Holly Springs Town Council
7:00 PM **Tuesday, September 15, 2020**
Regular Meeting
Holly Springs Town Hall Council Chambers
128 S. Main Street, 2nd Floor

Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of September 15, 2020 meeting agenda

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

CONSENT AGENDA

5. Approve the minutes of the September 1, 2020 Business Meeting and the September 8, 2020 Workshop meeting.
6. Odor Project design contract amendment
7. Intent to Close Portion of Ralph Stephens Road
8. Holly Springs Express Bus Route - General Capital Funding Agreement
9. Comprehensive Transportation Plan Consultant Contract
10. Updates to Fiscal Policy Guidelines and Contract Change Orders Policies

UNFINISHED BUSINESS

11. Deadly Weapons Ordinance - Ordinance 20-04

NEW BUSINESS

12. Resolution for Town Attorney to petition court for compliance of the minimum housing ordinance.
13. Ting Park Naming Rights Agreement Extension
14. Downtown Village District Small Business Development Grant Program (previously known as the Downtown Development Investment Program).

OTHER BUSINESS

MANAGER'S REPORT

CLOSED SESSION -

ADJOURNMENT

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

MINUTES

The Holly Springs Town Council met in regular session on Tuesday, September 1, 2020 in person and via video conferencing. Mayor Sears presided, calling the meeting to order at 7 p.m. A quorum was established as the Mayor and five Council members were present as the meeting opened.

Council Members Present: Mayor Sears, Mayor Pro Tem Dan Berry, Councilmen Peter Villadsen, Shaun McGrath and Aaron Wolff, and Councilwoman Christine Kelly.

Council Members Absent: none.

Staff Members Present in Chambers: Randy Harrington, *Town Manager*; Daniel Weeks, *Assistant Town Manager*; Scott Chase, *Assistant Town Manager;* John Schifano, *Town Attorney*; Linda McKinney, *Town Clerk* (recording the minutes); Mark Andrews, *Communication and Marketing*; Jeff Wilson, *Director IT;* Gina Clapp*, Director of Planning & Zoning;* Melissa Sigmund, *Planning & Zoning,* LeeAnn Plumer, *Director Parks and Recreation*; Patty Dressen, *Interim Director of Finance*; Elizabeth Goodson, *Engineering*; Jessica McMillan, *Interim Police Chief*; Paul Liquorie, *Incoming Police Chief*; Mathew Mutter, *IT;* Kathy White, *Deputy Town Clerk; C*assie Hack, *Director Communications and Marketing*;

Staff Members Present via video conferencing: Tamara Ward, *Communications and Marketing;* Kendra Parrish, *Executive Director, Utilities & Infrastructure Services* ; Irena Krstanovic, *Director Economic Development*; and Leroy Smith, *Fire Chief.*

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Pastor Emeritus Horace Ferguson of Holly Springs United Methodist Church.

4. Agenda Adjustment: The September 1, 2020 meeting agenda was adopted with changes, if any, as listed: move item 8 to the September 15, 2020 agenda.

Motion: Berry
Second: Wolff
Vote: Unanimous

Public Comment: Public Comment was requested in writing prior to the meeting. The following number of comments was received and provided to the Council prior to the meeting: 211 comments in favor of passing Ordinance 20-04; 85 comments opposed to passing Ordinance 20-04.
Copies of these comments are attached to these minutes.

5. Introduction of Police Chief Paul Liquorie

Randy Harrington, Town Manager, said he was thrilled to announce that Paul Liquorie was chosen as the new Holly Springs Police Chief. He gave an overview of the search process for the new Chief of Police, which resulted in 130 applicants. He outlined Incoming-Chief Liquorie's qualifications. He has deep experience in working with neighborhoods and businesses, strong policing partnerships and commitment to community policing. Also he demonstrated a high commitment to the community he lived in. He is a strong family man with a wife and four children. Mr. Harrington said the Town would normally do a large community gathering to introduce a new

Chief, which we cannot do with COVID restrictions, but he will be introduced to the community in the ways we can. He invited Mr. Liquorie to speak to the Council.

Paul Liquorie thanked the Mayor and Council. He spoke about how well-run the search process was, and how attracted to the community of Holly Springs he was, and felt his family could be happy here. He said he wants to work hard to reach out to all parts of the community, being transparent and inclusive. He is excited about working with the Officers and Command Staff of the HSPD.

The Mayor welcomed him and said he was joining the best Police Department in NC.

Randy Harrington recognized interim chief Jessica McMillan for the work she has done this summer. He also thanked Erika Phillips, HR Director, and Daniel Weeks, Assistant Town Manager, for their work in the search process.

6. Public Hearing: Annexation A20-04 Cass Holt Road Town Park Property

Melissa Sigmund, Planning and Zoning, said this annexation was for land recently purchased by the Town of Holly Springs for a park. Staff has requested feedback from all departments and there were no issues with this annexation. The property meets all statutory requirements for annexation. Annexation is being requested at this time in order to have Holly Springs Police be the service provider to the parcel instead of the Wake County Sheriff's Office to better address public safety response.

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

Mayor Sears closed the public hearing.

Action: Motion to adopt Annexation Ordinance A20-04, annexing 55.0 +/- acres, PIN #0648239301 and #0648333740, owned by the Town of Holly Springs.

Motion by: McGrath
Second by: Kelly
Vote: Unanimous

Consent Agenda

The Council passed a motion to approve all items on the Consent Agenda, with the exception of Item 8, which was moved to the September 15, 2020 agenda. The motion carried following a motion by MPT Berry, a second by Councilman McGrath and a unanimous vote. The following actions were affected:

7. Minutes – The Council approved minutes of the Council Business meeting held August 18, 2020.

UNFINISHED BUSINESS

9. Ordinance 20-04

John Schifano, Town Attorney, said that at the August 18, 2020 meeting Council tabled the consideration of this Ordinance to allow staff to make amendments. The changes to the draft of Ordinance 20-04 eliminate "greenways" as regulated spaces for open carry of weapons, and specifically lists Town facilities to which the Ordinance applies. It would prohibit the open carry of weapons in any Town building (Town Hall, Public Works facility, Police Station, Fire Stations, etc). It would also apply to listed Town parks, recreational facilities, athletic facilities, playgrounds or any

athletic field. It does not include a prohibition against lawful concealed carry of handguns by persons permitted under N.C.G.S. 14-415.11.

Mayor Sears said that he received an outpouring of emails on this subject and thanked everyone for participating.

Councilman Wolff said that there was a lot of discussion during the workshop during which it became clear that there was a distinction in how Council was discussing open carry and concealed carry. During the last meeting Council discussed the difficulties in enforcing a concealed carry ban on Town owned property. Those difficulties do not apply to open carry. This Ordinance does not stop people from defending themselves. It stops intimidation. There are many instances nearby that involve people carrying weapons openly with the intent of intimidation. A couple of months ago we had armed protestors who didn't want to wear masks showing up at our Legislature, open carrying in Raleigh, and carrying a rocket-launcher into a downtown Subway. There is no need for that and there is no need for that on Town property. He said he had heard from many people in town who do not feel comfortable with open carry being allowed near their kids, in Town parks and facilities. Recently armed protestors have completely shut down legislatures in Michigan and Idaho. We are being proactive and practical here. The proposed Ordinance would not taking away anyone's rights, it would remove the threat of intimidation.

Councilman Villadsen said that he appreciates all the feedback Council has received. Many of the arguments on both sides were well thought out and compelling. But in the end, the common thread is that people need to feel safe. This is not a Second Amendment restriction. There seems to be some confusion about this, based on the emails I received. Holly Springs' residents can continue to purchase guns. This is also not exactly about safety. Holly Springs has been one of the safest towns in NC. For him this is about a healthy and comfortable workplace for our employees. Many of us work in an office or building that does not allow weapons. He did not think it is right for Town employees who interact with the public to not have the same work environment. They should not have to deal with strangers carrying weapons. People in parks should not have to deal with the intimidation and distraction of people openly carrying a gun. For many it would diminish their experience, to the detriment of the Town. Finally, the Parks and Recreation Advisory Committee unanimously recommended this Ordinance. They are a nine-member nonpartisan citizen committee, appointed by Council. The Committee serves as a liaison between the Town and the citizens. If an individual has a legitimate need to protect themselves, they can get a concealed carry permit and legally carry a gun. But in light of the pandemic and the delays in getting permits, he asked that the effective date of the ordinance, if passed, be delayed six months to allow people time to get a concealed carry permit.

MPT Berry said that topics like this take the joy away from serving on Council. He is convinced that this is a non-issue and it feels like political theater. There is no middle ground on this issue. He is disappointed that Council is even discussing this, but he was elected to make tough decisions. He feels that the Parks and Recreation Advisory Committee asked that Council investigate an Ordinance. Council has done that for four months now. He thinks this Ordinance has grown in scope and is too broad. He thinks it is impossible to say what constitutes a greenway and what constitutes a park. He supports the Constitution, including the right to protest and the right to bear arms. He has concerns about the signage element. And he would like to defer the effective date of the Ordinance if it passes.

Councilwoman Kelly said she had done a lot of research and had many discussions with residents. She agrees with MPT Berry that it is a difficult subject. But she believes she is supporting the Constitution and not taking any rights away by supporting this Ordinance. What Council is considering is listening to the Parks and Recreation Advisory Committee and Town staff who feel intimidated by open carry. Since the last meeting she has had many people contact her, perhaps because she is the lone woman on Council, and also because she has lived here a long time. When

she first moved to Holly Springs the Town was 95% black. Now the percentage is around 11-12%, but those people are still here. Some of them feel that it is not as safe for them as it is for others. They asked her to support this Ordinance. She saw it as an opportunity to talk to people that hadn't reached out before. She appreciated all the comments from both sides, and felt she learned a lot along the way. She said it is Council's job to listen to all sides. She didn't tally the emails, but she did read them all. Her decision is based on the Parks and Recreation Advisory Committee's recommendation, the employees, and residents, and she supports this.

Councilman McGrath said we are back to where we started with a comment on safety. We are all charged with making this a very safe place to live and work. We still have not gotten to the basic question about why this was raised. What was the specific incident? He said this wasn't brought to Council through proper channels. He asked what changed in our Town to drive this as an issue of safety. If there is an overwhelming safety issue he would be the first to say that something needs to be done, but he has not heard that evidence. Holly Springs Law Enforcement said that this will not change the safety of our community. Pieces of paper aren't going to make our community more safe. He said he has no evidence that it will make us more safe, but he thinks it will add to confusion. He said he appreciated all the emails, but stopped counting. There is a lot of misunderstanding out there. NC has the background checks right for concealed carry. To get a permit to open carry also requires a background check, which are currently being delayed by the Wake County Sheriff's office. He said he called the number on their web page for concealed carry applications this morning, and did not get an answer or a voice mail. He agrees with the idea of delaying any action until the Wake County Sheriff's office can process concealed carry and open carry permits in a reasonable time frame. There is already legislation to prohibit people from brandishing a weapon. Right now residents are not able to get the training they need because the weapons training center is closed and has not been reopened. He said there was rioting going on in Raleigh. He can understand why people are fearful and want guns. He said he understands both sides. He asked if anyone in the room was carrying a weapon other than law enforcement. He said no one would come to a Council meeting armed because we are a law abiding society. He says most people aren't going to do it, so we don't need an Ordinance to prevent it. He finds it confusing because people can't even understand the Governor's mask order, so how would they understand this. He has not changed his position since June.

Councilman Wolff said that when the Sheriff made the decision to close the firearms training center, he thought it was a bad decision. If we're going to have people with guns they should be well trained. It is closed, but that is not because of the Sheriff. Now the center is owned by the County and under new management, and is closed due to COVID. He heard from many people who told him they had seen people open carrying at soccer games. It has happened, and it does make people uncomfortable. He feels safer having LEO carrying in the Chamber, but not someone he doesn't know. He has heard from many residents telling him they would feel safer. A WRAL investigative report from August shows the backlog to receive a permit is 5 weeks, not 6 months. There is a big delta there. He is comfortable delaying the Ordinance until the citizens can be educated, staff can create signs, and people can get used to them. We don't need to have this go into effect tomorrow, but six months seems too long given the current delay.

He said that at the last meeting he asked our Town Attorney if this Ordinance made him worry about litigation, or think it was unlawful, and he said unequivocally no. People say we're bringing up other towns because we feel a need to copy. That is not the case. He said he brought up the other towns to show that it can be done, and that a lawsuit is a frivolous threat. They would have to sue multiple municipalities. He said he trusts staff to educate the community and he trusts Holly Springs PD to educate first and to use their discretion in filing charges. People might not be paying attention to every Council meeting, and so giving them time to come to an understanding is fine. Our citizens are more than capable of understanding what they can and can't do, and our staff is more than capable of educating the public and crafting clear signs.

Mayor Sears asked if there was a desire to postpone making a decision on the Ordinance at this time. Councilman Wolff asked Town Manager Randy Harrington what can be expected as turn-around to get signs drafted, created, and in place. Mr. Harrington said staff was already working to revise and update all park signage, and the timeframe is 2-3 months. Councilman Wolff said he was comfortable moving forward with a 3 month delay in implementation or 2 weeks after the signs go up.

Councilman Villadsen said the 6 month request was from a resident who is going through the permitting process. He wants to stick with 6 months. That will give people time to get their permits if they want them.

Councilman McGrath said the 5 week delay is in getting an application appointment. But the entire process takes 6 months. He said he is not concerned about litigation. But it comes down to safety, and he still believes that this Ordinance is too broad. Look at Womble Park, Bass Lake Park, when you talk about facilities other than Town Hall, he doesn't think people can understand. Fixed buildings are easy to understand. But when you talk about the parks, some of these parks are just as threat prone in the hours of unscheduled time. If there was a scheduled event, it is unsavory to carry your weapon. He can't support it the way it is written right now. He thinks things that are not well defined make the Town less safe. He is against voting on this Ordinance as it is written tonight. In his mind if the field is not a scheduled event, it is just like a greenway.

Councilman Wolff said he doesn't think that it would be less confusing to make it subject to certain times.

Councilman McGrath said that if it's a scheduled event you put the onus on the person scheduling to put temporary signage up during the event. You put less of the onus on our staff, and less dollars on changing signage if we use temporary signage.

Councilman Wolff said that pragmatically it doesn't make sense to him. We are a unique Town in many ways, which is why we get such wonderful candidates such as our new Chief. But we are not unique in having greenways that run through parks. This Ordinance is drafted in a way that is consistent with many municipalities that have similar parks and do not have any of the problems or confusion his colleague is describing. He is willing to put a 6 month delay on the implementation of the Ordinance, to give staff time to draft signs and educate the public.

Councilwoman Kelly asked Mr. Harrington if Council moves to delay 6 months, what that means for the sign rewrite. Would it delay all the signs for six months?

Mr. Harrington said staff would leave the current signs up and wait to put the new signs up in six months, unless Council directed otherwise. The interest in new signage was providing updates that the Council made earlier.

MPT Berry said to address the permitting issue, the delay is what is it is, and it is not just concealed carry permits. You have to have a pistol purchase permit to buy a handgun. You can buy a rifle or a shotgun. But the handgun permit is also delayed. He did not think in the next 2 months the permit requests are going to go down. Six months might allow the Sheriff to get caught up. A few numbers that were not mentioned, the signage has a cost of $2,000 which was not budgeted. Parks and Recreation revenues are 1/3 of what they were last year. There are a lot of priorities that have been "parked" due to COVID, and now Council is talking about pushing them back for something that wasn't budgeted for. He thinks the signage is a concern. Maybe there is enough time to educate the public. But he does not support the Ordinance as written today.

Councilman Wolff said that property tax revenue is trending ahead. Half a million more. The Town can handle $1,000 to $2,000 for signs. He offered to pay it out of his own pocket, if that would make a difference.

There was further discussion about the cost of signage, the fact that the signs were already going to be replaced, and that decals would be placed on doors and windows.

Mayor Sears suggested Council could discuss this further at an October workshop if this was not the Ordinance they wanted to vote on. Council indicated that they were ready to vote with the six month delay in implementation.

Action: Motion to adopt Ordinance 20-04, amending Chapter 12 of the Town Code to create Sections 12-353 & 12-354 regulating weapons on Town property, with the amendment that the implementation be six months from now.

Motion by: Wolff
Second by: Kelly
Vote:
Aye: Kelly, Villadsen, Wolff
Nay: McGrath, Berry
The motion passed, and will go for a second reading on September 15, 2020.

There was discussion over whether the Ordinance could be amended at the next vote. Town Attorney John Schifano said that technical amendments could be made, if the Ordinance was substantially the same.

NEW BUSINESS

10. Water Source and Capacity Analysis Update

Elizabeth Goodson, Engineering, said the purpose of this item was to discuss an option for additional water supply to meet the expanded future needs identified in the Future Land Use Plan update. She outlined where the Town's water comes from now, our current capacity, and future needs. She showed where a proposed water line from Sanford to Fuquay-Varina and Chatham County is being discussed, and discussed partnering with those jurisdictions on a Preliminary Engineer's Report (PER) for the Sanford Water Treatment Plant expansion and a water main from the Water Treatment Plant to Holly Springs. Ms. Goodson said the PER would provide the scale and cost of the Water Treatment Plant expansion. Staff would bring the results of the PER back to Town Council for decision on further partnership in construction improvements or purchasing water. This is a study, at this phase, to get information.

Councilwoman Kelly asked if anything had changed since this topic was presented at the workshop. Ms. Goodson said that the need is still the same, staff have just discussed the proposal in more detail with the other jurisdictions. At this time staff does not anticipate pursuing the Harnett County Booster Pump project and there are funds in that account to cover this PER.

Action 1: Motion to approve a Memorandum of Understanding with the City of Sanford for cost sharing associated with a Preliminary Engineers Report for the expansion of the Sanford Water Treatment Plant.

Motion by: Villadsen
Second by: Berry
Vote: Unanimous

Action 2: Motion to approve the budget amendment to reallocate $200,000.00 from Harnett County Booster Pump Station Project to Utility Fund Operating Account.

Motion by: Kelly
Second by: Villadsen
Vote: Unanimous
A copy of the budget amendment is attached to these minutes.

11. Tree Advisory Committee Mid-Term Appointment

Linda McKinney, Town Clerk, said that on May 19, 2020 Jill Kerr was appointed to fill the remainder of a term ending June, 2021. On June 9, 2020 Ms. Kerr informed the Planning and Zoning Department that she was resigning due to family obligations. The Clerk's office advertised

the position on the Town's website and through social media and received two applications, from Amber Duerbig and Kenneth Henke.

The Mayor asked for a show of hands for who wished to appoint Ms. Duerbig. Councilmen McGrath, Villadsen, and Berry raised their hands.

Action: Motion to appoint Amber Duerbig to the Tree Advisory Committee for a one-year term ending June 30, 2021.

Motion by: Villadsen
Second by: Berry
Vote: Unanimous

12. Stephens Tract Developer's Agreement

John Schifano, Town Attorney, said that the proposed Developer Agreement would obligate the developer of Stephens tract to participate in the costs associated with the Basal Creek pump station expansion and Avent Ferry widening at Ralph Stephens Road. Council approved a 292 unit townhome community in February 2019. The development flows into the Basal Creek pump station which is being upgraded by Lowes. This agreement requires the developer to contribute $399,416 to the expansion to accommodate for their use, and to contribute $92,000 to the widening of Avent Ferry.

MPT Berry said that the agreement states that they don't need to do sewer improvements for the first phase, and asked where they would connect for that phase, and what would happen if they stop development after Phase 1.

Mr. Schifano said that Phase 1 would connect somewhere else, and he would have to ask Engineering which pump station that would be. But the developers are going to grade the side for all four phases at the same time, so if they are taking on the expense of that, it is not a big risk to the Town that they will not finish.

Action: Motion to approve Developer Agreement and authorize Town Manager and staff to execute.

Motion by: Berry
Second by: Villadsen
Vote: Unanimous

OTHER BUSINESS

Mayor Sears said that Wake County has had 14,387 COVID cases with 197 deaths. In Holly Springs's zip code, he is proud that people are wearing masks, and staying socially distanced. Our zip code had 309 cases and 1 unfortunate death.

Councilwoman Kelly said that it was with sadness that she announced that Martha Leach passed away over the weekend. We just celebrated her 105th birthday and she was well loved. The funeral is Thursday morning.

Mayor Sears said Ms. Leach was a remarkable lady and he would be there.

Councilwoman Kelly said that on the COVID map, our zip code is up to 330 cases. She said that in talking to medical professionals, she knows that the numbers are probably higher, because they are listed for the zip code where the people were tested, or where they died. It is still a low number, but this does not reflect what is actually happening. Please continue to wear your masks.

She said that Holly Springs is doing well in the Census, but there are 30 more days and people should continue to fill it out. She finished by saying that Council members all want the best for Holly Springs, and are passionate about what they do, but it is important to be respectful of each other's points of view. She said she looks forward to the September workshop.

Councilman Wolff said that today was the second full day of online instruction for students. He gave a major shout out to parents who have readjusted their lives to help their children with school, and to the teachers, who are saints, to adapt to this new way of teaching. He asked

everyone to continue to do what we need to do to get COVID behind us and get our kids back in school. He echoed Mr. Harrington's comment that we have several employees who have stepped into bigger roles this summer. Interim-Chief Jessica McMillan and Interim Finance Director Patty Dressen stepped in at a time when we did not know the difficulties ahead. They have handled it beautifully and he thanked them. He said that regarding the United Bank lot, when they cut down landmark trees, they were fined, but then they decided not to develop and the Town is down two beautiful oak trees, and has no recourse to collect the fine. Moving forward he would like a more enforceable development rule, and he hopes that developers will be better community partners.

Councilman Villadsen said that in those circumstances, Council's hands were tied. The fine was negotiated, with the understanding that the lot would be developed, but then that bank was purchased and the Town is in this position. He said that he also would like better tools to deal with situations like that in the future.

MPT Berry said that the Tree Ordinance sets the Town up to be in a better position. But if a charter amendment would put us in an even better position, he would entertain that. He is thrilled that the Governor is opening gyms and some other facilities at a reduced capacity. And he is very glad that the playgrounds will be reopening. He asked Mr. Harrington what the plan was for Town playgrounds.

Mr. Harrington said that the plan is not fully fleshed out, and he would like to follow up with Council later. Daniel Weeks and Parks and Recreation department are going to talk tomorrow on what the department will do based on the Governors' announcement.

Councilman McGrath said he went to Triangle J meeting last week. One item of interest was the regional economic development. They are looking for additional ideas from a regional perspective. There is a link from TJCOG for feedback if you have something to provide. He said it was nice that some more businesses will be opening up for Labor Day weekend. The holiday weekend is a constant reminder that we have been in a non-normal state for 5 months. He said that the onus is on all of us to ask people if they are ok if we notice someone out of sorts to practice suicide awareness.

MANAGER'S REPORT

Randy Harrington, Town Manager, said he had three items to mention.

1. The Parks and Recreation master plan process is underway with a lot of community engagement. He asked if Council could meet with the consultant on Tuesday Sept 29th, in person if they were comfortable with that, or by Zoom if not. Consensus was to meet in person at the Law Enforcement Center on the 29th at 6:00 pm for about an hour and a half.
2. Solid Waste Management Plan that the County has been working on. He said he was notified that at the work session Sept 14th at 2pm via Webex they will be talking about management plan as well as odor mitigation. Tune in if you are interested. We will.
3. Joint public hearing with Planning Board at the October 6th meeting.

CLOSED SESSION: The Council entered into closed session, pursuant to N.C.G.S. 143-318.11(a)(5) to discuss land acquisition in the downtown area, and pursuant to N.C.G.S. 143-318.11(a)(6) to discuss the Town Manager's annual evaluation.

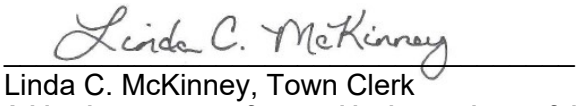
Motion by: Berry
Second by: Villadsen
Vote: Unanimous

Council authorized negotiations for the purchase of office condos in the Village District. Council conducted the annual review of the Town Manager.

Motion to leave closed session was made by Councilman McGrath, seconded by Councilman Berry and passed with a unanimous vote.

Adjournment: Councilman Berry made a motion to adjourn at 10:00 pm. It was seconded by Councilman Wolff and passed with a unanimous vote.

Respectfully Submitted on Tuesday, September 15, 2020.



Linda C. McKinney, Town Clerk

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

MINUTES

The Holly Springs Town Council met in a workshop session on Tuesday, September 8, 2020 at the Holly Springs Law Enforcement Center and via video conferencing. Mayor Sears presided, calling the meeting to order at 6:00 p.m. A quorum was established as the Mayor and five Councilmembers were present as the meeting opened.

Council Members Present: Mayor Sears, Councilmen Dan Berry, Peter Villadsen, Shaun McGrath, and Aaron Wolff, and Councilwoman Christine Kelly

Council Members Absent: none

Staff Members Present in the room: Randy Harrington, Town Manager; Linda McKinney, Town Clerk (recording the minutes); Gina Clapp, Planning and Zoning Director; LeeAnn Plumer, Director, Parks & Recreation; Patty Dressen, Interim Finance Director; Jeff Wilson, IT Director; John Schifano, Town Attorney; Paul Liquorie, Police Chief.

