site has been completed, if your contract or agreement calls for work at more than one site.
- that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- B. does not include **bodily injury** or **property damage** arising out of:
 - 1. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and that condition was created by the **loading or unloading** of that vehicle by any **insured**;

Definitions**Products-Completed
Operations Hazard
(continued)**

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

2. the existence of tools, uninstalled equipment or abandoned or unused materials; or
3. products or operations for which the classification in our rules indicates that such products or operations are not subject to the Products-Completed Operations Aggregate Limit of insurance.

Property Damage

Property damage means:

- physical injury to tangible property, including resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

Tangible property does not include any software, data or other information that is in electronic form.

Suit

Suit means a civil proceeding in which damages, to which this insurance applies, are sought. **Suit** includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the **insured** must submit or does submit with our consent.

Temporary Worker

Temporary worker means a person who is furnished to a party to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

Your Product

Your product:

- A. means any:
 1. goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. you;
 - b. others trading under your name; or
 - c. a person or organization whose assets or business you have acquired; and
 2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- B. includes:
 1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your product**; and
 2. the providing of or failure to provide instructions or warnings.
- C. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

Definitions
(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Your Work

Your work:

- A. means any:
 - 1. work or operations performed by:
 - a. you or on your behalf; or
 - b. a person or organization whose assets or business you have acquired; and
 - 2. materials, parts or equipment furnished in connection with such work or operations.
- B. includes:
 - 1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your work**; and
 - 2. the providing of or failure to provide instructions or warnings.

EXHIBIT C

STATE OF NORTH CAROLINA)
)
COUNTY OF WAKE) AFFIDAVIT OF CONTRACTOR'S
) COMPLIANCE WITH E-VERIFY

I, Joseph O'Connell (the individual attesting below), being duly authorized by and on behalf of Creative Machines, Inc. (the "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Contractor understands that Contractors Must Use E-Verify. Each Contractor, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).

3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES _____

b. NO _____

4. Contractor's subcontractors comply with E-Verify, and if Contractor is the winning bidder on this project Contractor will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor.

Dated: _____

Signature of Affiant: _____

Print or Type Name: Joseph O'Connell



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

Consent Agenda

Title: Engineering Design & Construction Standards Supplement #9

Strategic Priority Area: Responsible & Balanced Growth

Safe & Friendly

Organizational Excellence

Staff Resource: Sara Emig, Utilities and Infrastructure, Kendra Parrish, Utilities and Infrastructure

Action(s):

Approve Supplement #9 to the Engineering Design and Construction Standards (ED&CS).

Explanation:

- The purpose of the Engineering Design and Construction Standards (EDCS) is to present typical standards for typical conditions encountered in construction of public infrastructure (example: streets and sidewalks, water and wastewater and stormwater). The EDCS is an essential tool for the town to ensure quality, safety, consistency, and efficiency of engineered-designed construction.
- The EDCS updates provide additional clarity about the requirements for design and construction of infrastructure to ensure best, up-to-date materials and practices for efficient operation and maintenance.
- Supplement #9 to the EDCS includes:
 - Update to National Fire Protection Association abbreviation
 - Update the color of reclaimed water signage to be more consistent with reclaimed water pipes and updated Town of Holly Springs logo
 - Update specifications for brick on roundabout details
 - Align concrete sidewalk detail with Section 3 specifications on pages 3-15
 - Update the Americans with Disabilities Act (ADA) Curb Ramp details for consistency with NCDOT details and specify yellow truncated dome mats
 - Remove redundant and no longer relevant details for custom basins, temporary stream crossing option, and block & gravel drop inlet protections
 - Update Precast Grease Interceptor Detail with baffle that extends to the floor of interceptor
 - Add detail for drain connection to storm drain box.

Background:

- The Engineering Design and Construction Standards (EDCS) are the specifications required by the Town as minimum standards for construction of public infrastructure, including but not limited to utilities, roadways, and greenways.
- Both private development and capital improvements are required to adhere to these

standards to ensure a quality product is received upon acceptance into the town-maintained public infrastructure system.

- Establishing and consistently enforcing these requirements results in infrastructure that is more efficient and cost effective to maintain.
- Design and construction best practices and materials are constantly evolving and improving in quality, availability, and efficiency.
- Town staff from multiple departments regularly review and contribute updates to the standards to reflect current construction materials and best practices.

Funding Source(s):

N/A

Attachment(s):

1. EDCS Supp #9 Summary of Changes
2. Section 1.00 Update_Supp #9_2023
3. Section 11.00 Update_ Supp#9_2023
4. Detail Updates_Supp#9_2023

**Engineering Construction and Design Standards
Supplement # 9 Log - November 2023**

Section	Sub-Section	Item	Description
1.00 Definitions and Abbreviations	1.02 Abbreviations	NiFPA	Remove "i" to make National Fire Protection Association Abbreviation correct.
11.00 Reclaimed Water Distribution System	11.01 Reclaimed Water Distribution Pipe	A. Design	Update description of reclaim water sign to match detail HS1110 update.

Revised DETAILS	Detail Name	Change Made:
HS314	Roundabout Hardscape Details	Changed inner roundabout pattern to brick with heavy broom finish, remove call outs of expansion joints.
HS316	Vehicular Concrete Pavement Detail at Roundabout	Updated stamped brick pattern with heavy broom finish to detail to match HS314.
HS327	Standard Concrete Sidewalk	Updated detail to be consistent with Section 3 Specifications on pg 3-15
HS331	Standard Wheelchair Ramp	Remove- Replaced with 384-391 for consistency with NCDOT details
HS 332	Standard Wheelchair Ramp	Remove- Replaced with 384-391 for consistency with NCDOT details
HS384-391	Curb Ramps	New details for consistency with NCDOT ADA ramp details; yellow truncated dome mats
HS406	Custom Basin	Remove- redundant and contradictory
HS419	Temp Stream Crossing Option	Remove- no longer relevant
HS421	Block & Gravel Drop Inlet protection	Remove- no longer relevant
HS725	Precast Grease Interceptor	Updated to show baffle extending to floor of interceptor.
HS824	Drain Connection to Storm Drain Box	New- Drain Connection to Storm Drain Box
HS1110	Reclaimed Water Usage Sign	Color update for background of reclaimed sign to better match reclaim water line colors and updated TOHS logo.

SECTION 1.00
DEFINITIONS AND ABBREVIATIONS

SUB-INDEX

1.01 DEFINITIONS

1.02 ABBREVIATIONS

SECTION 1.00

DEFINITIONS AND ABBREVIATIONS

1.01 DEFINITIONS

CERTIFICATE OF OCCUPANCY - Approval granted by the Town for a new or renovated structure to be occupied.

CODE - The Town of Holly Springs Code of Ordinances, including the Unified Development Ordinance.

DEVELOPMENT INSPECTOR - The Development Inspector, an assistant, or other representative duly authorized by the Executive Director of Utilities and Infrastructure Services.

CONTRACTOR – Person or persons performing construction activity, either as a primary or sub-contractor within the Town, either for the Town, for owners/developers, for utility companies, or any other entity.

DETAILS – The drawings found within the Town of Holly Springs Engineering Design and Construction Standards Manual

DEVELOPMENT PLAN - Specific plans for residential, commercial/mixed use or industrial development of property filed in connection with an Architectural and Site Design Review or development incentives review under the terms of this UDO. A development plan may include, but not limited to: a site plan; landscape plan; Master Sign Plan; lighting plans; building elevations; and pedestrian and vehicular circulation plans, which are reasonably necessary to depict or describe certain information and data as required by this UDO.

DEVELOPMENT PROCEDURES MANUAL (DPM) – The Town of Holly Springs procedural manual companion document to the Unified Development Ordinance.

EXECUTIVE DIRECTOR OF UTILITIES AND INFRASTRUCTURE SERVICES – The Utilities and Infrastructure Services Director, an assistant, or other representative duly authorized by the Executive Director of Utilities and Infrastructure Services.

EASEMENT - A property right to use or control real property of another.

ENGINEER - The Executive Director of Utilities and Infrastructure Services of the Town of Holly Springs, an assistant, or other representative duly authorized by the Town.

INVERT - The lowest point in the internal cross section of a pipe or other culvert.

MASTER PLAN - A drawing, map, plan or other graphic representation of an overall project, drawn to an appropriate scale by hand or other drawing method, but containing sufficient detail to depict the patterns proposed for an overall project and to determine compliance with the use and development standards provisions of this UDO

OWNER/DEVELOPER - Person or persons who are responsible financially for the construction activity.

PLANS – Town-approved plans, profiles, standard details, supplemental plans, and working drawings, which show the location, dimensions, and details of the work to be performed.

PROJECT - Any design, repair or construction activity occurring within the jurisdiction of the Town of Holly Springs.

RIGHT OF WAY - The land area between the back of curb or edge of pavement and the property boundary, including the area containing the street.

STANDARDS - The general term comprising all the directions, provisions, and requirements contained or referred to in this book entitled “Town of Holly Springs Engineering Design and Construction Standards” and in any subsequent revisions or additions to this document.

SUBGRADE - That portion of the roadbed prepared as a foundation for the pavement structure.

TOWN – The Town of Holly Springs, North Carolina

UNIFIED DEVELOPMENT ORDINANCE (UDO) – The Town of Holly Springs UDO regulates development within the Town.

1.02 ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
ABS	Acrylonitrile Butadiene Styrene
AFF	Above Finish Floor
ANSI	American National Standards Institute
ASSE	American Association of Safety Engineers
ASTM	American Society of Testing and Materials

AWWA	American Water Works Association
BHP	Brake Horsepower
°C	Degrees Centigrade
CO	Certificate of Occupancy
Cy/CuYd	Cubic Yard
DEMLR	Division of Energy, Mineral and Land Resources
DHS	Division of Health Services
DIP	Ductile Iron Pipe
DIPRA	Ductile Iron Pipe Research Association
DWR	Division of Water Resources
ETJ	Extraterritorial Jurisdiction
°F	Degrees Fahrenheit
Ft	foot
GPD	gallons per day
GPM	gallons per minute
HDPE	High Density Polyethylene
HP	Horsepower
HGL	hydraulic grade line
ID	Internal Diameter
In	inches
lbs	pounds
MSL	Mean Sea Level
MUTCD	Manual on Uniform Traffic Control Devices
NCDENR	North Carolina Department of Environmental and Natural Resources

NCDOT	North Carolina Department of Transportation
NCDPS	North Carolina Department of Public Safety
NEC	National Electric Code
NFPA	National Fire Protection Association
NRCS	National Resource Conservation Service
NYDOT	New York Department of Transportation
OC	On Center
oz	ounce
OD	Outside Diameter
OSHA	Occupational Safety & Health Administration
PC	Point of Curvature
PE	Professional Engineer, Registered in the State of North Carolina
PLS	Professional Land Surveyor, Registered in the State of North Carolina
PPM	parts per million
PSI	pounds per square inch
PT	Point of Tangency
PVC	Polyvinyl Chloride
PVC	Point of Curvature on Vertical Curve
PVT	Point of Tangency on Vertical Curve
$Q_{\max}$	maximum discharge
$Q_{\min}$	minimum discharge
RH	Relative Humidity
SCS	Soil Conservation Service

sec	second
Sq Ft	square feet
SU	Single Unit Truck (with 20 foot wheelbase and 30 foot overall length)
Sq Yd	square yard
TDH	Total Dynamic Head
UL	Underwriters' Laboratories, Inc.
USACE	United States Army Corps of Engineers
USC	University of Southern California
V	Volts
VAC	Voltage - Alternating Current
VDC	Voltage (Direct Current)
WB-40	Semitrailer Truck (with 40 foot wheelbase and 45.5 ft overall length)
WB-50	Semitrailer Truck (with 50 foot wheelbase and 55 foot overall length)

END OF SECTION 1.00

**SECTION 11.00
RECLAIMED WATER DISTRIBUTION SYSTEM**

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11.00 GENERAL

11.01 RECLAIMED WATER DISTRIBUTION PIPE

- A. Design
- B. Materials
- C. Installation

11.02 VALVES AND APPURTENANCES

- A. Valves
- B. Appurtenances

11.03 RECLAIMED WATER SERVICE TAPS

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- B. Materials

11.04 RECLAIMED WATER IRRIGATION SYSTEMS

- A. General
- B. Designs
- C. Street Crossing
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11.05 TESTING AND INSPECTION

- A. General
- B. Testing
- C. Inspection
- D. Cross Connection Control

11.06 REPAIR OF RECLAIMED WATER SYSTEM

11.00 GENERAL

- A. All aspects of the design and construction of any portion of the reclaimed water distribution system shall, at a minimum, meet the requirements of the North Carolina Department of Environmental Quality (NCDEQ) Division of Water Resources (DWR). Requirements presented in the Town of Holly Springs Standard Specifications hereunder that are more restrictive or go above and beyond the requirements of DWR are required by the Town of Holly Springs.
- B. All Reclaimed water systems must be designed per North Carolina Administrative Code Title 15A (15A NCAC) – Environmental Quality, Subchapters 02T, 02U, and 18C latest revisions, the governing regulations.
- C. Extensions of the existing reclaimed water distribution system must adhere to any and all Policy Statements and/or Master Plans pertaining to the reclaimed water distribution system and receive prior approval from the Executive Director of Utilities and Infrastructure Services, prior to consideration.
- D. Reclaimed water main extensions may require a detailed hydraulic report, signed and sealed by a North Carolina Professional Engineer, be submitted to the Executive Director of Utilities and Infrastructure Services and receive approval prior to construction drawing submittal.
- E. All utility extension permits must be obtained prior to construction. Refer to the Town Code of Ordinances Section 16 for further requirements.
- F. Reclaimed water shall be utilized and distributed in accordance with 15A NCAC 02U Sections .0500 through 0.0700.
- G. Any reclaimed water that leaves the reclaimed water distribution system other than by means of a properly permitted use must be disposed of into the Town of Holly Springs sanitary sewer system. This includes any reclaimed water line flushing, and/or line breaks unless otherwise allowed by NCDEQ rules. Deminimus runoff from distribution air relief valves and blow-off is deemed permitted per NCDEQ rules. Any reclaimed water that is not a properly permitted use or sent to a sanitary sewer must be reported and handled as if it were a wastewater spill.

11.01 RECLAIMED WATER DISTRIBUTION PIPE

All new irrigation systems located within the Town's reclaimed service area desiring to obtain water service for such system from the Town must connect to the reclaimed water system, if reclaimed water is available to the property. Design must be in accordance with

Chapter 16 Article IV of the Holly Springs Town Code of Ordinances. These areas are shown on the Reclaimed Water Distribution Service Area Map located on the Town's website.

A. DESIGN

1. Location: Reclaimed water lines shall be extended along the roadway to the adjacent property line. All public reclaimed water mains shall be located within dedicated right of way or dedicated easements with a minimum width of 20 feet. See Section 2.10 for allowable landscape plantings within a Town of Holly Springs easement.
2. Sizing: Reclaimed water mains shall be sized in accordance with good design procedures to provide adequate pressures throughout the system or as directed by the Executive Director of Utilities and Infrastructure Services. The minimum pipe size for reclaimed water mains shall be 4 inches in accordance with the reclaim hydraulic model.
3. Installation: All utility extension permits must be obtained prior to construction utilizing appropriate application forms from NCDEQ and/or the town. All reclaimed water mains shall have a minimum cover of 4 feet measured from the top of the pipe to the finished grade. When reclaimed water mains are installed along a roadway which does not have curb and gutter, the reclaimed water main shall be installed at sufficient depth to prevent conflict with future road improvements or vertical alignment changes.
4. Relation to Potable Water Mains and Other Utilities
 - a) Reclaimed water distribution lines shall be located at least 10-feet horizontally from any water line, unless local conditions or barriers prevent a 10-foot lateral separation. If these separation distances cannot be met, the piping and integrity testing procedures shall meet water main standards in accordance with 15A NCAC 18C. Reclaimed water distribution lines shall meet the separation distances to sewer lines in accordance with 15A NCAC 02T .0305.
 - b) Reclaimed water mains should only cross sanitary sewer mains or potable water mains at an approximate 90 degree angle.
 - d) The minimum separation between reclaimed water mains and storm sewer mains must be either 5 feet horizontal or 2 feet horizontal with a vertical separation of 24 inches unless otherwise approved by the Executive

Director of Utilities and Infrastructure Services. Where storm sewers cross reclaimed water with a vertical separation of less than 24 inches the segment of reclaimed water pipe shall be ductile iron pipe at least one whole pipe length from the crossing point with joints equivalent to water main standards.

- e) Where reclaim water main crosses under storm sewer main with a vertical separation less than 24 inches then reclaim water must be ductile iron minimum of 10 feet each side of crossing and properly marked as reclaim.
- f) Where sanitary sewer crosses reclaimed mains, a vertical separation of 18 inches must be maintained.
- g) Reclaimed water distribution lines shall not be less than 50 ft from a well unless the piping and integrity testing procedures meet water main standards, but in no case shall they be less than 25 feet from a private well or 50 ft from a public well.

5. Identification of Reclaimed Piping

a. General:

- i. All new distribution piping in the reclaimed water system, including service lines, valves and other appurtenances should either be colored purple (Pantone 522 or similar) and embossed or be integrally stamped/marked "CAUTION: RECLAIMED WATER – DO NOT DRINK," or be installed with a purple identification tape, and a purple polyethylene vinyl wrap.
- b) Polyethylene Wrap: Buried ductile iron pipe and fittings shall be wrapped with a purple colored polyethylene membrane conforming to ANSI A21.5, and installed in accordance with AWWA C105. The polyethylene sheets shall be 8 mils thick, minimum, and be colored purple (Pantone 522 or similar).
- c) Tracer Wire: Tracer wire shall be installed on all reclaimed piping. Tracer wire shall be installed as shown in the Details. Approved Wire Connectors shall be used to attach wire together.
- d) Identification Tape:

- i. Identification tape should be prepared with white or black printing on a purple field (Pantone 522 or similar) having the words “CAUTION: RECLAIMED WATER – DO NOT DRINK.” The overall width of the tape should be at least 3 inches.
 - ii. Identification tape should be installed on the top of the distribution piping longitudinally and should be centered over the pipe. The identification should be continuous in its coverage on the pipe and should be fastened to each pipe length no more than 10 feet apart. Tape attached to sections of pipe before they are placed in the trench should have flaps sufficient for continuous coverage. Other satisfactory means of securing the tape during backfill of the trench may be used if suitable for the work, as determined by the Executive Director of Utilities and Infrastructure Services.
 - iii. The identification tape differentiating the reclaimed water piping from other utility lines should be consistent throughout the service area.
- e) Signage:
- i. The public shall be notified of the use of reclaimed water.
 - ii. Advisory signs shall be posted around reclaimed water irrigation activities in public areas, adjacent to ponds used to store reclaimed water in public areas, and at decorative water features that use reclaimed water.
 - iii. All advisory signs should be colored purple (Pantone 522 or similar), should read “CAUTION: RECLAIMED WATER – DO NOT DRINK,” The sign shall reference the TOHS Utilities and Infrastructure Services Department. Additionally, signage shall provide emergency number of 919-577-1090 and the Town’s website.

B. MATERIALS

1. Material: All reclaimed water main distribution pipe 4” thru 12” diameter shall be C900 PVC pipe. All reclaimed water main distribution pipe greater than 12” diameter shall be C905 PVC. Ductile Iron Pipe shall only be used in special cases and with the Executive Director of Utilities and Infrastructure Services approval. New manufacturers must submit requests for approval to the Executive Director of Utilities and Infrastructure Services. Additional information such as catalogs, list of installations in the area or material samples may be required. A written response will be mailed to the applicant accepting or rejecting the product within 90 days of the receipt of all necessary information.

2. Ductile Iron Pipe:

- a) This material shall only be used for reclaimed water lines with Executive Director of Utilities and Infrastructure Services' approval.
- b) Buried ductile iron pipe and fittings shall be wrapped with a purple colored polyethylene membrane conforming to ANSI A21.5, and installed in accordance with AWWA C105. The polyethylene sheets shall be 8 mils thick, minimum, and be colored purple (Pantone 522 or similar).
- c) Ductile iron pipe shall be designed and manufactured in accordance with AWWA C150 and C151. The minimum required pressure ratings for ductile iron pipe installed at a Type 2 laying condition are tabulated below. For all other installations other than specified, the laying condition or the minimum pressure class rating shall be increased in accordance with AWWA C151.

