



Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of December 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.

RECOGNITIONS

5. Introduction of NC District 37 Representative-Elect Erin Pare

REQUESTS AND COMMUNICATIONS

6. Holly Springs Police Department Annual Report for 2020

PUBLIC HEARINGS

CONSENT AGENDA

7. Approve the minutes of the December 1, 2020 Business Meeting and the December 8, 2020 workshop meeting.
8. Janitorial services contract for town facilities and extending contract for COVID day portering activities for multiple facilities through March 2021.

NEW BUSINESS

9. Resolution Authorizing Eminent Domain to Acquire Utility Easements for the Carolina Springs Force Main

UNFINISHED BUSINESS

10. Resolution for Town Attorney to petition court for compliance with the Minimum Housing Ordinance

OTHER BUSINESS

11. Council Committee Report on Landfill Odor Mitigation Efforts

MANAGER'S REPORT

CLOSED SESSION -

ADJOURNMENT

In accordance with ADA regulations please contact the Town Clerk's office at least 48 hours before the meeting to request an auxiliary aid or service needed to participate in this meeting:

linda.mckinney@hollyspringsnc.us 919-557-3900



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 5.

Recognitions

Title: Introduction of NC District 37 Representative-Elect Erin Pare

Strategic Priority Area: Organizational Excellence

Staff Resource:

Action(s):

Mayor Sears introduction of Representative-Elect, Erin Pare.

Explanation:

- Ms. Pare is a Holly Springs resident and recently served as a member of the Holly Springs Board of Adjustment, serving as its vice chair. She has also served as PTA president at Holly Ridge Elementary School.
- Ms. Pare grew up in Herndon, Virginia and graduated with a M.A. in International Commerce and Policy and a B.A. in Governmental International Politics from George Mason University.
- Ms. Pare is a member-elect of the North Carolina General Assembly representing the state's 37th House district.

Background:

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Requests & Communications

Title: Holly Springs Police Department Annual Report for 2020

Strategic Priority Area: Safe & Friendly

Staff Resource: Paul Liquorie, Police Chief

Action(s):

Receive presentation on the Holly Springs Police Department Annual Report. No further action is required.

Explanation:

- This report will contain information from the Holly Springs Police Department (HSPD) on:
 - Awards and Achievements
 - Technology Updates
 - Crime Trends
 - Demographic Information
 - Overview of Community Engagement

Background:

- The HSPD has endeavored to produce a presentation for the Town Council and community that provides information and increases transparency concerning Holly Springs' current crime data, traffic stop enforcement data, and other elements of the HSPD law enforcement operations.
- HSPD plans to deliver this presentation annually with updated statistics and information.

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Consent Agenda

Title: Approve the minutes of the December 1, 2020 Business Meeting and the December 8, 2020 workshop meeting.

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Approve the minutes of the Council's business meeting held December 1, 2020, and the workshop meeting held December 8, 2020.

Explanation:

- Minutes in draft form are attached for the Council's review.
- If there are any corrections, please call the Town Clerk at 919-557-3900 in advance of Tuesday night's meeting so that corrected versions of the draft minutes can be circulated for review before adoption of the Consent Agenda.

Background:

Funding Source(s):

N/A

Attachment(s):

1. 12.1.20 minutes- draft
2. 12.8.20 minutes-draft



MINUTES

The Holly Springs Town Council met in regular session on Tuesday, December 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 in the Chamber as the meeting opened.

Council Members Present physically: 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*; John Schifano, *Town Attorney*; Linda McKinney, *Town Clerk* (recording the minutes); Cassie Hack, *Director Communications and Marketing*; Mark Andrews, *Communication and Marketing*; Jeff Wilson, *Director, IT*; Mathew Mutter, *IT*; Kathy White, *Deputy Town Clerk*; Melissa Sigmund, *Development Services*; Daniel Colavito, *Utilities and Infrastructure*; Aaron Levitt, *Utilities and Infrastructure*; Beth Trautz, *Development Services*; Emmily Tiampati, *Development Services*; Corey Petersohn, *Finance*.

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Pastor Bill Rose, of Oasis Church.

4. Agenda Adjustment: The December 1, 2020 meeting agenda was adopted with changes, if any, as listed: none.

Motion: Berry
Second: McGrath
Vote: Unanimous

Public Comment: Public Comment was requested in writing prior to the meeting. The following number of comments was received and provided to the Council prior to the meeting: one comment requesting the oak tree at Rhamkatte Village be saved.

Requests and Communications

5. Holiday Events Update

Cassie Hack, Director Communications and Marketing, gave an overview of the Holiday Events planned in Town to take the place of the events which had to be cancelled, such as the Parade and Main Street Christmas, due to COVID 19. The Happy Holly Days Tree Trail at Ting runs December 10 - 12, the Decoration Drive-Through from Dec 13 to 25, Polar Express Drive-in Movie at Sugg Farm on December 11th at 7 pm; and letter to Santa through December 13th. Tree lighting will be Thursday Dec 10th and will be livestreamed on Facebook at 6 pm. The Holly Springs Fire Department will drive Santa around Holly Springs throughout the month of December, starting December 7th. His schedule will be posted on the Town web site. Note in the Pocket gifts are being collected at Town Hall through Friday, December 4th.

Public Hearings

6. Voluntary Annexation A20-07, 1637 Avent Ferry Road

Melissa Sigmund, Development Services, said that a petition had been received for annexation of 2.218 +/- acres in the vicinity 1637 Avent Ferry Road. It is a single-family residential property. Annexation is requested in order to connect to Town water and sewer. The property is owned by Sharon and Greg Griffin.

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 A20-07, annexing 2.218 +/- acres owned by Sharon and Greg Griffin.

Moved by: Villadsen

Second by: Berry

Vote: Unanimous

A copy of Annexation Ordinance A20-07 is attached to these minutes.

Consent Agenda

The Council passed a motion to approve all items on the Consent Agenda. The motion carried following a motion by MPT Berry, a second by Councilwoman Kelly and a unanimous vote. The following actions were affected:

7. Minutes – The Council approved minutes of the Council business meeting held November 17, 2020.

8. Position Reclassifications - The Council approved the requested reclassifications and title changes resulting from Departmental Realignments.