Staff Members Present by Zoom: Cassie Hack, Communications and Marketing Director; Scott Chase, Assistant Town Manager; Leroy Smith, Fire Chief.

2. Workshop Overview
Staff Resource: Randy Harrington, Town Manager
Mr. Harrington gave an overview of the items on the agenda.

3. Affordable Housing Update
Staff Resource: Sean Ryan, Planning and Zoning

Sean Ryan, Planning and Zoning, said that the purpose of this was to give Council an update on housing affordability initiatives and to seek guidance on a potential land disposition policy. He said that the foundation for this was a new Housing Hub which will be a data portal, with resources for residents looking for affordable housing or other resources to assist with housing needs, and to provide information for developers interested in bringing affordable housing to Holly Springs. He then gave an update on the 2020 Strategic Plan Initiatives connected with Strategic Priority 5.

Initiative 5.1: Support the Wake County Department of Housing Affordability and Community Revitalization's efforts to increase housing options on County-owned property north of Ting Park. The Town entered into a Memorandum of Agreement on July 21, 2020 with regards to this land. Next steps would be a rezoning/development agreement, a development plan, and the construction of the project.

Initiative 5.2: Pursue partnerships with non-profit and for-profit organization to create affordable options. Staff has pursued partnerships with Wake County/My Computer Career/ DHIC and with the Village Gate Development Agreement. Next step would be to draft a Land Disposition Policy. This policy would be very similar to the policy of Wake County. This policy would seek innovative partnerships with non-profit and for-profit developers, set criteria and identify desired outcomes, and create a transparent process. It will entail periodically evaluating Town-owned real property that is underutilized, unused, or surplus to consider its suitability for affordable housing, while maintaining equal consideration for other uses. Areas of one acre or less could be considered for private sale to allow non-profit or for-profit builders to bid. Areas

greater than one acre could generate a Request for Proposals to seek innovative, public-private partnerships with non-profit and for-profit developers. Affordability requirements proposed for the policy are:

- Rental units affordable at or below 30-60% AMI;
- For sale units affordable at or below 80% AMI;
- Both with an affordable period of at least 30 years.

Initiative 5.3: Identify and evaluate opportunities for flexibility and streamlining of permitting and development requirements to increase developer interest in affordable housing. Staff is in the process of evaluating policies and processes with the Unified Development Ordinance rewrite, stakeholder interviews have been held, and staff has modified UDO requirements for Accessory Dwelling Units. Staff is also in the process of reorganization of the Planning and Development Services.

Initiative 5.4: Conduct a Housing Study (with a complementary Citizens Affordable Housing Committee) to analyze the Town's housing composition, strengths, challenges, gaps, and potential courses of action. Staff is in the process of drafting a Request for Proposals. It would be brought to Council before any RFP is sent out. Next steps include hiring a third party to conduct the study, conducting the study, and preparing a plan for adoption.

Council requested an inventory of Town-owned properties that are not being used or are being under-used, along with the reason they were purchased, what the current zoning is, and what zoning is on the surrounding properties. Staff was asked about partnership with Habitat for Humanity and Mr. Ryan said that there have not been any recent conversations, but if some suitable property was identified they would likely be interested. Habitat will be linked on the Housing Hub, along with other organizations, and the Hub is due to launch on Friday.

There was discussion about what jobs are available in Holly Springs and what they pay, and whether the Town's architectural standards are too stringent to encourage affordable housing. Regarding the Land Disposition Policy, there was discussion about not copying the Wake County policy so closely, in order not to "tie the hands" of the Town.

Consensus was that Council wanted staff to continue, but not to copy Wake County's policy regarding being required to evaluate property.

4. SolSmart Program

Staff Resource: Scott Chase, Administration; Sean Ryan, Planning & Zoning

Scott Chase, Assistant Town Manager, recognized Sean Ryan for his work and some people from the Clean Energy Council, and Van Crandall, Planning Board, all of whom are on the call. Mr. Chase said that the purpose of this item was to provide Council with information about the SolSmart program. The National League of Cities supports this and assists cities in becoming SolSmart cities. He said that the program helps create better local markets for solar energy by cutting red tape, making it easier and more affordable for homes and businesses to install solar. It promotes local, well-paying jobs, improves financial returns for homeowners and local businesses, and achieves local climate and energy/sustainability goals. He said that there are over 300 SolSmart cities in the nation, including four in our area.

Mr. Chase said that technical assistance is provide by the National League of Cities at no cost to the Town. There will be staff time involved, but NLC will assist us to achieve SolSmart designation. Once we get designation, if Council decides to move forward, we would not have to resubmit anything unless we wanted to go to a higher level. Points are allotted for any combination of factors, including: permitting, development regulations, inspection construction codes, solar rights, utility engagement, community engagement, and market development and finance. Holly Springs UDO does not present any barriers for solar. Planning could work with the HOAs which might be a barrier. From our perspective, our public property i.e. Fire Station 3, and Public Works Campus could utilize solar and reduce our energy costs, as well as setting an example.

Discussion was held about what the costs and benefits to the Town would be from seeking SolSmart designation, the increase in solar energy in municipalities that have the designation, and the need for a larger more encompassing plan for sustainability.

Consensus was reached that Council would like to have a discussion around a larger, more comprehensive sustainability plan, but this is low risk and low cost, so staff should pursue it.

There was further discussion about what municipalities can do regarding solar panels and HOAs. John Schifano, Town Attorney, said that the Town's ability to regulate HOAs is very limited because they are considered contracts between the owners and the HOA. But there could be discussion with new development around the issue of not restricting solar power in the new development.

5. Communications Protocol Policy

Staff Resource: Randy Harrington, Town Manager

Randy Harrington, Town Manager, said the purpose of this item was to review the existing policy and discuss any potential updates. He said the current policy was adopted in October 2005 to "provide guidelines and ground rules for effective communication throughout the Town organization." The current policy has wide application, from elected officials through volunteers. There is a theme around equal information sharing, and it specifies the lines of communication. Questions and information from advisory boards should go through the Board Chairman to the Department Director, to the Town Manager, to the Mayor and Council. There is currently no identified communication role for Council's advisory board liaisons. He gave highlights of the current policy, and made some suggestions, with input from the UNC School of Government, on considerations for a policy update. Some of these were Council's broad authority to articulate expectations and to remove advisory members for behavior deemed unacceptable; and the right of advisory board members to share their opinions unless they say they are speaking for the advisory board. Mr. Harrington then suggested four possible discussion areas:

- What are the communication expectations of Town Council advisory board liaisons?
- Should social media communication have specific guidance, or is it similar to other communication expectations, just a different forum?
- Should advisory board members (particularly TAC and P&RAC) be considered "Town officials" or are they "citizen volunteers"?
- If advisory board members are deemed volunteers, should separate communication policies be considered for Town officials and advisory boards?

There was discussion about whether this communication hierarchy made Council seem unapproachable, whether social media speech could be regulated, and if it could, what enforcement would look like. The special difficulties surrounding quasi-judicial matters was discussed.

Council's consensus was to rewrite the policy to clarify communication protocols during the decision-making process, particularly after an advisory board has come to a recommendation but before Council has acted, to treat Board of Adjustment and Planning Board separately from other boards or committees that are not statutorily mandated, and to add a confidentiality expectation and an enforcement piece to the policy.

6. **Arbor Creek/Middle Creek Greenway Alignment**

Staff Resource: LeeAnn Plumer, Matt Beard, Parks and Recreation;
Jeff Westmoreland, SEPI

LeeAnn Plumer, Director of Parks and Recreation said the purpose of this action was to update Council on the Arbor Creek/Middle Creek greenway design, with detailed analysis regarding routing options and considerations for connectivity. She said that community input on

this process has been very heavy. Part of it is because of the importance of regional connections. She showed the current greenway plan, and then where this project is located and what it connects. The primary rout goes through HOA property, Town-owned property and two private parcels, connecting with Holly Springs Road. There will be connectivity to Downtown, Veterans Park, Jones Park. She introduced Jeff Westmoreland from SEPI Engineering.

Mr. Westmoreland showed the main corridor of about 175 acres. They have looked at the existing conditions and considered routing. There are three components: environmental aspects, cost, and the user experience. One of the things that influences it is Middle Creek. Associated with that creek is an extensive flood plain and wetlands. Also, there are riparian stream buffers that will influence the design. There are some steep slopes, particularly on the South side of the study area. There is also existing infrastructure such as sewer easements, public easements, and public rights of way. Thinking about the environmental constraints, we want to avoid those because that adds permitting issues and costs, both for construction and maintenance. From a user interface, there are special places identified where there are views, vistas, moving water sounds and other points of interest. The routing is intended to connect these places while avoiding difficult construction and increased costs. This project would connect Holly Springs Rd. to Sunset Lake Rd. He discussed the three options of going around the existing pond. He explained one option was to connect straight through, via sidewalks. The challenge is that there are significant slopes, and an existing gas pipeline that would have to be traversed. It would be a very difficult to create an accessible greenway connection there. Going north of the pond crosses riparian areas which has permitting issues. You can construct there if there is no other option. There are also 250 feet of impact to the wetland. Then they looked at the Southern route. There is more room on that side to avoid the Zone 1 wetland. There is an existing sewer line, so it is already cleared. For those combinations of factors, the Southern route is the preferred connector between the Middle Creek trail and the Skymont Connector. He showed a table comparing the three routes, and explained why the South route is preferable.

LeeAnn Plumer then said that there were some private property concerns. She and Matt Beard have met with residents. The route that has some view concerns is on Town-owned property, but staff did want to take residents' opinions into consideration. Mayor Sears asked if there was a way to lessen the impact. Mr. Westmoreland said there are ways to use sloping topography to lower the greenway into the slope, along with adding low level plantings, to preserve the view of the pond for the homeowner, but strengthen the boundary between the greenway and the private property. In places without the benefit of the slope, plantings can still delineate the boundary.

There was discussion about impact to residents. Council asked the price difference between the three options. For the two options around the lake, the North option was around $90,000 more expensive than the South. The sidewalk option is longer and through a boardwalk or retaining walls, so it could very quickly get to that $90,000 price difference also.

There was discussion about mitigating the impact to homeowners, but not adding hundreds of thousands of dollars to preserve one home's view. There were questions about the width of property available both for grading and for planting. There was discussion about the tradeoffs between preserving private property owners' view and protecting the users of the greenway, as screening can have a crime aspect.

Council was asked for their preference of route, or no route at all, because designing all the routes adds cost. Consensus was to investigate a route through the Bridgewater Amenity Area, as well as things that could be done to mitigate the impact of the South route, and bring it to Council at the September 29th meeting.

7. Open Discussion:

Councilwoman Kelly expressed that people are still coming to meetings without masks, and that at the last meeting people were handing out campaign materials during the meeting. She asked for clarity over how public comments are going to be handled. Discussion was held

over the difference between allowing people to speak as part of a public hearing and allowing public comment to be in-person. Mayor Pro Tem Berry said he was willing to bring live comment back to meetings.

8. Closed Session: The Council entered into closed session, pursuant to N.C.G.S. 143-318.11(a)(6) to discuss a personnel matter.

Motion by: Villadsen
Second by: Kelly
Vote: Unanimous

There was discussion of a personnel issue, and the Council consensus was to amend the Town's payment classification system for a one-time authorization for the Manager, in his discretion, to award a severance package to a Town Department Director employed by the Town for 20 years or more who has been affected by a reorganization, allowing up to 6 months of salary, an adjustment in allowable sick leave, and extended health insurance benefits. The severance agreement shall be in writing and voluntarily signed by the employee.

Motion to leave closed session was made by Councilman McGrath, seconded by Councilman Villadsen, and passed with a unanimous vote.

There was discussion about letters and voicemails sent to elected officials that were threatening in nature, and the Holly Springs Police Department's recommendations.

7. Adjournment:

Motion to adjourn was made by Councilman McGrath, second by Councilman Villadsen, and passed with a unanimous vote. The September 8, 2020 workshop meeting of the Holly Springs Town Council was adjourned at 9:54 pm.

Respectfully Submitted on Tuesday, September 15, 2020.

Linda C. McKinney

Linda McKinney
Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Consent Agenda
Title: Odor Project design contract amendment
Strategic Priority Area: Safe & Friendly
Staff Resource: Seann Byrd, Director, Water Quality

Action(s):
Approve contract amendment with Hazen and Sawyer and budget amendment in the amount of $48,296.

Explanation:

- The requested budget and contract amendment is for closing out the design and construction administration portion of the Utley Creek Water Reclamation Facility (UCWRF).
- The contractor's bypass plan (a plan to bypass all wastewater flow so that workers could safely install needed upgrades) required extra submittals to the engineer for review. It also required more inspections. This plan involved using temporary piping instead of diesel pumps to move substantial amounts of wastewater. It should be noted that their bypass plan was the reason that their bid for the construction contract was $400,000 less than the next lowest bidder. Their bypass plan was a net positive in cost and safety.
- COVID-19 is primarily responsible for the increase in meetings and delays in the project schedule. Additional meetings were needed to ensure safety protocols were in place for construction workers and TOHS staff. The virus also created delays for vendors shipping equipment due to quarantine practices in the US and Europe since March 2020.
- The contract amendment can be funded with contingency funds approved as part of the overall project budget.
- After the contract amendment, approximately $350,000 remains in contingency.

Background:

- After an odor study was performed at the Utley Creek Water Reclamation Facility (UCWRF), Town Council approved a contract at their August 7, 2018 meeting for Hazen and Sawyer for design and administration of odor control upgrades at the UCWRF.
- Bid opening for the project occured on April 23, 2019.
- Town Council awarded the project construction contract to Shook Construction on May 21, 2019 in the amount of $4,230,000 with contingency for a total project cost of $4,653,000.
- The project is nearly complete. TOHS staff are working on punch list items and waiting for vendor startup on the main biofilter unit.

Funding Source(s):
Utilize contingency funds for contract amendment.

Attachment(s):

1. Proposed Amendment-#1-Town of Holly Springs-Utley Creek Odor Control
2. Odor Control Project change order BA

Hazen and Sawyer
4011 WestChase Blvd
Raleigh, NC 27607 • 919-833-7152

Friday, August 7, 2020

Seann Byrd
Interim Water Resources Director
Town of Holly Springs
PO Box 8, 128 S. Main Street
Holly Springs, North Carolina, 27540

Re: Proposed Amendment #1-Utley Creek Odor Design and Construction Services

- **TOHS PO# 2019-00000382**

Dear Mr. Byrd:

As previously discussed, *Hazen & Sawyer* is nearing completion of the Utley Creek Odor Design and Construction Services project. Due to variations from our original budgetary fee estimates we formally request an Amendment with details included herein.

A few unexpected project conditions which have led to this requested Amendment are defined below.

Shop Drawings & Other Submittal Reviews

- Original Budgetary Estimate allowed for **20** technical shop drawing submittals.
- Currently **178** have been submitted by the contractor and reviewed by the Engineer.

Shop Drawings & Other Submittal Reviews

- Original Budgetary Estimate allowed for **9** progress meetings.
- Currently have **13** total progress meetings and will likely incur more as the project nears completion.

Contractor's Gravity Bypass Plan

- Original Budgetary Estimate did not account for any potential additional work required to facilitate this plan which include.
    - Iterative office construction administration and submittal reviews.
    - Microbiologically Induced Coating (MIC) coating inspections which required multiple field inspections.

Job no

Please see below for specifics with regards to our proposed Amendment estimates which we propose be added to the current Contractual fee on a Not-To-Exceed (NTE) basis such that any unused funds will remain with the Town.

The total NTE fee proposed is for **$48,296.00** which includes inspection and project closeout time.

Utley Creek Odor Estimate To Complete-Proposed Amendment								
	Sr. Ass	Ass.	Sr. Princ	Principal	Asst Eng	Designer		
Categorical Rates	**$196.00**	**$175.00**	**$161.00**	**$146.00**	**$136.00**	**$85.00**	**Total Hrs.**	**Total ($)**
Project Mgmt/Office		80		40			120	$19,840.00
Field Services				120			120	$17,520.00
Record Drawings		12	12	24		40	88	$10,936.00
	0	92	12	184	0	40	328	**$48,296.00**

Please feel free to let us know if there are any questions or concerns.

Very truly yours,

Matthew C. Miles, PE
Associate

cc: Brian Porter
cc: Patricia Drummey-Stiegel

Town of Holly Springs
Budget Amendment Request

BE IT ORDAINED by the Town Council of the Town of Holly Springs, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021.

Department: Water Quality **Date:** 9/3/2020

Reason for Budget Amendment:

Odor control project - change order use of contingency

Expense			
Account #	***Account Description***	***Increase***	***Decrease***
45-817 82.97	Project - Contingency		$ 48,296
45-817 12.01	Project - Professional Fees	$ 48,296	
	Total Expense:	**$ 48,296**	**$ 48,296**

Revenue			
Account #	***Account Description***	***Increase***	***Decrease***
	Total Revenue:	**$ -**	**$ -**

Department Head Signature (or electronic submission)

Finance Director Signature (if necessary)

Town Manager Signature (if necessary)

Council Approved/Notified (if necessary)

Town Manager is authorized to transfer within a department without prior approval of Town Council.
Town Manager is authorized to approve transfers between departments within the same fund up to $50,000.
All inter-departmental transfers will be reported to Town Council by the following month.
Amendments that change the total budget or departmental transfers over $50,000 require Town Council approval.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Consent Agenda
Title: Intent to Close Portion of Ralph Stephens Road
Strategic Priority Area: Responsible & Balanced Growth
Staff Resource: Rachel Jones, Engineering, Paul Allen, Asst. Town Attorney

Action(s):
Adopt Resolution 20-27 declaring the Town's intent to close a portion of right of way between Ralph Stephens Road and S. Main Street and setting a public hearing for October 20, 2020.

Explanation:

- Resolution 20-27 is a resolution of intent to abandon and close a portion of right of way located along a portion of Ralph Stephens Road and to hold a public hearing on the question for Oct. 20, 2020.
- A resolution request will follow after the public hearing on Oct. 20, 2020 to close the proposed portion of Ralph Stephens Rd.
- The Town wishes to abandon this portion of Ralph Stephens Road between Ralph Stephens Rd. and S. Main Street.
- The Town is requesting this closure as part of a joint Town and NCDOT project to re-align Main Street as it intersects with Ralph Stephens and Piney Grove.
- By operation of law, when this portion of road is abandoned, it will revert to the underlying landowner.

Background:

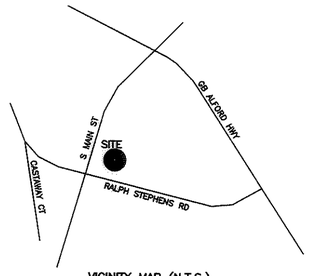
- The Town is requesting this closure as part of a joint Town and NCDOT project to re-align Main Street as it intersects with Ralph Stephens and Piney Grove.
- The realignment has already taken place and the new connection has been installed between Ralph Stephens Road and S. Main Street.
- The proposed portion of road to be abandoned has already been removed as part of the Project and from the ground appears to be part of the landowner's tract.
- Attached are maps that show the proposed road abandonment and the realigned connection between Ralph Stephens Rd. and S. Main Street.

Funding Source(s):
N/A

Attachment(s):
1. Exhibit 1_map
2. Exhibit 2_Main St Ext ROW Abandonment_Powell
3. Exhibit 3_Main St Ext Powell Atkins Gould 08-03515-EP-07
4. Ralph Stephens closure- Required Notices
5. Resolution 20-27 Intent to Close Portion of Ralph Stephens

Ralph Stephens Road R/W Abandonment Exhibit

Main Street Extension ROW Abandonment
08-035



VICINITY MAP (N.T.S.)

I, James W. Mauldin, Professional Land Surveyor No. L-3247, Certify to one or more of the following as indicated thus ☒

a. That this plat is of a survey that creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land

b. That this plat is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land

c. That this plat is of a survey of an existing parcel or parcels of land

☒ d. That this plat is of a survey of another category, such as the recombination of existing parcels, a court-order survey or other exception to the definition of subdivision.

e. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in (a) through (d) above.

James W. Mauldin, Professional Land Surveyor No. L-3247

N.C. GRID NORTH, NAD 83 (2011)
(REF: B.O.M.2018, PG.845)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Gina M. Clapp, REVIEW OFFICER OF WAKE COUNTY, CERTIFY THAT THIS MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Gina M Clapp — REVIEW OFFICER — 7.15.2019 DATE

CERTIFICATE OF APPROVAL FOR RECORDING:

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA AND THAT THE FEE OF $ 0 HAS BEEN PAID, AND THAT THIS PLAT HAS BEEN APPROVED BY THE TOWN OF HOLLY SPRINGS FOR RECORDING IN THE REGISTER OF DEEDS OF WAKE COUNTY.

SUBDIVISION ADMINISTRATOR
TOWN OF HOLLY SPRINGS, NORTH CAROLINA — 7/12/19 DATE

CERTIFICATE OF APPROVAL OF THE DESIGN AND INSTALLATION OF STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS:

I HEREBY CERTIFY THAT:

✓ ALL STREETS, UTILITIES, GREENWAYS AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO TOWN STANDARDS AND SPECIFICATIONS OR GUARANTEES OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN AN AMOUNT AND MANNER SATISFACTORY TO THE TOWN OF HOLLY SPRINGS HAS BEEN RECEIVED.

✓ THE TOWN OF HOLLY SPRINGS APPROVES OF THE EASEMENTS / RIGHT-OF-WAY DEDICATION AS SHOWN AND DELINEATED ON THIS PLAT.

✓ LOTS SHOWN ON THIS PLAT MAY NOT BE BUILDABLE. PUBLIC UTILITY SERVICES HAVE NOT BEEN VERIFIED FOR THE LOTS SHOWN ON THIS PLAT. NOTE AT THE TIME OF BUILDING PERMIT APPLICATION SUBMITTAL VERIFICATION MUST BE MADE THAT ALL LOTS MEET THE TOWN'S DEVELOPMENT REGULATIONS. IN ADDITION, RIGHT OF WAY DEDICATION AND THE ISSUANCE OF ENVIRONMENTAL DEVELOPMENT PERMIT WILL BE REQUIRED AT THE TIME OF THE APPLICATION FOR THE BUILDING PERMIT FOR EACH LOT.

TOWN ENGINEER
TOWN OF HOLLY SPRINGS, NORTH CAROLINA — 7/15/19 DATE

Note: the first statement pertaining to installation is valid

State of North Carolina, Wake County

I, James W. Mauldin, certify that this map was drawn under my supervision from an actual survey made under my supervision, that the ratio of precision as calculated by latitudes and departures is 1/10,000+, that the boundaries not surveyed are shown as broken lines plotted from information in book SEE, page REF, that this map was prepared in accordance with G.S. 47-30 as amended.

Witness my hand and seal this 12 day of July 2019.

SIGNATURE

Licensed Number L-3247

NORTH CAROLINA PROFESSIONAL SEAL L-3247 LAND SURVEYOR JAMES W. MAULDIN

S. MAIN STREET
(VARIABLE WIDTH PUBLIC R/W)

WALMART REAL ESTATE BUSINESS TRUST
D.B.12815, PG.318
B.O.M.2006, PG.1563
PIN# 0648962587
7016 GB ALFORD HIGHWAY

S 84°37'20"E 911.56'

ELIZABETH Y. BARNES & PATSY Y. EDWARDS
D.B.16147, PG.705
B.O.M.2006, PG.2590
PIN# 0648950812
1071 S. MAIN STREET

NEW PERMANENT PUBLIC UTILITY EASEMENT
AREA = 7,042 SQ.FT.

PERMANENT UTILITY EASEMENT
REF: B.O.M.2014, PG.1484

ELIZABETH Y. BARNES & PATSY Y. EDWARDS
D.B.12130, PG.2447
B.O.M.2009, PG.1062
PIN# 0648851962
1072 S. MAIN STREET

DUKE ENERGY PROGRESS EASEMENT
REF: B.O.M.2014, PG.1484

PERMANENT DRAINAGE EASEMENT
REF: B.O.M.2014, PG.1484

SOUTHERN CROSSROADS, INC
D.B.16615, PG.375
B.O.M.2018, PG.845
PIN# 0648953524
2051 RALPH STEPHENS ROAD

RALPH STEPHENS ROAD
(VARIABLE WIDTH PUBLIC R/W)

N 65°57'11"W 391.35'

S 65°57'11"E 509.94'

N 77°30'49"W 305.59'

NEW PERMANENT PUBLIC UTILITY EASEMENT
AREA = 8,773 SQ.FT.