Pipe Diameter	Depth of Cover	Pressure Class
6-8 -inch	3-20 feet	350 psi
10-12 -inch	3-14 feet	350 psi
14-20 -inch	3-10 feet	250 psi
24-64 -inch	3 - 8 feet	150 psi

- d) Pipe joints shall be of the push-on type as per AWWA C111. Pipe lining shall be cement mortar with a seal coat of bituminous material in accordance with AWWA C104. Galvanized steel pipe will not be allowed as a material for reclaimed water mains or reclaimed water service lines.

3. PVC Pipe:

- a) PVC pipe (4" to 12") shall be designed and manufactured in accordance with AWWA C900. PVC pipe larger than 12" shall be designed and manufactured in accordance with AWWA C905. The PVC pipe shall be made of virgin PVC resin that provides chemical and physical properties that meet or exceed cell class 12454-B as defined in ASTM D1784. All PVC pipe shall be supplied in standard laying lengths of 20 feet. Pipe shall be furnished in factory packaged units, with each joint plainly marked with the manufacturer's name, pressure class, size, etc. PVC pipe shall have integral wall, bell and spigot joints fabricated with elastomeric gaskets that meet or exceed the performance requirements of ASTM D3139 and F477. Fittings used on PVC pipe shall be AWWA C153 compact ductile iron fittings.

- b) All PVC pipe supplied for reclaimed water applications shall be color coded purple (Pantone 522 or similar) as required by 15A NCAC 02U – Reclaimed Water).
 - c) Furnish pipe for the following minimum pressure classes as indicated. Diameter 4”-12”, C900 Pressure Class 150, SDR 18 Diameter 14” and larger, C905 Pressure Class 165, DR18.
4. Steel Encasement for reclaimed water pipes are required for the following Street Classifications to avoid traffic disruption in the future:
- Controlled Access Highway

For carrier pipes that employ cathodic protection anticorrosion systems, the carrier and casing pipes shall be effectively insulated from one another. Carrier and casing shall be cathodically protected as a unit.

See Section 5.03 Boring and Jacking for more casing pipe size requirements.

C. INSTALLATION

1. Ductile iron pipe shall be installed in accordance with the requirements of AWWA C600 and the Ductile Iron Pipe Handbook published by the Ductile Iron Pipe Research Association. At a minimum, all ductile iron pipe shall be installed at a Type 2 laying condition as specified by AWWA C600.
2. PVC pipe shall be installed in accordance with AWWA C605. At a minimum, all PVC pipe shall be installed at a Type 3 laying condition as specified by AWWA C605.
3. Materials at all times shall be handled with mechanical equipment or in such a manner to protect them from damage. At no time shall pipe and fittings be dropped or pushed into ditches.
4. Pipe and fitting interiors shall be protected from foreign matter and shall be inspected for damage and defects prior to installation. In the event foreign matter is present in pipe and fittings, it shall be removed before installation. Open ends of pipe shall be plugged or capped when pipe laying is not in progress.
5. All pipes shall be in nominal lengths of eighteen or twenty feet and shall be installed with at least 48 inches of cover below the finished subgrade. Pipe shall be laid on true lines as directed by the Executive Director of Utilities and Infrastructure

Services. Trenches shall be sufficiently wide to adjust the alignment. Bell holes shall be dug at each joint to permit proper joint assembly. The pipe shall be laid and adjusted so that the alignment with the next succeeding joint will be centered in the joint and the entire pipeline will be in continuous alignment both horizontally and vertically. Pipe joints shall be fitted so that a thoroughly watertight joint will result. All joints will be made in conformance with the manufacturer's recommendations for the type of joint selected. All transition joints between different types of pipe shall be made with transition couplings approved on shop drawings showing the complete assembly to scale.

6. Prior to beginning construction, the Contractor shall contact local utility companies and verify the location of existing utilities. The Contractor shall be completely and solely responsible for locating all existing buried utilities inside the construction zone before beginning excavation. The Contractor shall be solely responsible for scheduling and coordinating the utility location work. When an existing utility is in conflict with construction, it shall be exposed prior to beginning construction to prevent damage to the existing utility.
7. Valves in the existing Town of Holly Springs water system shall not be operated without a minimum notice of 24 hours to the Executive Director of Utilities and Infrastructure Services and the Director of Public Utilities. The Contractor shall operate valves only in accordance with Town of Holly Springs Engineering Design and Construction Standards.

11.02 VALVES AND APPURTENANCES

A. VALVES

1. General

- a) Valves shall be installed on all branches from feeder reclaimed water mains according to the following schedule: 4 valves at crosses; 3 valves at tees. When a loop section of reclaimed water line is connected back into the feeder reclaimed water main within a distance of 200 feet or less, only one valve will be required in the feeder reclaimed main. Reclaimed water main extensions or mains extending at a project phase line shall include a valve and one additional standard length of pipe with a cap and a temporary blow-off assembly.
- b) Where no reclaimed water line intersections are existing, a main line valve shall be installed at every 100 feet per 1-inch diameter main up to a distance of 1000 feet between valves. In addition, the Town of Holly Springs reserves the right to require additional isolation valves where necessary for efficient operation and maintenance.

- c) Valves shall be properly located, operable and at the correct elevation. All valves and reducers shall be rodded to the tee or cross if one is located within 10 feet as shown in the Details. If reducers cannot be rodded, concrete blocking or other restraining methods will be required. The maximum depth of the valve nut shall be 5 feet. When valve extension kits are used, they must be manufactured by the same company which manufactured the valve.

2. Combination Air Valves

- a) Combination air valves shall be installed at all high points of reclaimed water lines 12" inches in diameter or larger and at other locations as directed by the Town of Holly Springs. The reclaimed water main shall be installed at a grade which will allow the air to migrate to a high point where the air can be released through an air valve. A minimum pipe slope of 1 foot in 500 feet should be maintained. The valve shall have a minimum two (2) inch NPT inlet and 200-PSIG working pressure. Combination air valves shall be sized by the Engineer and approved by the Town of Holly Springs.
- b) Combination air valves shall be of the single housing style that combines the operation of both an air/vacuum and air release valve. The valve must meet the requirements of AWWA C512 and be installed in accordance with the Details.
- c) Manholes installed for the combination air valves shall meet all requirements of Section 7.00.

3. Gate Valves

- a) Gate valves 2 inches and greater shall meet all requirements of AWWA C500 for a working pressure of 200 psi. All gate valves shall be mechanical joint with iron body, bronze mounting double disc parallel seat type with a non-rising stem and open left with a double O-ring seal.
- b) Gate valves, up to and including 12 inches, shall be installed in a vertical position.
- c) Gate Valves 16 inches and larger must be approved by the Executive Director of Utilities and Infrastructure Services. They may be installed horizontally and equipped with bevel gears, grease case, rollers, tracks scrapers, and a bypass located on the side of the body (fully revolving disc valves shall not require rollers), or vertically and be equipped with spur gears enclosed in a grease case and with a bypass located on the side of the body. In either case, the roller and

scraper operators shall be installed in a manhole that meets all requirements of Section 7.00.

4. Resilient Seat Wedge Gate Valves: Resilient seat wedge gate valves shall be manufactured in accordance with AWWA C509 for a working pressure of 200 psi. All shall be mechanical joint with iron body, open left with a non-rising stem and two O-ring stem seals. All ferrous surfaces, both inside and outside, shall be protected by a fusion-bonded epoxy coating.
5. Butterfly Valves: Butterfly Valves may be installed in reclaimed water mains 24 inches or greater with the permission of the Executive Director of Utilities and Infrastructure Services. All butterfly valves shall meet the requirements of AWWA C504 with mechanical joints, 2 inch open left operating nut. Valves installed on reclaimed waterlines at depths greater than 6' (measured to top of pipe) shall be installed in a manhole (see Section 7.00) as shown in the Details. Valves designated by the Town of Holly Springs to potentially have a remote actuator shall be installed in a manhole (see Section 7.00) as shown in the Details.
6. Valve Boxes
 - a) Valve boxes shall be cast iron, screw or telescopic type, with a 5-inch opening. Valve box ring adjustments will not be allowed. All valve boxes shall be furnished with an approved operating key which shall allow operation by authorized personnel only.
 - b) Valve box covers shall be square in shape (NOT round) and shall be designed for AASHTO H-20 truck loadings. All valve box covers shall be of non-interchangeable shape with potable water covers, and cast on the top surface with a recognizable inscription indicating "Reclaimed Water". All valve box covers shall be painted purple (Pantone 522 or similar).
 - c) The valve box shall be centered over the wrench nut and seated on compacted backfill without touching the valve assembly. All valve boxes shall be encased in a trowel finished 2' x 2' x 6" pad of 3000-psi concrete beneath the asphalt with the cover flush with the top of the pavement or flush with the finished grade. Precast concrete valve box encasements may not be used for valve box encasement outside of paved areas. The maximum depth of the valve nut shall be 5 feet. When valve extension kits are used, they must be manufactured by the same company that manufactured the valve.

B. APPURTENANCES

1. Pipe Fittings: Pipe fittings shall be cast or ductile iron designed and manufactured as per AWWA C110. Sizes of fittings up to and including 12 inches shall be designed for an internal pressure of 250 psi, and larger size fittings shall be designed for an internal pressure of 150 psi. Compact ductile iron mechanical joint fittings designed and manufactured as per AWWA C111 are also acceptable. Joints for fittings shall be mechanical and lined with cement mortar with a seal coat of bituminous material, all in accordance with AWWA C104.

2. Blowoffs

- a) Blowoffs installed at the end of cul-de-sacs shall be a minimum of 2 inches. Blowoffs installed on transmission and distribution mains shall be a minimum of 2 inches. Where there is not sufficient pressure to thoroughly flush the system, a larger blowoff will be required.
- b) Blowoff assemblies shall be constructed as shown in the Details. The valves shall be gate type with a non-rising stem and a 2-inch operating nut, O-ring seals and screwed ends. A full-size valve is required on mains that are planned to be extended.
- c) Blowoffs shall be directed in a non-erosive manner to a stabilized grassed area at least 50 ft. from a jurisdictional feature or directed into the closest sanitary sewer manhole. Blowoffs installed at the end of cul-de-sacs should be tied into a sanitary sewer manhole where available.

3. Thrust Restraint: Reaction blocking for all fittings or components subject to hydrostatic thrust shall be securely anchored by the use of concrete thrust blocks poured in place or restrained joint piping as described below

- a. Concrete thrust blocks shall be poured in place with reaction areas as shown in the Details. No concrete shall interfere with the removal of fittings. Material for reaction blocking shall be 3000 psi concrete. A minimum 4 mil plastic shall cover the fitting to ensure that no concrete will interfere with removal of the fitting.
- b. PVC Bell Joint Restraint - All PVC bell joints shall be restrained for both C900 and C905 PVC pipe. The bell joint restraint shall consist of either an approved restrained PVC joint provided by the same manufacturer of the PVC pipe or an approved bell joint restraint harness. All bell joint restraint harness assemblies shall be made of ductile iron pipe (DIP), coated with a manufacturer applied epoxy coating or polyester powder coating, including stainless steel bolts, nuts and rods. The bell joint restraint harness shall be manufacturer approved for use with PVC pipe and rated for at least 200-psi with a 3:1 safety factor.

- c. All valves and fittings shall be restrained to C900 or C905 pipe with an approved wedge action retainer gland or other approved restraining method. All DIP fittings for reclaimed water use shall be identified by purple painting or wrapping with polyethylene wrap (Pantone 522 or similar). Alternative restraining methods and mechanical joint restraints may be used upon approval by the Executive Director of Utilities and Infrastructure Services.

11.03 RECLAIMED WATER SERVICE TAPS

A. DESIGN

1. Individual reclaimed water services, and multiple branch services, shall be provided from the reclaimed water main to each reclaimed water meter for single customer locations in accordance with the Details. All connections shall be made by wet taps. Service connections shall be made perpendicular to the reclaimed water main and shall run straight to the reclaimed water meter.
2. All reclaimed water meter boxes and vaults shall be located at the edge of the serviced lot's right of way or easement. Reclaimed water meter boxes shall not be placed in streets, sidewalks, parking areas or obstructed by fencing or buildings. Exceptions to these conditions will be at the direction of the Executive Director of Utilities and Infrastructure Services.
3. Service taps to existing reclaimed water mains shall be made by the Town of Holly Springs. Service taps to new reclaimed water mains shall be made by the Contractor in accordance with the Specifications.
4. Water meters shall be sized based on applicant water budget calculations using the approved method. Water meter size shall be determined from the following table; or as otherwise specified by the Executive Director of Utilities and Infrastructure Services. Multiple branch services size shall be determined by the designer.

METER SIZING GUIDE		
Meter Size (inches)	Flow Range (GPM)	
3/4" PD	0 - 20	
1" PD	20 - 50	
1½" PD	50 - 100	
2" C	100 - 200	
3" C	200 - 400	
4" C	400 - 600	
PD = Positive Displacement T = Turbine (may be required on a case-by-case basis) C = Compound (must be sized on a case-by-case basis)		

5. Service taps greater than 2 inches shall be made by a Contractor of the Developer.

B. MATERIALS

1. Taps:

Direct taps shall not be allowed on C900 or C905 PVC mains. The maximum allowable size for saddle taps is 2". All taps larger than 2-inches shall be installed by inline fittings or tapping sleeves. All tapping of C900 or C905 PVC mains shall be implemented with shell type cutting tools classified for use with PVC pipe that retains the coupon cut while penetrating the pipe wall, use of twist drill bits and auger bits shall be prohibited.

The maximum size of direct taps without a fitting, tapping sleeve or saddle for ductile iron mains shall be as follows:

Main Size (inches)	Tap Size (inches)
4" main	3/4" tap
6" main	1" tap
8" main	1 1/4" tap
10" main	1 1/2" tap
12" main	2" tap

2. Tapping Sleeves: Tapping Sleeves shall be made of either cast iron or stainless steel. The sleeve shall be two-piece with mechanical joint to the main line and flanged to the tapping valve. Cast iron shall meet AWWA C110 specifications. Stainless steel shall meet AWWA C223 specifications. All sleeves shall require full circumferential gasket. All tapping sleeves shall be manufactured and approved for installation on the specific main line pipe material (DIP, C900, C905).
3. Tapping Saddles: Tapping Saddles shall be used on reclaimed water mains 16 inches and larger. Saddles shall be made of ductile iron providing a factor of safety of 2.5 with a working pressure of 250 psi. Saddles shall be equipped with an AWWA C110 flange connection on the branch. Sealing gaskets shall be O-ring type, high quality molded rubber having an approximate 70 durometer hardness, placed into a groove on the curved surface of the saddles. Straps shall be alloy steel. The maximum size saddle outlet for each size of pipe to be tapped shall be as follows:

<u>Size pipe to be tapped</u>	<u>Maximum size Saddle Outlet</u>
16"	8"
18"	8"
20"	10"
24" and larger	12"

4. Corporation Stops: Corporation Stops shall be ball type, made of brass and complete with a compression or flared coupling and AWWA Standard threads as per AWWA C800. Taps shall be located at 10:00 or 2:00 o'clock on the circumference of the pipe. Service taps shall be staggered alternating from one side of the reclaimed water main to the other and at least 12 inches apart. The taps must be a minimum of 24 inches apart if they are on the same side of the pipe. No burned taps will be allowed and each corporation stop will be wrapped with Teflon tape for ductile iron pipe reclaimed water mains. No tapping shall be made where rodding is placed.
5. Service Saddles: Service saddles shall be bronze body (85-5-5 waterworks brass) and double strap for taps with silicon bronze nuts conforming to ASTM A98 and factory installed grade 60 rubber gaskets. Service saddles shall be approved by the manufacturer for use on C900/C905 PVC mains.
6. Service Tubing: Copper service tubing shall be type K soft copper tubing per ASTM B88. No union shall be used in the installation of the service connection of 100-feet or less. The longest available length of service line shall be used with no unions (e.g. for 3/4 inch, only 1 union will be allowed for each 100 foot

section). Unions shall be made with flare or compression type couplings. Copper service tubing shall be installed reclaimed locating tape, spirally wrapped from the tap through the setter.

7. Coppersettters for ¾ and 1-inch Reclaimed Water Services: All ¾ and 1-inch reclaimed water services shall be installed with coppersettters as shown in the Details. All coppersettters shall be as manufactured by Mueller or Ford at the dimensions shown in the Details. All coppersettters shall be installed with a lockable angle ball valve assembly and outlet angle check valve on all size settters. Coppersettters shall be installed with flare fittings and all coppersetter assemblies shall be provided as shown in the Details with galvanized brace pipes for additional stability. All installations shall provide the coppersetter properly aligned with the meter box reader lid such that the meter is clearly visible below the reader lid.
8. Meter Boxes for ¾-inch services: ¾-inch meter boxes shall be light weight polymer concrete as shown in the Details. Meter boxes for ¾-inch reclaimed water services shall provide a cover opening of 11 X 18 inches and boxes shall measure at least 18-inches in depth. Meter boxes and covers shall be rated for “heavy duty” uses, such as alleys, driveways, parking lots, etc. Standard meter box covers shall not bolt down to the box. The box interior walls and covers shall be consistently color-coded purple (Pantone 522 or similar). All covers shall include a 4 X 6 inch cast iron reader lid with the words “RECLAIMED WATER – DO NOT DRINK” cast into the lid in 1-1/2” tall lettering. The Town of Holly Springs reserves the right to require all meter box covers to include brackets and housing for “ITRON” compatible transponders for automated meter reading systems. All meter boxes and covers shall be installed as shown in the Details.
9. Meter boxes for 1-inch services: 1-inch meter boxes shall be light weight polymer concrete as shown in the Details. Meter boxes for 1-inch reclaimed water services shall provide a cover opening of 11 X 18 inches and boxes shall measure at least 18-inch in depth. Meter boxes and covers shall be rated for “heavy duty” uses, such as alleys, driveways, parking lots, etc. Standard meter box covers shall not bolt down to the box. The box interior walls and covers shall be consistently color-coded purple (Pantone 522 or similar). All covers shall include a 4 X 6 inch cast iron reader lid with the words “RECLAIMED WATER – DO NOT DRINK” cast into the lid in 1½” tall lettering. The Town of Holly Springs reserves the right to require all meter box covers to include brackets and housing for “ITRON” compatible transponders for automated meter reading systems. All meter boxes and covers shall be installed as shown in the Details.
10. Meter boxes for 1½ and 2-inch services: 1 1/2” and 2” meter boxes shall be light weight polymer concrete as indicated in the Standard Details. All meter box

interiors and covers shall be consistently color-coded purple (Pantone 522 or similar). Covers shall be marked on the top surface with a recognizable inscription indicating “RECLAIMED WATER – DO NOT DRINK” in 1-1/2” tall lettering. Piping for 1 1/2 and 2 inch reclaimed water meters shall be constructed from brass and copper tubing and shall be equipped with angled check valve outlets and by-pass flanged valve or by-pass flanged ball valve inlets. The box shall have an open bottom to allow drainage through stone.

11. Meter Vaults: Meter vaults and access doors within street right of way shall meet HS-20 loading requirements and shall be located outside of travel areas. The access double doors shall be aluminum with a flush drop lift handle, stainless steel hinges and bolts, a stainless steel slam lock, an automatic hold open arm, and compression springs to allow for easy opening. Covers shall be marked on the top surface with recognizable inscription indicating “Reclaimed Water-Do Not Drink”
12. Reclaimed Water Meters: Reclaimed water meters for 3/4” to 2” services will be provided by the Town of Holly Springs. Larger meters shall be provided by the developer as directed by the Executive Director of Utilities and Infrastructure Services. Reclaimed water meters, registers and covers shall be purple (Pantone 522 or similar).

11.04 RECLAIMED WATER IRRIGATION SYSTEMS

A. GENERAL

All reclaimed water irrigation systems within public street right of way require an encroachment agreement from the Town of Holly Springs or NCDOT prior to installation. Plans designating the location, size, material, and depth shall be submitted with the agreement application to the Engineering Department.

Pipe material for the irrigation mainline proposed to be used within the public right of way shall be Schedule 40 PVC or greater. All pipe, fittings, and appurtenances shall be purple (Pantone 522 or similar). A minimum depth of 2 feet of cover shall be provided.

A soil evaluation is necessary in order to determine the loading rate for irrigation permits. All development within the reclaim service area will need to complete an independent soil evaluation prior to submitting a reclaim irrigation permit.