9. Calendar Year 2021 Town Council Meeting Schedule - The Council adopted the Calendar Year 2021 meeting schedule.

A copy of the 2021 meeting schedule is attached to these minutes.

10. Avent Ferry Road Realignment - The Council approved Mead & Hunt Design/Survey contract Change Order #3 in the amount of \$280,012.00, and budget amendments transferring \$180,012.00 from contingency to project account, and \$100,000.00 from interfund loan to project account. *A copy of the budget amendment is attached to these minutes.*

11. Green Oaks Parkway/New Hill Road Signal – The Council approved the project budget of \$373,000 for the installation of a new galvanized metal traffic signal at Green Oaks Parkway/New Hill Road, authorized the Town Manager to execute Construction Engineering & Inspections, and Contract Administration contracts with DRMP in the amount of \$35,095.00 and Signal Construction contract with Fulcher Electric in the amount of \$245,234.90. Council also approved a budget amendment transferring \$84,500 from Developer Fee-in-lieu account 48-819 320.10 to project account 48-819, and \$46,500 from project account 48-819 355.22 to Street Reserves account 22.95. *A copy of the budget amendment is attached to these minutes.*

12. The Block on Main Master Sign Plan – The Council approved the Master Sign Plan for The Block on Main.

NEW BUSINESS

13. Revisions to Code of Ordinances Chapter 8 Environment, Articles V-VIII and Adoption of Drainage Policy P-047

Daniel Colavito, Utilities and Infrastructure, said that in order to enact changes to the Town's Stormwater Program Management Fee, as adopted by Council in the FY 2020-21 budget, the ordinance needs to be revised to reflect the updated billing model. He outlined the revisions, including terminology changes in order to remain consistent with State agencies, changes due to the departmental reorganization, provision of new Equivalent Residential Unit (ERU) equal to 2,930 square feet, establishment of credits and exemptions, and a process for appeals and variances. There is also language to clarify the review committee makeup.

The new ERU and fee structure means that a residential property pays a flat \$5.20 per month. Non-residential users will pay based on the number of ERUs on the parcel, with each ERU equal to \$5.20 per month.

Mr. Colavito said that Policy P-047 addresses the Town's approach and responsibility as it relates to repair and/or improvements to storm drainage infrastructure on private property. The policy would establish weighting criteria to prioritize projects based on available funding. It also outlines the Town's expectation of any resident/business owner that receives assistance.

He outlined the outreach the Town has engaged in to inform the Town's nonresidential property owners, and what steps will be taken going forward to inform and educate property owners. He said that feedback to this point has been positive.

Councilman McGrath asked Mr. Colavito to outline how this gets Holly Springs closer to alignment with other municipalities. Mr. Colavito said that this fee starts to move us in the direction of the size of town that we are heading towards being, anticipating growth to allow us to provide service in line with other municipalities. Randy Harrington, Town Manager, said that one of the best practices that Council heard during their retreat, and articulated to staff, was the gradation of residential fees. This is an intermediate step to get us to that point. Staff will continue to work on this over the next several years. Mr. Colavito said this program is designed to fund itself so that the town can keep up with the required maintenance.

MPT Berry asked if the ERU matches existing nonpermeable limits on residential properties. Mr. Colavito said that the ERU is based on an aggregate of impervious of all existing homes, rather than matching current limitations.

Mr. Harrington thanked Mr. Colavito and his team, the Communications and Marketing team, the Economic Development team, and Assistant Town Manager Scott Chase, who have been working on this for several years. And he pointed out the useful feature on our website where businesses can identify their property and get an estimate of what their January bill will be.

Action: Motion to adopt revisions to Town of Holly Springs Code of Ordinances Chapter 8 Environment, Articles V-VIII and to adopt new Drainage Policy, P-047.

Moved by: Kelly

Second by: McGrath

Vote: Unanimous

Copies of Ordinance 20-07 and Policy P-047 are attached to these minutes.

14. Traffic Calming and Neighborhood Safety Program

Aaron Levitt, Utilities and Infrastructure, said the purpose of this item was to review the Traffic Calming and Neighborhood Safety policy. He thanked Council for setting aside money in the budget to cover these types of measures. He said the purpose of the policy was to more equitably address resident concerns regarding neighborhood safety issues. The Town receives from 300-400 requests for traffic related situations in a typical year. In 2020 there have been 500-600 requests. A public input survey was participated in by over 170 residents and ranked the three top issues as speeding, pedestrian safety, and signage and striping. Public input on speed humps revealed that

41% think the Town should not utilize speed humps, 14% want speed humps to be utilized and think the costs are worth the benefits, and 45% see both sides of the issue. Mr. Levitt explained how the slowed response time for emergency vehicles that speed humps cause could affect our ISO rating.

Mr. Levitt said that 81% believe that the Town should accept contributions from neighborhood HOAs towards traffic calming improvements, and 64% of respondents believe that the Town should set aside a portion of its traffic request budget for projects in communities in need.

Mr. Levitt said that the highest number of enforcement requests involve speeding in neighborhoods. Data shows that radar signs are one of the most effective tools at speed reduction. Staff will be utilizing these as traffic calming measures and traffic sensors. Staff would like to move from the portable radar signs the Police deploy to more permanent radar signs. HOAs and residents can install their own purchased radar signs in the Town's right of way, with Town approval.

He said that staff had worked with Communications and Marketing to create a way for residents to send a request for a traffic calming measure via the web page, by email, by phone, or by coming to Town Hall.

Mayor Sears asked how much the radar signs cost. Mr. Levitt said they range from \$3,500 to \$10,000 depending on features. The Town would like to purchase mobile units to collect data. Mayor Sears said he was more and more nervous about people parking on both sides of the street that makes it difficult to drive through the neighborhood. He requested a conversation with Kendra Parrish, Executive Director of Utilities and Infrastructure and Aaron Levitt about this. MPT Berry said he would be interested in such a conversation and also about whether HOAs can enforce parking restrictions. Mr. Levitt said that partnering with HOAs is included in the policy.