S 84°32'33"E 1026.22'

S 49°09'15"E 505.60'

NC-HOLLY SHOPPES-MDP LLC
D.B.17323, PG.747
B.O.M.2006, PG.1563
PIN# 0648966048
7204 GB ALFORD HIGHWAY

N.C. GRID COORDINATES, NAD 83
N - 685,616.36
E - 2,049,724.50
(REF: B.O.M.2018, PG.845)

APPROXIMATE LOCATION DUKE ENERGY EASEMENT
SEE BM. 2018,PG.845
BM.2014, PG.1477-1493

SOUTHERN CROSSROADS, INC
D.B.16615, PG.375
B.O.M.2018, PG.845
PIN# 0648953524
2051 RALPH STEPHENS ROAD

S 02°18'02"E 338.05'

COLLINS PARK-HOLLY SPRINGS LLC
D.B.16060, PG.689
B.O.M.2015, PG.2090
PIN# 0658052674
2101 RALPH STEPHENS ROAD

APPROXIMATE LOCATION 50' DUKE ENERGY EASEMENT
SEE BM. 2018,PG.845

OWNER	PIN NUMBER	PERMANENT PUBLIC UTILITY EASEMENT
ELIZABETH Y. BARNES & PATSY Y. EDWARDS	0648950812	AREA = 7,042 SQ.FT.
SOUTHERN CROSSROADS, INC	0648953524	AREA = 8,773 SQ.FT.

REFERENCES:
D.B.16147, PG.705
B.O.M.2006, PG.2590
B.O.M.2018, PG.845
B.O.M.2018, PG.95
D.B.16615, PG.375
B.O.M.2014, PG.1477-1493
OTHER REFERENCES AS SHOWN

NOTES:
(A.) THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS OF RECORD AFFECTING SAME.
(B.) NO TITLE SEARCH HAS BEEN PERFORMED BY THIS FIRM DURING THE COURSE OF THIS SURVEY.
(C.) THIS SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY UNDER GROUND UTILITIES THAT MAY OR MAY NOT BE PRESENT ON THIS SITE.

THE SURVEYOR RELIED UPON THE CITY OR COUNTY FOR APPROVAL OF ALL APPLICABLE ORDINANCE AND HAS MADE NO INTERPRETATIONS OF THE ORDINANCES.

LEGEND
- ● Existing Iron Pipe (Control Point)
- ○ Iron Stake Set (unless otherwise noted)
- ■ Existing Concrete Monument(Control Point)
- □ Concrete Monument Set
- X Computed Point Only

All measurements shown are horizontal ground measurements unless otherwise noted.
Area computed by coordinates

Pin#: 0648950812, 0648953524

0000 - DENOTES STREET ADDRESS

RECORDED WAKE COUNTY BOOK 2019 PAGE 1231

Course	Bearing	Distance
L1	N 59°02'16" W	126.70'
L2	N 65°42'36" W	148.70'
L3	S 24°08'56" W	15.56'
L4	N 70°40'15" W	100.72'
L5	N 77°30'49" W	116.32'
L6	N 32°26'48" W	45.53'
L7	N 32°26'48" W	26.15'
L8	N 12°40'29" E	37.42'
L9	N 12°48'07" E	18.57'
L10	N 12°16'05" E	47.08'
L11	N 17°00'23" E	51.74'
L12	N 17°00'23" E	2.06'
L13	N 17°00'23" E	30.55'
L14	N 17°23'45" E	19.70'
L15	S 84°32'33" E	243.41'
L16	S 84°32'33" E	19.39'
L17	S 84°32'33" E	62.74'
L18	N 75°52'56" W	36.79'
L19	N 65°22'52" W	40.32'
L20	N 62°05'01" W	73.09'
L21	N 51°54'45" W	72.06'
L22	N 36°41'53" W	71.84'
L23	N 23°03'49" W	45.91'
L24	S 65°57'11" E	65.73'
L25	S 65°57'11" E	125.19'

Curve	Radius	Length	Chord	Chord Bear.
C1	929.87'	135.35'	135.23'	N 71°27'58" W
C2	5610.64'	83.69'	83.69'	N 66°52'05" W
C3	2000.00'	83.84'	83.83'	N 68°35'39" W
C4	2000.00'	179.23'	179.17'	N 72°21'44" W
C5	2000.00'	90.20'	90.19'	N 76°13'17" W
C6	3943.35'	67.51'	67.51'	N 14°21'58" E
C7	360.00'	252.59'	247.44'	N 45°51'09" W
C8	340.00'	261.01'	254.64'	N 43°57'40" W

100 0 100 200 300
GRAPHIC SCALE - FEET

OWNER:
ELIZABETH Y. BARNES
PATSY Y. EDWARDS
1024 S MAIN STREET
HOLLY SPRINGS, NC 27540

SOUTHERN CROSSROADS, INC
5210 DRIFTWOOD LANE
MOREHEAD CITY, NC 28557

WAKE COUNTY, NC 65
CHARLES P. GILLIAM
REGISTER OF DEEDS
PRESENTED & RECORDED ON
07/23/2019 13:03:53
BOOK:BM2019 PAGE:01231

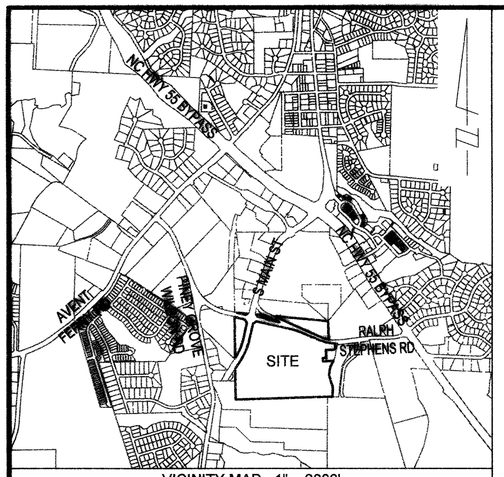
EASEMENT MAP FOR:
THE TOWN OF HOLLY SPRINGS

TOWN OF HOLLY SPRINGS PROJECT # 19-FP-12

HOLLY SPRINGS TOWNSHIP, WAKE COUNTY, NORTH CAROLINA
SCALE 1" = 100' MAY 22, 2019
REVISED: JULY 8, 2019 (TOWN COMMENTS)

MAULDIN - WATKINS SURVEYING, P.A.
P.O. BOX 444 / 1301 W. BROAD ST.
FUQUAY VARINA, NORTH CAROLINA 27526
(919) 552-9326 C-929

JOB# 4508



VICINITY MAP - 1" = 2000'

NOTE
1. AREAS BY COORDINATE GEOMETRY UNLESS SHOWN OTHERWISE
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES
3. ALL STREETS ARE PUBLIC RIGHTS-OF-WAY UNLESS SHOWN OTHERWISE
4. OTHER INSTRUMENTS OF RECORD MAY AFFECT THIS PROPERTY.
5. NO TITLE SEARCH PERFORMED FOR THIS SURVEY
6. NO NCGS MONUMENT WITHIN 2,000 FEET OF PROPERTY
7. NO FEMA FLOOD HAZARD AREAS PER FIRM NUMBER 3720064800J DATED MAY 2, 2006
8. PROPERTY IS ZONED R-20 & R-30 AS SHOWN
9. PROPERTY MAY BE SUBJECT TO NEUSE RIVER BUFFERS.
10. BUFFER DELINEATION TO BE DETERMINED BY DWR BEFORE FINAL APPROVAL
11. THE COORDINATES SHOWN ON THIS PLAT WERE DERIVED BY VRS (VIRTUAL REFERENCE STATION) GPS USING DUAL FREQUENCY RECEIVER THIS METHOD RESULTS IN (NAD 1983/2011) - (CORS 96) POSITIONS AND NAVD 88 (MSL) ELEVATIONS USING THE CONTINUOUSLY OPERATING STATIONS MAINTAINED BY NORTH CAROLINA GEODETIC SURVEY
10. THE RIGHT, PRIVILEGE TO TRIM AND KEEP CLEAR FROM THE EASEMENT AREA, NOW OR AT ANY TIME IN THE FUTURE, TREES, LIMBS, UNDERGROWTH, STRUCTURES OR OTHER OBSTRUCTIONS AND TO TRIM OR CLEAR DEAD, DISEASED, WEAK OR LEANING TREES OR LIMBS OUTSIDE OF THE EASEMENT AREA WHICH, MIGHT INTERFERE WITH OR FALL UPON THE FACILITIES
11. NO FIELD BOUNDARY PERFORMED AT TIME OF THIS SURVEY PROPERTY & RIGHT-OF-WAY LINES COMPILED FROM PARTIAL FIELD LOCATIONS ALONG WITH DEED & PLATS OF RECORD

SITE DATA TABLE

TOTAL SITE AREA: 2,533,244 SF OR 58.1553 ACRES (EXCLUDES EXISTING RALPH STEPHENS RD R/W)

TAKING AREAS

TOTAL R/W AREA: 197,095 SF OR 4.5247 ACRES

TOTAL PDE AREA: 9,748 SF OR 0.2238 ACRES

TOTAL PUE AREA: 4,353 SF OR 0.0999 ACRES

TOTAL TCE AREA: 69,563 SF OR 1.5969 ACRES

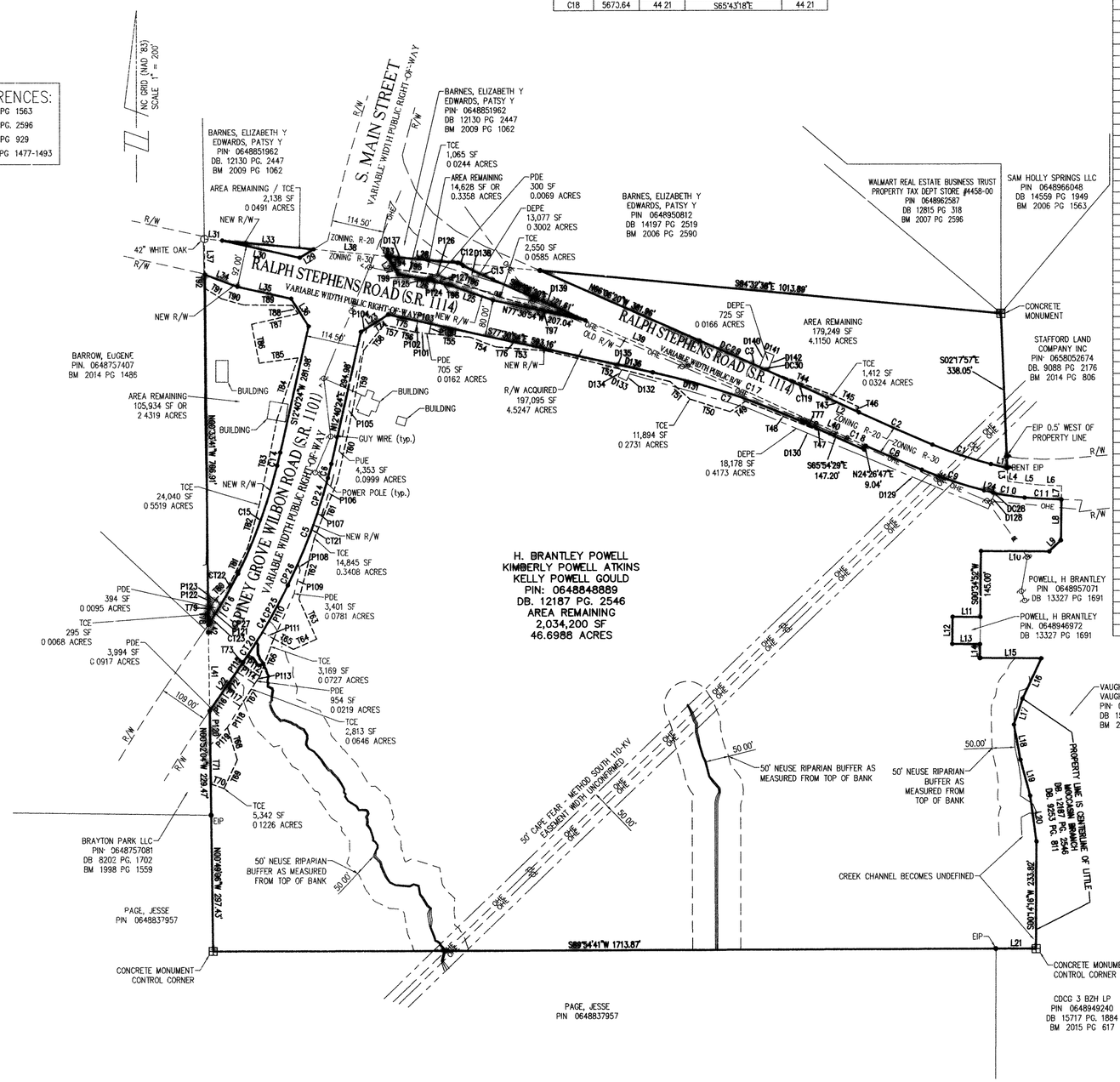
TOTAL DEPE AREA: 31,980 SF OR 0.7341 ACRES

REFERENCES:
BM 2006 PG 1563
BM 2007 PG. 2596
BM. 2009 PG 929
BM 2014 PG 1477-1493

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD DIRECTION	CHORD
C1	929.87	135.35	S71°27'53"E	135.23
C2	5610.64	175.91	S66°23'48"E	175.91
C3	28997.72	307.30	N65°48'07"W	307.30
C4	1254.50	195.91	N30°05'15"E	195.72
C5	1255.69	251.19	N20°30'33"E	250.77
C6	1257.25	32.50	N13°24'50"E	32.50
C7	1710.00	346.41	N71°42'41"W	345.82
C8	5670.24	133.58	S66°37'12"E	133.58
C9	989.87	144.08	S71°27'53"E	143.95
C10	441.00	70.46	S80°27'28"E	70.38
C11	1226.20	80.53	S86°54'59"E	80.52
C12	778.01	13.48	S62°31'09"E	13.48
C13	1329.44	71.70	S64°33'38"E	71.69
C14	1142.75	29.54	N13°24'50"E	29.54
C15	1144.17	252.68	N19°51'35"E	252.16
C16	1145.50	130.23	N30°03'51"E	130.16
C17	28937.72	306.67	N65°48'07"W	306.67
C18	5673.64	44.21	S65°43'18"E	44.21

PDE/PUE CURVE TABLE				
CP24	1255.69	81.70	N16°38'32"E	81.68
CP25	1254.50	117.09	N28°17'15"E	117.04
CP26	1255.69	52.29	N25°02'49"E	52.28
CP27	1145.50	23.86	N31°27'45"E	23.86
TCE CURVE TABLE				
CT19	28997.72	142.24	N65°38'20"W	142.24
CT20	1254.50	78.83	N32°45'41"E	78.82
CT21	1255.69	117.21	N21°10'40"E	117.16
CT22	1145.50	81.14	N28°50'11"E	81.12
CT23	1145.50	25.22	N32°41'24"E	25.22
DEPE CURVE TABLE				
DC28	441.00	3.87	S76°07'55"E	3.87
DC29	28997.72	143.96	N65°57'48"W	143.96
DC30	28997.72	20.02	N65°48'05"W	20.02

LINE TABLE			PDE/PUE LINE TABLE		
LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE
L1	S75°52'51"E	36.79	P114	S55°26'19"E	47.50
L2	N65°29'54"W	75 00	P115	N34°33'41"E	20 15
L3	S02°17'57"E	30 16	P116	N34°33'41"E	46 35
L4	S83°00'18"E	21.76	P117	S55°26'19"E	49.50
L5	S84°04'36"E	49.17	P118	N31°22'54"E	54.08
L6	S87°36'48"E	47 38	P119	N44°00'35"E	54 34
L7	S00°34'52"W	30.22	P120	N00°52'04"W	75 18
L8	N00°34'52"E	88 75	P121	N27°25'55"W	20 37
L9	N45°41'52"E	35 30	P122	N36°01'22"E	22 67
L10	N89°25'08"W	150.00	P123	S27°55'09"E	18 17
L11	N89°25'08"W	61 00	P124	S77°30'54"E	20.00
L12	S00°34'52"W	60.00	P125	N12°29'06"E	15.00
L13	S89°25'08"E	61 00	P126	S77°30'54"E	20.00
L14	S00°34'53"W	30 30	P127	S12°29'06"W	15.00
L15	S89°25'08"E	134.70	TCE LINE TABLE		
L16	S24°54'06"W	97 48	T43	S65°29'54"E	69.86
L17	S18°26'55"W	59.70	T44	S69°31'33"E	152.40
L18	S10°26'07"E	78 82	T45	S65°54'29"E	60 00
L19	S15°05'28"E	82 20	T46	N24°05'32"E	10 78
L20	S07°43'33"E	101 12	T47	S24°05'31"W	3 00
L21	N89°38'31"W	88 27	T48	S68°18'47"E	171 50
L22	N34°33'41"E	128.95	T49	N56°13'32"E	40.08
L23	N57°29'14"E	71 07	T50	S72°47'21"E	92.72
L24	S75°52'45"E	20 13	T51	S48°15'42"E	57.30
L25	N70°40'20"W	100 72	T52	S75°58'19"E	278 85
L26	N77°30'54"W	116 32	T53	S85°12'40"E	112.01
L27	N32°26'53"W	45.54	T54	S68°50'30"E	59.68
L28	S84°32'38"E	156 58	T55	S85°06'34"E	90.80
L29	N58°26'52"E	35.36	T56	S77°16'47"E	30 11
L30	N77°30'54"W	173 93	T57	S76°15'22"E	39.90
L31	N84°32'38"W	39.13	T58	N38°40'48"E	71.66
L32	S77°30'54"E	39 97	T59	N10°35'54"E	138.09
L33	S84°32'38"E	200.86	T60	N12°04'51"E	152.05
L34	S69°32'43"E	76 21	T61	N21°50'07"E	136.22
L35	S77°30'54"E	120.53	T62	N14°10'11"E	138.12
L36	S32°07'45"E	71 47	T63	N23°47'29"W	95.87
L37	S00°33'41"E	78 68	T64	N66°11'33"E	55.76
L38	N84°32'38"W	160 63	T65	S61°37'59"E	49 05
L39	S66°06'20"E	246 87	T66	N20°22'21"E	87.84
L40	S65°29'54"E	75.00	T67	N32°35'11"E	58.03
L41	N00°52'04"W	171 85	T68	N16°44'51"W	74.61
L42	S00°33'41"E	16.77	T69	N24°38'44"E	69 69
DEPE LINE TABLE			T70	S70°13'10"E	30 72
D128	N22°01'24"E	38.24	T71	N00°52'04"W	85 32
D129	N66°49'38"W	290 23	T72	N34°33'41"E	58 00
D130	N67°22'03"W	279 19	T73	N34°33'41"E	4.45
D131	N73°50'24"W	271 49	T74	N57°29'14"E	55.83
D132	S25°20'13"W	16 42	T75	S77°30'54"E	66.00
D133	N64°39'47"W	20 00	T76	S77°30'54"E	404.88
D134	S25°20'13"W	16 42	T77	S65°54'29"E	38.33
D135	N55°29'11"W	25.80	T78	S00°33'41"E	30 86
D136	S77°30'54"E	92.28	T79	N28°15'34"E	9.59
D137	N84°32'38"W	72.47	T80	N44°14'15"E	39.13
D138	N72°41'40"W	198.11	T81	N26°05'28"E	94 97
D139	S66°06'20"E	186 43	T82	N15°17'04"E	95 08
D140	N21°31'06"E	35 77	T83	N11°41'52"E	192 14
D141	S68°28'54"E	20 00	T84	N18°47'20"E	140 80
D142	N21°31'06"E	36 71	T85	S82°07'02"W	85 44
PDE/PUE LINE TABLE			T86	N10°57'22"W	87.32
P100	N12°29'06"E	22 00	T87	N77°05'31"E	104 22
P101	S83°13'32"E	30 15	T88	N34°10'27"W	21 93
P102	S12°29'06"W	25 00	T89	N89°32'10"W	106 92
P103	S77°30'54"E	30 00	T90	N74°04'53"W	50 09
P104	N57°29'14"E	15 25	T91	N57°47'34"W	42 76
P105	N12°44'40"E	338 57	T92	S00°33'41"E	29 91
P106	N16°42'42"E	82 38	T93	N84°32'38"W	3 46
P107	S72°07'17"E	10 64	T94	N34°55'02"W	34.95
P108	N19°55'39"W	14 45	T95	S81°54'49"E	78 23
P109	N14°11'51"E	53 85	T96	S70°11'19"E	136 15
P110	S24°19'12"W	108 98	T97	S74°39'39"E	193 55
P111	N59°02'20"W	28 50	T98	S77°30'54"E	21 32
P112	N55°15'28"W	47 50	T99	S77°30'54"E	75.00
P113	N34°33'41"E	20 00			



LEGEND

EIP = EXISTING IRON PIPE
CP = CALCULATED POINT
IPS = IRON PIPE SET
R/W = RIGHT-OF-WAY
PDE = PERMANENT DRAINAGE EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT
DEPE = DUKE ENERGY PROGRESS EASEMENT
PUE = PERMANENT UTILITY EASEMENT

OWNER:
H. BRANTLEY POWELL
KIMBERLY POWELL ATKINS
KELLY POWELL GOULD
5210 DRIFTWOOD LN
MOREHEAD CITY NC 28557-2576

STATE OF NORTH CAROLINA WAKE COUNTY

I, G. SCOTT WILSON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. DEED DESCRIPTION RECORDED IN BOOK ___SEE___ PAGE___REF___, THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK ___, PAGE ___, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+, THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S 47-30 AS AMENDED.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 23 DAY OF Sept., A.D., 2015

PROFESSIONAL LAND SURVEYOR - LICENSE # 2601

NORTH CAROLINA REGISTERED L-2601 LAND SURVEYOR G SCOTT WILSON

I, G SCOTT WILSON, PROFESSIONAL LAND SURVEYOR NO L-2601 CERTIFY TO ONE OR MORE OF THE FOLLOWING AS INDICATED.
D THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;

G SCOTT WILSON P L S NO 2601

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF HOLLY SPRINGS AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED FURTHERMORE, I HEREBY DEDICATE ALL SANITARY SEWER, AND WATER LINE TO THE TOWN OF HOLLY SPRINGS

(COMPANY/LLC NAME)

(SIGNATURE) DATE

(PRINT NAME) TITLE

WAKE COUNTY, NC 108
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
09/29/2015 13:20:40
[redacted]
BOOK:BM015 PAGE:01008

I HEREBY CERTIFY THAT
_____ ALL STREETS, UTILITIES, GREENWAYS AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO TOWN STANDARDS AND SPECIFICATIONS OR GUARANTEES OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN AN AMOUNT AND MANNER SATISFACTORY TO THE TOWN OF HOLLY SPRINGS HAS BEEN RECEIVED
X THE TOWN OF HOLLY SPRINGS APPROVES OF THE EASEMENTS / RIGHT-OF-WAY DEDICATION AS SHOWN AND DELINEATED ON THIS PLAT

TOWN MANAGER
TOWN OF HOLLY SPRINGS, NORTH CAROLINA DATE 9/28/15

I, Gina M. Clapp, REVIEW OFFICER OF WAKE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING

REVIEW OFFICER Gina M. Clapp DATE 9-28-2015

THE SUBDIVIDER SHALL FILE THE APPROVED PLAT WITH THE REGISTER OF DEEDS OF WAKE COUNTY WITHIN SIXTY (60) DAYS OF FINAL APPROVAL, OTHERWISE SUCH APPROVAL SHALL BE NULL AND VOID

RECORDED IN
BOOK OF MAPS 2015 PAGE 1008

SCALE: 1" = 200'
0 100 200 400 600 800

REV.	DATE	DESCRIPTION	BY
1	09-21-15	REVIEW COMMENTS #1	DHG

BNK

BASS, NIXON & KENNEDY, INC.
CONSULTING ENGINEERS
- 6310 CHAPEL HILL ROAD, SUITE 250
RALEIGH, NORTH CAROLINA 27607
- TELEPHONE: (919)851-4422 OR (800)354-1879
FAX: (919)851-8968
- CERTIFICATION NUMBERS: NCBELS (C-0110); NCBLA (C-0267)

SURVEYED BY: JC
DRAWN BY: DHG
CHECKED BY: SW
DATE: 08-25-15

TAKING PLAT
PROPERTY OF
H. BRANTLEY POWELL
KIMBERLY POWELL ATKINS
KELLY POWELL GOULD
HOLLY SPRINGS TWSP WAKE COUNTY NORTH CAROLINA

SHEET 1 OF 1

R:\2013\13071 - Piney Grove-Wilbon Road\SURVEY\13071LDD\dwg\13071 TAKING PLAT - POWELL.dwg, 9/21/2015 1:46:01 PM, dan gregory

Progress Energy of the Carolinas
Attention: Jeanne Lawton
1020 W. Chatham Street
Cary, NC 27511

Southern Crossroads, Inc.
Attention: Brantley Powell
5210 Driftwood Ln.
Morehead City, NC 28557

Elizabeth Barnes, et. al.
1024 S Main St.
Holly Springs, NC 27540

THE TOWN OF

Holly Springs

Resolution No.: 20-27
Date Adopted: Sept. 15, 2020

A RESOLUTION OF THE HOLLY SPRINGS TOWN COUNCIL DECLARING THE TOWN'S INTENT TO CONSIDER CLOSING A PORTION OF RALPH STEPHENS ROAD RIGHT OF WAY FROM RALPH STEPHENS ROAD TO S. MAIN STREET AND SETTING A PUBLIC HEARING FOR OCT. 20, 2020

WHEREAS, G.S. 160A-299 authorizes the Town Council to close public streets and alleys; and

WHEREAS, the Town Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closing of right of way of a portion of Ralph Stephens Road from Ralph Stephens Road to S. Main Street;

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

A public hearing will be held at 7 p.m. on the 20th day of October 2020, or as soon thereafter as is practicable, in the Council Chambers of Holly Springs Town Hall to consider a resolution ordering the closing of a portion of Raleigh Street from Ralph Stephens Road S. Main Street;

The Town Clerk is hereby directed to publish notice of the adoption of this Resolution of Intent once a week for four consecutive weeks in the News & Observer, or other newspaper of general circulation in the area;

The Town Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of this Resolution of Intent; and

The Town Clerk is further directed to cause adequate notices of this Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.