All reclaimed water irrigation systems are required to secure permits from the Code Enforcement Department and the Utilities and Infrastructure Services prior to installation and shall be inspected after installation. A separate meter is required for irrigation systems.

For single family irrigation design, a CID, PE, or LA is required to develop the plan. For non-single family irrigation system designs, a PE must develop the plan.

Impoundments for reclaimed water storage for large scale irrigation systems or aesthetic/decorative water features shall be designed in accordance with 15A NCAC 02U – Reclaimed Water.

Service lines from mainline tap to the meter are installed and identified per the Town of Holly Spring's Standard Details. There shall be no direct cross-connection between potable and reclaimed water supplies.

B. **DESIGNS**

Sprinklers chosen and located to maintain the following setbacks from the irrigation area to the following features:

- 1.) 25 feet from surface waters [perennial and intermittent streams, wetlands] not classified as tidal salt waters or high-quality water (SA).
- 2.) 100 feet from surface waters [perennial and intermittent streams, wetlands] classified as tidal salt waters or high-quality water (SA).
- 3.) 100 feet from any water supply well (not including monitoring wells).
- 4.) Sprinklers located on a steep slope have check valves installed on all the heads on that irrigation zone.
- 5.) No mainlines or valves shall be allowed within the utility/devil strip. Laterals will be allowed and shall be placed within 1 ft of sidewalk.
- 6.) The zoning of the irrigation system must allow that plants with different water requirements (such as grass and shrubs) are on separate zones. In addition, the irrigation design should consider the different microclimates found in most landscapes (such as north facing grass areas vs. south facing grass areas) and separate those microclimates into zones. These zoning practices may add slightly to the installation cost of an irrigation system, but can have a dramatic effect on system efficiency.
7. Guidelines on pressure at the head/emitter: Spray Heads 20 to 35 psi; gear rotors 60 psi or less; impact rotors 60 psi or less; drip emitters 40 psi or less.
8. Large commercial systems which have the potential to place undue burdens (demand or pressure requirements) on the Town of Holly Springs' public reclaimed distribution

system must include on-site storage and/or pumping facilities. This determination will be made by the Executive Director of Utilities and Infrastructure Services. Design, operation, and maintenance of such on-site facilities shall be the sole responsibility of the applicant. These additional facilities must be designed in accordance with 15A NCAC 02U – Reclaimed Water.

9. Rain sensors must be installed to reduce the likelihood of overwatering. Rain sensors are required to remain in service at all times to prevent overwatering and/or ponding of reclaimed water.

C. STREET CROSSING

All irrigation line street crossings shall be contained within a ductile iron or steel casing pipe. The Town of Holly Springs may, in some instances, permit irrigation systems installed in the medians of Town-maintained roadways. These systems must also have french drains installed behind the curb and gutter and piped to a storm drainage collection system. These systems shall be allowed only when some permanent mechanism is established for the private perpetual maintenance of the system(s).

D. HOSE BIDS

Hose bibs are not permitted for the reclaimed water system.

E. RAIN SENSORS

Rain sensors must be installed to reduce the likelihood of overwatering. Rain sensor must remain in operation to prevent ponding or runoff.

11.05 TESTING AND INSPECTION

A. GENERAL

1. All reclaimed water used in testing and inspection must be disposed of properly as described in Section 11.00.
2. All materials must be approved by the Inspector prior to installation. Materials rejected by the Town of Holly Springs' Inspector shall be immediately removed from the job site.
3. Under no circumstance shall any waterline system valve be operated without prior approval by the Construction Inspector. Damage to Town of Holly Springs

infrastructure resulting from illegal operation of valves shall be the responsibility of the Contractor. In addition, the Contractor shall be subject to a fine for operating a valve without prior approval.

4. The Contractor shall furnish all materials, labor, equipment, and shall pay for the water used to perform all testing and inspections to the satisfaction of the Construction Inspector. The Contractor shall obtain a Blowoff Permit from the Town of Holly Springs Engineering Department for use when blowing off reclaimed water mains.
5. Reclaimed water service taps shall not be made until after all main testing is completed, and bacteriological testing is satisfactory.

B. TESTING

1. Hydrostatic Testing

- a) All valves in the Town of Holly Springs reclaimed water system shall be operated by the Town of Holly Springs. A section of reclaimed water main which is to be hydrostatically tested shall be slowly filled with water at a rate which will allow complete evacuation of air from the line. Hand pumps shall not be used for the pressure testing of reclaimed water mains. Taps used for testing purposes shall be removed after testing. The corporation stops shall be removed and a threaded tapered plug shall be installed on the line.

When approved by the Town of Holly Springs, the Contractor may utilize potable water or reclaimed water via an approved hydrant meter and RPZ assembly for testing and disinfection of new reclaimed mains which are not physically connected to a live reclaimed water supply. Once reclaimed water has been introduced into the system no direct connection to potable water will be allowed and an approved air gap assembly must be used.

- b) Any measured leakage not within the allowable limits as specified in the following table shall require repair of the reclaimed water main and additional testing until the standards are met. For pipe sizes other than those shown, the Contractor shall test within the allowable leakage amounts as specified by AWWA C600-99. All visible leaks shall be repaired regardless of the amount of leakage.

Pipe Size (Inches)	Allowable Leakage at 200-psi (Gal./Hr. per 1000 feet of pipe)
4	0.43
6	0.64

8	0.85
12	1.28
16	1.70
20	2.12
24	2.55

2. Chlorination

a) All additions or replacements to the reclaimed water system shall be chlorinated before being placed in service under the supervision of the Town of Holly Springs' Inspector in the following manner:

- i. Taps shall be made at the control valve at the upstream end of the reclaimed water main and at all extremities of the line including valves.
- ii. A solution of water containing 70% HTH available chlorine shall be introduced into the reclaimed water main by regulated pumping at the control-valve tap. The solution shall be of such a concentration that the reclaimed water main shall have a uniform concentration of 50 ppm total chlorine immediately after chlorination. The chart below shows the required quantity of 70% HTH compound to be contained in solution in each 1,000 feet section of line to produce the desired concentration of 50 ppm.

Pipe Size (inches)	Pounds High Test Hypochlorite (70%) per 1000 feet of line
6	1.76
8	3.12
10	4.84
12	7.00
14	9.52
16	12.44
20	19.52
24	28.00

- iii. The HTH Solution shall be circulated in the reclaimed water main by opening the control valve and systematically manipulating blowoffs and taps at the reclaimed water main extremities. All reclaimed water leaving the system during this test must be disposed of through either an approved use or sent to the sanitary sewer. The HTH solution must be pumped in at a constant rate for each discharge rate so a uniform concentration will be produced in reclaimed water mains.

iv. HTH solution shall remain in reclaimed water mains for no less than 24 hours or as directed by the Town of Holly Springs' Inspector.

v. Extreme care shall be exercised at all times to prevent the HTH solution from entering existing reclaimed water mains.

3. Bacteriological Sampling

- a) Free residual chlorine after 24 hours shall be at least 10 ppm or the Town of Holly Springs' Inspector will require that the lines be re-chlorinated.
- b) Flushing of reclaimed water mains may proceed after 24 hours, provided the free residual chlorine analysis is satisfactory. Reclaimed water leaving the system because of line flushing must be returned to a sanitary sewer. Flushing shall be continued until an orthotolidine check (or other method approved by the Town of Holly Springs) shows that the reclaimed water mains contain only the normal chlorine residual. Samples for bacteriological analysis shall be collected by the Town of Holly Springs' Inspector 24 hours after flushing is completed. The Contractor shall furnish the sample bottles, the testing agency and such help as may be required to secure these samples. The Contractor shall also submit the test results to the Town of Holly Springs' Development Inspector.
- c) If test results are unsatisfactory, the Contractor shall immediately rechlorinate reclaimed water mains and proceed with such measures as are necessary to properly sterilize those reclaimed water mains.
- d) The new reclaimed water system shall be valved off from the existing reclaimed water system until a satisfactory bacteriological sample has been obtained and the Town of Holly Springs' Inspector has authorized the use of the new reclaimed water system.

C. INSPECTIONS

- 1. Approved plans and permit must be issued and available on-site before any inspections are performed.
- 2. Underground Inspections – before work is covered up/back filled:
 - a) Inspection of main line tap and piping to meter box;
 - b) Inspection of underground piping from meter box through irrigation system from meter to end of system to insure compliance with approved plan and standards;

3. Final Inspection
 - a) Includes inspection of the location of all heads, type of heads, spacing of heads and throw pattern of each head and correct pressure;
 - b) Testing the system to ensure compliance with approved plans and Town of Holly Springs Ordinance;
4. A map of the approved valve and head layout shall be provided by the Contractor to the property owner and a copy placed near or with the timer.
5. All zones shall be clearly labeled in the timer cabinet.
6. Responsible entity shall be listed on inner door of timer (for emergency contact purposes).
7. Verification of required setbacks (reclaimed water).

D. CROSS CONNECTION CONTROL

1. Backflow prevention on potable water services serving any property that is also served with reclaimed water is required in accordance with the Federal Safe Drinking Water Act. At all locations where reclaimed water service is provided, the public potable water supply shall be protected by installation of an approved backflow prevention device.
 - a. For Residential Properties: prior to receiving reclaimed water service, a dual check valve shall be installed on each residential customer's potable water meter in order to protect the potable water system. A Reduced Pressure Principal (RPZ) type backflow prevention device downstream of the potable water meter is not required when the only reclaimed water use is landscape irrigation.
 - b. For Multi-family complexes and commercial properties: master-metered potable water service and master-metered reclaimed water service shall be required to install a Reduced Pressure Principal (RPZ) type backflow prevention device downstream of the master potable water meter.

11.06 REPAIR OF RECLAIMED WATER SYSTEM

Reclaimed water that leaves the system due to a leak or break in the system must be reported and handled as if it were a wastewater spill.

A. Reclaimed Water Main Line Repairs

1. Joint leaks of Cast Iron Pipe, Ductile Iron Pipe, and PVC pipe shall be repaired by use of a bell joint leak repair clamp as manufactured by Rockwell, or other approved equal.
2. Line Breaks or Punctures shall be repaired by a full circle repair clamp as manufactured by Rockwell, Mueller, or other approved material.
3. Line Splits or Blow Outs shall be repaired by replacing the damaged section with ductile iron pipe with a cast iron coupling at each end. The following cast pipe couplings shall be used for each pipe material indicated:
 - a) Ductile Iron Pipe - Rockwell 431 cast coupling or other approved equal.
 - b) PVC Pipe – Rockwell 411 cast coupling or other approved equal.

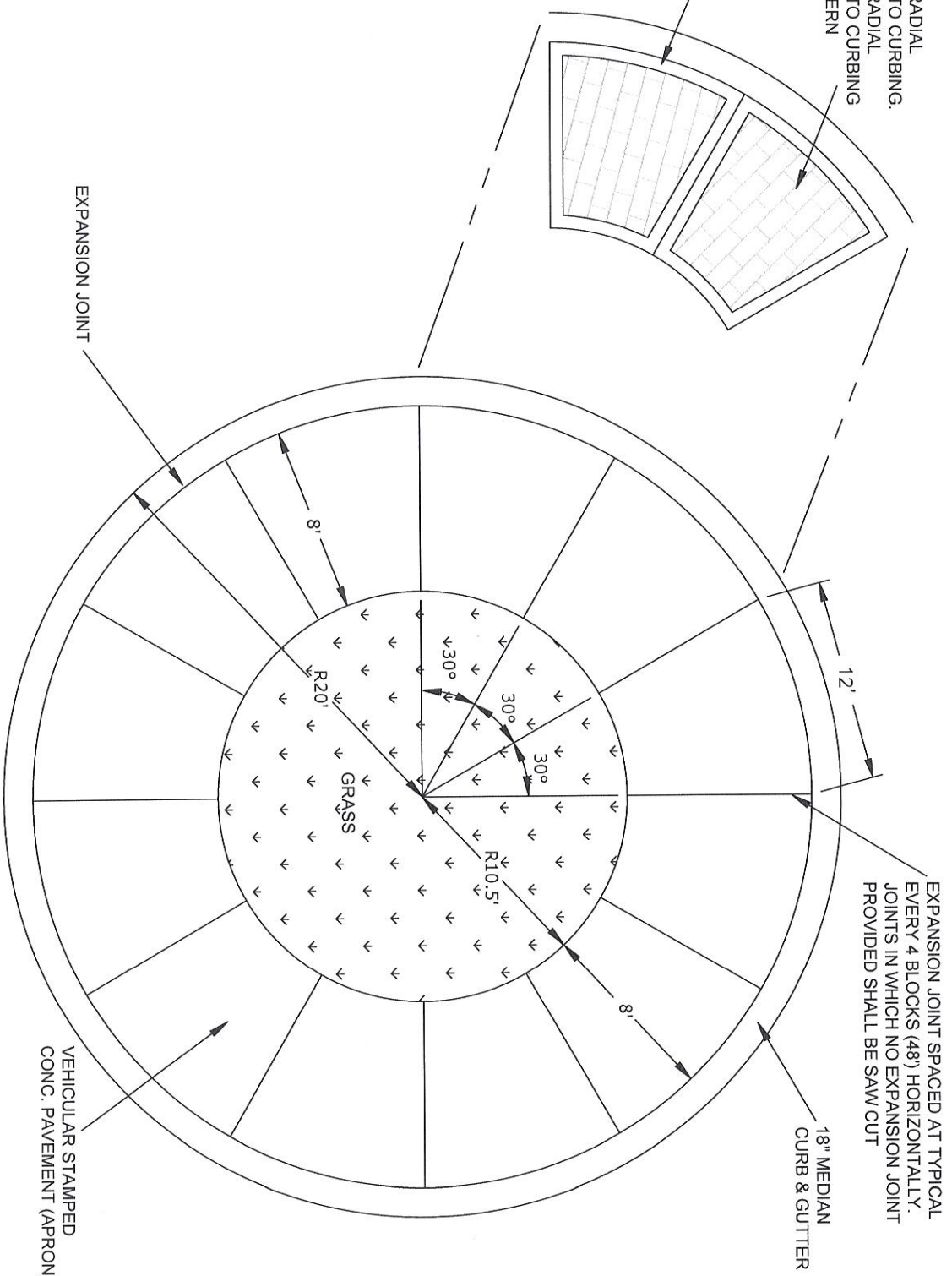
B. Reclaimed Water Service Line Repairs

1. A reclaimed water service line severed between the reclaimed water main and the reclaimed water meter shall be repaired using new type K copper tubing and bronze or brass 3-piece flared unions.
2. A corporation stop pulled out of a reclaimed PVC pipe water main shall have a new service saddle and a new corporation stop installed on the reclaimed water main.
3. A corporation stop pulled out of a ductile iron pipe shall have a full circle repair clamp placed over the old tap hole. A new tap shall be made and a new corporation stop installed on the reclaimed water main.

END OF SECTION 11.00

HEAVY BROOM FINISH IN A RADIAL PATTERN PERPENDICULAR TO CURBING.
HEAVY BROOM FINISH IN A RADIAL PATTERN PERPENDICULAR TO CURBING WITH STAMPED BRICK PATTERN

PICTURE FRAME
TOOLED EDGE



- NOTE:
1. DIMENSIONS OF ROUND-ABOUTS VARY PER DESIGN STANDARD.
 2. STAMPED CONCRETE SHOULD BE BRICK PATTERN AND RED BRICK COLOR.

ROUNDABOUT HARDSCAPE DETAIL

TOWN OF HOLLY SPRINGS

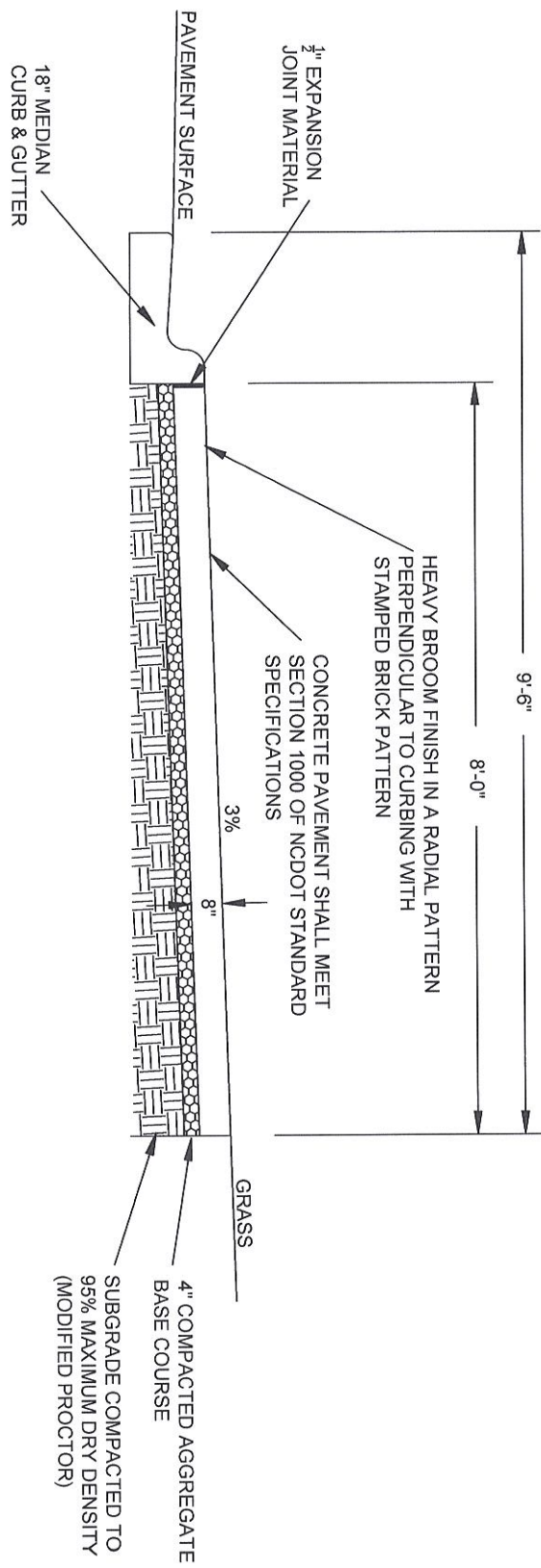
STANDARD DETAIL NUMBER: HS314

DATE REVISIONS

XX/XX/XX



DRAWING NOT TO SCALE



NOTE:
1. SEE STANDARD DETAIL NUMBER HS316 FOR ADDITIONAL INFORMATION.

DRAWING NOT TO SCALE

VEHICULAR CONCRETE PAVEMENT DETAIL AT ROUNDABOUT

TOWN OF HOLLY SPRINGS

STANDARD DETAIL NUMBER: HS316

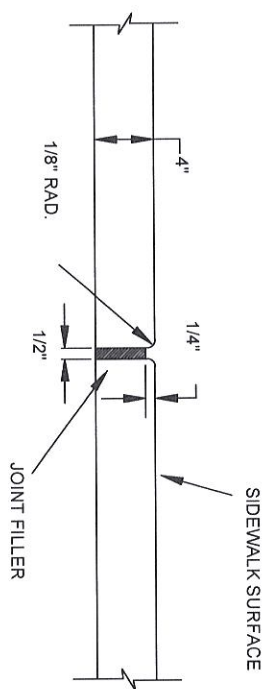
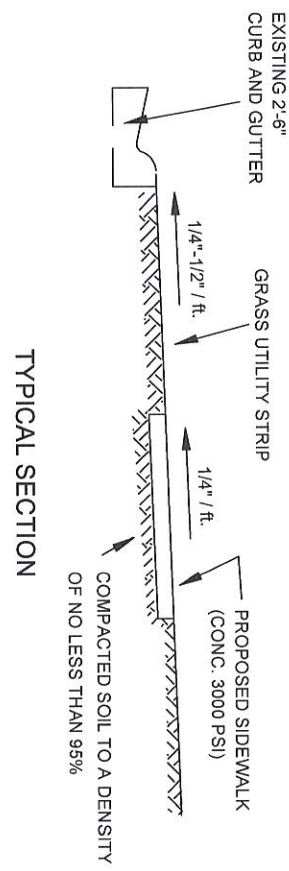
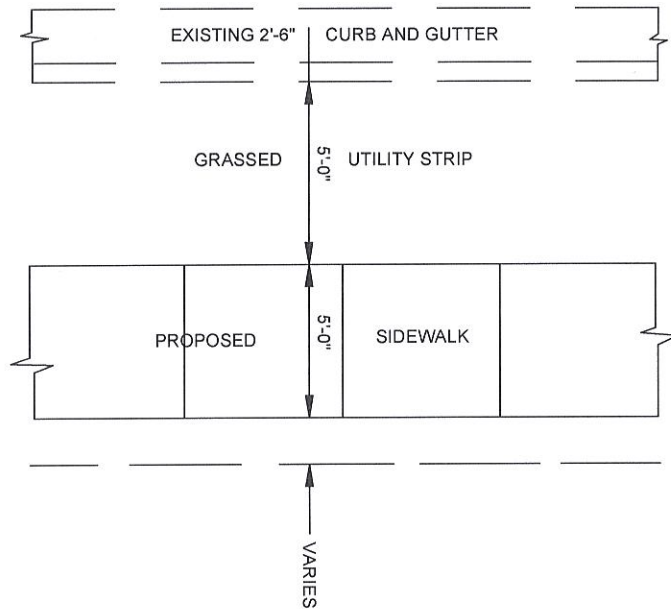
DATE REVISIONS

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- NOTES:
1. SIDEWALK SHALL BE 6" DEPTH AT ALL DRIVEWAYS.
 2. SIDEWALK SHALL BE 6" DEPTH AT ALL HANDICAP RAMPS.
 3. TRANSVERSE EXPANSION JOINT TO BE A MAX OF 50 FEET.