Councilwoman Kelly asked about the existing speed humps, given the reasons not to have them. Mr. Levitt there were some installed several years or so ago. In some extreme situations, where pedestrian safety is very important, you might need to have them. He said the goal of the policy is to be flexible and staff would listen. Councilwoman Kelly asked if staff would revisit existing ones and consider removing them. Mr. Levitt said staff had not, because of the heavy pedestrian use in the locations where those speed humps are. He said he would look into them and report back on whether removing them would be indicated. Mr. Harrington said that from a policy standpoint, the default is that speedhumps are not desired. There are a variety of other tools we can use to achieve the same outcome. There might be specific situations where an "elevated crosswalk" type speed hump might make sense. But as a default position we want to avoid them.

Councilwoman Kelly asked if residents can still call the nonemergency police number to report concerns. Mr. Levitt said that whatever way people report a concern, it goes into the same online system and receives the same attention. Councilwoman Kelly asked Communications and Marketing to make sure there is a key word search for other terms in addition to "traffic calming" and to put a link on the Transparency Portal as well so that people can find it easily.

Councilman Wolff asked Mr. Levitt to explain to the public why the Town can't just put stop signs everywhere. Mr. Levitt explained that there are warrants that need to be met before a stop sign or four-way stop is installed. If an intersection meets the warrants, you can install it and feel good about it. But stop signs installed that are not warranted can create situations that cause more accidents because the traffic flow is disrupted.

Councilman Villadsen asked if the radar signs would be permanent. He said it was hard to imagine them in a neighborhood, next to houses. Mr. Levitt said there will be a few different types of radar signs utilized. First, those installed by the Town, to collect data for a few weeks, the Holly Springs Police Department trailers which will be in a location for a few weeks. Then HOAs request permanent signs because they do reduce speeding by making people aware of their speed. The permanent ones are smaller, with a solar panel. Councilman Villadsen asked if there were guidelines as to where they could be placed. Mr. Levitt said staff would work with the community to place them in high speeding areas on property lines or other places that will not negatively impact the neighborhood.

Councilman McGrath asked Mr. Levitt to speak about roads that are under the Town's control as opposed to those controlled by NCDOT, or still controlled by the developer. Mr. Levitt said that this policy applies to town-maintained roads. On state-maintained roads it would have to

be addressed outside of this policy. For developer-maintained roads, Utilities and Infrastructure will work with Development Services and plan ahead particularly on connector roads between subdivisions. People in subdivisions that are still under development might not know that their roads haven't been adopted by the Town and if they call staff would inform them of that. Councilman McGrath asked for a map on the webpage that shows whether roads were Town roads, state roads, etc. Mr. Levitt said he could provide a link to the NCDOT maps.

Action: Motion to amend the Town's Engineering Design and Construction Standards to include Traffic Calming and Neighborhood Safety Policy.

Moved by: Wolff

Second by: McGrath

Vote: Unanimous

A copy of the traffic calming policy is attached to these minutes.

Randy Harrington thanked Council and Mr. Levitt for the work on this policy that has been going on for the last year to year and a half. He specifically thanked Council for designating money in the current budget to address some of these measures.

15. Resolution to Temporarily Relax Commercial District Light and Sign Ordinances for Holiday Lights

Beth Trautz, Development Services, said the purpose of this item is to help Holly Springs businesses spread a little holiday cheer during the COVID-19 pandemic holiday season by relaxing the commercial district light and sign ordinances for holiday lights. The current UDO allows single-strand of horizontal lights and prohibits wind-blown devices and inflatables. These are prohibited for safety reasons to avoid blocking sidewalks, and to keep debris from blowing into streets and parking lots and impacting traffic. Staff is working on a UDO rewrite and this will be looked at as part of that rewrite. Historically, the Town has enforced these restrictions. Resolution 20-45 is a one time resolution effective December 1, 2020 – January 15, 2021 and relaxes enforcement of UDO Section 7.02.C.1.a Holiday Decorations, Lights; and section 7.03.C.5 Windblown Devices. Since the Happy Holly Days parade had to be cancelled, this will allow businesses to contribute to holiday cheer in Town.

Councilman McGrath mentioned that residents should check with their HOAs in case their restrictions are more strict. John Schifano, Town Attorney, said that the Town does not have regulations on residential holiday displays, this would be a commercial resolution, and if Council wants to incorporate it into the future UDO they can do so. Councilwoman Kelly applauded staff for thinking of this in this difficult year.

Action: Motion to approve Resolution 20-45 to temporarily relax the enforcement of regulations regarding holiday displays for commercial properties.

Moved by: McGrath

Second by: Wolff

Vote: Unanimous

UNFINISHED BUSINESS

16. Comprehensive Transportation Plan Steering Committee

Emmily Tiampati, Development Services, said that Council had approved the designations of ten members of the Comprehensive Transportation Plan (CTP) Steering Committee at their last meeting. One of those designees has declined to serve and a new name will need to be put forward, and the remaining 5 positions need to be filled. She reminded the public that the Comprehensive Transportation Plan is a multi-modal plan including pedestrian, bicycle, public

transit, and street/highways. The process started in October 2020 with the adoption of the plan anticipated in early 2022. She said that the CTP Steering Committee will consist of members with technical expertise and local knowledge and experience. She asked Council to nominate members for the Holly Springs Advocacy Group/Club Senior position, Town Council representative, Van Pool/Bus Rider, a Holly Springs high school student, a senior resident at large, and a resident at large.

Mayor Sears opened the nominations and the following were made:

Councilmember: Shaun McGrath

Council consensus was to appoint Councilman McGrath to the committee

Van Pool/Bus Rider: no nominations were made. John Schifano said that there is a librarian who rides the bus daily, but she lives in Apex. Council decided that they want someone who lives in Holly Springs to serve on the Committee. Ms. Tiampati said that this category was just a recommended one, and if Council cannot recommend someone they could change the category. Mayor Sears asked if staff knew of anyone and Ms. Tiampati said she did. Councilman McGrath suggested that someone in a carpool might be a good choice for this category also. Consensus of Council was for staff to select someone for this category.

High School Student: Tay Abebe and Brian Wright were nominated. There was equal support for both, and Council decided to appoint both of them to the committee.

Senior Resident at Large: George Kimble was nominated and chosen by consensus.

Resident at large nominations were:

- Cheri Lee
- Jimmy Cobb
- Chet Vanfossen
- Devin Cofield
- Jahmar Cobb
- Danny Bronsen

A voice vote confirmed Pastor Jahmar Cobb as the unanimous choice of Council.