Adopted by the Holly Springs Town Council on this, the 15th day of September 2020.

ATTEST:

Dick Sears, Mayor

[ ] Linda McKinney, Town Clerk
[ ] Kathy White, Deputy Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Consent Agenda
Title: Holly Springs Express Bus Route - General Capital Funding Agreement
Strategic Priority Area: Responsible & Balanced Growth
Staff Resource: Dirk Siebenbrodt, Engineering

Action(s):
Approve Budget Amendment and approve General Capital Funding Agreement for up to $55,000 between GoTriangle and the Town of Holly Springs.

Explanation:

- The maximum reimbursable amount for capital infrastructure improvement is $55,000. This will pay for two new bus stop locations at Ting Park and Main Street, additional Park&Ride parking spaces, as well as two bus pads, one crosswalk, and one bus shelter at Ting Park.
- Bus service to start on October 11, 2020, operated by GoTriangle.
- The TOHS Engineering Department designed this project in-house and will work with GoTriangle on the permitting through NCDOT.

Background:

- In 2016, Wake County voters passed Article 43, initiating a ½ cent local option sales tax that supports the Wake County transit plan.
- The Town's Comprehensive Transportation Plan (2011) included the need for this bus service line.
- At the 11/19/19 Town Council Meeting, GoCary received comments from TC to revise the original route to reduce travel times.
- At the 3/3/20 Town Council Meeting, TC decided on a final route and with it, selected GoTriangle as the operator.

Funding Source(s):
Engineering operating budget 10-432 12.01 for initial outlay and then reimbursed with Go-Triangle funds.

Attachment(s):
1. TOHS - Capital Funding Agreement for Bus Infrastruture FY20
2. TOHS - Attachment A for Bus Infrastruture FY20
3. TOHS - Reimbursement Form for Bus Infrastruture FY20
4. Bus Shelter Rendering
5. BA HSX Bus Route

GENERAL CAPITAL FUNDING AGREEMENT
FOR BUS INFRASTRUCTURE

WAKE TRANSIT FY 2020

This Capital Funding Agreement ("Agreement") is made by and between Research Triangle Regional Public Transportation Authority, d/b/a GoTriangle ("GoTriangle") and the Town of Holly Springs ("Implementing Party"). The foregoing may collectively be referred to as "Parties."

WHEREAS, the Parties to Agreement, who have or may have specific roles in the implementation of public transit and the support of public transit infrastructure in the Wake County area, have determined that it is in their best interest and the best interest of the constituents they represent to coordinate future public transit planning, funding, expansion and construction; and

WHEREAS, an extensive community driven process was used to develop a strategic transit vision document that set forth an enhanced public transit plan for Wake County, referred to as the "Wake County Transit Plan" ("Wake Transit Plan"), and this plan was unveiled on or about December 8, 2015, and adopted by the GoTriangle Board of Trustees on May 25, 2016, the Capital Area Metropolitan Planning Organization's ("CAMPO") Executive Board on May 18, 2016, and the Wake County Board of Commissioners on June 6, 2016; and

WHEREAS, in conjunction with the Wake Transit Plan, GoTriangle, Wake County, and CAMPO (collectively, "the Governance ILA Parties") adopted the Wake Transit Governance Interlocal Agreement ("Governance ILA") that creates a governance structure for the implementation of the Wake Transit Plan by and through the annual Wake Transit Work Plan; and

WHEREAS, the Governance ILA specifically created the Transit Planning Advisory Committee ("TPAC") and charged the TPAC with coordinating and recommending the planning and implementation aspects of the Wake Transit Work Plan; and

WHEREAS, the Governance ILA Parties, together with the Implementing Party, numerous Wake County municipalities, and other entities, entered into a Master Participation Agreement ("Participation Agreement"), which, among other purposes, established standards that govern the Participation Agreement Parties' eligibility for inclusion of sponsored Implementation Elements in the Wake Transit Work Plan, receipt of funding allocations from Wake County Transit Tax Revenue, and confirmed the Participation Agreement Parties' roles in carrying out TPAC responsibilities; and

WHEREAS, the FY 2020 Wake Transit Work Plan was developed and recommended by the TPAC, presented for public comment, and adopted, as required, by the Boards of CAMPO and GoTriangle; and

WHEREAS, the FY 2020 Triangle Tax District Wake Operating Ordinance was adopted by the GoTriangle Board of Trustees on June 26, 2019; and

WHEREAS, the Parties desire to implement the components of the 2020 Wake Transit Work Plan as adopted by GoTriangle and CAMPO; and

WHEREAS, as stated in the Participation Agreement, all Implementation Elements contained in the Wake Transit Work Plan, whether partially or fully funded with Wake County Transit Tax Revenues, will not move forward until Implementation Agreements, which shall include Capital Funding Agreements and Operating Agreements are executed by and between the Implementing Party; GoTriangle, as administrator of the Special District, and CAMPO, if the Implementing Agreement involves federal or state funding that is otherwise under the distribution and program management responsibility of CAMPO or, regardless of funding source, constitutes a regionally significant project as defined in 23 CFR § 450.104; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to, inter alia, N.C.G.S. §§ 160A-20.1; 160A-312; 160A-313; 160A-610; 153A-275; 153A-276; and 153A-449.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, the Parties hereto agree as follows:

1. **Term:**

The Agreement shall become effective upon execution by all Parties ("Effective Date"). The term of this Agreement shall be from the Effective Date until September 30, 2022 or at the completion of the project, whichever occurs first. The Parties may extend the term of this Agreement or may otherwise amend this Agreement as set forth in Section 7.

2. **Purpose:**

The purpose of this Agreement is to outline the details of how the Project(s) listed in Exhibit A attached hereto and incorporated herein by reference, being an approved Project(s) in the Wake County Transit Annual Work Plan, shall be implemented, in accordance with the requirements of the Participation

Agreement.

3. **Responsibilities:**

A. Responsibilities of the Implementing Party.

(1) The Implementing Party shall provide the Projects listed in Exhibit A and fund the cost of the Projects on an up-front basis, except as provided herein. The Implementing Party is responsible for ensuring local funds are available to pay for costs incurred related to Project phases, or invoices, prior to requesting reimbursement from GoTriangle, except in instances where advance payments are requested. Implementing parties may utilize pre-award authority for Capital projects requiring immediate implementation. Pre-award authority may not be exercised until the annual budget has been recommended by the TPAC and adopted by CAMPO and GoTriangle.

(2) The Wake Transit Work Plan Reimbursement Request and Financial Report Template ("Reimbursement Requests") must be submitted by the Implementing Party at least quarterly but may be as often as it is efficient and effective for the Implementing Party. The reimbursement request shall be emailed to waketransitreimbursement@gotriangle.org.

All Reimbursement Requests must be made using the Wake Transit Work Plan Reimbursement Request and Financial Report Template agreed to by the Parties and must include a signed statement by the Implementing Party's Finance Officer or designee stating that funds were spent in accordance with the Wake Transit Work Plan and with all applicable laws, rules, and regulations, and that the Reimbursement Request includes items due and payable. All Reimbursement Requests shall be based on actual expenses incurred as recorded in the financial system.

(3) In special circumstances where an advance payment may be required, Reimbursement Requests must be submitted using the Reimbursement Request Template and with a justification for the advance payment request. Advance payments received by the Implementing Party must be disbursed within 72 hours of receipt from GoTriangle.

(4) Any work for which an Implementing Party receives reimbursement must be performed by June 30 of that fiscal year.

(5) Reimbursement Requests for expenses incurred as of June 30 shall be submitted by August 10 for the fiscal year in which the work was done.

(6) Further, the Implementing Party shall:

(a) Ensure that Wake Transit funds provided by GoTriangle are not misappropriated or misdirected to any other account, need, project, or line item, other than as listed in Exhibit A. The Implementing Party shall have an obligation to return any reimbursed or advanced payments that were misappropriated or expended outside the approved Project(s) listed in Exhibit A.
(b) Monitor award activities, to include sub-awards, to provide reasonable assurance that funds are spent in compliance with applicable requirements. Responsibilities include accounting for receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.
(c) Maintain a financial management system adequate for monitoring the accumulation of costs.

(7) The implementing party agrees to coordinate with the municipality as it relates to transit service that enters the local municipal area. These coordination efforts should include discussions as it relates to, but are not limited to, route planning and development, schedule development, passenger amenities, maintenance and upkeep of passenger amenities, public engagement and advertisement in relation to the new services, etc. These coordination efforts shall occur prior to the execution of the transit services.

B. Responsibilities of GoTriangle.

(1) GoTriangle, as administrator of the Triangle Tax District, shall have the responsibilities and duties as set forth in the Governance ILA, including appropriating funds from the FY 2020 Triangle Tax District Capital Ordinance in accordance with the Governance ILA. The specific appropriation and approved project budgets are further detailed in Exhibit A and in the FY 2020 Wake Transit Work Plan.

(2) GoTriangle, upon receipt of a Reimbursement Request, shall verify within five business days whether the Reimbursement Request is complete; is within the approved budget; is within the annual work plan; and is in accordance with the Wake Transit Billing, Payment, and Reimbursement Policy and Guidelines, adopted by GoTriangle on June 28, 2017 and CAMPO on June 21, 2017. Payment will be remitted within thirty (30) days of verification to the Implementing Party according to the payment instructions on file.

If GoTriangle is unable to verify the Reimbursement Request, GoTriangle shall, within two (2) business days, notify the Implementing Party in writing of the deficiencies in the Reimbursement Request. The Implementing Party may thereafter submit a revised Reimbursement Request ("Revised

Reimbursement Request"), which shall be verified within five (5) business days of receipt. If the Revised Reimbursement Request is denied, the Implementing Party may place the item on the next TPAC agenda for discussion and a recommendation to GoTriangle and the Implementing Party.

(3) Where advance payments are requested, GoTriangle, after due consideration of the request, will remit funds via payment instructions on file.

(4) All disbursements from GoTriangle shall be in accordance with North Carolina General Statute 159 Article 3, known as the North Carolina Budget and Fiscal Control Act, and the Wake Transit Financial Policies and Guidelines, adopted by GoTriangle on June 28, 2017 and CAMPO on June 21, 2017.

4. **Progress Reporting:**

Unless otherwise agreed in writing between Parties, the Implementing Agency agrees to provide quarterly and annual reporting per the Master Participation Agreement for the Reported Deliverables as identified in Exhibit A using a Reporting Template agreed to by the Parties. The Implementing Agency shall include in its quarterly reports any details of issues that may impact delivery of the Projects identified in Exhibit A. If the Implementing Party is allocating local funds towards Projects identified in Exhibit A, those expenditures shall be disclosed as part of its quarterly and annual reports.

The Annual Wake Transit Report prepared by GoTriangle shall provide information regarding how strategic public transit objectives have been met and shall include the progress achieved, the strategies being followed, and performance targets and key milestones for capital projects and operating services.

Quarterly Status Reports prepared by GoTriangle and/or CAMPO shall provide information regarding progress toward strategic objectives outlined in the Wake Transit Work Plan and include the performance achieved, the strategies being followed, and performance targets and key milestones for Capital Projects and operating services identified in the Wake Transit Work Plan. GoTriangle shall include in its Quarterly Status Reports any details of issues that may impact delivery of funding for the Projects identified in Exhibit A.

The Parties agree to share supporting documentation, if requested, in addition to their quarterly and annual reporting, in a timely manner.

5. **Further Agreements:**

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Agreement.

6. **Amendment:**

Any extension of the term of this Agreement and/or change to the content of this Agreement shall be by written amendment signed by all Parties.

7. **Breach; Termination:**

In the event that (1) the Implementing Party is not able or fails to provide a Project(s) as required by the Agreement; or (2) GoTriangle is not able or fails to provide funding for a Project(s) as required by the Agreement; or (3) GoTriangle fails to fulfill its responsibilities and duties as set out in the Governance ILA; or (4) any Party fails to fulfill a responsibility or duty of this Agreement; or (5) any Party withdraws from the Master Participation Agreement (separately each a "breach"), any Party to this Agreement shall notify the Clerk to the TPAC Committee and the other Parties to this Agreement. The Non-breaching Party may place the item on a TPAC agenda for discussion and a non-binding recommendation to the Parties.

The Non-breaching Party may provide the Breaching Party with a period of time to cure the breach to the reasonable satisfaction of the Non-breaching Party. If the breach is not timely cured, or cannot be cured, the Non-breaching Party may (1) elect to terminate this Agreement in full; or (2) elect to terminate this Agreement only as to one or more Projects listed in Exhibit A. In the event of breach of this Agreement, the Parties shall be entitled to such legal or equitable remedy as may be available, including specific performance.

In the event the Agreement is terminated for any reason other than by the end of the term of the Agreement:

(a) The Implementing Party shall not be required to continue implementing the Projects, but may elect to continue implementing the Projects using funds from sources other than the Wake Transit Tax.
(b) GoTriangle shall reimburse the Implementing Party for any expenses for the Projects that have been approved in the annual work plan and made in reliance on this Agreement, whether or not a Reimbursement Request has

been made by Implementing Party at the time of termination. The Implementing Party shall have sixty (60) days after the date of termination to submit all Reimbursement Requests.

(c) The Implementing Party shall report the final status for its deliverable and GoTriangle shall do a final quarterly report and shall issue the annual report required by this Agreement.

8. **Record Retention:**

All parties must adhere to record retention guidelines as set forth in North Carolina General Statutes or federal guidelines as appropriate.

9. **Notices:**

Any notice given pursuant to this Agreement shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid, certified mail, return receipt requested and addressed as follows:

If to GoTriangle:
GoTriangle
Attn: President and CEO
P.O. Box 13787
Research Triangle Park, NC 27709

And with a copy to:
GoTriangle
Attn: General Counsel
P.O. Box 13787
Research Triangle Park, NC 27709

If to the Clerk to the TPAC Committee
CAMPO
Attn: Clerk to the TPAC Committee
One City Plaza
421 Fayetteville Street, Suite 203
Raleigh, NC 27601

If to the Town of Holly Springs:
Town of Holly Springs
Attn: Town Manager
P.O. Box 8
Holly Springs, NC 27540

10. **Representations and Warranties:**

The Parties each represent, covenant and warrant for the other's benefit as follows:

A. Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and the individuals signing this Agreement have the right and power to do so. This Agreement is a valid and binding obligation of each Party.

B. To the knowledge of each Party, neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which a Party is bound, or constitutes a default under any of the foregoing.

C. To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

D. Parties agree to work together in good faith and with all due diligence to provide for and carry out the purpose of this Capital Funding Agreement.

E. The Project(s) listed in the attached Exhibit A are not debt funded.

11. **Merger and Precedence:**

The provisions of this Agreement, including all Exhibits and attachments, constitute the entire agreement by and between the Parties hereto and shall supersede all previous communications, representations or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof. Notwithstanding the foregoing, in the event of any inconsistency or conflict between this Agreement and the Participation Agreement or the Governance ILA, the terms of the Participation Agreement and Governance ILA have precedence.

12. **Dispute Resolution:**

In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate general court of justice of Wake County, North Carolina.

13. **No Waiver of Non-Compliance with Agreement:**

No provision of this Agreement shall be deemed to have been waived by any Party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any Party hereto at any time to require strict performance by the other Party of any provision hereof shall in no way affect the right of the other Party to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

14. **Governing Law:**

The Parties intend that this Agreement be governed by the law of the State of North Carolina. Proper venue for any action shall solely be Wake County.

15. **Assignment:**

No Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Parties.

16. **Independence of the Parties:**

Nothing herein shall be construed to modify, abridge, or deny the authority or discretion of any Party to independently develop, administer, or control transportation projects pursuant to enumerated authority or funding sources separate from those in this Agreement.

17. **Execution in Counterparts/Electronic Version of Agreement:**

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Any Party may convert a signed original of the Agreement to an

electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

18. **No Waiver of Sovereign Immunity:**

Nothing in this Agreement shall be construed to mandate purchase of insurance by any municipality pursuant to N.C.G.S. 160A-485; or to in any other way waive any Party's defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law.

19. **No Waiver of Qualified Immunity:**

No officer, agent or employee of any Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

20. **Verification of Work Authorization; Iran Divestment Act:**

All Parties, and any permitted subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes. The Parties hereby certify that they, and all permitted subcontractors, if any, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.59.

21. **No Third-Party Beneficiaries:**

There are no third-party beneficiaries to this Agreement.

SIGNATURE PAGES FOLLOW

RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (d/b/a GoTriangle) By:_____ Charles E. Lattuca, President and CEO This, the ___ day of _____, 2020.	This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act. _____ Saundra Freeman, Chief Financial Officer for GoTriangle This, the ___ day of _____, 2020.
	Reviewed and Approved as to legal form. _____ Shelley R. Curran, General Counsel

TOWN OF HOLLY SPRINGS By:_____ Town Manager This, the ___ day of _____, 2020.	This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act. _____ Finance Director Town of Holly Springs, North Carolina This the ___ day of _____, 2020
[Seal] **ATTEST:** By: _____ Town Clerk	

Exhibit A

Implementing /Operating Agency	Town of Holly Springs	Parties to Agreement:	GoTriangle ,Town of Holly Springs
Total Bus Infrastructure Appropriation	$55,000		
Project	**Holly Springs Park and Ride Improvements**		
Project ID from Work Plan	TC002-W		
FY 2020 Budget	$55,000 or as amended by the adopted work plan		
Scope	The project description included in the FY2020 Adopted Wake Transit Work Plan,		

2. Number of sites with improvements completed/constructed per quarter (on a rolling quarterly basis for multiple sites wrapped into single Work Plan project; as a proportion of total site improvement budget when alternate funding sources apply). If none completed for a quarter, report on the phase (planning, design, right-of-way, etc.) of ongoing site improvements.

Contract # 20-071

Wake Transit Work Plan Reimbursement Request and Financial Report
Town of Holly-Springs

GO FORWARD
A COMMUNITY INVESTMENT IN TRANSIT
WAKE COUNTY

ACTIVITY PERIOD: YTD - Q1
SUBMISSION DATE:

Cost Category	Work Plan Item	Agency Accounting Code	GoTriangle Accounting Code	Project Code	FY20 Adopted Wake Transit Work Plan	FY19 Carry-forward	FY20 Work Plan Amendments	Wake Transit Work Plan Authorized Appropriation	Previous Amount Reimbursed To Date, by Fuquay-Varina	Amount Requested, by GoTriangle	Appropriation Remaining	Reimbursement Pending Submittal	Balance Projected
Wake Revenue													
Farebox (excl. Youth GoPass)								-	-	-	-	-	-
TOTALS - WAKE OPERATING								-	-	-	-	-	-
WAKE OPERATING													
								-	-	-	-	-	-
TOTALS - WAKE OPERATING					-	-	-	-	-	-	-	-	-
WAKE CAPITAL													
Bus Infrastructure	Holly Springs Express Park and Ride		43-27-00-8558	TC002-W	0.00	0.00	55,000.00	55,000.00	-	-	55,000.00	-	55,000.00
TOTALS - WAKE CAPITAL					-	-	**55,000.00**	**55,000.00**	-	-	**55,000.00**	-	**55,000.00**
TOTALS FOR OPERATING & CAPITAL								**$ 55,000.00**	**$ -**	**$ -**	**$ 55,000.00**	**$ -**	**$ 55,000.00**

I hereby certify that to the best of my knowledge and belief, the amount being requested for reimbursement from the Triangle Tax District Wake Operating and/or Capital Fund is correct, and the expenditures are in accordance with the laws and the rules and regulations as outlined in the Wake Transit Master Participation Agreement, Wake Transit Governance Agreement, and Wake Transit Financial Plan Agreement. This request for funds includes only items due and payable per the terms and conditions of applicable Transit Operations, Transit Administration, Capital or Special Agreements with GoTriangle as administrator of the Triangle Tax District. Holly Springsexpenditures funded from the Triangle Tax District Wake Operating and/or Capital Funds are reconciled quarterly to the Triangle Tax District's ledger and Holly Springsis in compliance with reporting requirements outlined in any and all applicable Agreements. Supporting documentation for all expenditures is maintained on file at Holly Springsand is available upon request. I acknowledge that the amounts listed as Reimbursement Pending Submittal contain expenses incurred but not yet submitted for reimbursement and that amounts subsequently requested for reimbursement may differ due to timing or further refinements.

Patty Dressen
Print Name

Signature

Interim Finance Director
Title

Date

Brasco Arched Roof Eclipse EC510-C “Slim-line”

(Sample picture, actual background will differ)

Town of Holly Springs
Budget Amendment Request

BE IT ORDAINED by the Town Council of the Town of Holly Springs, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021.

Department: Engineering **Date:** 9/15/2020

Reason for Budget Amendment:

Construct the Holly Springs Express Bus Route - Capital Bus Infrastructure Account (TOHS Eng. Proj. 20-008)

Expense			
Account #	***Account Description***	***Increase***	***Decrease***
10-432-12.01	Project Account - Capital Bus Infrastructure	$ 55,000	
	Total Expense:	**$ 55,000**	**$ -**

Revenue			
Account #	***Account Description***	***Increase***	***Decrease***
10 340.01	Miscellaneous Revenue	$ 55,000	
	Total Revenue:	**$ 55,000**	**$ -**

Department Head Signature (or electronic submission)

Finance Director Signature (if necessary)

Town Manager Signature (if necessary)

Council Approved/Notified (if necessary)

Town Manager is authorized to transfer within a department without prior approval of Town Council.
Town Manager is authorized to approve transfers between departments within the same fund up to $50,000.
All inter-departmental transfers will be reported to Town Council by the following month.
Amendments that change the total budget or departmental transfers over $50,000 require Town Council approval.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Consent Agenda
Title: Comprehensive Transportation Plan Consultant Contract
Strategic Priority Area: Engaged, Healthy, & Active Community
Responsible & Balanced Growth
Safe & Friendly
Staff Resource: Gina Clapp, Director, Planning & Zoning

Action(s):
Award contract to Kimley Horn to complete a Comprehensive Transportation Plan in the amount of $400,000 including additional items and contingency.

Explanation:

- Staff has selected Kimley Horn as the preferred consultant team to prepare a new Comprehensive Transportation Plan (CTP) for the Town.
- The CTP will:
  - specify the details for the Town's multi-modal transportation planning and transportation improvement evaluation for new development.
  - provide guidance on the Town's planning for future transportation related investments over the next 5-10 years.
  - evaluate transportation improvements to be constructed as a part of the impacts of new development on the transportation system, sidewalk connectivity and construction priorities, and how the Town's transportation system will provide safe and identifiable connections with the Town's greenways (currently being identified in the Parks & Recreation and Greenway Master Plan).
- The interdepartmental TOHS staff selected Kimley Horn due to their experience in preparing CTP's throughout North Carolina, but also within our region and their familiarity with the transportation demands and issues within Southwest Wake County.
- The CTP process will start in October and has a completion date of April 2022 (18 month completion).
- The Scope of Work includes both Base Contract and Additional Tasks that will be completed as part of the planning process and is within the funding allowance included in the Town's budget.
- Base Contract items include:
  - Public Engagement Program
  - Road laneage recommendations and revised road cross-sections
  - Multi-modal connectivity
  - Transit Network Analysis
  - Special Studies/Hot Spot detailed analysis
  - Cost estimates for proposed improvements
  - Funding Plan
- Additional Tasks:
  - Overhead Utility Relocation Study

- Public Art with Transportation Improvement Plan
- Streetscape Design Manual and Median Landscape Plans
- TIA/TAR Analysis and Ordinance Amendments

Background:

- The current Comprehensive Transportation Plan (CTP) was last completed in June 2011 with an amendment in July 2013.
- The FY20-21 Budget includes $400,000 for the completion of the CTP.
- An interdepartmental review team including Administration, Engineering, Planning & Zoning, and Parks & Recreation was established to select the final consultant.
- The selection process was through a Qualifications-Based Selection (QBS). The procurement process is through the competitive selection of architectural and engineering services under which the most appropriate professional or firm is selected based on qualifications such as knowledge, skill, experience, and other project-specific factors, rather than on fees.
- Seven consulting teams submitted proposals, 4 were interviewed, and Kimley Horn was the selected consultant.