* VARIES - SEE APPROVED PROJECT PLANS



TRANSVERSE EXPANSION JOINT

DRAWING NOT TO SCALE

STANDARD CONCRETE SIDEWALK

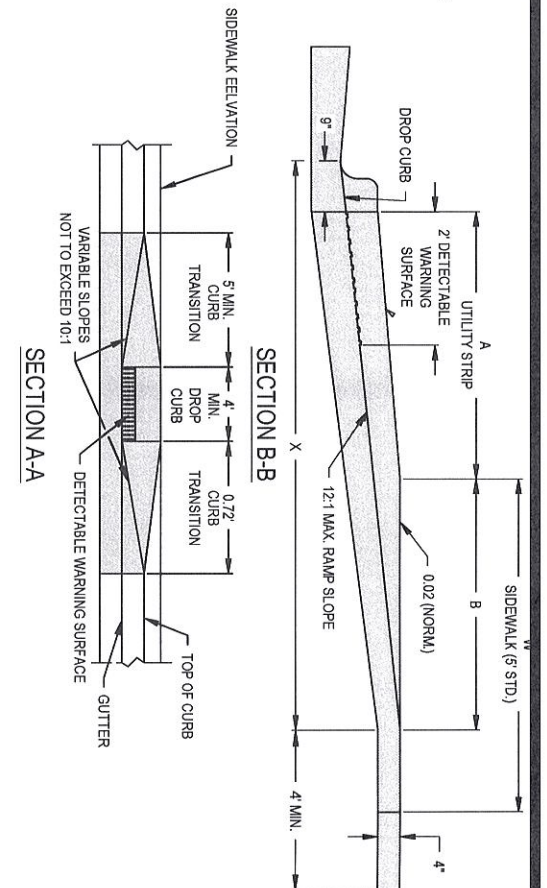
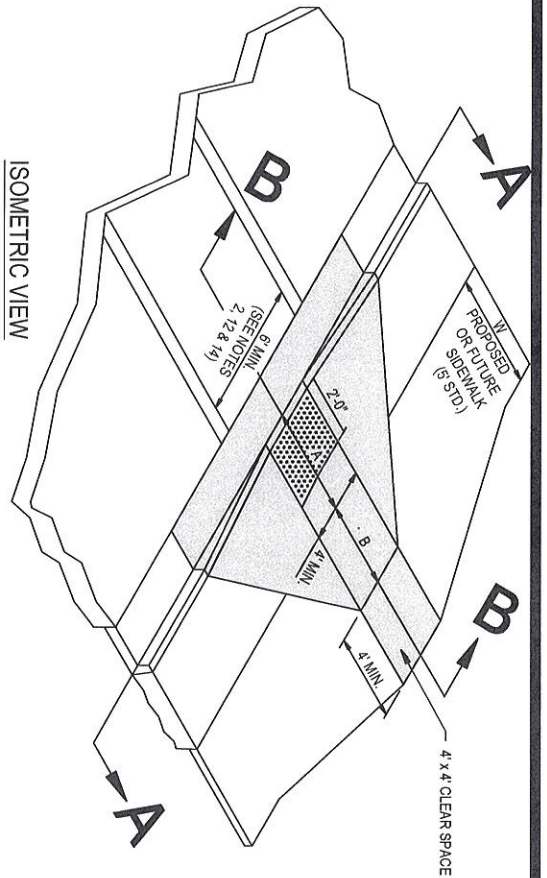
TOWN OF HOLLY SPRINGS

STANDARD DETAIL NUMBER: HS327

DATE REVISIONS

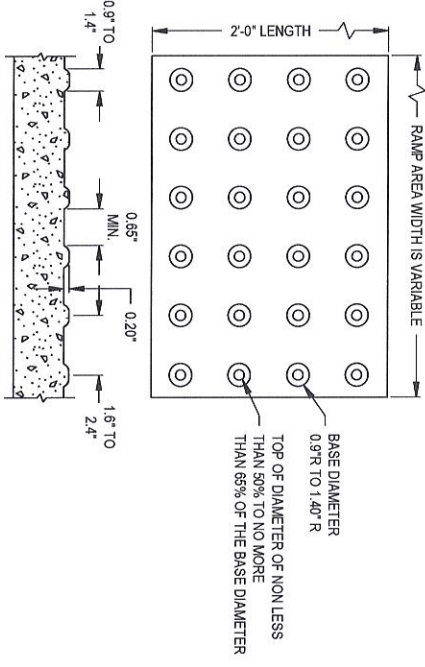
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PAY LIMITS FOR CURB RAMP

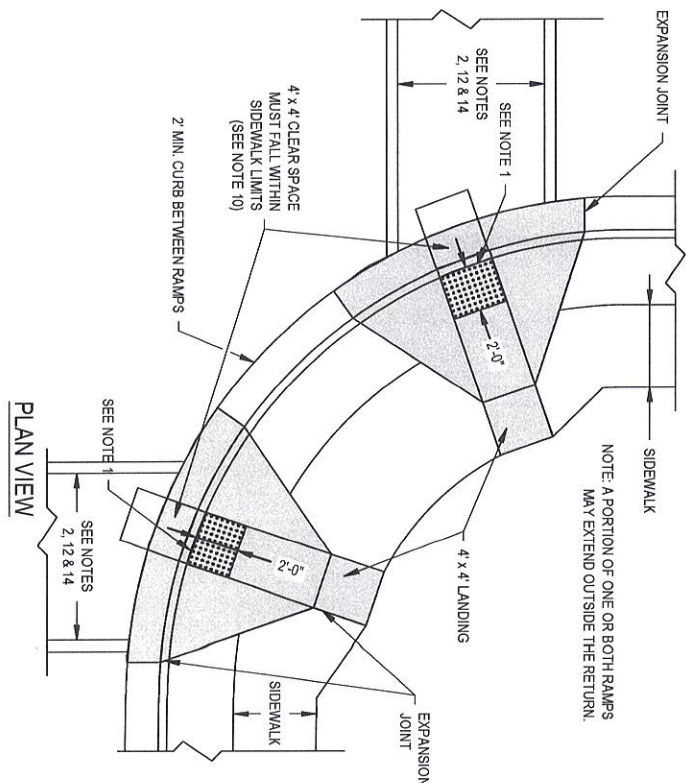
- NOTES:
1. DETECTABLE WARNING SURFACE SHALL COVER 2'-0\"/>
 2. DETECTABLE WARNING SURFACE IS REQUIRED TO BE YELLOW AND SHOULD COVER THE ENTIRE RAMP.



W	A	W+A+9'	X	B
5'	0.0'	5.8'	5.8'	5.0'
6'	0.0'	6.8'	6.8'	6.0'
7'	0.0'	7.8'	7.3'	6.5'
8'	0.0'	8.8'	7.3'	6.5'
5'	2.0'	7.8'	7.8'	5.0'
5'	2.5'	8.3'	8.1'	4.8'
5'	3.0'	8.8'	8.3'	4.4'
5'	3.5'	9.3'	8.4'	4.1'
5'	4.0'	9.8'	8.6'	3.8'
5'	4.5'	10.3'	8.7'	3.4'
5'	5.0'	10.8'	8.9'	3.1'

B = X - (A+9')
 B = DISTANCE FROM FRONT EDGE OF SIDEWALK TO BACK POINT OF 12:1 (6.33%) SLOPE.
 * BACK OF SIDEWALK DROP REQUIRED FOR ALL SIDEWALK SLOPES.
 ** BACK OF SIDEWALK DROP REQUIRED FOR ALL SIDEWALK SLOPES 0.04.

DETECTABLE WARNING SURFACE



CURB RAMP - PROPOSED CURB AND GUTTER

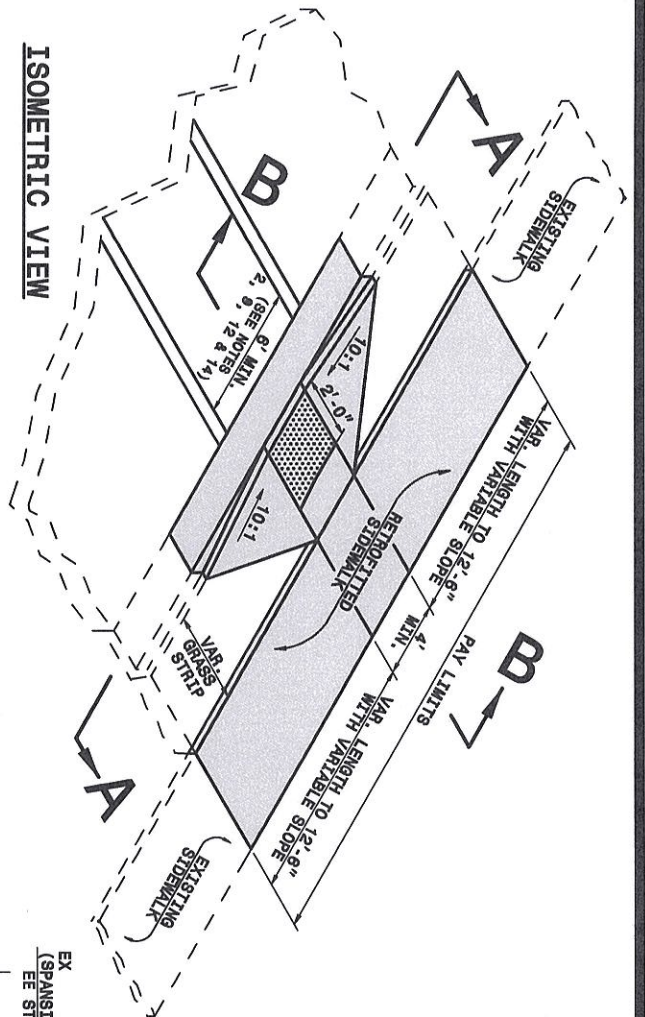
TOWN OF HOLLY SPRINGS

STANDARD DETAIL NUMBER: HS384

DATE REVISIONS

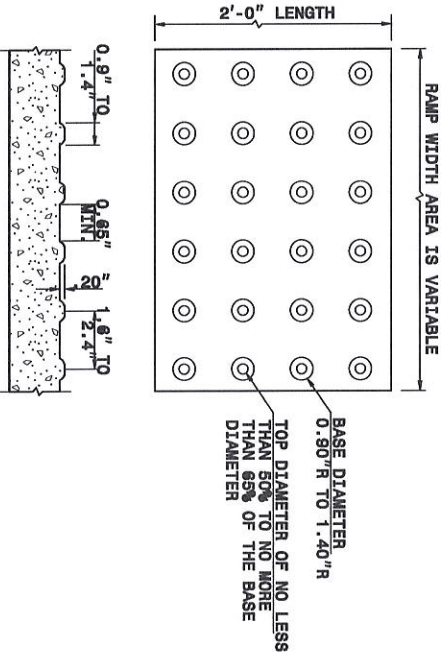
XX/XX/XX





ISOMETRIC VIEW

- NOTES:
1. DETECTABLE WARNING SURFACE SHALL COVER 2'-0" LENGTH AND FULL WIDTH OF RAMP FLOOR AS SHOWN ON THE DETAILS
 2. DETECTABLE WARNING SURFACE IS REQUIRED TO BE YELLOW AND SHOULD COVER THE ENTIRE RAMP.

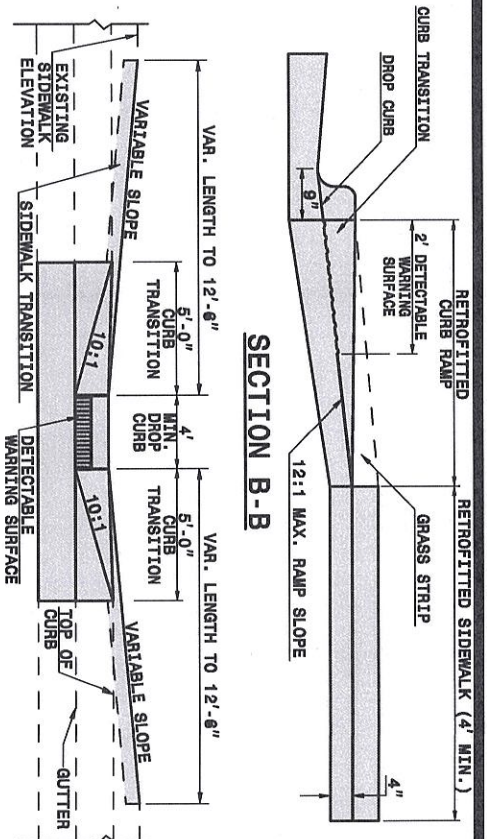


DETECTABLE WARNING SURFACE

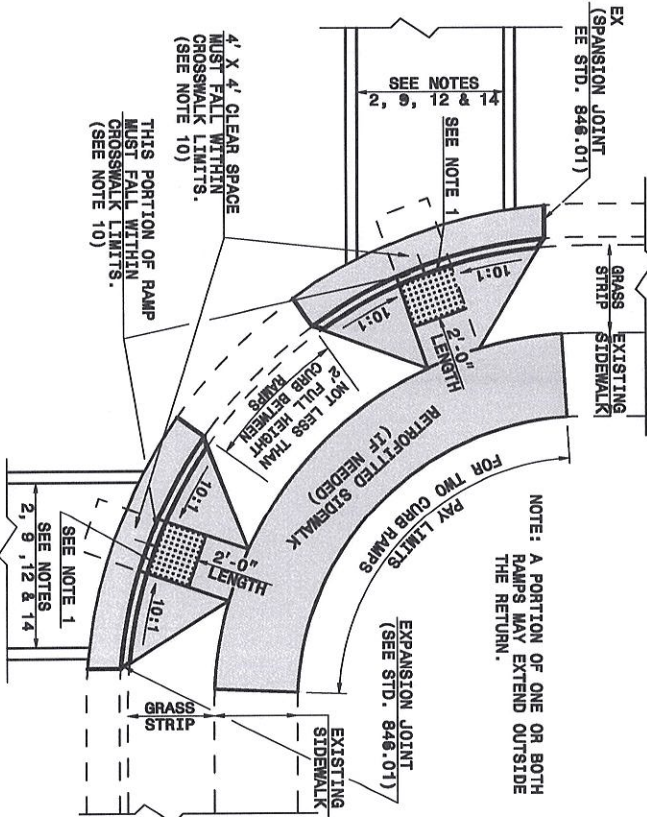
PAY LIMITS OF CURB RAMP

CURB RAMP AND EXISTING SIDEWALK WITH GRASS STRIP

TOWN OF HOLLY SPRINGS



SECTION B-B



SECTION A-A

PLAN VIEW

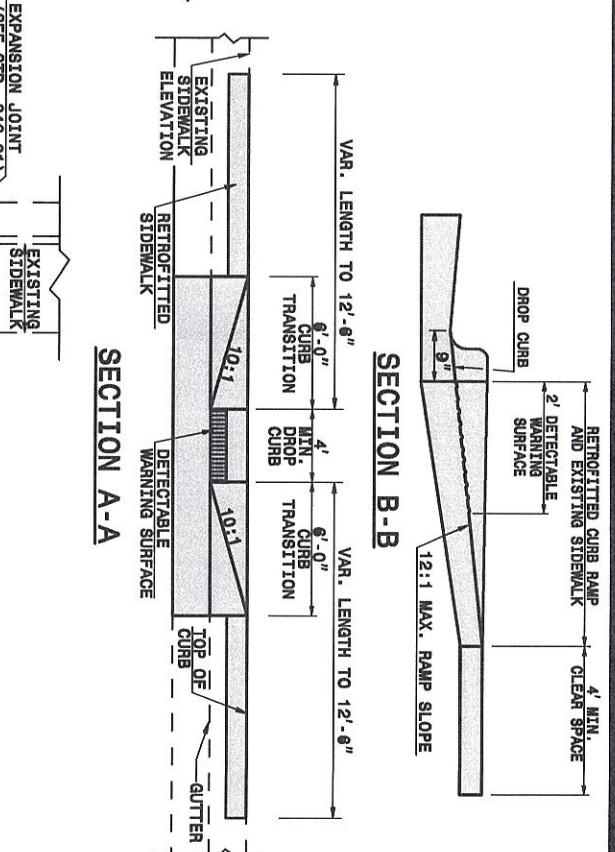
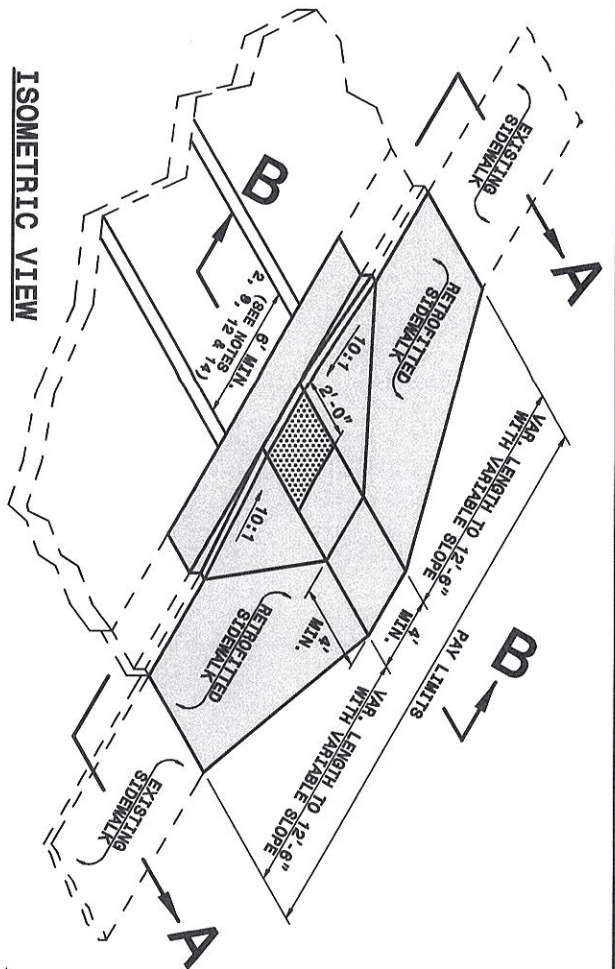
DUAL RAMPS ANY RADIUS (40" MIN. FLOOR WIDTH)

STANDARD DETAIL NUMBER: HS384

DATE REVISIONS

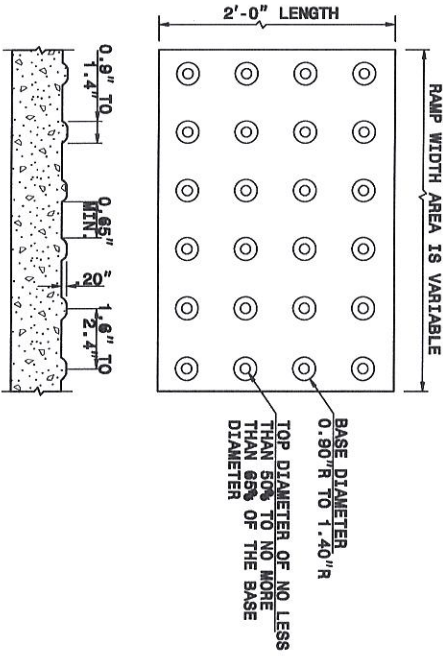
DATE	REVISIONS
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ISOMETRIC VIEW

- NOTES:
1. DETECTABLE WARNING SURFACE SHALL COVER 2'-0" LENGTH AND FULL WIDTH OF RAMP FLOOR AS SHOWN ON THE DETAILS
 2. DETECTABLE WARNING SURFACE IS REQUIRED TO BE YELLOW AND SHOULD COVER THE ENTIRE RAMP.