Council's appointees for the CTP Steering Committee are as follows:

No.	First Name	Last Name	Group	Company
1	Alex	Rickard	Technical Advisor	CAMPO
2	Baohong	Wan	Technical Advisor	VHB Town's contracted TIA 3rd party reviewer
3	David	Stallings	Residential Developer	Shenandoah Homes/ Capital Properties/Capital Grading
4	Erin	Convery	Technical Advisor	GoTriangle
5	Jackie	Miller	Holly Springs Advocacy Groups/Clubs	Holly Springs Cyclist
6	Jonathon	Keener	Non-resident developer	ABCZ Properties/ Trustwell
7	Rick	Madoni	Planning Board	Planning Board
8	Ryan	Monteleone	Holly Springs Advocacy Groups/Clubs	Holly Springs Run Club
9	Gould	Susan	Holly Springs Advocacy Groups/Clubs	Holly Springs Senior Physical Activity Groups
10	Edwin	Fenner	Technical Advisor	NC DOT
11	Shaun	McGrath	Town Council	Town Council
12			Van Pool/Bus Rider Rep	Delegated to staff to find someone
13	Wright	Brian	HS High School Student	

	Abebe	Tay		
14	Kimble	George	Resident at large - Senior	
15	Cobb	Jahmar	Resident at large	

OTHER BUSINESS

Mayor Sears said that there have been 29,029 cases of COVID 19 in Wake County, with 289 deaths, and 805 cases in the 27540 zip code, and 2 deaths since March. He said he was proud of our zip code for doing so well.

Councilman Wolff said that Governor Cooper spoke today about vaccine distribution. We could see vaccine distributed in the next few weeks, starting with healthcare workers, then residents of nursing homes, and then moving on to at-risk populations. He spoke about the County grading system, and said Wake County is a “yellow” county, which is not no cases, but is lower than others. He talked about the SlowCOVIDNC app which makes contact tracing easier for the Health Department, and reminded people to answer their phone in case a contact tracer was calling them. He reminded residents to keep indoor events small and wear masks when out of their homes.

MPT Berry said he had sent a proposed timeline for Clerk and Attorney performance reviews and asked for his colleagues’ responses on the proposed timeline.

Councilwoman Kelly asked about the oak tree at Rhamkette and whether it would be addressed in a quasi-judicial proceeding so that she could inform residents of the proper way to have their voices heard. Staff will report to Council on this matter in the next Friday Briefing. She thanked staff for the Historic Marker erected at the Holly Springs Elementary School, and the ceremony on November 22nd, and she thanked Doris Battle for her passion for our history that made this happen.

Councilman McGrath gave update from Triangle J COG. Their staff is looking at resiliency programs for municipalities, from an economic perspective. He asked them to look into personal resiliency programs. Councilman McGrath then asked the people of Holly Springs to check on their friends and neighbors who might be going through a tough time this holiday season.

Mayor Sears said he has never seen this Town light up with decorations the way it has this year. Everywhere you go in Town there are beautiful light displays.

MANAGER’S REPORT

Randy Harrington, Town Manager, said he had two items. First, over the past couple of years he has been impressed with staff’s efforts to rethink the ways they engage with the community. Before COVID there was great momentum. Since COVID we have had to adjust to virtual forums and he wanted to thank those residents who participate. There are two virtual opportunities coming up.

- Holly Springs Rd Widening on Dec 3, from 5:30 - 7; and
- Parks and Recreation Master Plan on Weds. Dec 16, from 6:30 – 8.

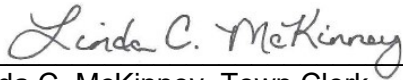
Links to both meetings are on the website, and he encourages people to log in and participate

CLOSED SESSION: None.

John Schifano, Town Attorney, informed Council that former Assistant Town Attorney, Paul Allen took a job in Fayetteville. He wished Paul the best, and said that he was working to find his replacement.

Adjournment: MPT Berry made a motion to adjourn at 8:15 pm. It was seconded by Councilman Villadsen and passed with a unanimous vote.

Respectfully Submitted on Tuesday, December 15, 2020.

A handwritten signature in cursive script that reads "Linda C. McKinney". The signature is written in dark ink and is positioned above a horizontal line.

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, December 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 four Councilmembers and the Mayor were present as the meeting opened.

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

Council Members Absent: Mayor Pro Tem Dan Berry

Staff Members Present in the room: Randy Harrington, Town Manager; Linda McKinney, Town Clerk (recording the minutes); Daniel Weeks, Assistant Town Manager; Antwan Morrison, Finance Director; Jeff Wilson, IT Director; John Schifano, Town Attorney; Kimberly Keyes, Utilities and Infrastructure; Melissa Sigmund, Development Services; Cassie Hack, Director, Communications and Marketing.

2. Workshop Overview

Staff Resource: Randy Harrington, Town Manager

Mr. Harrington gave an overview of the items on the agenda.

3. Town Hall Space Optimization

Staff Resource: Kimberly Keyes, Utilities & Infrastructure, said that staff would share with Council a recommended conceptual design that would improve the customer experience, maximize currently under-utilized areas, and create new collaboration space in Town Hall. In 2019 the Town hired Creech & Associates to complete a 20-year Space Needs Assessment and Master Plan for Town Hall functions. They recommended renovations and new construction in five potential phases to manage the anticipated staff growth over the next twenty years. The FY20-21 Community Investment Plan includes funding for optimizing space on the first floor of Town Hall. Tonight's discussion will center around renovation of the Development Services space. Ms. Keyes introduced Natalie Stenger & Brent Green from Creech & Associates, who were attending via video conference.

Ms. Stenger outlined how this plan would improve the customer service experience, maximize the use of space and maintain the character of Town Hall. The plan would add additional office/work station space in Development Services, make the Development Services lobby accessible from either entrance, and create COVID-safe workspaces. The proposed plan increases usable square footage from 2,730 to 2,824. The cost of these renovations is projected to be \$306,194. The approved budget was \$205,920. Ms. Stenger outlined the benefits that the increased scope of work would provide for that additional \$100,274.

Randy Harrington, Town Manager, said that the original funding was from a restricted account that can only be used for these types of projects. He recommended that the additional funding come from previously budgeted Village Condo purchase funds to compete Town Hall Phase 1 space optimization, which is also from this restricted account.