Funding Source(s):

Funding is included in the Engineering FY20-21 Budget:
10-432 12.03

Attachment(s):

1. FINAL_CONTRACT_Scope_090320

Kimley»Horn

September 3, 2020

Tim Athy, PE
Town of Holly Springs
128 South Main Street
Holly Springs, NC 27540

Re: Professional Services Agreement

Dear Tim:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to Town of Holly Springs ("Client") for providing planning services for the Holly Springs Comprehensive Transportation Plan (CTP).

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1: Project Management

Project Kick-Off Meeting

The Consultant will participate in a project kick-off meeting. The meeting will include a review and refinement of the Project Management Plan, project tasks, discuss data needs, planning limits, and public engagement strategy. The meeting will be attended by three key members of the Consultant team. The Consultant team will be responsible for preparation of the agenda and generating summary notes from the meeting.

Project Management Plan

The Consultant will prepare a Project Management Plan that communicates the sequencing of tasks and provides a project schedule and communication strategy. Upon completion, the Public Involvement Plan will be incorporated. A draft of the Project Management Plan will be developed and then refined to reflect feedback gathered during the initial Project Kick-Off Meeting.

Project Team Coordination

The Consultant will participate in bi-weekly coordination calls throughout the project. These calls will be reserved for core project team members. The Consultant will provide an agenda for each meeting and will identify action items for participants.

Town Staff Advisory Team Coordination

The Consultant will participate in coordination meetings with the Town Staff Advisory Team throughout the project. It is anticipated that there will be twelve (12) meetings scheduled over the 15-month planning

process. The Consultant will provide an agenda for each meeting and will provide a summary to the Town after each meeting. The Town will be responsible for identifying the appropriate Holly Springs staff to attend each meeting. The Consultant will be responsible for setting up and hosting all virtual meetings.

Progress Reporting and Invoicing

The Consultant will provide a monthly progress report consistent with the preferred format provided by the Town. Progress reporting will accompany monthly invoices.

Consultant Deliverables: Project Management Plan; Meeting Agendas; Meeting Summaries;
Town Responsibilities: Identification of Town Staff Advisory Team
Communication/Engagement: Project Kick-Off Meeting; Bi-Weekly Project Team Coordination; 12 Town Staff Advisory Team Coordination Meetings

Task 2: Public Engagement

Public engagement is anticipated to include the following tasks; however due to the evolving nature of COVID-19 virtual or acceptable non-virtual equivalents may be pursued if needed.

Engagement Diagnostic

The CTP will begin with an engagement diagnostic meeting including three (3) members of the Consultant and the core Town staff members to review and reflect on previous planning and engagement efforts and come up with the most appropriate mix of engagement strategies. This engagement diagnostic meeting will take place during one of the regularly scheduled Project Team Coordination meetings. The results of this activity will inform the Public Involvement Plan (PIP).

Public Involvement Plan

The Consultant will develop a Public Involvement Plan (PIP) that outlines a coordinated stakeholder and public engagement strategy. The PIP will outline production schedules for publicity materials, assign responsibilities for review and execution, and outline the public engagement approach and format. The PIP will identify alternative engagement techniques where needed to address potential concerns posed by COVID-19. These alternative engagement techniques will include both virtual and non-computer dependent techniques. The PIP will also include a discussion on the involvement of low income, underrepresented, and minority populations.

Branding

A brand for the CTP will be created by the Consultant. The brand will consist of a project moniker, a color theme, and document templates. All materials created for the branding will be made available to the Town for current or future efforts and communication. The branding effort will be conducted in collaboration with the Town of Holly Springs Communications and Marketing Department.

Project Steering Committee Meetings

Through collaboration with the Town, a Project Steering Committee will be identified to help develop strategy throughout the planning process. Key entities in the Town and region may represent government, education, community organizations, agency partners, or others. The Consultant will hold up to six (6) regular meetings with the Steering Committee at key milestones. Two (2) members of the Consultant team will attend each Steering Committee meeting.

Public Meetings

Up to two (2) traditional public meetings will be held during the duration of this plan. It is anticipated that the public meetings with be held at the Town facilities and that the Town will spearhead the distribution of Consultant created materials for the public meetings. Three (3) members of the Consultant team will attend each public meeting. Alternative equivalents to the public meeting format will be explored in the PIP.

Web Materials and Online Presence

There will be an online campaign to solicit feedback through online surveys and interactive web applications. The Town will host project materials on the Town's website and will manage responses to public comments received via email. The Consultant will assist the Town in creating content for newsletters, press-releases, and social media. As a part of the online campaign, up to two rounds of online surveys/opinion polling will be included. It is assumed that the Consultant will make use of the Town's existing PublicInput.com subscription. The Consultant will be responsible for preparing content for the online surveys/opinion polling.

Pop-Ups

There will be up to three (3) pop-up events focused on public education on transportation ideas for the Town. A pop-up event could be an interactive booth in front of a store or school, or in tandem with other departmental initiatives. It is anticipated that the Consultant will work the Town to identify a list of potential events to attend. Preference will be given to events that have no participation cost (e.g. booth fee, etc.) and are timed with public meetings.

Stakeholder Interviews

The Consultant will conduct up to twenty (20) stakeholder interviews. The Consultant will work with the Town to identify the list of stakeholders. The stakeholder interviews are assumed to be one (1) hour in length and will be conducted at Town facilities or through a virtual platform. Stakeholder interviews may consist of individual attendees or small groups of participants.

Planning Board and Town Council Presentations/Work Sessions

The Consultant will conduct up to six (6) meetings with the Planning Board or Town Council. When possible, meetings should be scheduled as joint work sessions. The Consultant will coordinate with Town staff to identify the preferred timing for these briefings. Town staff will be responsible for coordinating meeting logistics. Up to two (2) members of the Consultant team will attend each of these presentations.

> Consultant Deliverables: Public Involvement Plan; Project Branding Materials; Meeting Materials; Meeting Flyers; Web Content; Online Surveys (2); Meeting Summaries
> Town Responsibilities: Distribution of Meeting Flyers; Coordination to secure Town facilities for meetings as needed
> Communication/Engagement: Engagement Diagnostic Meeting; Up to 6 Steering Committee Meetings; Up to 20 Stakeholder Interviews; Up to 3 Pop-Up Events; Up to 2 Traditional Public Meetings; Up to 6 Planning Board or Town Council Work Sessions

Task 3: Goals, Visioning, and Priorities

The goals of the transportation plan will serve as the foundation for the Town's transportation planning efforts. The goals will build upon those identified in the Town's Vision Holly Springs Comprehensive Plan. The goals will be reassessed and reevaluated and those that are still relevant to the Town will be carried

over to the CTP. New goals may be considered for inclusion in the CTP based on input from public and stakeholder outreach processes. The Consultant may also recommend goals for the Town and public's consideration based on national, state, and regional trends as they specifically relate to Holly Springs.

Task 3 will also identify project evaluation metrics based on the goals that are finalized through this planning process. These quantifiable metrics will be decided upon in partnership with the Consultant and the Town. The metrics are anticipated to guide the project prioritization in Task 6.

Performance measures will be developed to track the Town's progress on achieving the CTP's goals. Where relevant, these performance measures will be consistent with the adopted state performance measures and performance targets for pavement condition, bridge condition, reliability, congestion, air quality, and safety. Up to two (2) peer cities will be identified by the consultant, in coordination with the Town, to compare those identified in this project.

> Consultant Deliverables: Goals and Performance Measures Summary Memorandum and Spreadsheet
> Town Responsibilities: N/A
> Communication/Engagement: Steering Committee Meeting; Planning Board/Town Council Session; Public Meeting/Online Survey #1

Task 4: Existing Conditions

This task will document existing conditions within the Town to establish a 2020 baseline for the Town's transportation network. The majority of the data for this task will be available via data provided by the Town, the Capital Area MPO (CAMPO), Wake County, and NCDOT. Data from sources other than the Town should be requested from those agencies directly.

State of the Town

The Consultant will provide analysis on the current demographic and employment data of the Town. The Consultant will include future projections and highlight changes from current demographic and employment patterns. To the extent that previous plans and data permits, the Consultant will report trends and projections using narratives, tables, and maps. The Consultant will also mine existing plans and map available existing conditions data to update and gain a better understanding of transportation conditions and how they are shifting in the Holly Springs area using the Southwest Area Study and CAMPO 2045 MTP as a baseline. Inventoried data can include transportation data (roadway and bridge, bike/pedestrian/trail, transit, intelligent transportation systems [ITS], communications, etc.) as well as land use and environmental data (land use and zoning, activity centers, community assets, environmental features, etc.). Data gathered in this exercise will be used in environmental justice and natural environment screening in subsequent tasks. The Consultant will also coordinate with NCDOT on active TIP projects in the study area, which will be documented in the State of the Town memo.

Plan Review

The Consultant will review and document relevant policies from recent planning documents by the Town and other partner agencies such as CAMPO. High level takeaways will be incorporated into the State of the Town.

Code Assessment

The Consultant will review existing policies and ordinances to determine if they complement existing and potential transportation and transportation-supportive land use policies. The Consultant will identify potential areas for improvement within the following Town policies and/or ordinances:

- Strategic Plan
- Holly Springs Town Code
- Unified Development Ordinance
- Engineering Design and Construction Standards
- Parks & Recreation Parks & Greenway Master Plan
- Vision Holly Springs Comprehensive Plan (specific sections to be determined through consultation with Town)

This task will provide direction for the future creation of policy or ordinance language but does not include the actual authorship of code language.

Consultant Deliverables: State of the Town Memorandum, including maps of existing conditions inventory
Town Responsibilities: Transfer of relevant data and plans to Consultant; Meeting Coordination; Meeting and Survey Advertisement
Communication/Engagement: Steering Committee Meeting

Task 5: Multimodal Assessment and Recommendations

This task will include a series of quantitative analysis to complement the existing conditions documented in Task 4 and generate project recommendations. A screening of recommendations as compared with natural environmental and environmental justice data will be performed as part of this task. A series of planning-level cross-sections will be developed to guide the implementation of future roadway improvements. The cross-sections will be accompanied by a narrative that provides more detail and addresses specific elements such as stormwater, green street features, and streetscape elements. On-road recommendations will be associated with a proposed cross-section.

Traffic Evaluation

The Consultant will use the most recently available version of the Triangle Regional Model (TRM) to identify the existing and future travel demand and patterns for commuters and residents. If needed, the Consultant may update the roadway network based on recently completed projects and upcoming TIP projects prior to beginning analysis. The Consultant will perform high level capacity analysis of recommended projects in the Triangle Regional Model to better understand existing and potential future congestion and delay. This task does not include micro-simulation of or corridors or intersections.

Safety Evaluation

The Consultant will request three (3) years of mapped crash data (from NCDOT's database) and corresponding spreadsheet data. The Consultant will analyze the data from NCDOT to show high level trends. The analysis will address vehicular, bicyclist, and pedestrian crashes resulting in fatality or injury. The results of the analysis, when prudent, should be compared to national and state trends. In coordination with the Town, the Consultant will develop recommendations for up to five quick-response safety improvements on the roadway network in conjunction with the bicycle and pedestrian network. These improvements may include a review of maintenance issues, traffic operations, geometric characteristics (e.g. horizontal and vertical alignments), sight distance, and pavement condition.

Multimodal Connectivity

The Consultant will analyze the transportation system for connectivity of each mode (bike, pedestrian, transit, and determine gaps. This task will build upon existing conditions information in order to understand what has been considered before.

Pedestrian, Bicycle, and Trail Network Expansion Analysis

The Consultant will assess the Town UDO for opportunities for language as it relates to new roadways and new development. This includes providing a list of NC towns with Complete Streets (or the like) policies. The Consultant will evaluate the historic implementation of both local and state-owned roadways (widenings and new roadways) along with NCDOT Complete Streets guidelines to assess past performance in supplying active transportation modes. The Consultant will conduct a high-level analysis of Holly Springs arterial, collector, and sub-collector roadways to include traffic volumes, laneage, roadway width, ROW, and presence of bicycle/pedestrian facilities to determine opportunities for right-sizing. The Consultant will summarize the information from the analysis and hold a virtual Complete Streets work session with Town staff. This session will include a discussion of specific policy items that the Town may consider for revision – it will also include the notion of a Complete Streets policy for the Town moving forward. The second portion of the meeting will be an initial discussion about "right-sizing" opportunities in the Town for consideration.

This information and recommendations will be discussed with the Committee and incorporated as recommendations of the CTP. For the "right-sizing" portion, corridor profiles and before and after cross sections will be developed for up to three (3) selected roadway segments of up to 1 mile in length in Holly Springs. The safety of key roadway crossings may also be assessed as part of this process.

Using information from the Complete Streets review and work session, the Consultant will assess the key network gaps that remain and develop an updated recommendations map for greenways, sidewalks, and bikeways based on previous work conducted by the Town including the Holly Springs Pedestrian Plan, Holly Springs Bicycle Plan, along with the Town's current existing and recommended sidewalks (Pedestrian Companion Map of the CTP). Greenway recommendations will be taken directly from the new Greenways Plan being developed as part of the Parks and Greenways Master Plan. Connections between the recommended greenways and the sidewalk, on-street bicycle, and roadway network will be considered. Recommendations will be updated based on new design best practices towards providing greater separation for bicyclists and pedestrians. The Consultant will meet (in person or virtually) with members of the Parks and Greenways Master Plan project team up to two times during this process to discuss the findings of that plan and their integration into the CTP.

Transit Network Analysis

The Consultant will determine where new or improved transit service could most effectively improve the network. Using data gathered during the State of the Town and referencing previous and ongoing planning efforts, the Consultant will study existing demand, future demand, potential transit generators and attractors, future projects, and transit amenities. This analysis will be used to identify appropriate stop locations to tie into regional transit as well as potential local service additions (circulator, rideshare, on-demand). This analysis will also evaluate how apps (such as Transloc), TNCs, and other microtransit options could facilitate transit access and increase ridership. Recommendations will align with future transit projects identified in the Wake Transit Plan – such as future Express Bus and park and ride locations. Recommendations will also be guided by feedback gathered through the public engagement process.

Vehicular Network Analysis

The Consultant will analyze the vehicular network to determine where the network could be extended to provide additional connections through a more robust grid network or adding critical links that create alternative routes.

20-Minute Neighborhoods

The Consultant will identify methods to increase connectivity between residential areas and the downtown village district. The Consultant will use network analyst through ArcGIS to determine the 20-minute walk

shed. This application requires the identification of up to six (6) origin locations for the walkshed; the Consultant and the Town will work together to identify these origin locations (such as activity centers or residential areas near Downtown) across the Town to run this analysis. The anticipated result is the identification of critical sidewalk infrastructure linkages that are missing. The bicycle connections to these origins and transit access should also be considered for developing walkable, bikeable, neighborhoods connected by regional trails and transit. Bicycle and transit sheds will not be developed as part of this subtask, but rather considered once the walk sheds have been run to observe if there are gaps in the sidewalk infrastructure to connect the bicycle networks or transit infrastructure (e.g. bus stops, bus routes, bike lanes, greenways).

Policy Recommendations

Using information gathered in the State of the Town memo, the Consultant will identify potential policies or programs that can be implemented to enhance travel within the study area. This element will include a review of current traffic calming policies and high level recommendations for enhancement.

Stormwater Management and Green Street Incorporation

Kimley-Horn will prepare a toolbox of innovative stormwater management and green street measures. Using this toolbox, roads recommended for improvement based on previous sections within Task 5 will be reviewed for the feasibility of applying these measures. When applicable, these measures will be noted along with the planning level cross-sections.

ITS and TDM

A TDM/ITS screening will be performed that seeks to identify locations and opportunities to align enhanced transportation technologies through Intelligent Transportation Systems and Travel Demand Management.

Transportation Technology

The roadway recommendations section will also include a section focused on connected and autonomous vehicles and other emerging transportation technology. Within this section, the Consultant will provide a brief update on the existing and projected future state of the connected and autonomous vehicle technology and discuss potential implications for the transportation network. This section will also include a discussion on vehicle charging stations. This section will not include scenario analysis or identify specific facility recommendations.

Special Studies

The Consultant will prepare up to four (4) hot spot studies for major intersections within the study area. The exact locations of these studies will be determined by the Town following the development of the State of the Town memorandum. Prior to initiating any analysis, the Consultant and Town staff will establish parameters for each study and identify desired outcomes as a means to better define each location. These studies will build upon the multimodal recommendations being developed for the CTP and provide additional detail, which may include analysis of roadway/intersection design, right-of-way needs, interim solutions, and/or potential costs of options. Outcomes of each special study will be documented within a brief narrative as well as through appropriate visualization tools or conceptual designs as needed.

Consultant Deliverables: Methodology Report for Quantitative Analysis; Needs Assessment Report; Maps of Analysis Results; Maps of Recommendations
Town Responsibilities: Meeting Coordination
Communication/Engagement: Steering Committee Meetings (2)

Task 6: Implementation Plan

Project Prioritization

Building upon the evaluation metrics established in Task 3, the Consultant will work with the Town to establish a methodology for project-level prioritization. The project-level prioritization will use a diversified approach that considers transportation performance metrics as well as influencing factors related to land use and economic vitality. Where possible, the prioritization process will be quantitatively based using available data and summarized in the plan documentation. The prioritization process will incorporate the environmental screening and natural environmental screening performed in Task 5. A subset of the prioritized project list will be identified to document projects that are potential candidates for future bond funding.

Cost Estimates

Planning level construction cost opinions for recommended roadway, bicycle, and pedestrian improvements will be prepared using unit cost information (provided by Town staff, NCDOT, or estimated from geographically similar areas) developed for the applicable transportation elements. The Consultant will provide an opinion of cost relative to engineering, design, and right-of-way provisions based on percentages of construction cost. Right-of-way percentages will be further assessed using opinions of low, medium, and high values. The level of detail utilized in the preparation of these cost opinions will be dependent on data availability. Data sources identified for the development of probable cost opinions will be documented by the Consultant and will be approved by Town staff prior to their use.

Any opinions the Consultant renders as to costs are of course preliminary and based on currently available information and the limited scope of services. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. Actual costs of construction will differ from any projections made at this time.

Implementation Plan

This implementation plan will clearly outline next steps and will include a combination of initiatives and projects, likely cost, who is best positioned to lead, what partners need to be engaged, and provide information related to cost and potential funding sources for potential short-term projects. The implementation plan will also outline projects to be incorporated into the region's MTP update currently being prepared by CAMPO. The implementation plan may also identify recommendations for future planning efforts.

The implementation plan will include a section on the transportation bond. Bond-eligible projects will be identified and prioritized, as noted earlier in this task. The Consultant will identify up to two (2) peer cities who are further along in their bond cycle to identify lessons learned from their experiences. The Consultant will discuss desired future modal allocations for the bond program with the Client. The Consultant will also explore potential additional grants, partnerships, or funding source opportunities for the Town.

Consultant Deliverables: Prioritization Methodology; Map of Prioritized Projects; Cost Estimates; Implementation Plan
Town Responsibilities: Provision of historic cost data, if available; Meeting Coordination; Meeting and Survey Advertisement
Communication/Engagement: Planning Board/Town Council Session; Steering Committee Meeting; Public Meeting/Online Survey #2

Task 7: Final Documentation

Documentation for the plan will occur throughout the study process as established in previous tasks. In addition, the Consultant will provide a concise and graphically-oriented set of summary documentation.

Summary Report

The main deliverable will be a plan that concisely describes the study process, participants, issues, and recommendations. When possible, the plan will rely on charts, graphs, tables, maps, and graphic exhibits to communicate ideas and information. The final Summary Report will be formatted for print as well as electronic distribution.

Technical Documentation

The Summary Report will be accompanied by a Technical Appendix. This appendix may be a compilation of technical analysis and outreach summaries and will serve as a repository for supporting information generated during the planning process.

The Consultant will prepare a preliminary draft of the Summary Report and Technical Documentation for review and comment by the Town Staff project manager. The Town Staff project manager will prepare a single round of consolidated comments and resubmit to the Consultant. The Consultant will address the comments and submit a revised draft for public comment. Following this public input period, Town staff will consolidate the comments received and submit them to the Consultant. The Consultant will revise the public comment report and resubmit to Town Staff to begin the public hearing process. Town Staff will consolidate comments from the Planning Board and Town Council and submit to the Consultant. Upon addressing these final comments, the Consultant will provide the final Summary Report and Technical Appendix to the Town.

> Consultant Deliverables: Summary Report; Technical Documentation; Final Data Delivery (all final data including geodatabase of project files)
> Town Responsibilities: Provision of consolidated report comments; Advertisement for public/council review; Meeting Coordination
> Communication/Engagement: Planning Board/Town Council Session; Steering Committee Meeting

Optional Tasks

The Consultant will discuss each of these optional tasks with the Town in greater detail. Additional scope detail can be provided if the Town elects to pursue the Optional Task items.

Optional Task 1: Overhead Utility Relocation Study

Data Collection and GIS Mapping. The Consultant will perform a visual review of existing overhead lines along 10 miles of Holly Springs corridors. Kimley-Horn will compile the data collected to create a GIS base map showing the approximate locations of existing overhead infrastructure.

Coordination with Duke Energy. The Consultant will hold up to 2 coordination meetings with Duke after performing data collection. These meetings will focus on understanding the feasibility of undergrounding utilities. Up to two (2) members of the consultant team will attend these meetings.

Conceptual Opinion of Probable Construction Cost. The Consultant will develop a conceptual 'order of magnitude' opinion of probable cost for proposed undergrounding. Costs will be provided in current dollars and based upon an industry standard cost-per-mile estimate. The conceptual opinion of probable construction cost will most closely resemble an AACE International Class 5 (screening or feasibility) cost estimate.

Feasibility Assessment Memorandum. The Consultant will prepare a memorandum that briefly summarizes the results of data collection and cost opinions. The document will contain the GIS base map, the opinions of probable costs, and a brief summary of next steps to best prepare the Town to implement utility undergrounding as part of upcoming transportation projects.

Optional Task 1 Fee Range: $24,000 to $30,000

Optional Task 2: Public Art Incorporation

Regional Peer Review. Kimley-Horn will conduct a regional review of Triangle jurisdictions to better understand how they are incorporating public art into transportation projects. Using information found within the peer review, Kimley-Horn will document strategies for incorporation and funding of public art as part of transportation projects. This review will be summarized in a brief technical memorandum.

Public Art Map. Kimley-Horn will generate one (1) public art map identifying key opportunities for art features and proposed types of art (mural, sculpture, water feature, etc.)

Optional Task 2 Fee Range: $8,000 - $10,000

Optional Task 3: Streetscape Design Manual for Primary Thoroughfares

Assumptions

- Streetscape design standards will be consistent with other regional standards adopted by local municipalities.
- All existing design files for current streetscape design standards, including those for the Village District Area Plan (dated October 2018), will be provided to the Consultant.
- The existing palette of streetscape furnishings (as illustrated in the Village District Area Plan, dated October 2018) will be utilized as part of the new streetscape design standards. New manufacturers and / or models will not be selected.
- If extreme variations or more than three (3) "families" of design standards are needed, a contract amendment will be necessary.

- All proposed design standards will be based on existing geographic information systems (GIS) data. It is assumed that all necessary GIS data will be provided by the Town of Holly Springs.
- The final Streetscape Design Manual for Primary Thoroughfares will not include information regarding existing site conditions and / or analysis of those conditions.

Kick-off Meeting. The Consultant will meet with Town Staff to review current applicable ordinances and design standards prior to developing new or revised streetscape design standards. This scope of services assumes one kick-off meeting with 2 design professionals in attendance.

Existing Inventory & Analysis. The Consultant will utilize provided GIS data and aerial imagery to evaluate the existing thoroughfare conditions to guide proposed streetscape design standards. Up to two (2) design professionals from the Consultant will then make one (1) field visit to witness key areas of concern. This field visit may be combined with the kick-off meeting.

Draft Streetscape Design Manual. Consultant shall develop a draft limited streetscape design manual for primary thoroughfares based on best practices for streetscape design and construction in the region. The primary thoroughfares will include those illustrated on the Thoroughfare Planting Plan, included in the Vision Holly Springs Comprehensive Plan. The Consultant will incorporate and, if necessary, update existing streetscape design standards from current Town ordinances and the Town's Village District Area Plan (dated October 2018). The draft will be in booklet format and will include:

- One (1) primary thoroughfare map identifying applicable streetscape corridors;
- Written guidance and up to ten (10) schematic-level details for site furnishings and typical layout suitable for communicating design intent;
- One (1) palette of proposed plant material for different median widths;
- Up to three (3) variations of a standard planting design to be applied to the identified primary thoroughfares medians. These planting plans will depict a typical 100-foot section of the median.

Design Review Meeting. Consultant shall meet with Town Staff to review the draft streetscape design manual and to receive and discuss comments. All comments shall be compiled, consolidated into one cohesive format, and distributed to Consultant one (1) week prior to the design review meeting. This scope of services assumes one design review meeting with two (2) design professionals in attendance.