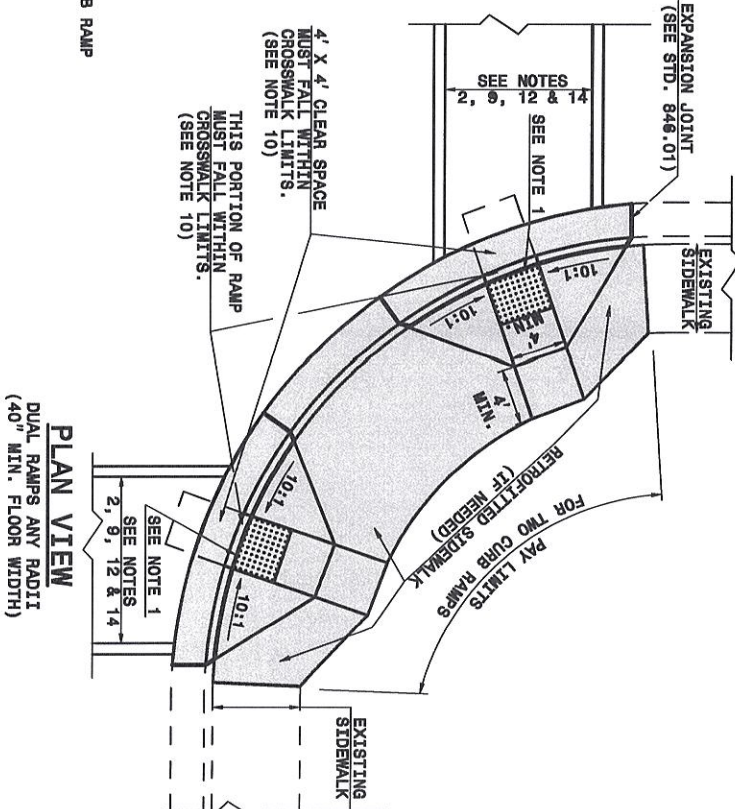


DETECTABLE WARNING SURFACE

PAY LIMITS OF CURB RAMP

CURB RAMP AND EXISTING SIDEWALK ADJACENT TO CURB

TOWN OF HOLLY SPRINGS



PLAN VIEW

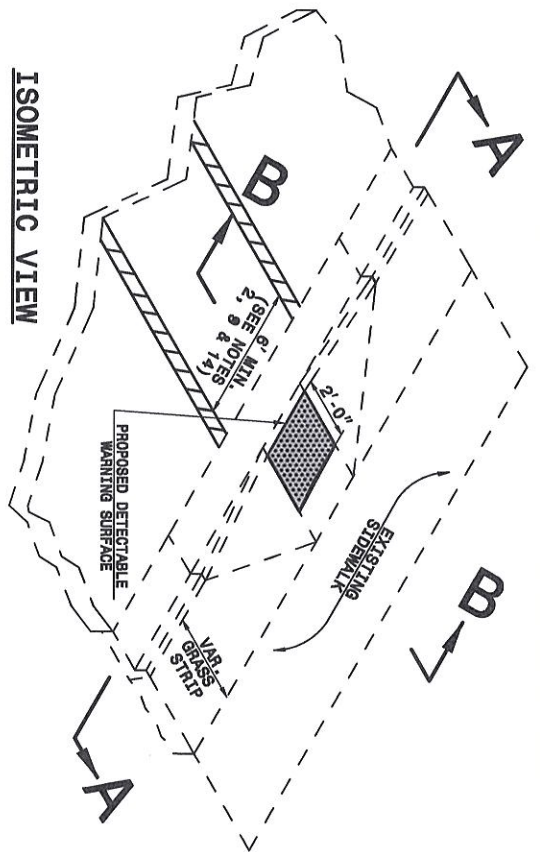
DUAL RAMP ANY RADI
(40" MIN. FLOOR WIDTH)

STANDARD DETAIL NUMBER: HS386

DATE REVISIONS

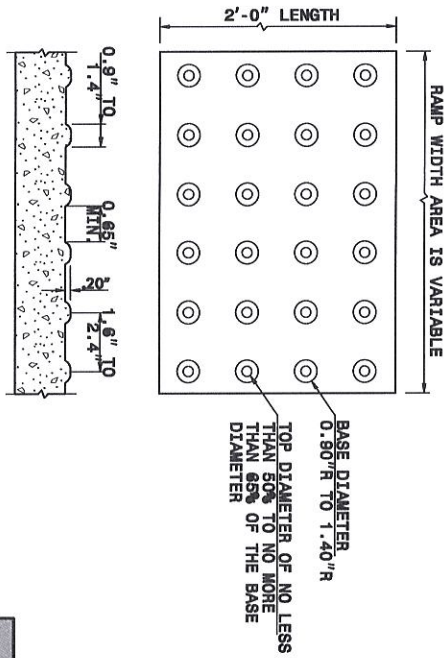
XX/XX/XX





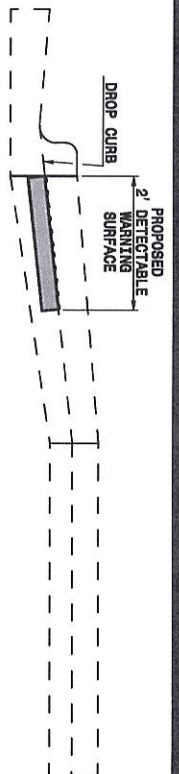
ISOMETRIC VIEW

- NOTES:
1. DETECTABLE WARNING SURFACE SHALL COVER 2'-0" LENGTH AND FULL WIDTH OF RAMP FLOOR AS SHOWN ON THE DETAILS
 2. DETECTABLE WARNING SURFACE IS REQUIRED TO BE YELLOW AND SHOULD COVER THE ENTIRE RAMP.

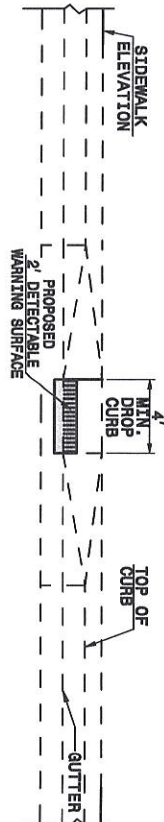


DETECTABLE WARNING SURFACE

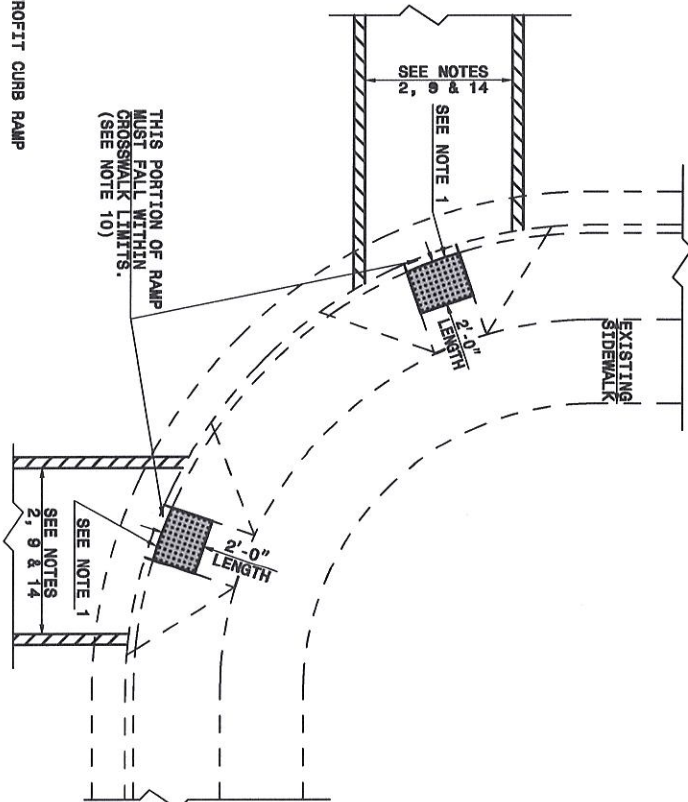
■ PAY LIMITS OF RETROFIT CURB RAMP



SECTION B-B



SECTION A-A



PLAN VIEW

DUAL RAMPS ANY RADIIT (40" MIN. FLOOR WIDTH)

RETROFITTING DETECTABLE WARNING SURFACE ONTO EXISTING CURB RAMP

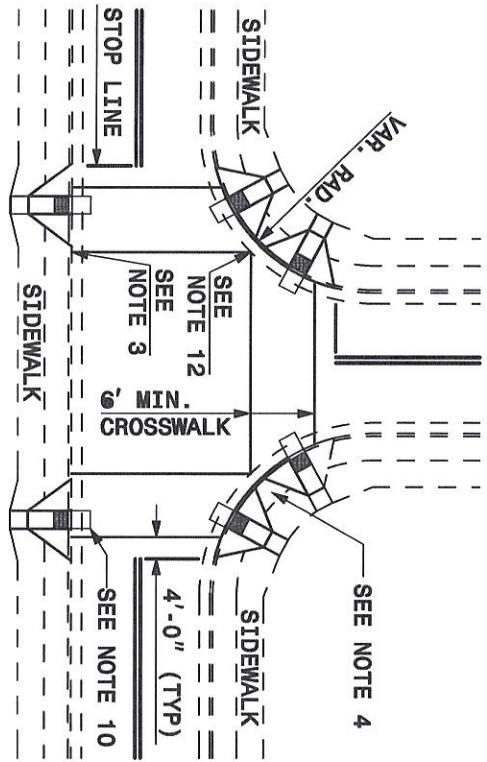
TOWN OF HOLLY SPRINGS

STANDARD DETAIL NUMBER: HS387

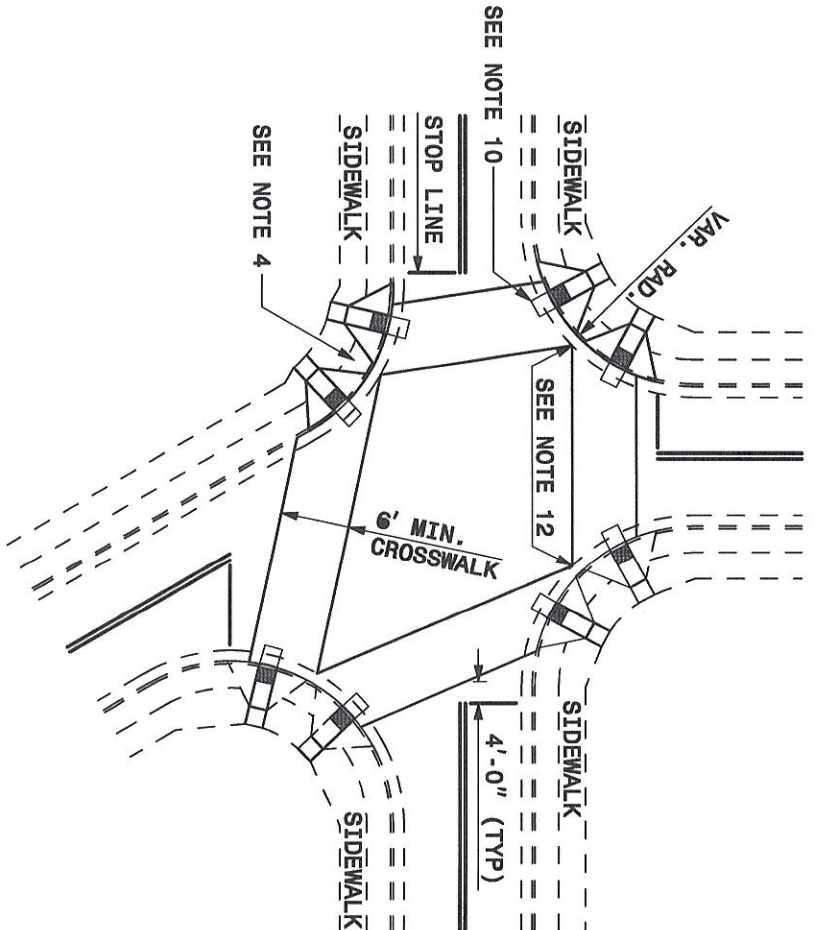
DATE REVISIONS

XX/XX/XX





DETAIL SHOWING TYPICAL LOCATION OF CURB RAMPS,
PEDESTRIAN CROSSWALKS AND STOP LINES FOR TEE INTERSECTIONS



DETAIL SHOWING TYPICAL LOCATION OF CURB
RAMPS, PEDESTRIAN CROSSWALKS AND STOP LINES



ALLOWABLE LOCATIONS
.....
DUAL RAMP RADII.....ANY

CURB RAMP LOCATION

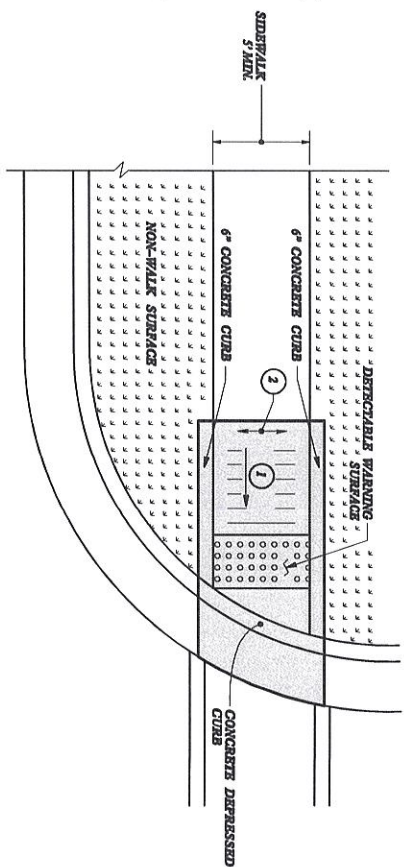
TOWN OF HOLLY SPRINGS

STANDARD DETAIL NUMBER: HS388

DATE REVISIONS

xx/xx/xx



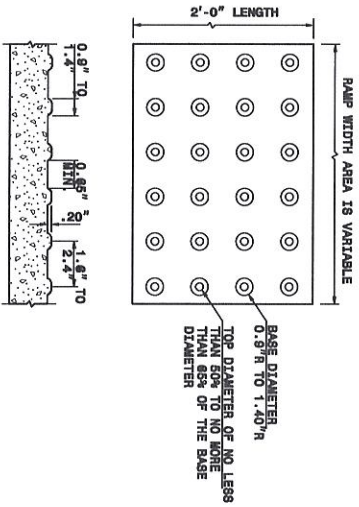


TYPE 1

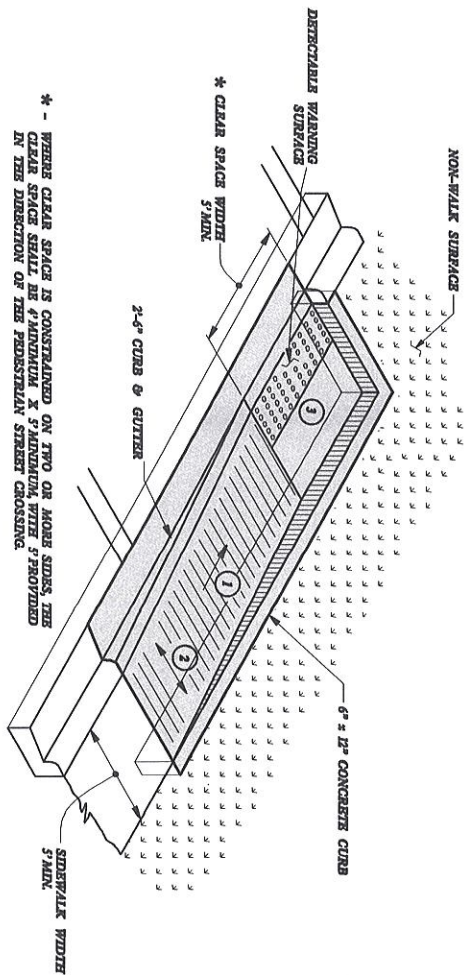
TYPE 1 MODIFIED

- 1 8.33% (12:1) MAX RAMP SLOPE
- 2 CROSS SLOPE: 2.00%
- 3 MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.00%.

- NOTES:
1. DETECTABLE WARNING SURFACE SHALL COVER 2'-0" LENGTH AND FULL WIDTH OF RAMP FLOOR AS SHOWN ON THE DETAILS
 2. DETECTABLE WARNING SURFACE IS REQUIRED TO BE YELLOW AND SHOULD COVER THE ENTIRE RAMP.



DETECTABLE WARNING SURFACE



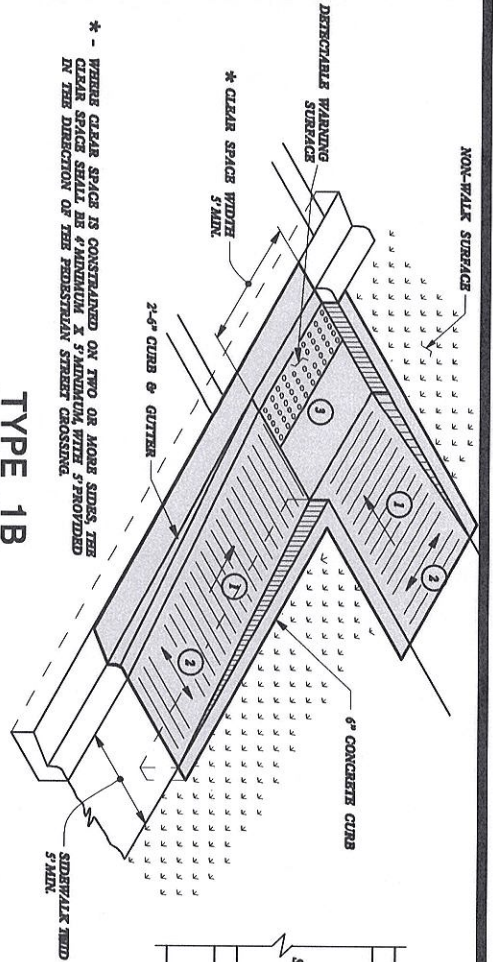
TYPE 1A

PAY LIMITS FOR 1 CURB RAMP

DIRECTIONAL RAMP

TOWN OF HOLLY SPRINGS

STANDARD DETAIL NUMBER: HS389	
DATE	REVISIONS
XX/XX/XX	

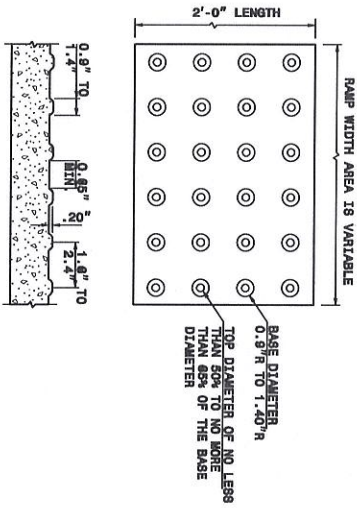


TYPE 1B

* - WHERE CLEAR SPACE IS CONSTRAINED ON TWO OR MORE SIDES, THE CLEAR SPACE SHALL BE 4' MINIMUM X 5' MINIMUM WITH 5' PROVIDED IN THE DIRECTION OF THE PEDESTAL STREET CROSSING.