Council discussed how much extra space this plan would provide, and how far out it would allow the Town to push the construction of a new building. They discussed the flexibility

of work and collaboration spaces, and what storage would be moved to the basement, the type of furnishings and how much of the current furniture could be repurposed.

4. Unified Development Ordinance (UDO) Issues Identification & Analysis and Recommendations

Staff Resource: Melissa Sigmund, Development Services, said the UDO rewrite process was kicked off last summer. She said that the purpose of tonight's discussion was to put some ideas to Council for further discussion at the retreat and later workshops. No action is requested at this time. She introduced the consultant, Craig Lewis from Stantec.

Mr. Lewis gave an overview of the process, starting with public engagement, the Land Use and Character Plan goals, and Document Review and Recommendations. He made suggestions on how the UDO could be made easier to read and understand. He suggested changes in nomenclature. He then suggested changes in uses permitted by right in Commercial/Mixed-use areas, and suggested simplifying options to increase flexibility. He discussed the parking standards and the trends around parking nationwide. He recommended adjusting thresholds for decision making so that only legislative decisions and subdivisions with community-scale impact go to Town Council, with others being approved by staff or Planning Board. He suggested establishing a Design Review Board and merging the Planning Board and Board of Adjustment, with the possibility of expanding the size of the Planning Board. He suggested encouraging greater use of conditional zoning with rezoning and the conceptual plan bound together.

Council discussed whether this plan would provide for more different housing types and greenspace preservation. They identified issues around commercial development and parking requirements that they felt needed more discussion, and how to use language that doesn't result in so many requests for exceptions. It was determined that a more comprehensive conversation would be held at the retreat.

5. Annual Retreat Agenda Development

Staff Resource: Randy Harrington, Town Manager

Randy Harrington, Town Manager discussed a possible agenda and schedule for the February 2021 Mayor and Council retreat. Friday would be Creating the Community We Desire, Building the Road Map, Managing the Funding Plan. He suggested having speakers from the SOG, or neighboring Towns with similar sized jurisdictions. Friday morning would begin with Trends and Best Practices in Municipal Planning, followed by refinements and/or updates to the Strategic Plan. Saturday would finish the Strategic Plan discussion, metric results and the community survey, and Saturday would continue with discussion of the FY2021-22 Budget, including COVID impacts and other potential key budget considerations. One thing that has become evident to him was that we need a Town-wide position/pay classification study, where an outside consultant comes in. Many municipalities do this about every ten years and he thinks it would be a good idea for Holly Springs.

Mr. Harrington then outlined some potential topics for future Council workshops.

Suggestions for discussion from Council included discussing reducing the size and complexity of regulations in the UDO rewrite, tying the discussions into making a better story for economic development to use when selling the Town, discussing sustainability and life-cycle costs, and bringing in partners to assist with Town projects. Mr. Harrington said he would bring a final draft of the agenda to Council's January workshop.

6. Open Discussion:

Council discussed when to discuss the Landfill Committee's report. Consensus was to make it part of the December 15th agenda in the regular meeting.

Randy Harrington, Town Manager, said that given where the trends are going with COVID, including among employees and spouses of employees, he wanted to know the consensus of Council, for their meetings for the rest of December and January. Consensus was to go to a hybrid type meeting in January with Council and limited staff in the Chamber, other staff coming in just long enough to make the necessary presentations, and all other staff and the public attending remotely only.

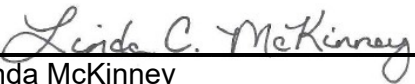
Councilwoman Kelly said the group working to deliver meals to those in need will be distributing ham and roast beef along with other food. She said they are open to having more volunteers, and to let her know if you are interested. Also, the Council Tree at the Ting Park Tree Trail will be decorated tomorrow evening. It's looking great and is a great event for charity.

7. Closed Session: none

8. Adjournment:

Motion to adjourn was made by Councilman Villadsen second by Councilman Wolff, and passed with a unanimous vote. The December 8, 2020 workshop meeting of the Holly Springs Town Council was adjourned at 7:50 pm.

Respectfully Submitted on Tuesday, December 15, 2020.



Linda McKinney
Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Consent Agenda

Title: Janitorial services contract for town facilities and extending contract for COVID day portering activities for multiple facilities through March 2021.

Strategic Priority Area: Safe & Friendly

Staff Resource: Scott Chase, Asst. Town Manager

Action(s):

1. Approve janitorial services contract for Town Hall, Holly Springs Fire Station #1, Public Works and the Uteley Creek Water Reclamation Facility through June 30, 2021 and continue COVID day portering activities for multiple facilities through March 2021.
2. Authorize the Town Manager to extend COVID mitigation day portering activities at pricing consistent with the current contract past March 2021 if warranted by COVID conditions in the community and Town workplace.

Explanation:

- Watts Cleaning, the janitorial services for Town Hall, Holly Springs Fire Station #1 (administrative offices - public area) and Public Works facility has given notice that they will be ending janitorial services for the Town as of December 11, 2020.
- Staff has requested the janitorial services of ARL through June 30, 2021, until an Request for Proposals (RFP) can be prepared and new vendors evaluated for a longer term contract. Currently, ARL provides cleaning to the Law Enforcement Center as well as handles the daily COVID portering services (e.g. wipe down of surfaces, etc.).
- As a result of selecting ARL for these services, the contract amount exceeds the Manager's authority for approval, thus requiring approval from Town Council.
- Staff is requesting approval of the contracts for janitorial services and continuation of portering activities in the total amount of \$65,552.20.

Background:

- Of the public facilities managed by Buildings and Facilities, janitorial services are provided in the following facilities: Holly Springs Fire Station #1 (administrative offices - public area), Town Hall, Public Works, Uteley Creek Water Reclamation Facility (administrative building) and Law Enforcement Center.
- COVID portering activities are anticipated to continue through at least March.
- An RFP and evaluation of vendors for a longer term janitorial contract will be conducted in spring 2021.