Final Streetscape Design Manual for Primary Thoroughfares. Consultant shall incorporate the comments received at the design review meeting into a final Streetscape Design Manual for Primary Thoroughfares document. This document shall be suitable for inclusion in the Town's ordinances.

Services Not Included

Any service not specifically identified in the above Scope of Services or changes to this scope requested by the Town, will be considered additional services. These services, including by not limited to the following, are not included in this Agreement.

- Any meetings not specifically identified above requested by the Client or on the Client's behalf by a third party to this Agreement;
- Design of a custom wayfinding signage program;
- Graphic design or other artwork.

Optional Tasks 3 Fee Range: $40,000 to $45,000

Optional Task 4: TIA/TAR Analysis and Modification

The Consultant will work with Town staff to develop connectivity score and/or walk score evaluation criteria for new development. The development of connectivity scores can vary widely dependent upon data availability and local preference. Objective measures of connectivity or “walk score” typically include average block length, connected node ratio, intersection density, street density, presence of sidewalk (both sides vs one side of road), crosswalk facilities, regional connectivity (connectivity to existing pedestrian system), and/or distance from key destinations in Holly Springs. The Consultant team will host a virtual Town staff interactive session to describe these elements in both visuals and discussion to identify and determine the factors/elements to build into a calculation of connectivity/”walk score” analysis.

The Consultant will review the Town’s policies regarding Traffic Impact Analyses (TIAs) and Traffic Analysis Reports (TARs) and make recommendations for modifications. Specific areas to be addressed include:

- Levels of traffic analyses and trigger for each
- Study area determination
- Background growth rates and inclusion of proposed/approved developments
- Trip generation methodology
- Intersection LOS thresholds
- Mitigation measures
- Additional analysis considerations (signal warrant analyses, crash data analysis, etc.)
- Requirements for study updates or expirations
- Benefit analysis of TIA/TAR production and firm pre-qualification options

The Consultant will conduct one (1) meeting with Town staff to discuss pros and cons of the current TIA/TAR policy and recommended modifications. The Consultant will review and respond to up to two (2) rounds of comments from the Town on the recommendations. If desired, the Consultant will also attend one (1) Town Council public meeting or work session to present and discuss the proposed changes to the TIA/TAR policy.

Optional Task 4 Fee Range: $10,000 to $13,000

Schedule

This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control.

Notwithstanding any other provision of this Agreement, the Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Client, third parties, or governmental agencies.

A preliminary schedule is attached. The schedule will be updated with more detail as part of the Project Management Plan to include milestones and elements of the Public Involvement Plan.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 7 for the total lump sum fee below and includes expenses such as mileage, copying, courier delivery, meals, and postage. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task No.	Description	Fee
1	Task 1 - Project Management	$ 30,800
2	Task 2 - Public Engagement	$ 52,400
3	Task 3 - Goals, Visioning, and Priorities	$ 4,000
4	Task 4 - Existing Conditions	$ 24,700
5	Task 5 - Multimodal Assessment and Recommendations	$ 126,300
6	Task 6 - Implementation Plan	$ 31,400
7	Task 7 - Final Documentation	$ 30,100
Optional 1	Overhead Utility Relocation Study	$24,000 - $30,000
Optional 2	Public Art Incorporation	$8,000 - $10,000
Optional 3	Streetscape Design Manual for Primary Thoroughfares	$40,000 - $45,000
Optional 4	TIA/TAR Analysis and Modification	$10,000 - $13,000
	Total Lump Sum Fee (without Optional Tasks)	$ 299,700

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number, Kimley-Horn project number, Town of Holly Springs project number, and the following statement:

"I hereby certify that these hours spent are true and accurate."

Consultant will provide supporting documentation for invoices, as requested by Client.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the Town of Holly Springs.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Allison Fluitt, P.E., AICP
Project Manager

Town of Holly Springs

A Municipality

_____

_____

(Date)

_____

(Print or Type Name and Title)

_____

(Email Address)

Official Seal:

_____, Witness

_____

(Print or Type Name)

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____
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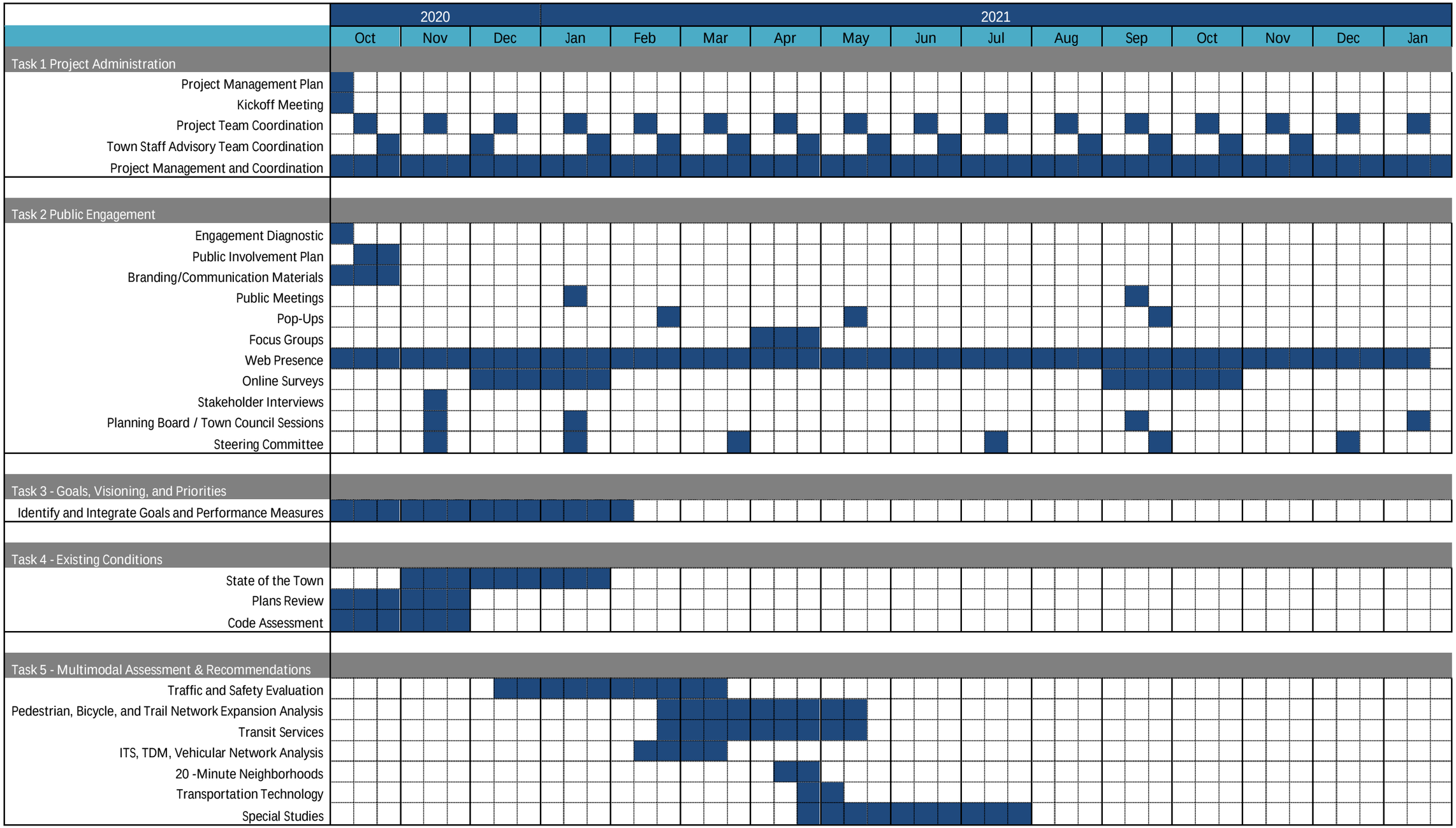
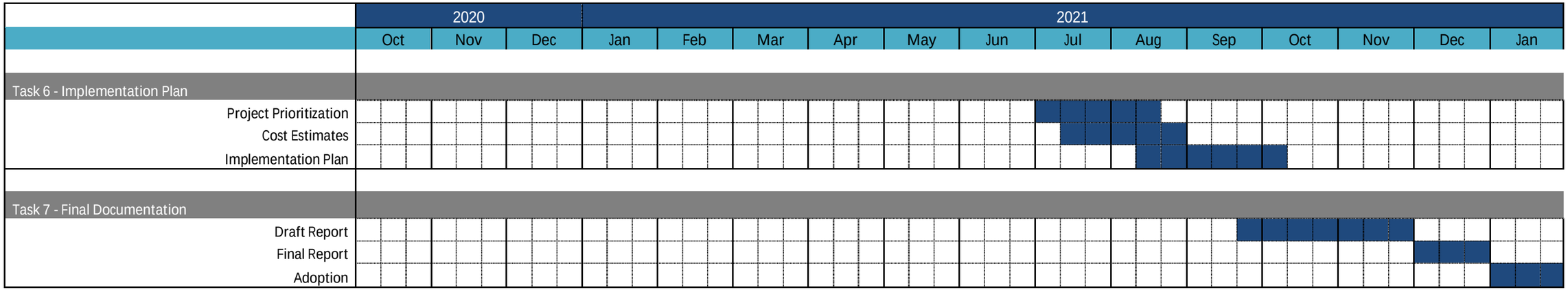
Attachment – Preliminary Schedule
Attachment – Standard Provisions

Preliminary Schedule

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Task 6 - Implementation Plan
Project Prioritization
Cost Estimates
Implementation Plan
Task 7 - Final Documentation
Draft Report
Final Report
Adoption

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
(a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
(c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
(d) Arrange for access to the site and other property as required for the Consultant to provide its services.
(e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
(g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:
(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
(c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in

this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or $50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**
(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of North Carolina. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The 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.

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Consent Agenda
Title: Updates to Fiscal Policy Guidelines and Contract Change Orders Policies
Strategic Priority Area: Organizational Excellence
Staff Resource: Patty Dressen, Finance

Action(s):

- Approve updates to the contract change order approval threshold (P-022.1) and the fiscal policy guidelines (FN 11.1) in alignment with Council approved updates for the FY 2020-2021 budget

Explanation:

- FY 2020-2021 budget ordinance authorized the Town Manger to approve budget amendments and contractual obligations up to a threshold of $50,000
- Policy P-022.1 is designed to increase efficiency in processing change orders to already approved written contract authority for Town projects
- Policy FN-11.1 updates policy language to reflect the threshold change for Town Manager approval authority

Background:

- These are existing policies that are being updated to reflect Town Manager authority approved by Town Council in June 2020

Funding Source(s):

N/A

Attachment(s):

1. P-022.1 Contract Change Orders
2. FN-11.1 Fiscal policy guidelines

Holly Springs, N.C. **Policy & Procedure Statements** of the Holly Springs Town Board	**P-022.1** **Contract Change Order Approval Threshold**	
	Prepared By:	**Lori Hobgood**
	Department:	**Finance**
	Date Approved by Board:	**May 7, 2002**
	Effective Date:	**September 15, 2020**
	Supersedes Old #:	**P-022.1**
	Old Effective Date:	**May 7, 2002**

PURPOSE:
To increase efficiency in processing change orders to previously approved written contracts for Town projects.

SCOPE/COVERAGE:
This Policy Statement, upon approval by the Town Council, shall be applicable to all management team members who administer contracts on behalf of the Town of Holly Springs. This Policy Statement may, however, be amended by the Town Council at any time.

POLICY STATEMENT:

The Holly Springs Town Council desires to increase efficiency and continuation of work under contract between the Town and its contractors. The Town Manager is hereby authorized to execute change orders up to $50,000 or the amount of the council-approved project contingency, whichever is greater, without further approval from Town Council, provided that the funds have been previously budgeted and appropriated.

This provision also applies to numerous contract change orders, which together result in a total contract amount that is in excess of $50,000 or the project contingency of the original contract amount.

Contract change orders individually or collectively amounting to more than the project contingency shall require approval of the Town Council.

End of Policy Statement No. P-022.1

I, Linda McKinney, Town Clerk of the Town of Holly Springs, certify that this policy statement was adopted by the Holly Springs Town Council on September 15, 2020.

_____
Linda McKinney
Town Clerk

Holly Springs, N.C.	FN-11.1 Fiscal Policy Guidelines	
	Prepared By:	**Patricia Dressen**
	Dept./Title:	**Finance**
Administrative Rules	Date Approved:	**September 15, 2020**
	Effective Date:	**September 15, 2020**
	Supersedes Old #:	**FN-11**
	Old Effective Date:	**July 1, 2019**

FISCAL POLICY GUIDELINES - OBJECTIVES

This fiscal policy is a statement of the guidelines and goals that will influence and guide the financial management practice of the Town of Holly Springs, North Carolina. A fiscal policy that is adopted, adhered to, and regularly reviewed is recognized as the cornerstone of sound financial management. Effective fiscal policy:

- Contributes significantly to the Town's ability to insulate itself from fiscal crisis;
- Enhances short term and long term financial credit ability by helping to achieve the highest credit and bond ratings possible;
- Promotes long-term financial stability by establishing clear and consistent guidelines;
- Promotes the view of linking long-run financial planning with day to day operations; and
- Provides the Town Council, citizens, and the Town's professional management a framework for measuring the fiscal impact of government services against established fiscal parameters and guidelines.

To these ends, the following fiscal policy statements are presented.

CAPITAL IMPROVEMENT BUDGET POLICIES

1. The Town will prioritize all capital improvements in accordance with a capital improvement program.
2. The Town will develop a five-year plan for capital improvements and review and update the plan annually.
3. The Town will coordinate development of the capital improvement program with development of the operating budget.
4. The Town will use intergovernmental assistance to finance only those capital improvements that are consistent with the capital improvement plan and Town priorities.
5. The Town will maintain all its assets at a level adequate to protect the Town's capital investment and to minimize future maintenance and replacement costs.
6. The Town will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted for approval.
7. The Town will attempt to determine the least costly and most flexible financing method for all new projects.

DEBT POLICIES

General

1. The Town will confine long-term borrowing to capital improvement or projects that cannot be financed from current revenues except where approved justification is provided.
2. The Town will utilize a balanced approach to capital funding utilizing debt financing, draws on capital reserves and/or fund balances in excess of policy targets, and current-year (pay-as-you-go) appropriations.
3. When the Town finances capital improvements or other projects by issuing bonds or entering into capital leases, it will repay the debt within a period not to exceed the expected useful life of the project. Target debt ratios will be annually calculated and included in the review of financial trends.
4. Where feasible, the Town will explore the usage of special assessment, revenue, or other self-supporting bonds instead of general obligation bonds.
5. The Town will retire tax anticipation debt, if any, annually and will retire bond anticipation debt within six months after completion of the project.

Tax Supported Debt

6. Net debt as a percentage of total assessed value of taxable property should not exceed 2.5%. Net debt is defined as any and all debt that is tax-supported.
7. The ratio of debt service expenditures as a percent of total governmental fund expenditures should not exceed 15% with an aggregate ten-year principal payout ratio target of 55% or better.

RESERVE POLICIES

1. Unassigned Fund Balances will mean funds that remain available for appropriation by the Town Council after all commitments for future expenditures, required reserves defined by State statutes, and previous Council designations have been calculated. The Town will define these remaining amounts as "available fund balances."
2. Available fund balances at the close of each fiscal year should be targeted range between 20-25% of General Fund expenditures with a minimum of 20%. Reserves beyond 20% of the Total Annual Operating Budget of the Town may be used for one-time use.
3. The Town Council may, from time-to-time, appropriate available fund balances below the 20% policy for the purposes of a declared fiscal emergency or other such global purpose as to protect the long-term fiscal security of the Town of Holly Springs. In such circumstances, the Council will adopt a plan to restore the available fund balances to the policy level within 36 months from the date of the appropriation. If restoration cannot be accomplished within such time period without severe hardship to the Town, then the Council will establish a different but appropriate time period.

BUDGET DEVELOPMENT POLICIES

1. The Town will develop the Annual Budget in conjunction with a stated program of performance objectives and measures with which to gauge progress toward meeting those objectives.
2. Water and sewer rates will be established at the appropriate level to enable the related funds to be self-supporting. In addition water and sewer rates will be established to maintain compliance with Revenue Bond Covenants.

3. One-time or other special revenues will not be used to finance continuing Town operations but instead will be used for funding special projects.
4. The Town will pursue an aggressive policy seeking the collection of delinquent utility, license, permit and other fees due to the Town.
5. The Town Council will receive a financial report at the end of each quarter showing year-to-date revenues and expenditures and comparing each amount to the budget as amended.
6. Budget amendments will be brought to the Town Council for consideration as needed. A monthly budget amendment report will be brought to the Town Council for all prior month budget amendments.
7. The Budget Officer may transfer amounts of expenditures between departments or between funds in the budget. The Budget Officer may transfer amounts up to fifty thousand dollars ($50,000) between departments of the same fund without prior Council Action. The Budget Officer may transfer up to fifty thousand dollars ($50,000) between funds without prior Council Action.

CASH MANAGEMENT AND INVESTMENT POLICIES

1. It is the intent of the Town that public funds will be invested to the extent possible to reduce the need for property tax revenues. Funds will be invested with the chief objectives of safety of principal, liquidity, and yield, in that order. All deposits and investments of Town funds will be in accordance with N.C.G.S. 159.
2. The Town will use a Central Depository to maximize the availability and mobility of cash for all funds that can be legally and practically combined.
3. The Town may deposit Town Funds into: Any Board approved Official Depository, if such funds are secured in accordance with NCGS-159 (31). The Town may invest Town Funds in: the North Carolina Capital Management Trust, US Treasury Securities, US Agency Securities specifically authorized in GS-159 and rated no lower than "AAA", and Commercial Paper meeting the requirements of NCGS-159 plus having a national bond rating.
4. Investment of the Town will be diversified to eliminate the risk of loss as a result of over concentration of securities in a specific issuer, class of securities, or maturity sector.
5. Investment income will be allocated to each participating fund or account based on a fair and equitable formula determined by the Finance Director.

***

End of Administrative Rule No. FN-11.1

Approved by the Holly Springs Town Council, this, the 15th day of September, 2020.

_____
Linda McKinney, Town Clerk

(Town Seal)

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

Unfinished Business
Title: Deadly Weapons Ordinance - Ordinance 20-04
Strategic Priority Area: Safe & Friendly
Staff Resource: John Schifano, Town Attorney, Paul Allen, Asst. Town Attorney

Action(s):
Second Reading on Ordinance 20-04 - Prohibition on Open Carry or Display of Weapons on Town Property and Town Parks and Recreational Facilities.

Explanation:

- NCGS 160A-75 requires that this ordinance receives a vote equal to or greater than two thirds (ie, at least a 4 to 1) for ratification at the meeting the ordinance is first introduced. This matter was first introduced on September 1, 2020 and was passed by a simple majority. In order to become effective, a second affirmative vote is required (by simple majority or greater)

Background:

- At the May 19, 2020 Town Council meeting, a concern was raised by a council member over the lack of restrictions on weapons within Town facilities and athletic areas in Holly Springs. The Town Council agreed to discuss the topic at a workshop.
- At the July 14, 2020 Town Council workshop, council members engaged in a debate on the merits of such an ordinance and received input from Town staff regarding the issue. The Council, through a vote, directed staff to draft an ordinance to address weapons on Town property for consideration.
- At the August 18, 2020 Town Council meeting, two separate firearms and weapons related ordinances were discussed to cover the open carry and concealed carry of firearms and deadly weapons on Town property as well as the penalty and exceptions to such ordinances.
- On August 18, the Council voted to deny the conceal carry ordinance and voted to defer the open carry ordinance for further consideration and revisions. A revised ordinance is attached which eliminates the prohibition of open carry on greenways, as well as it specifically lists the public parks in town to which the prohibition applies.
- The current version of the ordinance was passed on September 1, 2020 by a simple majority of the council.

Funding Source(s):
N/A

Attachment(s):
1. 7-14-20 Workshop Presentation
2. 20-04 Prohibition on Open Carry or Display of Weapons Town Council (Revised) (3)

Consideration of Potential Weapons Restrictions on Town Property

Town Council Workshop

July 14, 2020

Town of
HOLLY SPRINGS

Purpose:

- Following Council's direction to discuss this topic at the July Workshop, staff will provide background information, legal considerations and available data regarding weapons ordinances in Wake County and weapons at town facilities.

Action:

- For Council Discussion

Parks & Recreation Advisory Committee Recommendation

- **December 2019** - Discussion re: Park Ordinances

- **March 2020** – Motion to recommend to Town Council to pass the park ordinance with possibility to prohibit all firearms (both concealed and open-carry) at town athletic facilities.
  - Focus on "competitive venues"
  - Town owned athletic fields, courts and indoor recreation facilities

General Statute Authorization

- N.C. Gen. Stat. § 14-415.23
  - (a)- It is the intent of the General Assembly to prescribe a uniform system for the regulation of legally carrying a concealed handgun. To insure uniformity, no political subdivisions, boards, or agencies of the State nor any county, city, municipality, municipal corporation, town, township, village, nor any department or agency thereof, may enact ordinances, rules, or regulations concerning legally carrying a concealed handgun. A unit of local government may adopt an ordinance to permit the posting of a prohibition against carrying a concealed handgun, in accordance with G.S. 14-415.11(c), on local government buildings and their appurtenant premises.

  - (b)- A unit of local government may adopt an ordinance to prohibit, by posting, the carrying of a concealed handgun on municipal and county recreational facilities that are specifically identified by the unit of local government. If a unit of local government adopts such an ordinance with regard to recreational facilities, then the concealed handgun permittee may, nevertheless, secure the handgun in a locked vehicle within the trunk, glove box, or other enclosed compartment or area within or on the motor vehicle.

Prohibitions in Other Wake County Municipalities

	OPEN CARRY		CONCEALED	
MUNICIPALITY	**Town Facility**	**Park/Rec. Facility**	**Town Facility**	**Park/Rec. Facility**
Raleigh	✓	✓	✓	✓
Cary	✓	✓	✓	✓
Garner	✓	✓	✓	✓
Wendell	✓	✓	✓	✓
Rolesville	✓	✓	✓	✓
Morrisville	✓	✓	✓	✓
Apex		✓	✓	✓
Wake Forest		✓	✓	✓
Knightdale	✓		✓	
Fuquay-Varina			✓	✓
Zebulon				
Wake County	✓	✓	✓	

HSPD Service Call Data

- Since 2009, HSPD has had two calls involving weapons on town property. Neither call resulted in charges.

- Apex PD, Cary PD and Fuquay-Varina PD responded that they do not keep statistics on local ordinance violations.

Discussion

Ordinance No.: 20-04
Date Adopted: September 1, 2020, First Reading; September 15, 2020 Second Reading
Effective Date: March 15, 2021

AN ORDINANCE TO AMEND THE TOWN CODE OF ORDINANCES OF HOLLY SPRINGS TO CREATE NEW SECTIONS IN CHAPTER 12, PUBLIC SAFETY, ARTICLE VI, DIVISION 3

BE IT ORDAINED by the Holly Springs Town Council of the Town of Holly Springs, North Carolina, that the Code of Ordinances of the Town is amended as follows:

PART 1:

Sec. 12-353. - Prohibition on Open Carry or Display of Weapons.

(A) Open Carry in Town Buildings. It shall be unlawful for any person to openly carry, possess, or display a deadly weapon or firearm, including any handgun, pistol, rifle, shotgun, air rifle, BB gun, pellet gun, or any other weapon which fires a missile or other high speed projectile, knifes or blades longer than 3 inches and any other deadly weapon as defined under North Carolina General Statute § 14-269(a) on any Town-owned or controlled buildings and any appurtenant premises.

(B) Open Carry in Town Parks and Recreational Areas. It shall be unlawful for any person to openly carry, possess, or display a deadly weapon or firearm, including any handgun, pistol, rifle, shotgun, air rifle, BB gun, pellet gun, or any other weapon which fires a missile or other high speed projectile, knifes or blades longer than 3 inches and any other deadly weapon as defined under North Carolina General Statute § 14-269(a) within Town owned recreational facilities, athletic facilities, playgrounds, or any athletic field as defined in North Carolina General Statute § 14-415.23. This prohibition shall apply to the following locations in Town:

a. Ting Park
b. Bass Lake Park
c. Womble Park
d. Veterans Park
e. Hunt Recreation Center
f. Sugg Farm
g. The Pit at Womble Park
h. Jones Park
i. Park area at Cass Holt
j. Mims Park
k. Town park at Carolina Springs (to be built)
l. Any scheduled use of any town picnic shelter

m. The Town Cemetery

This prohibition does not apply to greenways, open spaces, sidewalks, walking paths, or any other area not specifically identified.

(C) Posting. The Town Manager or their designee is hereby authorized and instructed to post conspicuous signage at appropriate locations on or within each Town owned building or recreational facility and the grounds and parking areas of such buildings owned or controlled by the Town, as well as any other appurtenant premises to such buildings, indicating that openly carrying a handgun or deadly weapon is prohibited. The Town Manager or their designee shall exercise discretion in determining the number and appropriate location of signs to be placed.