- 1 2.33% (12:1) MAX RAMP SLOPE
- 2 CROSS SLOPE: 2.00%
- 3 MINIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.00%

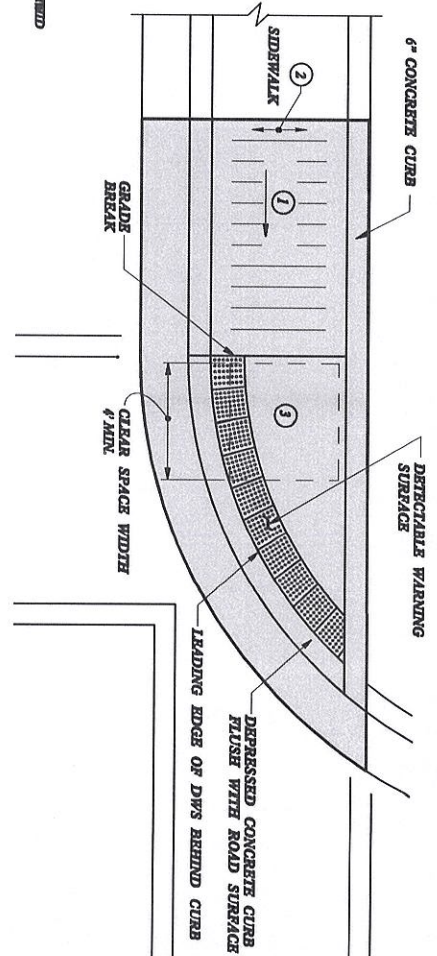
- NOTES:
1. DETECTABLE WARNING SURFACE SHALL COVER 2'-0" LENGTH AND FULL WIDTH OF RAMP FLOOR AS SHOWN ON THE DETAILS
 2. DETECTABLE WARNING SURFACE IS REQUIRED TO BE YELLOW AND SHOULD COVER THE ENTIRE RAMP.



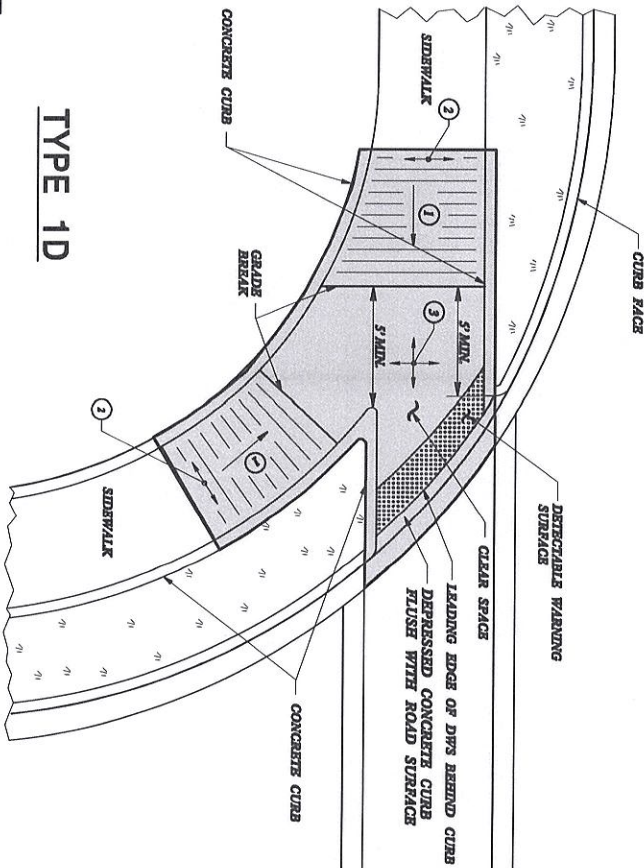
TYPE 1D

PAY LIMITS FOR 1 CURB RAMP

DETECTABLE WARNING SURFACE



TYPE 1C



DIRECTIONAL RAMP

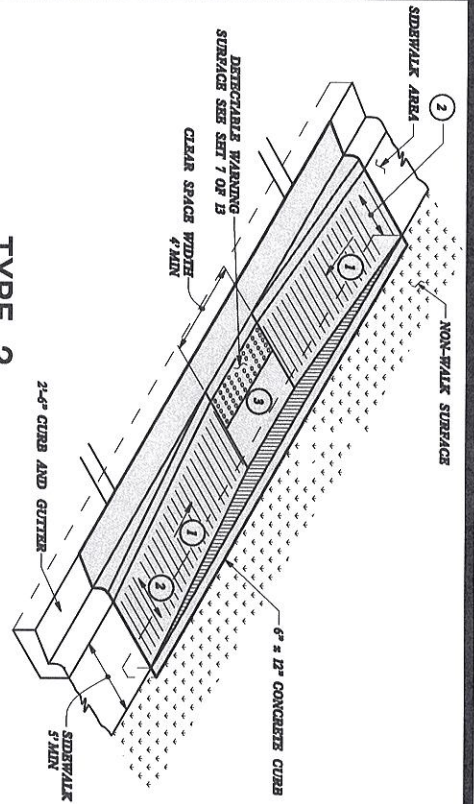
TOWN OF HOLLY SPRINGS

STANDARD DETAIL NUMBER: HS390

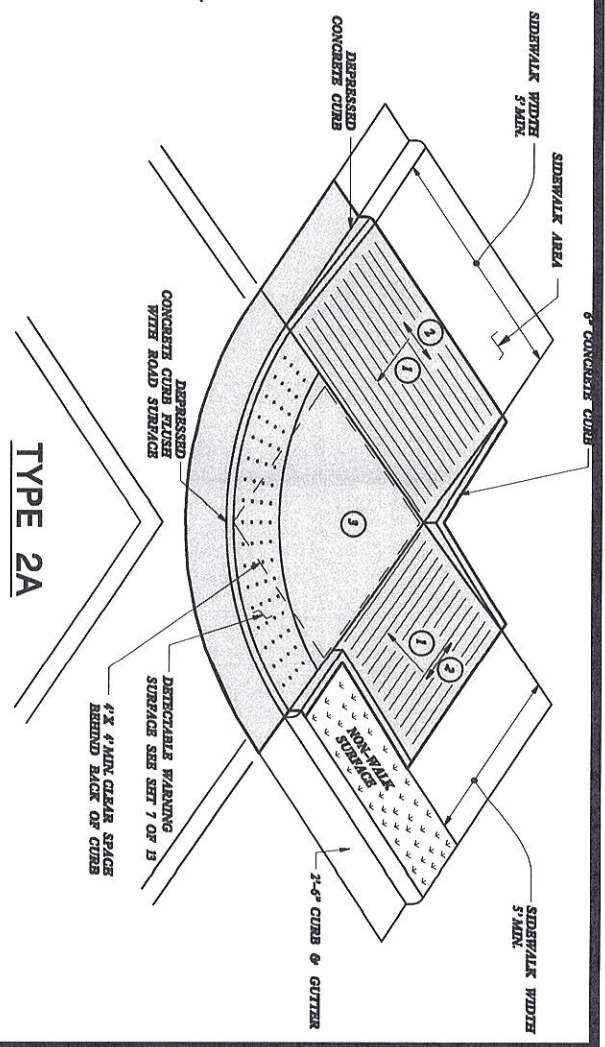
DATE REVISIONS

XX/XX/XX

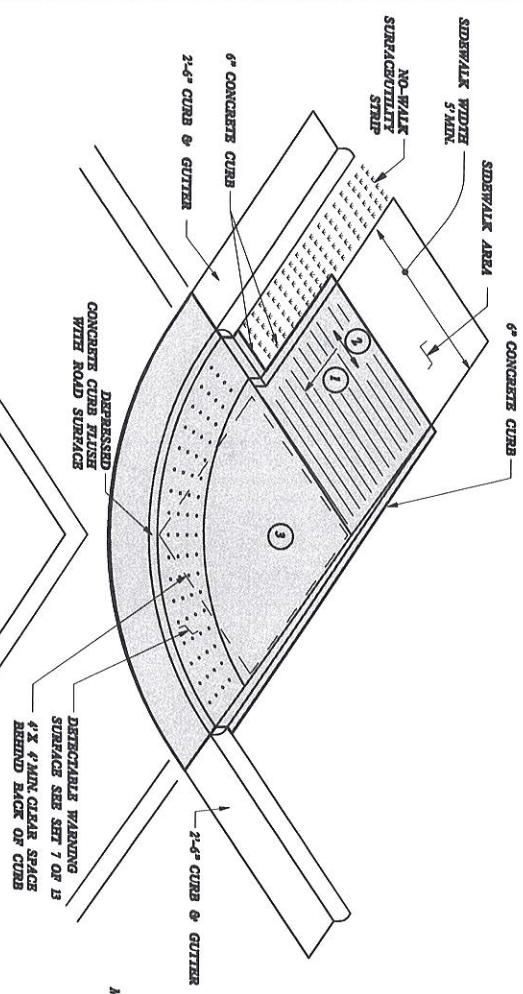




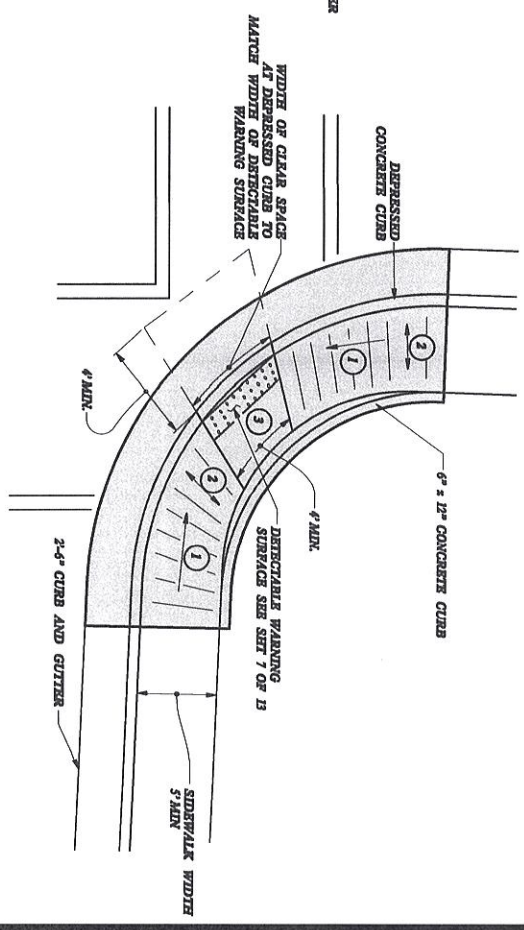
TYPE 2



TYPE 2A



TYPE 2A MODIFIED



TYPE 2B

- ① 8.33% (2:1) MAX RAMP SLOPE
- ② CROSS SLOPE: 2.00%
- ③ MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.00%



PAY LIMITS FOR 1 CURB RAMP

PARALLEL RAMP

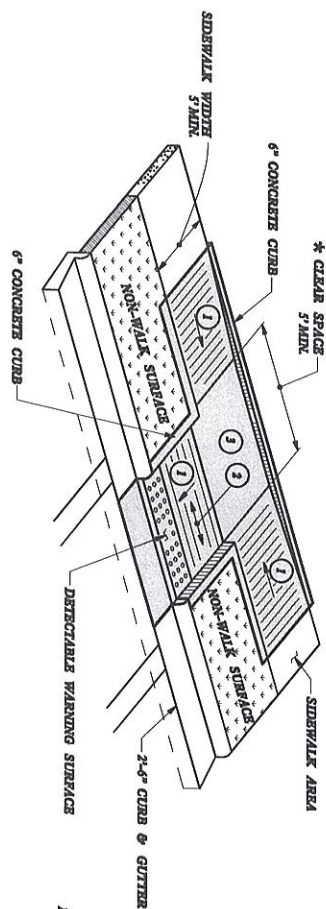
TOWN OF HOLLY SPRINGS

STANDARD DETAIL NUMBER: HS391

DATE	REVISIONS
XX/XX/XX	

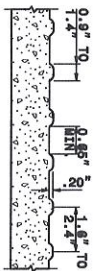
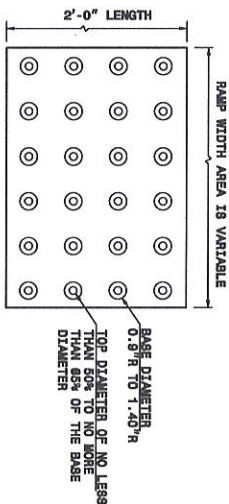


* - WHERE CLEAR SPACE IS CONSTRAINED ON TWO OR MORE SIDES, THE CLEAR SPACE SHALL BE 4' MINIMUM X 5' MINIMUM, WITH 5' PROVIDED IN THE DIRECTION OF THE PEDESTRIAN STREET CROSSING.

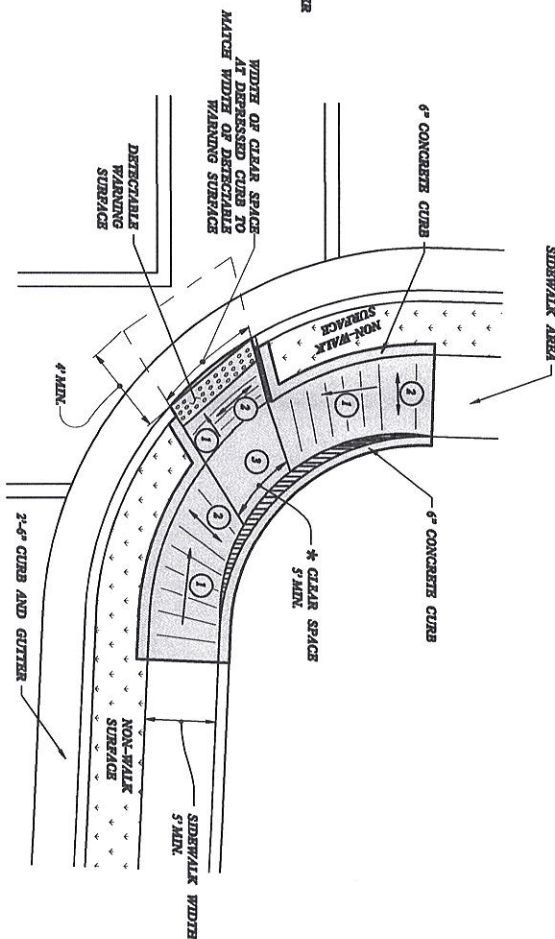


TYPE 3

- NOTES:
1. DETECTABLE WARNING SURFACE SHALL COVER 2'-0" LENGTH AND FULL WIDTH OF RAMP FLOOR AS SHOWN ON THE DETAILS
 2. DETECTABLE WARNING SURFACE IS REQUIRED TO BE YELLOW AND SHOULD COVER THE ENTIRE RAMP.



DETECTABLE WARNING SURFACE



TYPE 3 MODIFIED INSTALLATION IN A RADIUS

- 1 8.33% (2x1) MAX RAMP SLOPE
- 2 CROSS SLOPE: 2.00%
- 3 MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.00%

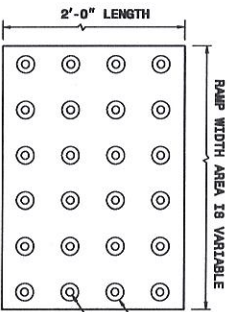
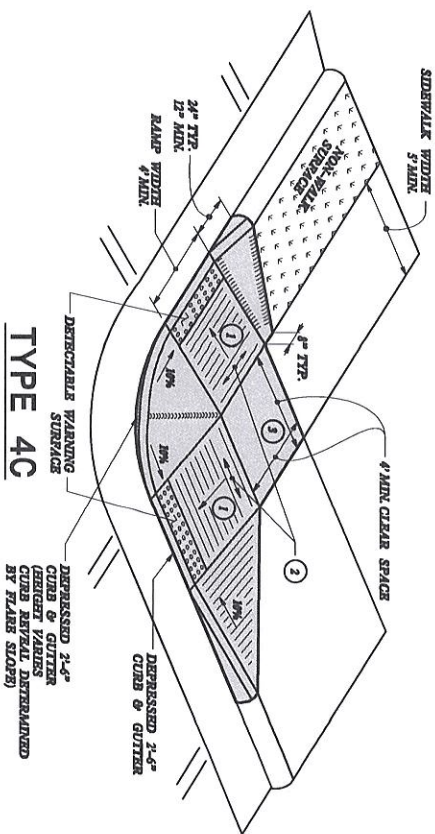
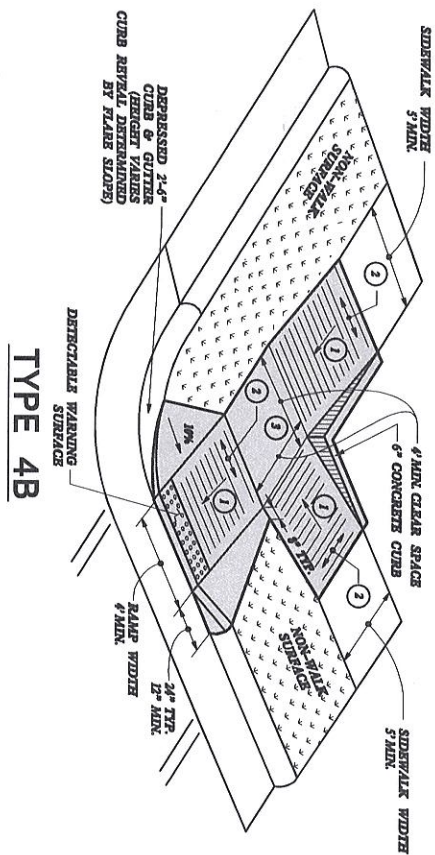
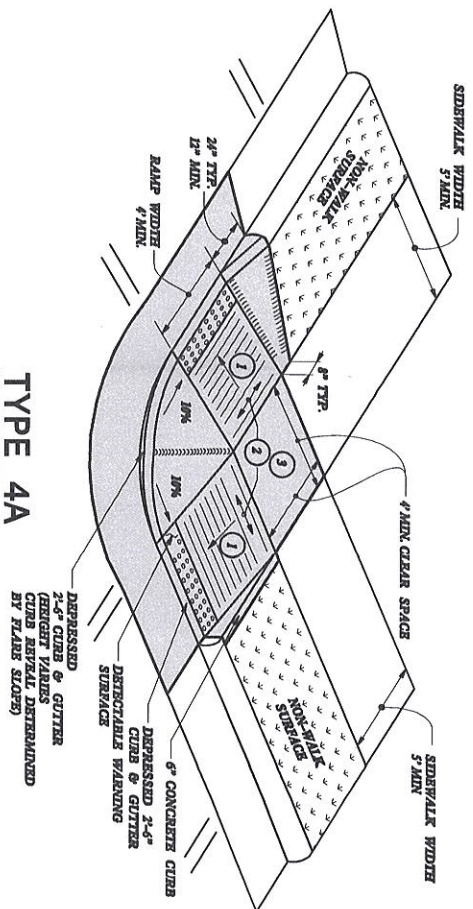
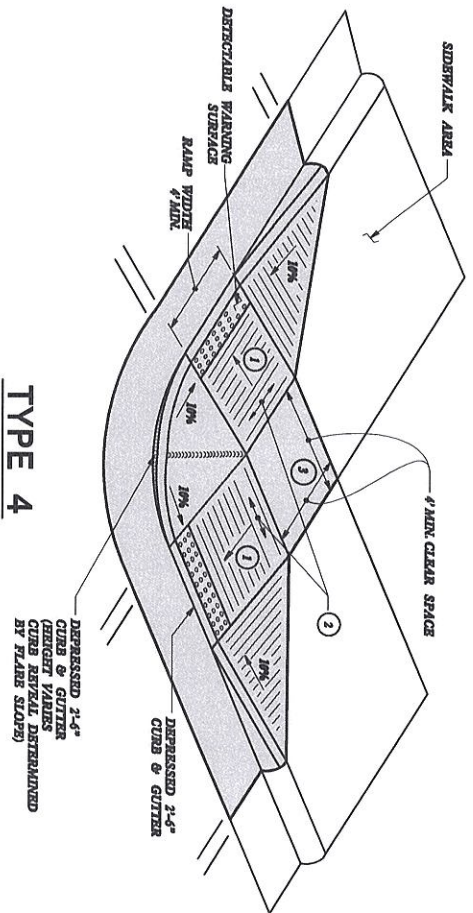
PAY LIMITS FOR 1 CURB RAMP

PARALLEL RAMP

TOWN OF HOLLY SPRINGS

STANDARD DETAIL NUMBER: HS392	
DATE	REVISIONS
XX/XX/XX	





- NOTES:
1. DETECTABLE WARNING SURFACE SHALL COVER 2'-0" LENGTH AND FULL WIDTH OF RAMP FLOOR AS SHOWN ON THE DETAILS
 2. DETECTABLE WARNING SURFACE IS REQUIRED TO BE YELLOW AND SHOULD COVER THE ENTIRE RAMP

- 1 8.33% (12:1) MAX RAMP SLOPE
- 2 CROSS SLOPE: 2.00%
- 3 MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.00%

PAY LIMITS FOR 1 OR 2 CURB RAMPS
(CALCULATE BASED ON NUMBER OF SETS
OF DETECTABLE WARNING SURFACES)