Funding Source(s):

Town Council Business Meeting
December 15, 2020

Various departmental operating budgets

Attachment(s):

1. Day porter contract Holly Springs 01012021 threw 03312021
2. Janitorial contract Holly Springs Town Hall, WWTP, FR#1, Public Works



ARL Building Service, Inc., Janitorial Agreement

This Agreement ("Agreement") is made as of the 10th day of December 2020 ("Contract Date") by and between ARL Building Service, Inc. ("ARL") and Town of Holly Springs ("Company" or "Town"). The parties agree as follows:

I. Purpose

Company desires and ARL is willing to perform Day Porter services 9:00am-2:00pm at the Company's location(s): All Town building facilities, including but not limited to Town Hall, LEC, Cultural Center, and other Town own buildings deemed necessary.

This Agreement is freely entered by and between Company and ARL, and Company has had an opportunity to review it and fully understands and agrees to the requirements, obligations and terms set forth herein. The Agreement will be performed pursuant to the terms set forth herein

Town Hall
Law Enforcement Center
Public Works
HSFR 1 & 2

Each location would need only the following to be daily sanitized:

All accessible entry and exit door handles
Restroom doors and interior fixture handles
Railings
Elevator Buttons

Staff and Equipment

ARL shall at all times enforce strict discipline and good behavior amongst its employees and shall take all steps necessary to ensure that they are familiar with and abide by all safety and other rules. ARL shall provide competent and adequate maintenance personnel, and shall assign an experienced supervisor responsible for the property for the duration of this agreement. All personnel shall be required to wear clean uniforms while on site, with the company emblem for identification.

II. Specifications

a. Insurance and Licensing.

ARL: _____

Company: _____

ARL shall furnish liability Insurance in the amount of Two Million Dollars (\$2,000,000.00). ARL shall furnish to Company a copy of a Certificate of Insurance including general liability listing Owner as an insured.

ARL shall provide all licenses, permits, and insurance necessary to perform services outlined within this Agreement.

b. Indemnification.

ARL shall indemnify and hold the Company harmless against all acts of ARL, negligent, intentional, malicious, or otherwise, including the duty to provide a legal defense.

ARL shall maintain all Material Data Safety Sheets for any products used by its employees on site at whichever Town facility they are working.

c. Default and Remedies.

If any dispute arises under this Agreement, including, but not limited to, collection actions for past due amounts owed under the Agreement, the breaching party shall reimburse the non-breaching party for all costs and expenses, including reasonable attorneys' and paralegals' fees and court costs incurred in connection with the non-breaching party's exercise of its rights under this Agreement.

e. Term and Termination

The term of this Agreement shall be for January 1, 2021 through March 31, 2021, this Agreement may only be terminated for non-performance as set out below.

Non-performance is defined as the failure, neglect or refusal to perform any act outlined in the Cleaning Schedule. Before any termination for non-performance is effective, the terminating party must give the other party written notice specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, ARL, at its election, shall have one (1) day in which to cure the defect in performance to the reasonable satisfaction of Client. In the event the defect is not satisfactorily cured at the end of the next day from the effective date, the terminating party shall provide written notification to the other party of the failure to satisfactorily cure the defect. This Agreement shall then terminate immediately.

All notices between Client and ARL shall be in writing and deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipted delivery to the address as stated in this Agreement. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective.

This is of the essence for all notices required under the terms of this Agreement.

f. Payment

Company shall pay the fees specified herein, due and payable on a "Net 15 Days" basis. Additionally, Company shall pay to ARL any sales, use, excise, or other taxes or governmental charges (except income taxes) arising from this Agreement. Late payments shall be subject to an interest charge at the rate of 2% per month or the maximum amount allowed under North Carolina law, whichever is highest.

Invoicing is on the 1st of each month service is provided, with payment due on the 15th of the month.

Acceptable forms of payment are checks drawn on business accounts; cashier's or bank checks, wire transfers or automatic debits to an account designated by ARL. Personal checks or other forms of payment are not acceptable without written permission obtained from ARL in advance of the due date for payment.

ARL: _____

Company: _____

Credits for holidays recognized by Company were pre-determined as part of the monthly charge herein. No other adjustments will be made for those holidays.

The amount to be paid by Company may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount or frequency of service to be rendered. Such modifications shall be binding only if in writing and signed by both parties.

In the event payment for services is not received within thirty (30) days from the date such payment is due, ARL Services may suspend services to Company until such payment is received. Suspension of services by ARL Services under this Section shall not deprive ARL Services of any of its remedies or action for payment of services or other rights.

g. Governing Law

ARL and Company shall comply with and abide by all laws, rules, and regulations of federal, state, and local governments.

Any disputes arising under this Agreement or affecting serviced premises shall be governed by and in accordance with the laws of North Carolina, and venue shall rest with the court of general jurisdiction located in Wake County. If any provision of this Agreement is deemed unenforceable (in whole or in part) by a Court of competent jurisdiction, the parties agree that such Court shall amend or delete such provision so as to effectuate the intent of such provision and of this Agreement to the maximum extent that is enforceable.

h. Successors and Assigns

Neither party hereto shall assign all or any part of this Agreement without the other party's prior written consent (which consent shall not be unreasonably withheld) except that either party may assign this Agreement (i) to any corporate affiliate of the assigning party without the prior consent of the other party hereto, provided that the assigning party remains the guarantor of all the assignee's obligations hereunder, (ii) without the prior consent of the other party hereto in connection with the sale of all or substantially all of the assigning party's assets or equity interests, and (iii) to any lender without the prior consent of the other party hereto where such assignment serves as collateral for security purposes. All of the terms of this Agreement shall be binding upon and inure to the benefit of the parties' permitted successors and assigns.

i. Default and Remedies

In the event of default in payment or violation of any material term of this Agreement, the exclusive remedy for damages shall be in the form of lost profits and the non-breaching party shall have the right to discontinue service. Additionally, if Company defaults within the initial contract term of the Agreement, ARL shall have the right to discontinue service, and remove ARL-owned equipment/supplies. The breaching party shall reimburse the non-breaching party for all costs and expenses, including reasonable attorneys' and paralegals' fees and costs, incurred in connection with the non-breaching party's exercise of its rights under this Agreement.

j. Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises or warranties (express or implied) whether verbal or written. Except for specifications set forth in exhibits which are and signed by both parties and attached hereto, no modification of this Agreement shall be valid unless made in writing and signed by both parties.