Sec. 12-354. – Penalty, Exceptions

(A) Penalty. The open carrying, possession, or display of any firearm or other deadly weapon as defined in Sec. 12-353, shall constitute a misdemeanor or subject to a fine as provided by G.S. 14-4 as may be imposed in the discretion of the court, or both.
(B) Exceptions. The possession or display of a firearm or other deadly weapon is exempt from the provisions of Sec. 12- 353 in the following situations and circumstances:

1. If the possession or display of the firearm, or other weapon, was conducted by a person authorized by law to carry and display such articles or objects as part of their official duties. Such persons include: local law enforcement personnel, military personnel, security guards, state and federal law enforcement, or any other person identified under G.S. 14-269(b)

2. If such possession or display of a firearm or weapon is part of the performance of the duties of a Town employee or contractor.

3. If such possession or display is part of an official program, performance, or Town sponsored or sanctioned event and such possession or display has been previously approved by the Chief of Police.

4. An individual who possessed a weapon in violation of this ordinance during an incident of justified self-defense or defense of another shall not be charged under this ordinance for actions resulting from that incident.

Part 2: **REPEAL OF CONFLICTING ORDINANCES**
All ordinances or parts of the Town Code of the Town of Holly Springs conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

Part 3: **SEVERABILITY**
If any section, part of a section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holdings shall not affect the remaining portion of this Ordinance and it shall be construed to have been the

legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be held valid as if such part or parts had not been included therein, or if this Ordinance or any of the provisions thereof shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

Part 4: **INCLUSION IN CODE**
It is the intention of the Town Council entered as hereby ordained, that the provisions of this Ordinance shall become and be made part of the Town Code of Ordinances of the Town of Holly Springs, North Carolina; that the Section(s) of this Ordinance may be renumbered or relettered to accomplish such intention, and that the word "Ordinance" may be changed to "Section, or "Article" or other word.

Part 5: **EFFECTIVE DATE**
The provisions of this ordinance shall become effective March 15, 2020 in accordance with the laws of the State of North Carolina.

Adopted this, the 15st day of September, 2021.

Attested to:

Dick Sears, Mayor

Linda McKinney, Town Clerk

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

New Business

Title: Resolution for Town Attorney to petition court for compliance of the minimum housing ordinance.

Strategic Priority Area: Safe & Friendly

Staff Resource: Daniel Pope, Director, Code Enforcement, Andrew Rubley, Code Enforcement

Action(s):

Adopt Resolution 20-26 directing the Town Attorney to petition the Superior Court for an order directing owner to comply with Minimum Housing Standards.

Explanation:

- This agenda item was originally on Council's September 1, 2020 business meeting, but was deferred to ensure proper notification to the property owner and resident.
- Prior to Council deferring the agenda item to the September 15, 2020 Council meeting, Council member Kelly requested that this agenda item be pulled from Consent for further discussion. Staff has moved this item to New Business for discussion to occur.
- In accordance with Article IV, Section 6-121 of the Municipal Code, the purpose of Minimum Housing Standards is to protect the health, safety, and welfare of the residents of the town by establishing minimum standards for fitness and continued occupancy of all buildings used for human habitation as authorized by N.C.G.S. 160A-444.
- Article IV, Section 6-135 outlines the procedure for enforcement.
- Staff has found the structure located at 405 Bass Lake Road to be dilapidated and unfit for human habitation. Staff has been working to gain compliance since February 2020.
- The items noted in the minimum housing case include faulty electrical, deteriorating structural elements such as roof, flooring, and walls, and inadequate plumbing fixtures.
- After a hearing where the owners and occupants had notice, the Code Enforcement Officer prepared a written order to the owners of the property ordering them to comply with the minimum standards of fitness by the Town Code of Ordinances or alternatively to vacate and remove or demolish the structure. The ordinance allows the homeowner to appeal the order, and the time to appeal has expired.
- Because the owner has failed to comply with the Code Enforcement officer's order, the inspector is submitting to the Town Council a resolution directing the town attorney to petition the superior court for a court order directing such owner to comply with the order of the inspector, as authorized by G.S. 160A-446(g). The order will first ask for the court to compel compliance with repairs. In the event that fails the structure will need to demolished.
- Staff has attempted to provide assistance to owners by advocating to several non-profit organizations on their behalf.

Background:

- A charitable non-profit agency advised Town officials of a concern with a dwelling and its

condition for habitation located at 405 Bass Lake Road.

- February 7 - Code Enforcement investigated dwelling.
- February 12 - Notice of Violation and Hearing sent to property owner and occupants.
- February 21 - Delivered list of agencies for owner to contact for assisting of repairs.
- March 3 - Hearing conducted and Order of the Code Enforcement Officer issued.
- March 6 - Delivered Order to property owner and occupants.
- June 6 - Deadline for repairs by maximum time allowed in ordinance. Staff found no repairs have been made other than Holly Springs Fire Department installing smoke detectors and alarms.
- June 6 to current date - Staff has assisted owners to locate a funding source for repairs
- A more detailed timeline is attached for reference.
- As a whole, the town has been involved in 21 minimum housing cases since January 2019. To date, 16 of the 21 cases have been resolved and the remaining are actively being repaired except for the subject property.

Funding Source(s):

N/A

Attachment(s):

1. Resolution 20-26
2. Notice of Violation- pdf
3. Notice of Hearing pdf
4. Non Profit List
5. Order of Code Enforcement Official- pdf
6. Notes 405 Bass Lake Rd

THE TOWN OF

Holly Springs

Resolution No.: 20-26
Date Adopted: September 1, 2020
Effective Date: September 1, 2020

RESOLUTION OF THE TOWN OF HOLLY SPRINGS TOWN COUNCIL DIRECTING THE TOWN ATTORNEY TO PETITION WAKE COUNTY SUPERIOR COURT FOR AN ORDER DIRECTING OWNER OF 405 BASS LAKE ROAD TO COMPLY WITH THE ORDER OF THE CODE ENFORCEMENT OFFICER

WHEREAS, the municipal code of the Town of Holly Springs ("Town") Section 6-123 establishes minimum standards for residential structures, to assure the protection of the health and safety of the residents of Holly Springs;

WHEREAS, the Town was notified of possible code violations at 405 Bass Lake Road ("the Property"), on January 1, 2020;

WHEREAS, the Property was inspected for compliance with the minimum housing ordinance by the Town on February 7, 2020, and numerous violations were found. Notice of Violation and Notice of Hearing was sent to the owners and occupants of the Property on February 12, 2020;

WHEREAS, staff delivered lists of local agencies that might provide assistance in February, June, and July of 2020 and attempted to connect the owner with these agencies;

WHEREAS, a hearing was conducted on March 3, 2020 giving the owner and occupants a chance to speak on behalf of the property, at which an Order of the Code Enforcement Officer was entered, finding the structure to be dilapidated and unfit for human habitation, and directing the owner to comply with the minimum standards or else vacate and remove or demolish the structure by June 5, 2020;

WHEREAS, on June 6, 2020 no repairs had been completed, and owner/tenants stated that no repairs had been started other than the installation of smoke detectors;

WHEREAS, on July 8, 2020 the Code Enforcement Officer made a site visit and determined that there had been no progress made on the east site of the structure to get the property in full compliance with the trash and debris ordinance;

WHEREAS, staff continued throughout June and July to assist the owner/tenant to find sources of assistance to bring the property into compliance;

Office of the Mayor
P.O. Box 8 • 128 S. Main Street • Holly Springs, NC 27540 • www.hollyspringsnc.us
Email: dick.sears@hollyspringsnc.us

WHEREAS, on August 6, 2020 no applications for permits have been received by the Town for work to bring the Property into compliance;

NOW THEREFORE, BE IT RESOLVED by the Town Council to direct Town Attorney, pursuant to N.C.G.S. § 160A-446(g), to petition the Wake County Superior Court for an Order directing the Owner of 405 Bass Lake Road to comply with the Order of the Code Enforcement Officer of the Town of Holly Springs, dated March 4, 2020.

Adopted by the Holly Springs Town Council on this, the 1st day of September 2020.

Town of Holly Springs by

_____
Dick Sears, Mayor

ATTEST:

_____
Linda McKinney, Town Clerk

DRAFT

THE TOWN OF

Holly Springs

Code Enforcement Notice of Violation
PIN: 0659401777
Code Enforcement Case: 2020:00000006
Sent Via Hand Delivered

February 12, 2020

Violation of Town Code 6-123

Sarah McNeil
401 Bass Lake Rd.
Holly Springs, NC 27540

Re: Dwelling at 405 Bass Lake Rd.
Parcel #: 0659401777
Assessed Building Value: $0

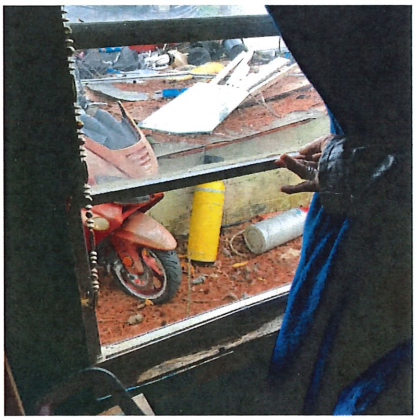
The Town of Holly Springs has a code, which sets minimum standards for residential structures. The purpose of this code is to assure the protection of the health and safety of the residents of our community.

The property referred to above was inspected on Friday, February 7th, 2020, to determine its compliance with the housing code. As a result of the inspection, it appears certain safety and health standards prescribed in the housing code are not being complied with and the dwelling may be unfit for human habitation if not corrected. Inspection results are as follows:

Exterior

Section 6-128 (c) *Windows and doors. Every window, exterior door, basement or cellar door and hatchway shall be substantially weather tight, water tight, and rodent proof and shall be kept in sound working condition and good repair.*

1) Front Entrance Windows:
   a) No screen on window. Windows must have screens to prevent insects and other pests from entering.



Section 6-128 (d) *Every inside and outside stair, porch and any appurtenance thereto shall be safe to use and capable to supporting the load that normal use may cause to be placed thereon and shall be kept in sound condition and in good repair.*

1) Deck located on side of the structure:
   a) Loose railing, unsecured feet, and rotten wood: Deck must be maintained so it will not break or collapse from everyday normal usage.

2) Missing or damaged balusters on screen porch.
   a) Must be in good working condition so it will not fail or collapse from everyday normal use.

Section 6-124 (g) *The roof, flashings, exterior walls, basement walls, floors, and all doors and windows exposed to the weather shall be constructed and maintained so as to be weather tight and watertight.*

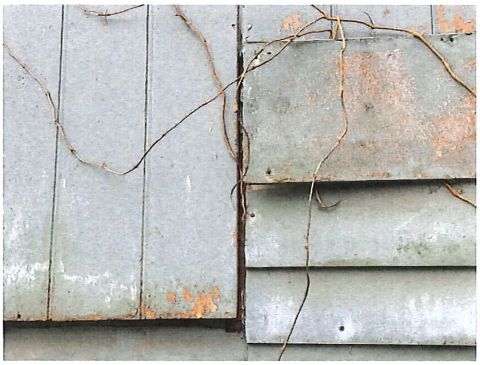
1. Roof:
   a) Part of roof has a tarp, which would indicate there is a hole in roof, which would indicate a leak(s) from inside ceiling. May also admit rodents and other unwanted vermin.

b) Eaves are rotten and in disrepair, which might admit rodents and welcome other unwanted animals.

Section 6-124 (a) *Walls or partitions or supporting members, sills, joists, rafters or other structural member shall not list, lean or buckle and shall not be rotted, deteriorated or damaged, and shall not have holes or cracks which might admit rodents.*

1. Structural member:

a) Structure has siding that is rotten and soft, which might admit rodents.

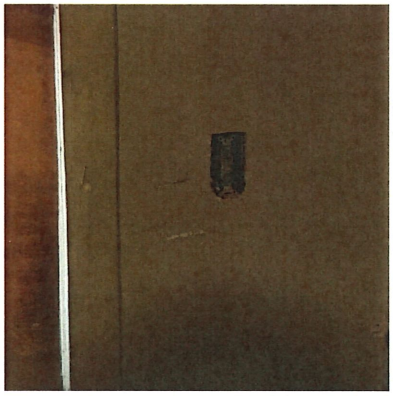
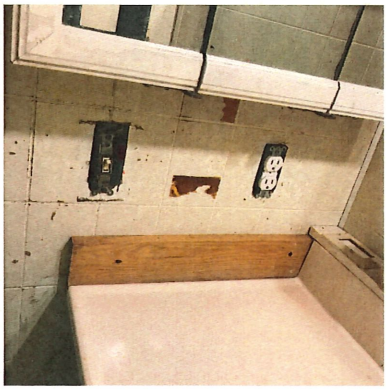


Interior

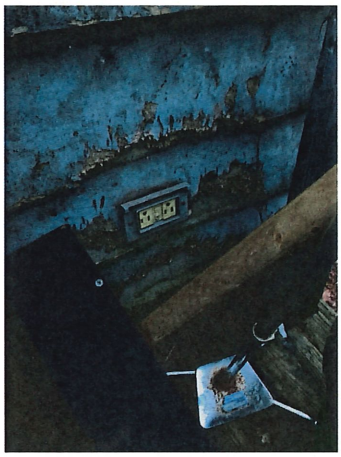
Section 6-125 (c) (3) *All fixtures, receptacles, equipment and wiring shall be maintained in a state of good repair, safe, capable of being used, and installed in accordance with the town electrical code.*

1. Kitchen, living room and bedrooms (throughout the home):

   a) Many places inside of the home have missing cover plates, the electrical equipment is not in good repair.

b) Outside receptacle is missing a cover guard. Receptacle must be protected against rain and other weather elements.



Section 6-124 (e) *Adequate facilities for egress in case of fire or panic shall be provided.*

1. Exterior door:
   a) Could not access or open exterior door(s) on sides of house at time of inspection.

2. Smoke Alarm
   a) There were no smoke alarms present at time of inspection. (Holly Springs Fire Department stated they installed five smoke detectors after the inspection on 2/7/20. Will inspect for verification at time of reinspection.)

Section 6-125 (a) (3) *All plumbing fixtures shall meet standards of the town plumbing code and shall be maintained in a state of good repair and in good working order.*

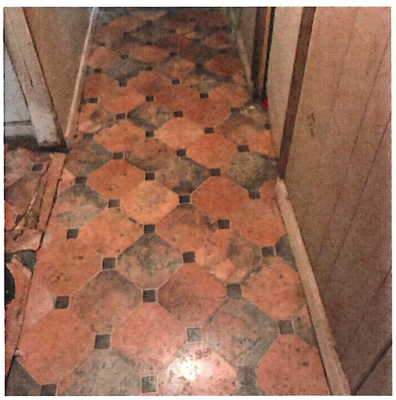
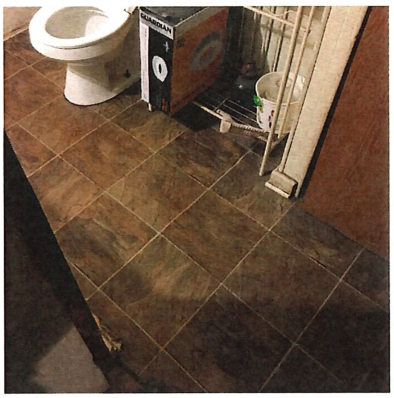
1. Plumbing System: Part of the plumbing system was not in operation at time of inspection.

    a) Bathroom sink did not function at time of inspection for unknown reasons.

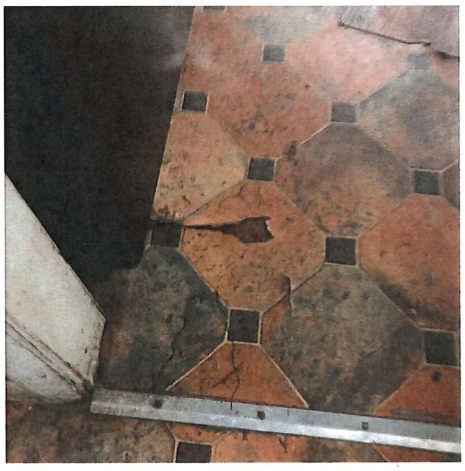
Section 6-128 (b) *Interior floors, walls, ceilings. Every floor, interior wall and veiling shall be substantially rodent proof; shall be kept in sound condition and good repair; and shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon.*

1. Flooring:

    a) Soft flooring throughout entire structure needs to be maintained in good working condition and safe to use. Must be capable of supporting a load from everyday normal use. Would advise getting a letter from a structural engineer that floor is in good safe working condition.

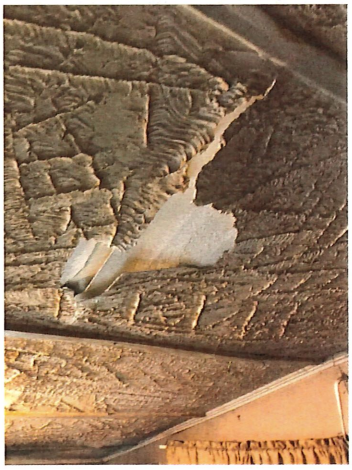



b) Flooring ripped up. Must be in a good condition to not cause a tripping hazard for occupant(s).



2. Ceiling:
   a) Large water stain on the ceiling in the kitchen. That would indicate that the roof may have a significant leak.

b) Ms. Stone stated ceiling leaks in the living room where photo was taken.



3. Walls
   a) Walls have holes or defects. They must be in good working condition and sound repair to keep rodents from entering.

Section 6-126 (c) *Bathroom and water closet room. Every bathroom and water closet compartment shall comply with the light and ventilation requirements for habitable rooms except that no window or skylight shall be required in adequately ventilated bathrooms and water closet rooms equipped with an approved ventilation system.*

1. Bathroom:
   a) Ventilation system not in working condition. There were no windows for ventilation and the fan was not in working condition to provide proper ventilation.

Should you have any questions regarding this Notice of Violation, please call me at 919-557-3907. I look forward to our discussion at the hearing.

Andrew J. Rubley
Code Enforcement/ Safety Officer
Town of Holly Springs
Phone: 919-557-3907

THE TOWN OF

Holly Springs

Code Enforcement Notice of Hearing
PIN: 0659401777
Code Enforcement Case: 2020:00000006
Sent Via Hand Delivered

February 12, 2020

Sarah McNeil
401 Bass Lake Rd.
Holly Springs, NC 27540

Re: Dwelling at 405 Bass Lake Rd.
Parcel Number: 0659401777

The Town of Holly Springs has a code, which sets minimum standards for residential structures. The purpose of this code is to assure the protection of the health and safety of the residents of our community.

The property was inspected on Friday, February 7, 2020 to determine its compliance with the minimum housing code. As a result of this inspection, it appears that there are multiple, substantial, safety and health standards prescribed in the Minimum Housing Code that are not being complied with as indicated on the enclosed inspection document. The dwelling may be unfit for human habitation, deteriorated, or dilapidated and is in violation of the Town Code.

Part of the Town's procedures to determine whether code violations exist is to give interested people the opportunity to provide information about their property. In order to help us make a determination about the condition of the property referenced above, a hearing will be held **on Tuesday, March 3, 2020 at 9:30am**, located at 128 South Main Street Holly Springs, NC 27540.

All owners and other parties of interest have the right to file and answer to the complaint, appear in person, or contact me at my office or in writing, or by telephone to show just cause why the house is in full compliance towards the Minimum Housing Code.

Should you have any questions regarding this Notice of Hearing, please call me at 919-557-3907.

Andrew J. Rubley
Code Enforcement/ Safety Officer
Town of Holly Springs

Non-Profit Organizations
Contact List

1. Centre for Homeownership & Economic Development Corporation https://homeownershipcentre.org/#services (919) 241-4718
   - **Services Provided**: Hurricane Disaster Recovery, Homelessness Counseling, Fair Housing Counseling, Affordable Housing Opportunities, Reverse Mortgage Counseling, Veteran Counseling
2. Consumer Educational Services, Inc. https://www.cesisolutions.org/ (866) 635-6189
   - **Services Provided:** Debt Management, Bankruptcy Counseling, Housing Counseling, Credit Counseling, Financial Education
3. DHIC, Inc https://dhic.org/ (919) 832-4345
   - **Services Provided:** Connect residents to resources that facilitate healthy living, increase educational opportunities and financial stability, and cultivate community cohesion.
4. Habitat for Humanity of Wake County https://www.habitatwake.org/ (919) 833-1999
   - **Services Provided:** Home Preservation Application
5. North Carolina Department of Health and Human Services: Independent Living Rehabilitation Program- Raleigh https://www.ncdhhs.gov/assistance/low-income-services/housing-home-improvement-assistance (919) 859-8301
   - **Services Provided:** Modifying home to meet individual needs, personal assistance services
6. Johnson- Lee- Harnett- Community Action, Inc. https://www.jlhcommunityaction.org/ (919) 934-2145
   - **Services Provided:** Rapid Rehousing: designed to house homeless individuals and/or families that HUD defines as people who are living in a place not meant for human habitation.
7. Raleigh Area Development Authority https://rada-nc.org/ (919) 807-8400
   - **Services Provided:** Predatory Lending Education Workshops, Budget Counseling, Financial Management, Mortgage Delinquency and Default Resolution Counseling, Fair Housing Pre-Purchase Education Workshops
8. Rebuilding Together of the Triangle https://www.rttriangle.org/ (919) 341-5980 (Ask for Shawnette)
   - **Services Provided:** Home Repair: Single Family Rehab Program
9. Reinvestment Partners https://reinvestmentpartners.org/ (919) 677-1000
   - **Services Provided:** Purchase/ Remove/ Renovate blighted properties
10. Resources for Seniors, Inc. http://www.resourcesforseniors.com/index.php (919) 872-7933 (Mark Valetta: 919-713-1540)
    - **Services Provided:** Urgent Repair Program
11. Wake County: (Arlene Vinson: avinson@wakegov.com 984-205-5702) http://www.wakegov.com/housing/Pages/homeownership.aspx
    - **Services Provided:** Elderly and Disabled Homeowner Grants**:** Modest repairs, program serves people who earn at or below 50% of the area median income
    - **Services Provided:** Emergency Grant Program**:** Emergency fixes include heating, well/ septic, roof and electrical. Earning at or below 40% of the median income ($30,640 family of 4).

12. Western Wake Crisis Ministry: http://wwcm.org/ (919-362-0657)

- **Services Provided:** HOME Project: Helping combat homelessness or individuals who are vulnerable to becoming homeless.

THE TOWN OF

Holly Springs

Order of the Code Enforcement Officer
PIN: 0659401777
Code Enforcement Case: 0000006
Sent Via Hand Delivered:

March 4, 2020

Sarah McNeil
401 Bass Lake Rd.
Holly Springs, NC 27540

Re: Dwelling at 405 Bass Lake Rd.
Parcel #: 0659401777
Building Assessed Value: $0

The property referred to above had a hearing conducted on Tuesday, March 3, 2020. The purpose was to determine its compliance with the minimum housing code and give interested parties a chance to speak on behalf of the property. Because of the hearing, it appears certain safety and health standards prescribed in the housing code are not being complied with.

Based on the foregoing FINDINGS OF FACT, the undersigned concludes that the structure(s) located at 405 Bass Lake Road. s been found to be dilapidated and unfit for human habitation. **You are hereby ORDERED to comply with the minimum standards of fitness established by the ordinance in Section 6-123, or else vacate and remove or demolish the structure(s).** You have until June 5, 2020 to come into compliance with the order.

The purpose of this code is to assure the protection of the health and safety of the residents of our community.

Should you have any questions regarding this Order, please call me at 919-557-3915.

Daniel J. Pope
Chief Code Enforcement Officer & Hearing Officer
Town of Holly Springs
128 S. Main St.
Holly Springs, NC 27540
Phone: 919-557-3915

Timeline 405 Bass Lake Rd.

Minimum Housing Case

August 6th, 2020

The Town has a housing ordinance which sets minimum standards for residences within the Town limits. The purpose of this ordinance is to assure protection of the health and safety of the residents of our community. Town staff received a notification for a possible minimum housing code violation at 405 Bass Lake Road by a community assistance program. This property also has other nuisance violations staff is working with the owners to gain compliance.

1. January 1, 2020
    a. Town was notified by phone about possible code violations within the structure by another agency supporting the tenants.
2. February 7th, 2020
    a. The property was inspected for compliance with the minimum housing ordinance.
    b. Town staff contacted HSFD to immediately install smoke detectors in the residence as part of their "PRIDE" program.
3. February 12,2020
    a. Notice of Violation and Notice of Hearing was sent to the owners and occupants.
4. February 21, 2020
    a. Staff delivered owners a list of 10 local agencies to contact that may provide some financial assistance for repairs.
    b. Staff is continuing to identify other possible solutions to assist the owners to obtaining compliance.
    c. Owners stated they contacted Habitat for Humanity and said they do not work on old manufactured homes.
5. March 3, 2020
    a. Hearing was conducted at 9:30am and gave the owner and occupants a change to speak on behalf of the property.
        i. Town staff issued an Order of the Code Enforcement Officer finding the structure to be dilapidated and unfit for human habitation.
        ii. Owner was directed to comply with the minimum standards or else vacate and remove or demolish the structure by June 5th, 2020.
        iii. Chief Code Enforcement Officer gave the maximum time allowed for compliance; 90 days.
6. March 6, 2020
    a. Staff delivered the Order of CEO to property owner and tenants.
7. May 28, 2020
    a. Staff asked permit and plans reviewer if they had received any permits for repairs. They said no.
8. June 6, 2020
    a. Compliance date per Order of the Code Enforcement Officer.

i. Property was found to not have compliance with any item other than smoke detectors HSFD installed.