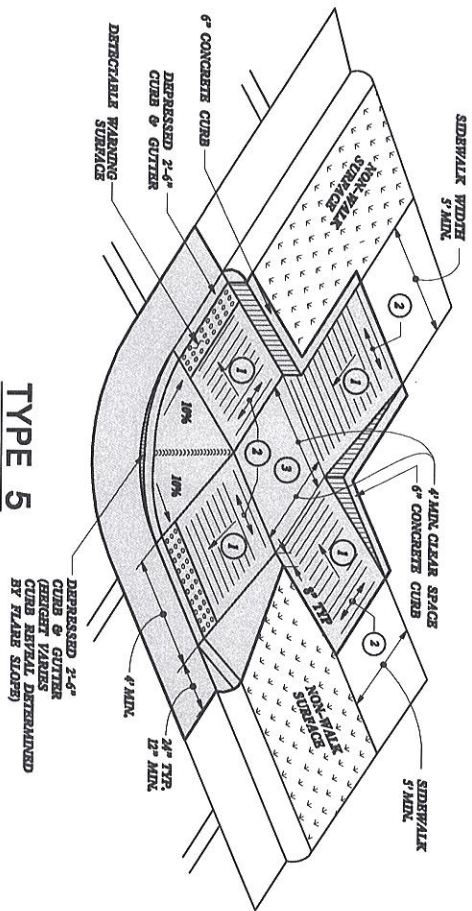
DETECTABLE WARNING SURFACE

CURB RAMP SHARED LANDING

TOWN OF HOLLY SPRINGS

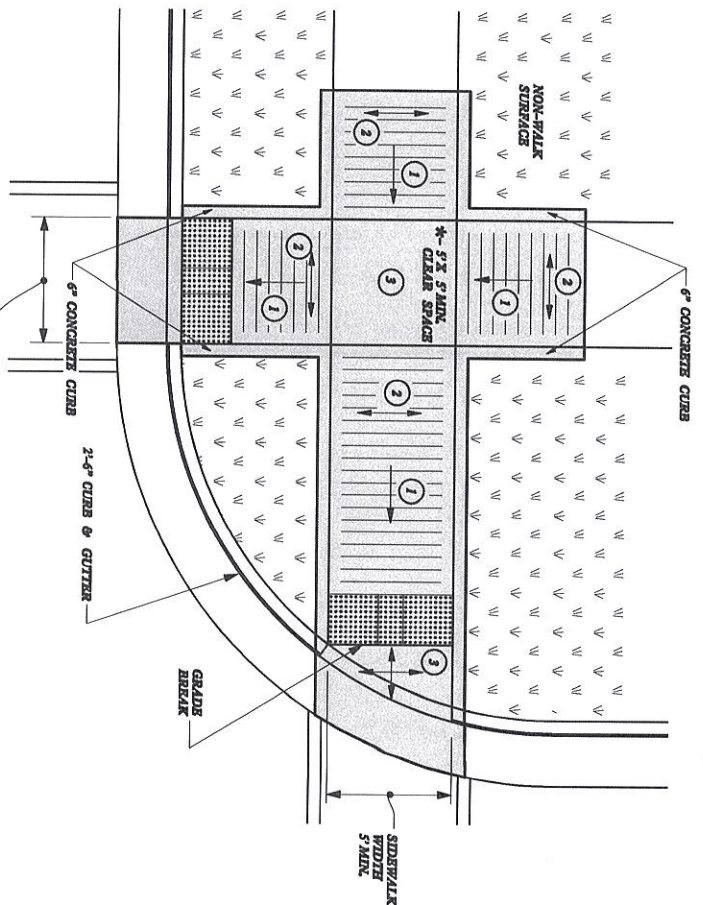
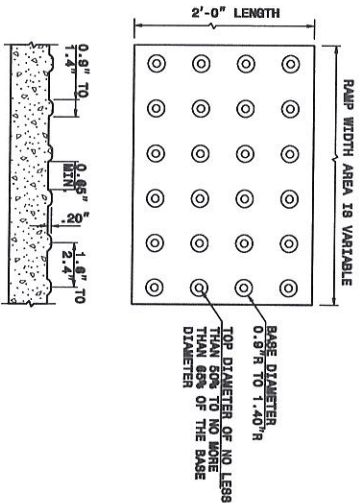
STANDARD DETAIL NUMBER: HS393	
DATE	REVISIONS
XX/XX/XX	





TYPE 5

- NOTES:
1. DETECTABLE WARNING SURFACE SHALL COVER 2'-0" LENGTH AND FULL WIDTH OF RAMP FLOOR AS SHOWN ON THE DETAILS
 2. DETECTABLE WARNING SURFACE IS REQUIRED TO BE YELLOW AND SHOULD COVER THE ENTIRE RAMP.



* - WHERE CLEAR SPACE IS CONSTRAINED ON TWO OR MORE SIDES THE CLEAR SPACE SHALL BE 4' MINIMUM X 5' MINIMUM WITH 5' PROVIDED IN THE DIRECTION OF THE PEDESTRIAN STREET CROSSING.

TYPE 5A

1. 8.33% (12:1) MAX RAMP SLOPE
2. CROSS SLOPE: 2.00%
3. MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.00%

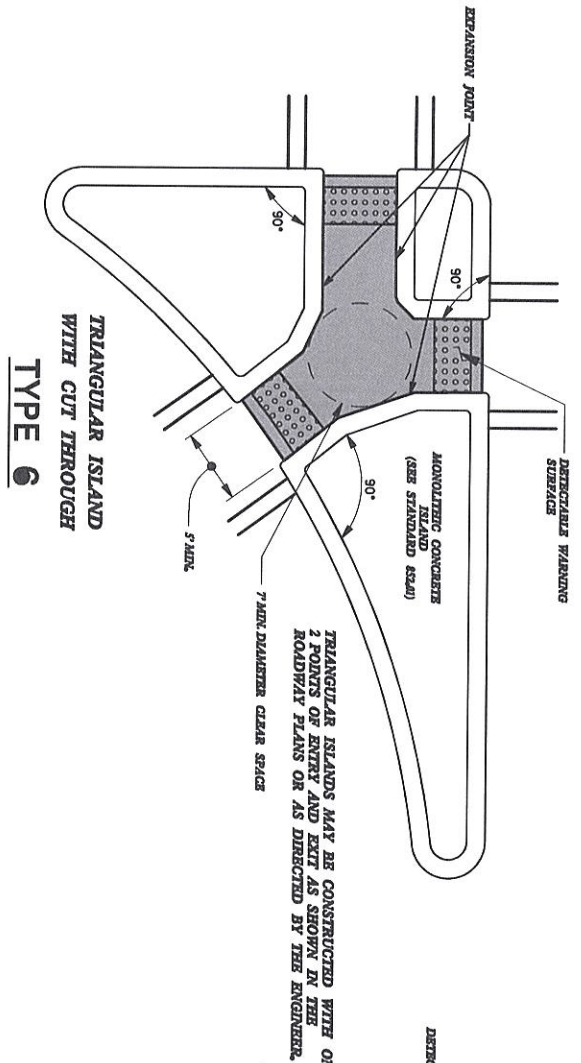
PAY LIMITS FOR 1 OR 2 CURB RAMPS (CALCULATE BASED ON NUMBER OF SETS OF DETECTABLE WARNING SURFACES)

DETECTABLE WARNING SURFACE

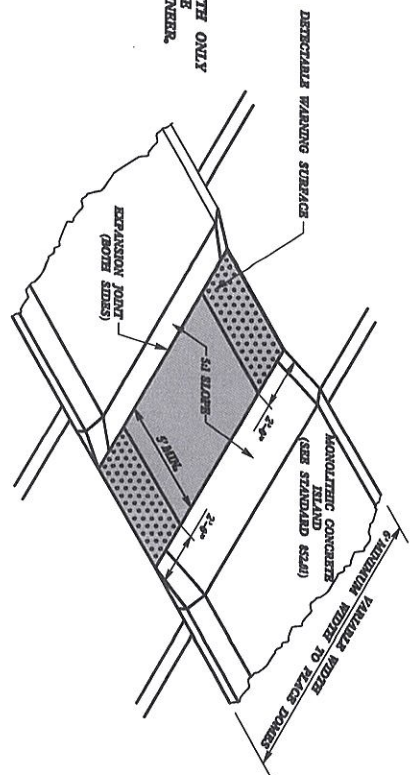
CURB RAMP SHARED LANDING

TOWN OF HOLLY SPRINGS

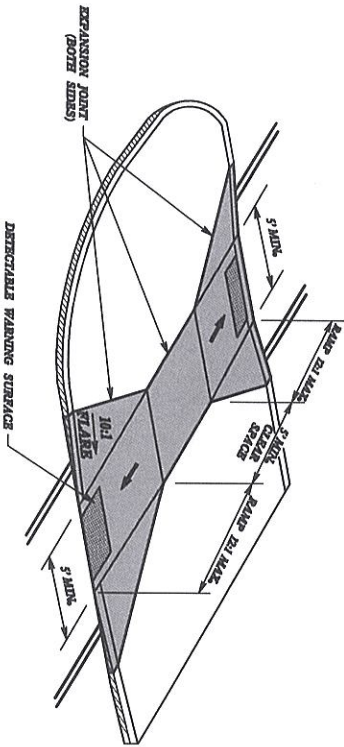
STANDARD DETAIL NUMBER: HS394	DATE	REVISIONS
	XX/XX/XX	



**TRIANGULAR ISLAND
WITH CUT THROUGH
TYPE 6**



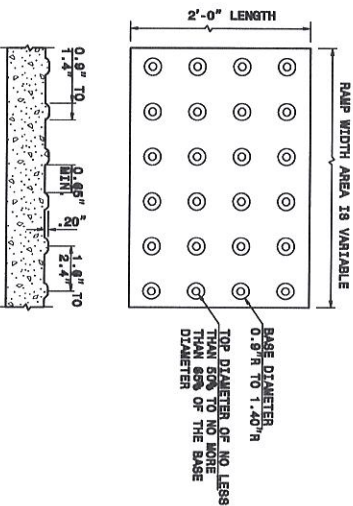
**MEDIAN ISLAND
WITH CUT THROUGH
TYPE 7**



**MEDIAN ISLAND
CURB RAMPS
TYPE 8**

- NOTES:
1. DETECTABLE WARNING SURFACE SHALL COVER 2'-0" LENGTH AND FULL WIDTH OF RAMP FLOOR AS SHOWN ON THE DETAILS
 2. DETECTABLE WARNING SURFACE IS REQUIRED TO BE YELLOW AND SHOULD COVER THE ENTIRE RAMP.

PAV. LIMITS FOR 2 OR 3 CURB RAMPS
(CALCULATE BASED ON RAMP OR RAMP
SETS OF DETECTABLE WARNING SURFACES)



DETECTABLE WARNING SURFACE

CURB RAMP ISLAND RAMP

TOWN OF HOLLY SPRINGS

STANDARD DETAIL NUMBER: HS395

DATE REVISIONS

XX/XX/XX



NOTES:

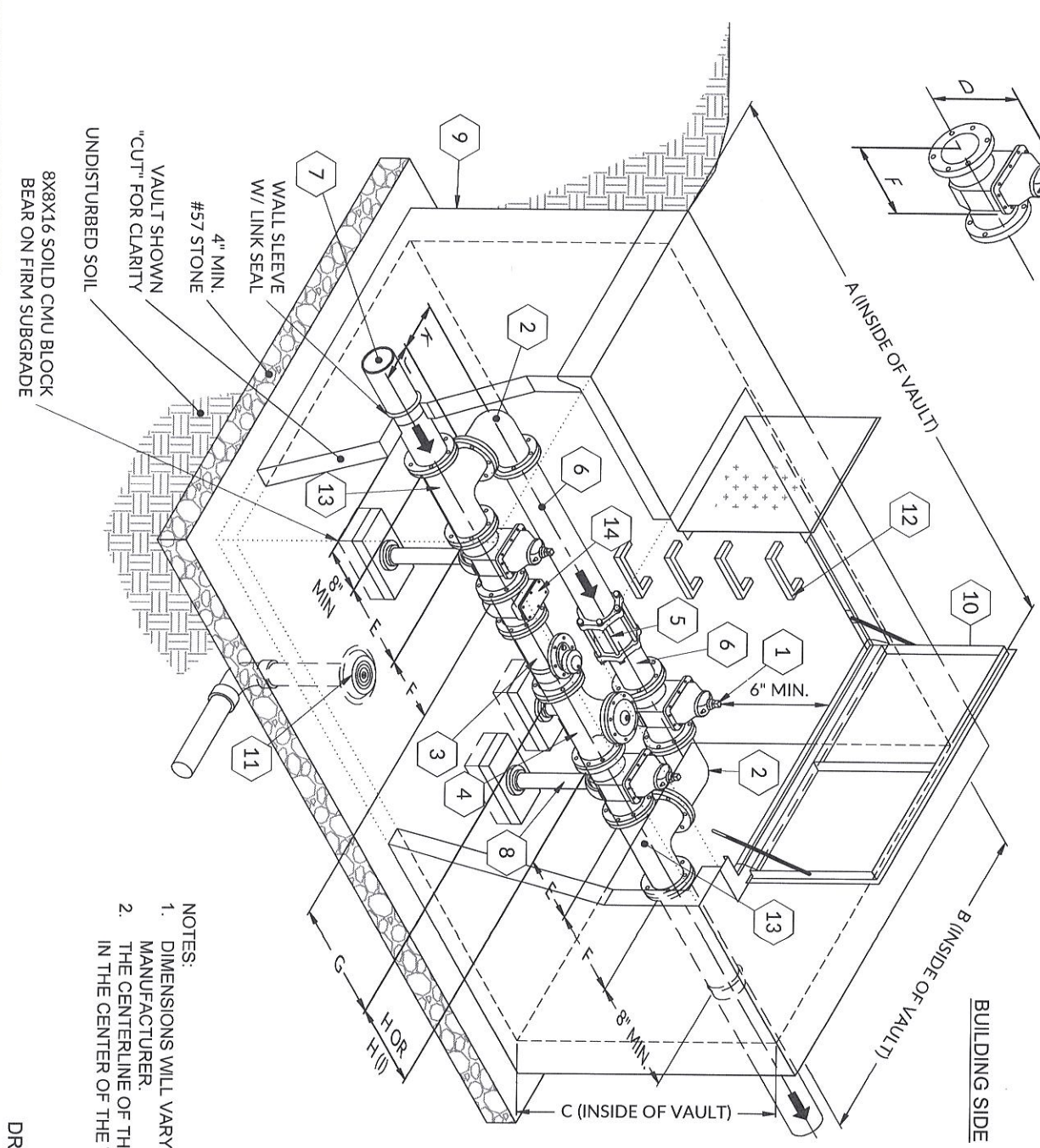
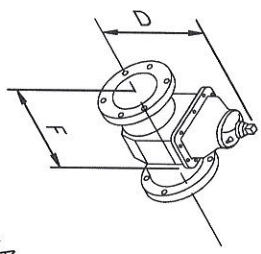
1. CONSTRUCT THE RAMP SURFACE TO BE STABLE, FIRM, AND SLIP RESISTANT. CONSTRUCT THE CURB RAMP TYPE AS SHOWN IN THE PAVEMENT MARKING PLANS OR AS DIRECTED BY THE ENGINEER.
2. LOCATE CURB RAMPS AND PLACE PEDESTRIAN CROSSWALK MARKINGS AS SHOWN UN THE PAVEMENT MARKING PLANS. WHEN FIELD ADJUSTMENTS REQUIRE MOVING CURB RAMPS OR MARKINGS AS SHOWN, CONTACT THE SIGNING AND DELINEATION UNIT TO LOCATE AS DIRECTED BY THE ENGINEER.
3. COORDINATE THE CURB RAMP AND THE PEDESTRIAN CROSSWALK MARKINGS SO A 4' x 4' CLEAR SPACE AT THE BASE OF THE CURB RAMP WILL FALL WITHIN THE PEDESTRIAN CROSSWALK LINES.
4. SET BACK DISTANCE FROM INSIDE OF CROSSWALK MARKING TO THE NEAREST EDGE OF TRAVEL LANE IS 4' MINIMUM.
5. REFER TO PAVEMENT MARKING PLANS FOR STOP BAR LOCATIONS AT SIGNALIZED INTERSECTIONS. IF A PAVEMENT MARKING PLAN IS NOT PROVIDED, CONTACT THE SIGNAL DESIGN SECTION FOR THE STOP BAR LOCATIONS OR LOCATE AS DIRECTED BY THE ENGINEER.
6. TERMINATE PARKING A MINIMUM OF 20' FROM THE BACK OF PEDESTRIAN CROSSWALK.
7. CONSTRUCT CURB RAMPS A MINIMUM OF 4' WIDE.
8. CONSTRUCT THE RUNNING SLOPE OF THE RAMP 8.33% MAXIMUM.
9. ALLOWABLE CROSS SLOPE ON SIDEWALKS AND CURB RAMPS WILL BE 2% MAXIMUM.
10. CONSTRUCT THE SIDE FLARE SLOPE A MAXIMUM OF 10% MEASURED ALONG THE CURB LINE.
11. CONSTRUCT THE COUNTER SLOPE OF THE GUTTER OR STREET AT THE BASE OF THE CURB RAMP A MAXIMUM OF 5% AND MAINTAIN A SMOOTH TRANSITION.
12. CONSTRUCT CLEAR SPACES FOR SIDEWALK A MINIMUM OF 4' x 4' WITH A MAXIMUM SLOPE OF 2% IN ANY DIRECTION. CONSTRUCT CLEAR SPACES FOR MEDIAN ISLANDS A MINIMUM OF 5' x 5' WITH A MAXIMUM SLOPE OF 2% IN ANY DIRECTION. IF CONSTRAINED ON TWO OR MORE SIDES, THE CLEAR SPACE SHALL BE 4' MINIMUM X 5' MINIMUM, WITH 5' PROVIDED IN THE DIRECTION OF THE PEDESTRIAN STREET CROSSING.
13. TO USE A MEDIAN ISLAND AS A PEDESTRIAN REFUGE AREA, MEDIAN ISLANDS WILL BE A MINIMUM OF 6' WIDE. CONSTRUCT MEDIAN ISLANDS TO PROVIDE PASSAGE OVER OR THROUGH THE ISLAND.
14. SMALL CHANNELIZATION ISLANDS THAT CANNOT PROVIDE A 5'x5' CLEAR SPACE AT THE TOP OF RAMPS, WILL BE CUT THOUGH LEVEL WITH THE SURFACE STREET.
15. CURB RAMPS WITH RETURNED CURBS MAY BE SUED ONLY WHERE PEDESTRIAN WOULD NOT NORMALLY WALK ACROSS THE RAMP, WHERE THE ADJACENT SURFACE IS PLATING OR OTHER NON-WALKING SURFACE, OR THE APPROACH IS SUBSTANTIALLY OBSTRUCTED.
16. PLACE A 1/2" EXPANSION JOINT WHERE THE CONCRETE RAMP JOINS THE CURB RAMP AS SHOWN IN ROADWAY STANDARD DRAWING 848.01.
17. PLACE ALL PEDESTRIAN PUSH BUTTON ACTUATORS AND CROSSING SIGNALS AS SHOWN IN THE PLANS OR AS SHOWN IN THE MUTCD.
18. DETECTABLE WARNING SURFACES WILL COVER 2'-0" LENGTH AND FULL WIDTH OF THE RAMP FLOOR AS SHOWN ON THE DETAILS.
19. DETECTABLE WARNING SURFACE IS REQUIRED TO BE YELLOW AND SHOULD COVER THE ENTIRE RAMP.

CURB RAMP NOTES

STANDARD DETAIL NUMBER: HS396	
DATE	REVISIONS
12/18/13	

TOWN OF HOLLY SPRINGS





- NOTES:
1. DIMENSIONS WILL VARY DEPENDING ON MANUFACTURER.
 2. THE CENTERLINE OF THE PLUMBING SHALL BE IN THE CENTER OF THE VAULT.