Both parties agree that they have fully reviewed and discussed the terms of this Agreement, with the attached Cleaning Schedule, and acknowledge that the terms reflect the

entire Agreement of the parties and it supersedes all prior representations and understandings of the parties.

k. Notices

All notices required to be sent by either party shall be in writing and shall be sent by a nationally recognized overnight delivery service or certified mail postage prepaid to the respective addresses set forth beneath their signatures below.

l. Prohibition against sex offenders. ARL is being granted access to the Town's park system and/or town facilities (collectively "Facility") during hours of operation. ARL hereby agrees that it shall not employ or otherwise allow to perform any aspect of the Contract any person who is a registered sex offender for any scope of work requiring such employee or contractor of ARL to access any area of the Facility. ARL shall have an affirmative duty to ensure compliance with this section by checking the state and national registry for sex offenders against any employee, agent, contractor, subcontractor, officer, director, or any person that shall in any way perform under this contract. ARL shall check the registry initially and periodically during the term of the Contract as often as necessary to ensure compliance with this section at all times. ARL additionally agrees to indemnify and hold the Town harmless for any act or omission that may arise out of the operation of the Contract, or any parole agreement among the parties that arise from, directly or indirectly, the ARL's failure to ensure compliance with this section. This indemnification includes a duty to provide a legal defense.

m. No Partnership. ARL shall at all times be an independent contractor of the Town and at no time shall any partnership or joint venture shall be created or assumed. The parties agree that the work described herein, if properly performed according to the contract, is not inherently dangerous. Other than compliance with the contract, the Town has no ability to dictate the methods or means by which ARL or its employees or subcontractors perform its work. ARL shall maintain workers compensation insurance, if required by law, for its employees or subcontractors, at all time during the term of this agreement.

n. Fees

- **Day Porter Service:** 9am-2pm Monday-Friday 5 days per week, 5 hours per day.
- \$36.00 per hour
- \$900.00 per week
- January 1, 2021-March 31, 2021, 5 days per week minus holidays (63 days) \$11,340.00
- Cost not to exceed \$11,340.00

ARL:

Company: _____

[Signature]

By: _____

Title: _____

Bert Magee

Address: _____

ARL: _____

Company: _____

Title: President

Address: 12 Crosswinds Estates Dr.
Pittsboro, NC 27312
Phone 919-270-1149

City-State, ZIP: _____

Phone: _____ Fax: _____

CLEANING SCHEDULE

ARS Shall provide 1 employee of ARL to work diligently and expeditiously each day to wipe down and clean solid surfaces of the Town Facilities, paying particular attention to those areas open to and accessible by members of the public. Cleaning shall mean the following:

Town Hall
Law Enforcement Center
Public Works
HSFR 1 & 2

Each location would need only the following to be daily sanitized:

All accessible entry and exit door handles
Restroom doors and interior fixture handles
Railings
Elevator Buttons

FEDERAL GUIDELINES APPLY TO THIS PROJECT:

41 CFR Ch 60

This is a Federally assisted construction contract.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall

ARL: _____

Company: _____

include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant

further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(8) This contract may be cancelled for the convenience of the Town.

(9) The Contractor agrees to comply with the Copeland "Anti-kickback" Act.

(10) The Contractor agrees to comply with the Davis-Bacon Act.

(11) Contractor agrees to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

(12) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(13) Contractor warrants to the Town that Contractor is not on the federal debarment or suspension list at all times relevant to this contract.

(14) Contractor warrants to the Town that that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

(15) Contractor warrants that it was not involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals for this project.

Agreed to by Contractor/Bidder:

By: _____ (Print Name and Title)

Date: _____

Signature: _____

ARL: _____

Company: _____

ARL: _____

Company: _____



ARL Building Service, Inc., Janitorial Agreement

This Agreement ("Agreement") is made as of the ___ day of _____, 20__ ("Contract Date") by and between ARL Building Service, Inc. ("ARL") and Town of Holly Springs ("Company"). The parties agree as follows:

I. Purpose

Company desires and ARL is willing to perform cleaning services at the Company's location(s): Town Hall 128 S Main Street; Public Works 101 Thomas Mill Rd.;FR#1 700 Flint Point Ln.; WWTP 128 S Main St. Holly Springs NC. 27540.

This Agreement is freely entered by and between Company and ARL, and Company has had an opportunity to review it and fully understands and agrees to the requirements, obligations and terms set forth herein. The Agreement will be performed pursuant to the terms set forth herein and as specified in the Detailed Contract Specification (attached as **Exhibit A**), which is made a part hereof, and by reference is incorporated herein.

II. Staff and Equipment

ARL shall at all times enforce strict discipline and good behavior amongst its employees and shall take all steps necessary to ensure that they are familiar with and abide by all safety and other rules. ARL shall provide competent and adequate maintenance personnel, and shall assign an experienced supervisor responsible for the property for the duration of this agreement. All personnel shall be required to wear clean uniforms while on site, with the company emblem for identification.

III. Specifications

a. Insurance and Licensing.

ARL shall furnish liability Insurance in the amount of Two Million Dollars (\$2,000,000.00). ARL shall furnish to Company a copy of a Certificate of Insurance including general liability listing Owner as an insured. ARL shall provide all licenses, permits, and insurance necessary to perform services outlined within this Agreement

b. Indemnification.

Company agrees to indemnify and hold ARL harmless from any and all personal and/property damages claims, with the exception of damages caused by or resulting from

ARL: _____

Company: _____

the negligent acts of ARL and its agents/employees. However, liability for such negligent acts is expressly limited to the amount specified in the Certificate of Insurance.

c. Non-solicitation.

During the course of this Agreement or for a period of six months following its termination for any cause, Company shall not solicit employment of any ARL employees, independent contractors or sub-contractors.

d. Default and Remedies.

If any dispute arises under this Agreement, including, but not limited to, collection actions for past due amounts owed under the Agreement, the breaching party shall reimburse the non-breaching party for all costs and expenses, including reasonable attorneys' and paralegals' fees and court costs incurred in connection with the non-breaching party's exercise of its rights under this Agreement.

e. Term and Termination

The term of this Agreement shall be through June 30, 2021. Otherwise, this Agreement may only be terminated for non-performance as set out below.