9. June 8, 2020
    a. Staff contacted the owner/ tenants to identify progress.
    b. Owner/ tenants stated no items have been repaired nor started.
10. June 18, 2020
    a. Assistant Town Manager, Code Enforcement Director and Code Enforcement Officer had a meeting about next steps since structure is still non-compliant.
11. June 23, 2020
    a. Code Enforcement Officer reached out to Rebuilding Together of the Triangle and spoke with the Program Director.
        i. Program Director asked for some information and would look into case.
12. June 24, 2020
    a. Code Enforcement Officer reached out to Resources for Seniors. (Mark Valetta)
        i. Asked for information about Urgent Repair Program.
13. July 7, 2020
    a. Emailed Heather with Rebuilding Together of the Triangle.
        i. She stated that they received property owner/ tenant's application.
        ii. On waiting list.
        iii. Between 2-4 year wait period.
    b. Emailed Mark Valetta again (Resources for Seniors).
        i. No response to date.
14. July 8, 2020
    a. Code Enforcement Officer made a site visit.
    b. There has been no progress made on the east side of structure to get property in full compliance with trash and debris ordinance.
15. July 10, 2020
    a. Staff had a meeting with Sean Ryan (Planning and Zoning) to discuss issue of affordable housing.
        i. Mr. Ryan gave additional organizations to reach out to.
            1. Western Wake Crisis Ministry
            2. Arlene Vinson of Wake County
16. July 13, 2020
    a. Code Enforcement Officer spoke to Program Director or Wake County (Arlene Vinson) about the Emergency Grant Program and Elderly and Disabled Program.
        i. Program Director advised Andrew Rubley to have owners call them.
17. July 20, 2020
    a. Code Enforcement Officer notified owners/ tenants to call Wake County and speak to Ms. Vinson.
18. July 21, 2020
    a. Western Wake Crisis Ministry:
        i. Code Enforcement Officer called Western Wake Crisis Ministry and spoke to a social worker.
            1. They do not provide for an emergency home repair program.
            2. They can help pay a portion of overdue bills and can refer to other agencies for other assistance mechanisms.
    b. Staff called owner/ tenant

i. Gave new number for Arlene Vinson of Wake County.
ii. Owner/ tenant stated that Habitat for Humanity has since put them on a waiting list.
iii. No indication of time.

19. July 27, 2020
    a. Code Enforcement Officer, Code Enforcement Director and Assistant Town Manager had a meeting to discuss next steps to try and obtain compliance.
        i. Identify more ways to try and help owners/ tenants.
20. July 28, 2020
    a. Owner/ tenant called and provided an update.
        i. Ms. Stone said Habitat for Humanity put them on a waiting list for possible repairs. No timetable was given.
        ii. Ms. Stone said that she called and spoke to Arlene Vinson from Wake County.
        iii. They do not work on older manufactured homes.
        iv. Not on permeant foundation.
        v. Ms. Stone had an electrician stop by.
        vi. Ms. Stone had questions about an electrical permit.
            1. Staff told her the cost.
        vii. Ms. Stone said she would stop in Town Hall to pick up electrical permit on July 29, 2020.
    b. Code Enforcement Officer emailed Ms. Vinson of Wake County to verify statement by owner/ tenant.
        i. Ms. Vinson confirmed they do not work on manufactured homes if they are not on a permeant foundation.
21. August 6, 2020
    a. No electrical permit has been located in software.

End of Notes:

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 13.

New Business
Title: Ting Park Naming Rights Agreement Extension
Strategic Priority Area: Economic Prosperity & Diversity
Engaged, Healthy, & Active Community
Staff Resource: Daniel Weeks, Asst. Town Manager

Action(s):
Approve a one-year extension to the agreement with Ting, Inc. for naming rights at the North Main Athletic Complex and Stadium (currently operating as Ting Park and Ting Stadium) and include an option to renew for two additional years.

Explanation:
- Town staff and Ting Inc. representatives have been engaged in discussions to extend the naming rights agreement for the North Main Athletic Complex and Stadium, currently known as Ting Park and Ting Stadium.
- The extension of the current agreement would be for one (1) year for the amount of $110,000. In addition, the agreement includes an option to renew for a term of two (2) additional years at $130,000 and $140,000 respectively.
- The combined extension and renewal would be $380,000 for a new three (3) year period.
- Additional marketing initiatives include Ting providing free Wifi at the Park, which will be provided solely at the expense of Ting, Inc. The Town will still maintain its Wifi infrastructure for general government operations.

Background:
- In February of 2017 the Town entered into an agreement with Ting, Inc. for naming rights and sign placement at the North Main Athletic Complex and Stadium.
- The agreement term was for thirty-six (36) months from the date of the structural sign installation which was in November of 2017.
- Ting paid the Town $100,000 in year 1, $110,000 in year 2 and $120,000 in year 3. In addition, Ting paid 25% of the main marque sign and reimbursed the Town for all small non-permanent signs and banner at the park.

Funding Source(s):

Attachment(s):
1. Ting-Holly Springs Naming Rights Extension - FINAL

STATE OF NORTH CAROLINA	)	EXTENSION OF MOU
COUNTY OF WAKE	)	FOR PARK NAMING RIGHTS

This agreement to extend existing naming rights, ("Extension") is made, as of the last date of execution (the "Effective Date"), by and between Ting Fiber, Inc. ("Ting"), a corporation organized and existing under the laws of the state of Delaware, USA, with offices located at 96 Mowat Avenue, Toronto, ON M6K 3M1, Canada, and The Town of Holly Springs, a political subdivision of the State of North Carolina (the "Town") sets forth the understanding of Ting and the Town (collectively "Parties"), as follows:

WHEREAS, the Parties currently are bound by a memorandum of understanding ("MOU") dated January 23, 2017, whereby the Parties have agreed to allow Ting the exclusive right to name the Town's North Main Athletic Facility, assigning it the name "Ting Park and Ting Stadium"

NOW THEREFORE, in consideration of the foregoing, which forms the basis of the understanding of the Parties and is hereby incorporated by reference as if set forth herein, the Parties do hereby agree:

1) The terms and conditions of the MOU, including any conditions precedent, have been satisfied, are currently being satisfied, and the Parties agree that neither party is in default. The Parties agree that all reimbursements, executory provisions relating to prior payment, the construction of signs, sign holders, placards, and the like, are all satisfied and neither party has any continued obligation regarding construction, design, or permitting.
2) The term of the MOU commenced on November 9, 2017, upon the installation of the First Sign. Therefore, the expiration of the third year is November 9, 2020.
3) The Parties agree to extend the term of the MOU by one year to November 8, 2021. Ting shall have the option to renew for one (1) additional two-year term, so long as the Town does not receive written notice of cancellation by Ting prior to July 1, 2021.
4) The fee for extending the naming rights described herein are as follows:
    a. First year (November 9, 2020 until November 8, 2021)- Ting shall pay $110,000 within thirty days of the Effective Date.
    b. Second year (November 9, 2021 until November 8, 2022)- Ting shall pay $130,000 by November 1, 2021.
    c. Third year (November 9, 2022 until November 8, 2023) – Ting shall pay $140,000 by November 1, 2022.
5) Unless extended again, the naming rights shall expire on November 8, 2023, at which time Ting shall remove its sign(s) at its own expense.
6) Upon execution of this extension, Ting shall have the right to be the exclusive public wireless Internet access (aka "Wifi") provider to the Park. Upon Ting's written notice

that it is ready and able to begin services, the Town will withdraw its existing wireless/wifi capability and allow Ting to begin operations. The Town will only remove public Wifi access by disabling access to the public portion of the system. All wireless access points owned by the Town will remain and continue being utilized for general governmental operations. In the event that Ting Wifi is out of service for a period of four hours upon notification to Ting of said outage, the Town reserves the right to enable the Town's public Wifi until such time that Ting service is restored. Ting will strive to provide fair and equal access to the Internet through their Wifi and not require the entry of personal information for access to their service.

7) The Parties agree that in the event Ting rebrands or otherwise changes the name it wishes to associate with its rights under the MOU, it shall have the right to change the name and signage, at its own expense, subject to reasonable review and approval by the Town to ensure that naming and signage meets community standards.
8) The Parties agree that the executory terms of the MOU, not previously satisfied, continue in full force in effect. For clarity, those paragraphs are 2, 3, 4, 5, and 14 through 27.
9) Governing Law. This Extension and the rights and obligations of the Parties shall be governed by, and construed and interpreted in accordance with, the laws of the State of North Carolina, without regard to the conflicts of laws provisions thereof.
10) Representations, Warranties and Covenants. Each of Ting and the Town represents, warrants and covenants to the other as follows:
    (a) its execution and delivery of this Agreement has been duly authorized by all necessary actions;
    (b) it has obtained any consent or approval necessary for it to execute and deliver this Agreement; and
    (c) the execution and performance of the transactions contemplated by this Agreement and compliance with the respective provisions hereof shall not in any material respect conflict with or violate any provision of any agreement to which it is bound.
11) Notices. Each notice, request, demand, consent, approval or other communication required or permitted under this Agreement (collectively, "notices") shall be in writing and shall be deemed to be given if hand delivered with receipt therefor or sent by recognized overnight delivery service. Any such notice shall be deemed given when received or when delivery is refused. All notices addressed to (a) for the Town: Town of Holly Springs, 128 S Main Street, P.O. Box 8, Holly Springs, North Carolina, 27540, Attention: Town Manager; (b) for Ting: Ting Fiber, Inc., c/o Ting Networks, 96 Mowat Ave., Toronto, Ontario, M6K 3M1, Attention: Marketing Director; or, in the case of either clause (a) or (b), such other address or such other person as the addressee Party shall have last designated by notice to the sending Party.
12) Independent Contractors. The Town, on the one hand, and Ting, on the other hand, shall at all times be considered independent contractors with respect to each other,

and this Agreement shall not constitute an agency, partnership or joint venture relationship of any kind whatsoever between the Parties.

13) IN NO EVENT SHALL EITHER PARTY HERETO HAVE ANY LIABILITY TO THE OTHER FOR CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.
14) Indemnification. The Town shall indemnify, hold harmless and defend Ting and its affiliates from and against any liability or expense, including reasonable counsel fees, resulting from any claims for bodily injury, property damage or loss and any other claims based on any occurrence ARISING OUT OF ANY CLAIM FOR PERSONAL INJURY AGAINST TING at NMAC or the operation of NMAC and not arising due to the willful misconduct or negligence of Ting or any of its agents or employees.
15) Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their successors and permitted assigns. This Agreement may not be assigned by either Party hereto without the prior written consent of the other Party, which consent may be granted or withheld in the sole discretion of such other Parties; provided, however, that Ting may assign this Agreement and its rights and obligations hereunder to a third party (a) along with the disposition of substantially all of the assets of Ting, or (b) in connection with a merger, acquisition or other business combination involving the Ting.
16) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
17) Amendments; Waivers. No amendment or modification of this Agreement shall be valid unless the same is in writing and signed by the Town and Ting, or their respective successors or assigns. No waiver of any of the provisions of this Agreement, or any other agreement referred to herein, shall be valid unless in writing and signed by the Party against whom it is sought to be enforced.
18) Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one instrument. Any facsimile of an executed counterpart of this Agreement shall have the same effect as the original executed counterpart.
19) Entire Agreement. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other agreements, understandings and discussions between the Parties with respect to the subject matter hereof. The Parties agree that there are no agreements between them, written or oral, relating to the subject matter hereof, other than as set forth in this Agreement.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and agreeing to be legally bound hereby, the Town and Ting have executed this Agreement as of the dates set forth below.

Town of Holly Springs	**Ting Fiber, Inc.**
By: _____	By: _____
Name:	Name:
Title:	Title:
Date: _____	Date: _____

Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 14.

New Business

Title: Downtown Village District Small Business Development Grant Program (previously known as the Downtown Development Investment Program).

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

Staff Resource: Irena Krstanovic, Director, Economic Development, Anna Murphy, Economic Development

Action(s):

Motion to approve the Downtown Village District Small Business Development Grant Program (previously known as the Downtown Development Investment Program).

Explanation:

- The purpose of the Downtown Village District Small Business Development Grant Program is to stimulate development in the Downtown Village District through sharing in expenses related to public infrastructure and/or reimbursement of certain development fees.
- This action evolves the downtown village district grant program and targeted business sectors.
- Strategic project features, such as job creation, private investment, historic preservation, environmental sustainability, and public art will also correlate to eligible investment amounts.
    - Job Creation: Job creation will be based on the number of jobs created at the time of request for reimbursement which must be within 6 months of project receiving CO.
    - Private Investment: An applicant must share their construction estimates sealed by a professional engineer for the Committee to evaluate.
    - Historic Preservation: Preservation of historical artifacts, materials, or landscapes that relate directly to the site and/or Rehab/preservation of a historic structure.
    - Environmental Sustainability: Examples include Environmental Site Design, i.e. storm water management, low impact development, native landscaping and/or inclusion of Green Building Design, i.e LEED, Energy Star, etc.
    - Public Art: Creation of new art that contributes to the Downtown Village District character and/or outdoor public art that directly relates to historical elements of the site or Town.
- The grant program process has also been streamlined for applicants.
- This revised policy directly supports the Council's Strategic Plan Priority Areas of Economic Prosperity & Diversity and Responsible & Balanced Growth.

Background:

- The Downtown Development Incentive Policy was created to stimulate job creation, private investment, and overall economic growth to the Downtown Village District.

- The policy was originally approved by Council in 2008 and updated in 2013.
- The Mayor & Council received a briefing on potential updates to the Downtown Development Incentives policy at the May 12, 2020 Council Workshop.

Funding Source(s):

Attachment(s):

1. SBDG Final Policy 9.9.20

	P-033.02 **Downtown Village District Small Business Development Grant Program**	
	Prepared By:	Daniel Weeks, Irena Krstanovic, Anna Murphy, Sean Ryan, Rachel Jones
Holly Springs, N.C.	Department:	Administration, Economic Development, Planning & Development Services, Utilities & Infrastructure Services
Policy & Procedure Statements of the Holly Springs Town Council	Date Approved by Council:	**Update**
	Effective Date:	**Update**
	Supersedes Old #:	P-033 & P-033.01
	Old Effective Date:	January 28, 2013

DRAFT

1. PREAMBLE:

The Town of Holly Springs (the "Town") Town Council (the "Council"), have determined that the general welfare of the residents of the Town is directly benefited by a vibrant and growing geographic center of the Town, defined by the Town as the "Downtown Village District" as specified in the Town's Comprehensive Plan, Vision Holly Springs, Section 1, Land Use & Character, Village District Area Plan. The Council understands that stimulating private sector investment, economic growth, and job creation in the Downtown Village District is essential to the economic vitality of the Town as a whole. This policy supports the Council's 2020-2021 Strategic Plan goals which include the following:

a. Economic Prosperity & Diversity:
   - Enhance, attract, and engage diverse economic development opportunities
   - Create a vibrant downtown center
   - Seek partnerships to drive economic development

b. Responsible & Balanced Growth
   - Plan, maintain, and invest in infrastructure
   - Support land use planning and policies that provide for sustainable and economic growth while balancing small town characteristics

- Promote sustainability initiatives to protect natural resources and preserve community historical and environmental assets

The Council further determines that it may be necessary to encourage or stimulate certain development in the Downtown Village District because of challenges to development or limiting real estate market forces. To this end, for projects located within the Downtown Village District, the Town will consider, on a case by case basis, specific Small Business Development Grants (SBDG), through which the Town may share in the expenses related to public infrastructure (i.e. necessary roads, on-street parking, sidewalks, street furnishings, water lines, sanitary sewer lines and/or stormwater features) and/or reimburse certain fees associated with development to stimulate development and small business growth in the Downtown Village District.

2. POLICY PURPOSE:

The purpose of this Policy is to establish a structured and consistent means for the provision of SBDG through Town investment. Such proposals must have a significant and positive effect on the economic health of the community and be in compliance with sound public policy principles which, at a minimum, meet the following criteria:

a. Provide for an increase and diversification in the existing tax base of the Town, with a target objective of delivering a satisfactory return on the Town's investment, taking into account investment, new jobs created and intangible contributions to the Downtown Village District.
b. Are memorialized by written contractual agreements with the Applicant involved, binding it to minimum levels of performance described in this policy.
c. Are compliant with existing laws and provide for openness and transparency to the extent possible, such as those laws governing economic development incentive grants under N.C.G.S. §158-7.1.

3. SBDG COMMITTEE:

This policy creates a SBDG Committee ("Committee") made up of the following members: Town Manager, two Assistant Town Managers and Directors of the following Departments: Planning & Development Services, Economic Development, Parks & Recreation, Utilities & Infrastructure Services, and an at-large member, the Small Business Program Manager. The Committee shall perform the following minimum activities which are managed by the Small Business Program Manager: advertise the program and its benefits to the community, screen applicants based on the criteria established by this policy, recommend to the Council those Applicants meeting the criteria (the "Applicants"), formulate and recommend to Council agreements with such successful Applicants, execute agreements approved by Council, and monitor compliance.

4. SBDG PROGRAM PARAMETERS:

4.1 Method for Determining Eligibility

In determining whether to award a SBDG the Committee will first evaluate if the project is located within the boundaries of the Downtown Village District. The Committee will then assess if the Applicant is part of one or more of the following required SBDG target industries, as described further in the application, the Town wishes to attract to the Downtown Village District:

a. Information Technology
b. Innovation & Entrepreneurship
c. Tourism, Hospitality, Arts & Culture
d. Healthcare

4.2 Criteria used to Determine Grant Amount

For projects meeting the minimum criteria, the amount of SBDG, if provided, will be recommended by the Committee, and determined by the Council in its sole discretion, with consideration of the following criteria:

a. Job Creation
b. Private Investment
c. Historic Preservation & Environmental Sustainability & Public Art

4.3 Breakdown of Town Investment

SBDG shall be limited to the following Town investment, which is determined based upon how the project meets performance criteria utilizing the guidelines specified in this Policy and adopted by the Council.

a. New Construction:
   - Reimbursement of Town Development Fees

b. Residential to Commercial Conversion:
   - Reimbursement of Town Development Fees

     and/or…

   - 50% of public infrastructure costs or $25,000, whichever is less (contingent on available budgeted funds)

4.3.1 Fee Reimbursement Breakdown

Job Creation Breakdown: up to 40%

New Jobs Created	% Fee Reimbursement
1 - 5 employees	10%
6 - 10 employees	20%
11 - 15 employees	30%
16+ employees	40%

For a job to be considered in the calculation, it must generate a wage above the Wake County average wage. Number of jobs created to be determined after receipt of Certificate of Occupancy (CO). Job creation and average wage amount to be calculated at the time of request for reimbursement which should come in writing to the Town within 6 months of receipt of CO.

Private Investment Breakdown: up to 30%

Percentage Change in Value	% Fee Reimbursement
100% - 199%	10%
200% - 299%	20%
300%+	30%

This value will be determined by taking the assessed value at the time of the application (property and/or building) and calculating the percentage change using assessed value and the private capital investment for the project. Private capital investment will be determined and confirmed by sealed engineering estimates provided to the Committee by the Applicant at the time of application submittal.

Historic Preservation & Environmental Sustainability & Public Art: up to 30%

Historic Preservation & Environmental Sustainability & Public Art	% Fee Reimbursement
A. Preservation of historical artifacts or materials that relate directly to the site and/or B. Preservation of historical landscapes that relate directly to the site (i.e.Rare plant species, specimen trees as defined in the UDO, and/or a unique natural feature) and/or C. Outdoor public art that directly relates to historical elements of the site or Town or celebrates the cultural heritage OR creation of new art that contributes to the Downtown Village District character and/or D. A unique building design element	10% (atleast 2)
A. Rehab/preservation of a historic structure that has no intent of pursuing a National Historic Register or Historic Landmark designation (must be guaranteed through a façade easement) and/or B. Environmental site design i.e. storm water management, low impact development, native landscaping	20%

A. Rehab/preservation of a historic structure with the intent of National Historic Register designation or Historic Landmark designation (must be guaranteed through a façade easement) and/or B. Inclusion of Green building design (LEED, Energy Star, etc.)	30%

Each project will be considered separately and individually utilizing the guidelines specified in this Policy and adopted by the Council. These guidelines shall be subject to periodic review and may be modified, amended or terminated, due to changed economic conditions, competitive considerations, or other reasons at the Council's discretion. In the event of any modification, amendment, or termination of these guidelines, any SBDG to which the Town previously committed will not be affected.

5. FORM OF TOWN INVESTMENT:

The Town of Holly Springs SBDG program does not consist of a standard set of grants or credits. Each fiscal year, the SBDG program may receive funds obligated from the Town's general fund. These funds are not guaranteed and change each year based on the budget needs of the Town. On a case by case basis, the Town will consider contributions to qualifying projects, as funds are available, for required infrastructure such as roads, on-street parking, sidewalks, street furnishings, water lines, sanitary sewer lines and/or stormwater features, and/or reimbursement of certain Town development fees such as:

a. Planning & Development Services Fees
b. Utilities and Infrastructure Fees
c. Parks & Recreation Fees

6. PROCEDURE FOR GRANT CONSIDERATION:

The following procedure will be utilized in considering a project for a SBDG:

a. The Applicant requesting SBDG shall, after receiving Council approval of development plans, submit a request on the forms specified by the Committee to the Small Business Program Manager.
b. The Small Business Program Manager shall notify the Committee and schedule a meeting to review the request during a subsequent Development Team meeting. The Applicant may attend to present their case if they so choose.
c. If the Applicant expresses interest to attend the Committee meeting, the Small Business Program Manager shall notify the Applicant of the date and time of the Committee meeting and notify the Committee.
d. The Committee shall review the information submitted, interview the Applicant, upon the Applicant's request, and recommend to the Town Manager for or against the request for SBDG and their recommended performance criteria for the recipient to meet.

e. The Town Manager shall review the information submitted by the Applicant and the written recommendation from the Committee and respond with his/her recommendation during a follow up meeting with the Small Business Program Manager and Assistant Town Managers.
f. If the Town Manager recommends providing SBDG, then the Small Business Program Manager shall notify the Town Attorney.
g. The Town Attorney shall review the request for conformance with this policy and all state and/or other regulations regarding such and prepare a draft agreement including recommended performance criteria which shall ensure the timely completion of the project and protect the Town's investment for the Committee to review.
h. The Committee shall negotiate the terms of such agreement with the Applicant. Such discussions are negotiations only, inasmuch as the Council has the sole discretion and authority to finally agree to such SBDG as determined during the negotiation phase or modify the offer at their discretion.
i. If the SBDG involves a reimbursement of Town development fees or expenditure of Town funds, then at a time agreeable to the applicant, given its confidentiality concerns, the Small Business Program Manager shall provide public notice and schedule the public hearing regarding the proposed incentives in accordance with the requirements of N.C. Gen. Stat. §158-7.1. Otherwise, the SBDG will be considered by the Council at a public meeting.
j. Upon completion of the terms of the SBDG and draft agreement by the Town Attorney and Committee, the Small Business Program Manager shall submit the request draft agreement including the performance criteria and recommendation to the Council. The Council will make a decision as to whether to approve the terms of the SBDG agreement, modify the terms or deny the SBDG.
k. Upon Council approval, a SBDG agreement will be executed which contractually binds the Town to make the investment, provides that the Applicant meets the performance criteria to which they mutually agreed in a manner agreed to between the Town and the Applicant, and provides for default mechanisms for the Applicant's failure to meet criteria.
l. The Applicant will provide periodic verification of its compliance with the requirements to which it has agreed. Periodic verification shall be a written letter sent to the Small Business Program Manager, reporting the status of the project at a time period of 3, 6, and 12 months after signing of the Agreement, and/or upon completion of all public infrastructure projects, and at the receipt of CO. Staff will inform Council of the final closeout of the project.

7. CONCLUSION:

All SBDGs will be considered on a project-by-project basis, pursuant to these guidelines. By adopting these guidelines, the Council is not obligated to grant any SBDG. These guidelines are not retroactive to any project which has been announced prior to the adoption of these guidelines. These guidelines are effective upon adoption by the Council.

End of Policy Statement No. P033.02

I, Linda McKinney, Town Clerk of the Town of Holly Springs, certify that this is a true and accurate copy of a policy statement adopted by the Holly Springs Town Council on _____, following a motion by Councilman _____, a second by _____ and a carrying vote of _____.