DRAWING NOT TO SCALE

3" THRU 8" STANDARD AND COMPOUND WATER METER INSTALLATION

TOWN OF HOLLY SPRINGS

STANDARD DETAIL NUMBER:	HS621a
DATE	XX/XX/XX
REVISIONS	



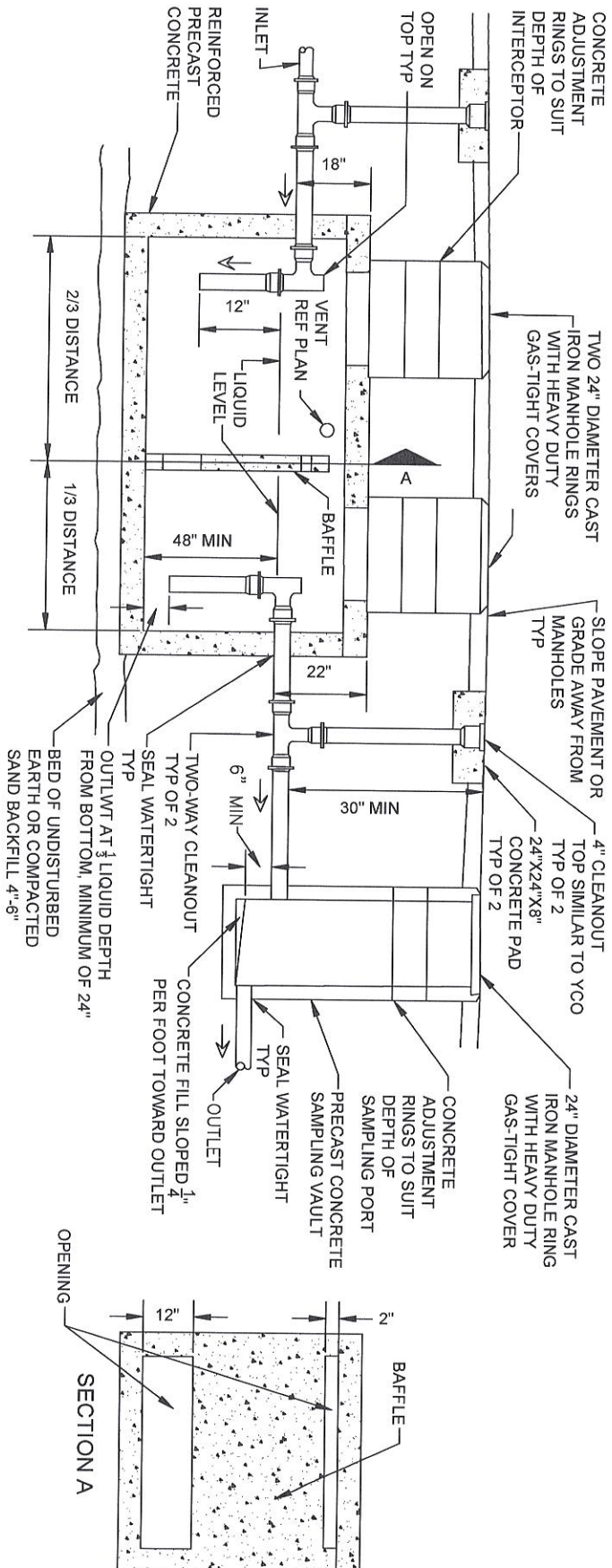
#	PART DESCRIPTION
1.	NRS GATE VALVE WITH RESILIENT SEATS
2.	DIP CLASS 350 90° BEND (FLANGED)
3.	COMPOUND WATER METER
4.	DIP CLASS 350 TEE WITH 2" BRONZE TAPPING PLUG
5.	COMPRESSION FITTING
6.	DIP CLASS 350 NIPPLE (FLANGED) LENGTH VARIES
7.	DIP CLASS 350 (FLANGED x PE)
8.	SOLID CONCRETE BLOCK OR ADJUSTABLE PIPE SUPPORTS W/ 8x8x16 SOLID CMU BLOCK
9.	PRECAST CONCRETE VAULT
10.	2 PIECE ALUMINUM DOOR, CENTER OVER METER
11.	4" PVC TO CATCH BASIN OR DAYLIGHT
12.	STEPS @ 12" O/C
13.	DIP CLASS 350 TEE
14.	STRAINER

NOTES:

1. PIPES, BENDS, TEES, AND GATE VALVES ARE THE SAME SIZE AS THE METER SIZE (I.E. 6" METER HAS 6" PIPE, 6" 90° BENDS, 6"x6" TEES AND 6" GATE VALVES.
2. ALL DIMENSIONS ARE BASED UPON STANDARD SIZES FOR PIPES, BENDS, TEES, GATE VALVES AND METERS. STRAINER SIZES VARY DEPENDING ON MANUFACTURER. THIS SHOULD BE CHECKED BEFORE ORDERING THE VAULT BOX. COORDINATE WITH TOWN OF HOLLY SPRINGS.
3. DIMENSION "H" IS FOR STANDARD METERS. DIMENSIONS "H(I)" IS FOR COMPOUND METERS.
4. USE APPROPRIATE SIZE PLATE FLANGE ON THE TEE WITH A 2" BRONZE TAPPING PLUG.
5. USE ONLY METERS, STRAINERS AND GATE VALVES APPROVED BY THE TOWN OF HOLLY SPRINGS.
6. FOR 3" METER VAULTS USE THE STANDARD SINGLE HATCH-TYPE ALUMINUM DOOR, CENTERED OVER THE METER. FOR 4", 6" AND 8" METER VAULTS USE 4'x6' STANDARD ACCESS DOORS. (SEE TOWN OF HOLLY SPRINGS)
7. SIZING OF 3" AND LARGER WATER METERS MUST BE SUBMITTED BY A PROFESSIONAL ENGINEER AS PART OF THE CONSTRUCTION DRAWING REVIEW.

3" THRU 8" STANDARD AND COMPOUND WATER METER INSTALLATION		STANDARD DETAIL NUMBER: HS621b	
TOWN OF HOLLY SPRINGS		DATE	REVISIONS
		XXXXXX	





DETAIL SHOWS GENERAL SCHEMATIC REQUIREMENTS. CONTRACTOR SHALL SUBMIT PROPOSED INTERCEPTOR INSTALLATION PLANS AND SPECIFICATIONS TO TOWNS INSPECTIONS DEPARTMENT FOR APPROVAL BEFORE ACQUISITION OF INTERCEPTOR. PROVIDE INTERCEPTOR WITH ADEQUATE STRUCTURAL STRENGTH TO ACCOMMODATE VEHICULAR TRAFFIC AT INSTALLATION LOCATION.

- NOTES:
1. PROVIDE SAMPLING PORT DOWNSTREAM OF THE JUNCTION WITH THE MAIN SANITARY SEWER.
 2. REFER TO PLUMBING PLAN FOR PIPE SIZES.
 3. CONTACT PUBLIC UTILITIES WITH QUESTIONS REGARDING GREASE TRAPS.

DRAWING NOT TO SCALE

PRECAST GREASE INTERCEPTOR

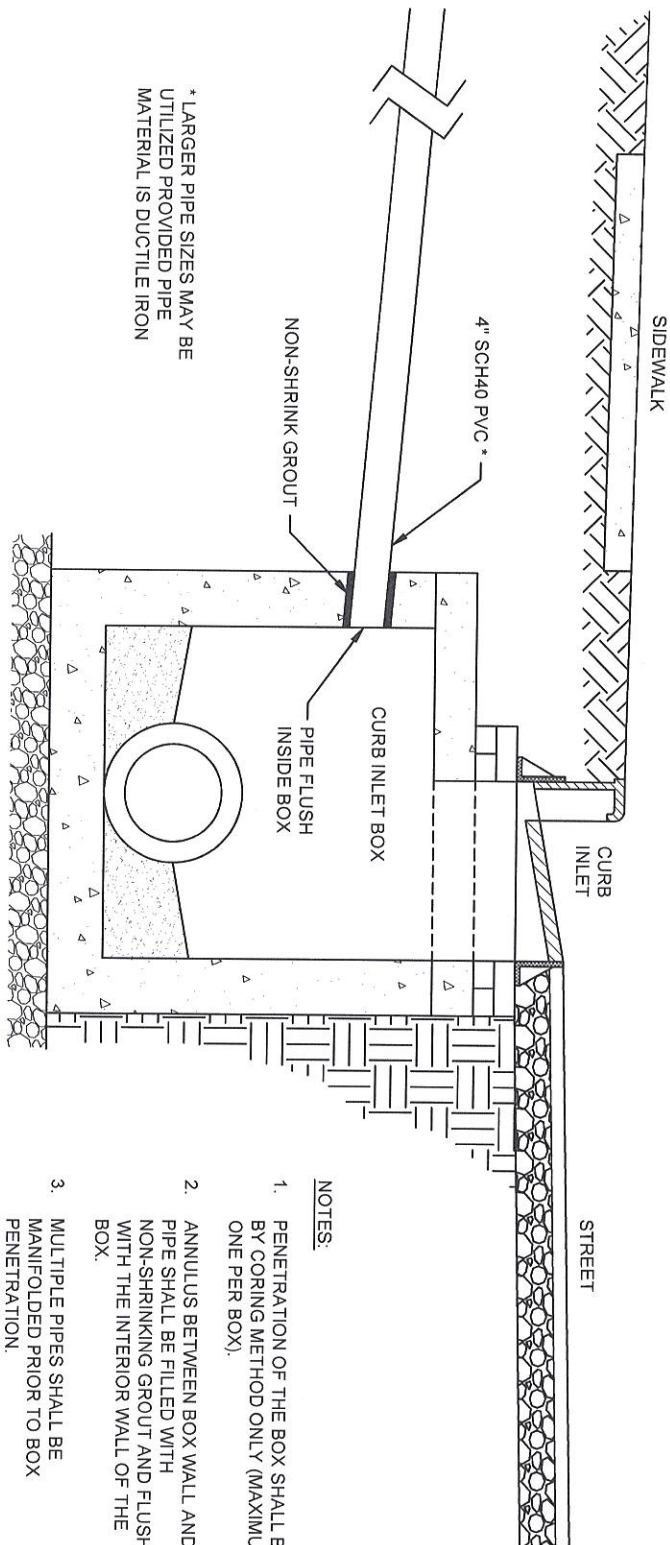
TOWN OF HOLLY SPRINGS

STANDARD DETAIL NUMBER: HS1725

DATE REVISIONS

12/28/24





* LARGER PIPE SIZES MAY BE
UTILIZED PROVIDED PIPE
MATERIAL IS DUCTILE IRON

NOTES:

1. PENETRATION OF THE BOX SHALL BE BY CORING METHOD ONLY (MAXIMUM ONE PER BOX).
2. ANNULUS BETWEEN BOX WALL AND PIPE SHALL BE FILLED WITH NON-SHRINKING GROUT AND FLUSH WITH THE INTERIOR WALL OF THE BOX.
3. MULTIPLE PIPES SHALL BE MANIFOLDED PRIOR TO BOX PENETRATION.
4. CORRUGATED HDPE IS NOT PERMITTED TO PENETRATE THE BOX WALL.

DRAIN CONNECTION TO STORM DRAIN BOX

TOWN OF HOLLY SPRINGS

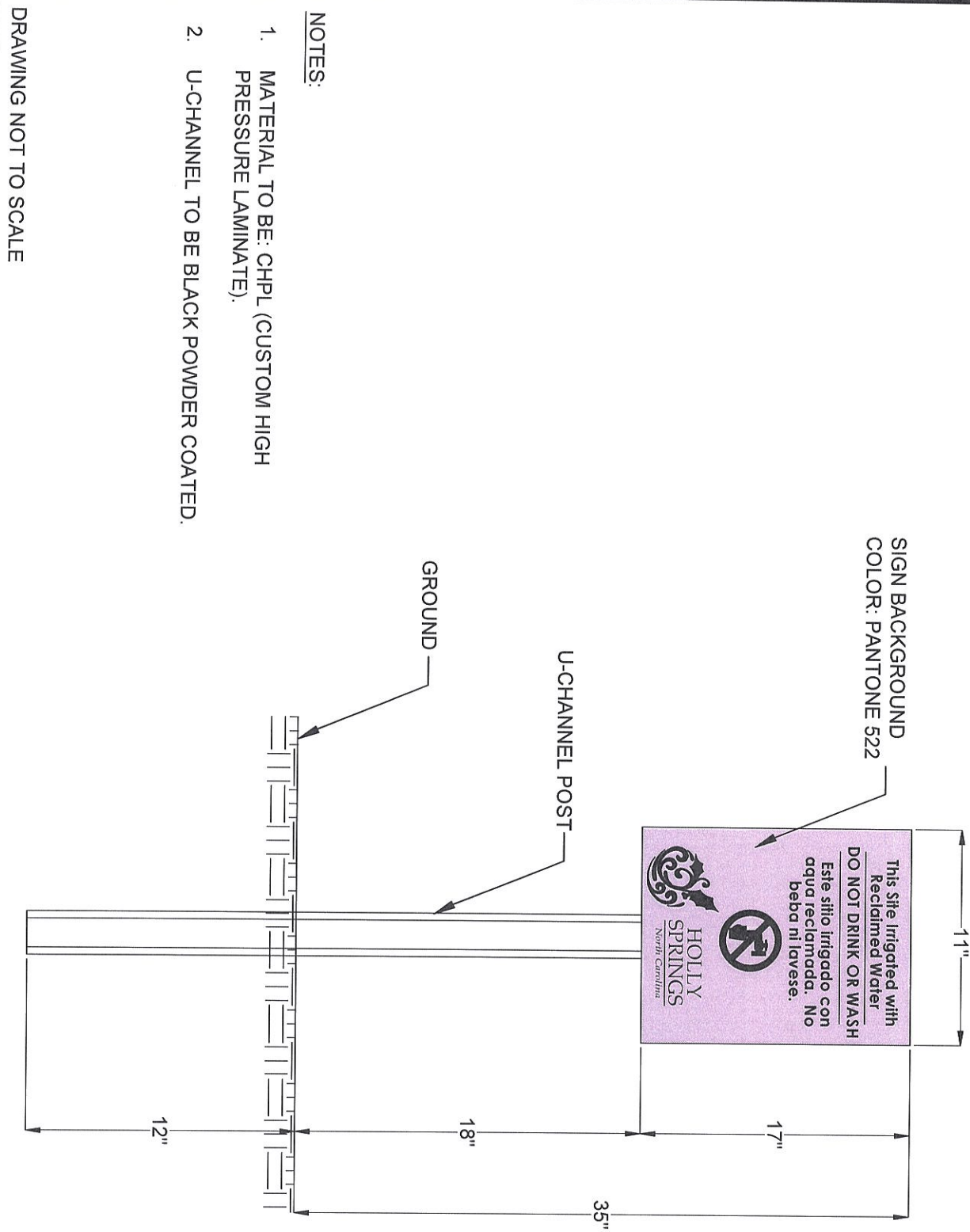
STANDARD DETAIL NUMBER: HS824

DATE REVISIONS

12/22/2024



HOLLY
SPRINGS
North Carolina



RECLAIMED WATER USAGE SIGN

TOWN OF HOLLY SPRINGS

STANDARD DETAIL NUMBER: HS1110

DATE REVISIONS

28/28/28





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

Public Hearings

Title: 1220 N. Main Street - Voluntary Annexation A23-05

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Aaron Prichard, Development Services

Action(s):

1. Conduct Legislative Public Hearing.
2. Adopt Annexation Ordinance A23-05.

Explanation:

- The Town has received a petition for voluntary annexation of 3.70 +/- acres located at 1220 N. Main St.
- The owners of the property are William A Rousseau and Claire M. Rousseau, Trustees.
- The property is associated with a Development Plan and Special Use Permit for Overlook at Main and will close a portion of an existing doughnut hole in the town limits.
- Staff requested feedback from all departments and there were no issues with this annexation.

Background:

- The property is contiguous with town limits.
- The property meets all statutory requirements for annexation.

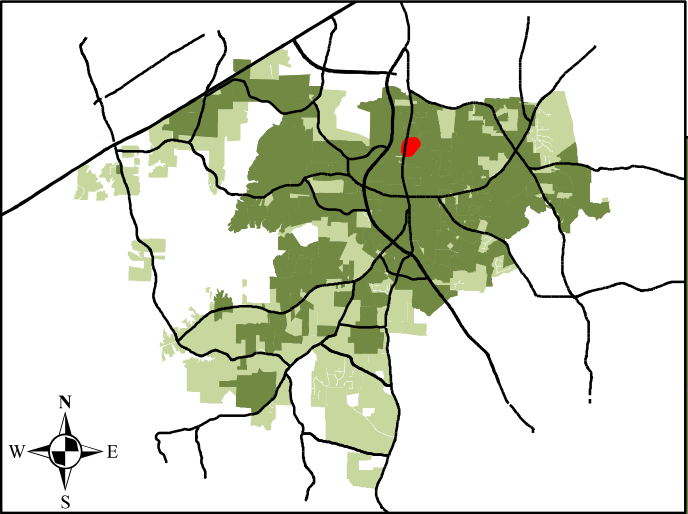
Funding Source(s):

N/A

Attachment(s):

1. A23-05 map
2. 23-30 Resolution of Sufficiency for A23-05 - 1220 N. Main St.
3. A23-05 - 1220 N. Main St. - Ordinance - Draft

A 23-05 | 1220 N Main St (Overlook at Main) | 3.70 Ac.



- Legend**
-  Annexation Property Site
 -  Town Limits
 -  ETJ



Resolution No. 23-30

Date Adopted: November 21, 2023

Annexation No.: A23-05

**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:

Lying and being in Holly Springs Township, Wake County, North Carolina, and more particularly described as follows:

COMMENCING AT THE TOWN OF HOLLY SPRINGS MONUMENT PEARSON 16 HAVING NC NAD83(2011) GRID COORDINATES N698078.630 E2048951.450;
THENCE S 14°56'49" E A DISTANCE OF 238.42' TO A CONCRETE MONUMENT;
THENCE N 83°29'56" E A DISTANCE OF 234.85' TO AN ANGLE IRON;
THENCE S 89°25'01" E A DISTANCE OF 4.00' TO THE **POINT OF BEGINNING**;
THENCE N 11°38'39" E A DISTANCE OF 595.86' TO A POINT;
THENCE N 87°58'23" E A DISTANCE OF 491.31' TO A POINT;
THENCE S 44°51'58" W A DISTANCE OF 162.64' TO A 1 INCH EIP;
THENCE S 44°34'21" W A DISTANCE OF 100.83' TO A 1 INCH EIP;
THENCE S 43°00'47" W A DISTANCE OF 102.88' TO A POINT;
THENCE S 40°20'42" W A DISTANCE OF 102.94' TO A 1 INCH EIP;
THENCE S 37°16'55" W A DISTANCE OF 103.55' TO A 1 INCH EIP;
THENCE S 34°17'12" W A DISTANCE OF 102.92' TO A 1 INCH EIP;
THENCE S 30°48'39" W A DISTANCE OF 109.35' TO A CONCRETE MONUMENT;
THENCE N 89°25'01" W A DISTANCE OF 112.25' TO A POINT WHICH IS THE **POINT OF BEGINNING**, HAVING AN AREA OF 161,297 SQUARE FEET, 3.70 ACRES.

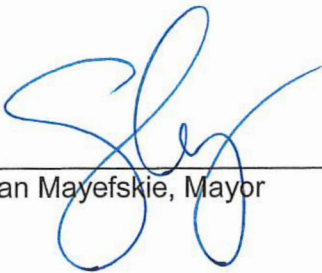
NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Holly Springs, North Carolina, that:

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, December 19, 2023.

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 21st day of November, 2023.



Sean Mayefskie, Mayor

ATTEST:



Linda McKinney, Town Clerk





Annexation Ordinance No.: **A23-05**

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 19th day of December, 2023.

Being that area of land marked Annexation Area as shown on the map recorded in Book of Maps _____ Page _____ in the Wake County Register of Deeds office and described as follows:

COMMENCING AT THE TOWN OF HOLLY SPRINGS MONUMENT PEARSON 16 HAVING NC NAD83(2011) GRID COORDINATES N698078.630 E2048951.450;
THENCE S 14°56'49" E A DISTANCE OF 238.42' TO A CONCRETE MONUMENT;
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THENCE S 30°48'39" W A DISTANCE OF 109.35' TO A CONCRETE MONUMENT;
THENCE N 89°25'01" W A DISTANCE OF 112.25' TO A POINT WHICH IS THE **POINT OF BEGINNING**, HAVING AN AREA OF 161,297 SQUARE FEET, 3.70 ACRES.

Adopted this, the 19th day of December, 2023.

ATTEST TO:



Linda C. McKinney, Town Clerk

Sean Mayefskie, 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 December 19, 2023, 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 19th day of December, 2023

Linda C. McKinney, Town Clerk