Non-performance is defined as the failure, neglect or refusal to perform any act outlined in the Cleaning Schedule. Before any termination for non-performance is effective, the terminating party must give the other party written notice specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, ARL, at its election, shall have fifteen (15) days in which to cure the defect in performance to the reasonable satisfaction of Client. In the event the defect is not satisfactorily cured at the end of the fifteenth (15th) day from the effective date, the terminating party shall provide written notification to the other party of the failure to satisfactorily cure the defect. This Agreement shall then terminate fifteen (15) days from the date of the second notice.

All notices between Client and ARL shall be in writing and deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipted delivery to the address as stated in this Agreement. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective.

This is of the essence for all notices required under the terms of this Agreement.

f. Payment

Company shall pay the fees specified herein, due and payable on a "Net 15 Days" basis. Additionally, Company shall pay to ARL any sales, use, excise, or other taxes or governmental charges (except income taxes) arising from this Agreement. Late payments shall be subject to an interest charge at the rate of 2% per month or the maximum amount allowed under North Carolina law, whichever is highest.

Invoicing is on the 1st of each month service is provided, with payment due on the 15th of the month.

Acceptable forms of payment are checks drawn on business accounts; cashier's or bank checks, wire transfers or automatic debits to an account designated by ARL. Personal checks or other forms of payment are not acceptable without written permission obtained from ARL in advance of the due date for payment.

Credits for holidays recognized by Client were pre-determined as part of the monthly charge herein. No other adjustments will be made for those holidays.

The amount to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount or frequency of service to be rendered. Such modifications shall be binding only if in writing and signed by both parties.

ARL: _____

Company: _____

In the event payment for services is not received within thirty (30) days from the date such payment is due, ARL Services may suspend services to Client until such payment is received. Suspension of services by ARL Services under this Section shall not deprive ARL Services of any of its remedies or action for payment of services or other rights.

g. Governing Law

ARL and Company shall comply with and abide by all laws, rules, and regulations of federal, state, and local governments.

Any disputes arising under this Agreement or affecting serviced premises shall be governed by and in accordance with the laws of North Carolina, and venue shall rest with the court of general jurisdiction located in Chatham County, the state and county where ARL maintains its principal place of business. If any provision of this Agreement is deemed unenforceable (in whole or in part) by a Court of competent jurisdiction, the parties agree that such Court shall amend or delete such provision so as to effectuate the intent of such provision and of this Agreement to the maximum extent that is enforceable.

h. Successors and Assigns

Neither party hereto shall assign all or any part of this Agreement without the other party's prior written consent (which consent shall not be unreasonably withheld) except that either party may assign this Agreement (i) to any corporate affiliate of the assigning party without the prior consent of the other party hereto, provided that the assigning party remains the guarantor of all the assignee's obligations hereunder, (ii) without the prior consent of the other party hereto in connection with the sale of all or substantially all of the assigning party's assets or equity interests, and (iii) to any lender without the prior consent of the other party hereto where such assignment serves as collateral for security purposes. All of the terms of this Agreement shall be binding upon and inure to the benefit of the parties' permitted successors and assigns.

i. Default and Remedies

In the event of default in payment or violation of any material term of this Agreement, the exclusive remedy for damages shall be in the form of lost profits and the non-breaching party shall have the right to discontinue service. Additionally, if Company defaults within the initial contract term of the Agreement, ARL shall have the right to discontinue service, and remove ARL-owned equipment/supplies. The breaching party shall reimburse the non-breaching party for all costs and expenses, including reasonable attorneys' and paralegals' fees and costs, incurred in connection with the non-breaching party's exercise of its rights under this Agreement.

j. Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises or warranties (express or implied) whether verbal or written. Except for specifications set forth in exhibits which are and signed by both parties and attached hereto, no modification of this Agreement shall be valid unless made in writing and signed by both parties.

Both parties agree that they have fully reviewed and discussed the terms of this Agreement, with the attached Cleaning Schedule, and acknowledge that the terms reflect the entire Agreement of the parties and it supersedes all prior representations and understandings of the parties.

k. Notices

All notices required to be sent by either party shall be in writing and shall be sent by a nationally recognized overnight delivery service or certified mail postage prepaid to the respective addresses set forth beneath their signatures below.

ARL: _____

Company: _____

1. **Fees**

- Public works \$1,234.20
- WWTP \$1,234.20
- FR#1 \$1,234.20
- Town Hall \$4,042.00
- **Total Janitorial Service:** Monday through Friday, 5 days a week, except legal holidays. \$7,744.60 per month this price includes all labor, equipment, chemicals.
- Paper, Plastic, and Soap will be provided by The Town of Holly Springs.

ARL:

Bert Magee

Title: President

Address: 12 Crosswinds Estates Dr.
Pittsboro, NC 27312
Phone 919-270-1149

Company:_____

By:_____

Title:_____

Address:_____

City-State, ZIP:_____

Phone:_____ Fax:_____

ARL: _____

Company: _____



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

New Business

Title: Resolution Authorizing Eminent Domain to Acquire Utility Easements for the Carolina Springs Force Main

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: John Schifano, Town Attorney

Action(s):

Consider Resolution 20-46 to Authorize Eminent Domain to Acquire Utility Easements, Rights of Way, and Temporary Construction Easements for 4 Property Owners

Explanation:

- The Carolina Springs force main will be a regional sanitary sewer line from the pump station serving the entire residential and non residential area north of Woods Creek, including a future town park and town fire station.
- The Town, in coordination with the developer of Carolina Springs, has been designing the utility line and working to acquire easements over the past 8 months.
- The Town of Holly Springs have not been able to acquire the needed interest in this property by negotiated conveyance.
- The Resolution authorizes the Town pursuant to North Carolina General Statute (NCGS) 40A utilizing the procedures contained in NCGS 136 to acquire such interests in property for the public purpose of:
 - Extension of gravity sewer and/or force main to construct, install, improve, remove, replace, inspect, repair, maintain and use a system of pipelines or mains for the purpose of conveying potable water, sanitary sewer, or re-use water, together with all appurtenant facilities and equipment necessary or convenient thereto, in, upon, and across the property;
 - Temporary construction easements as indicated in the legal descriptions; and
 - Right of way indicated

Background:

- The Town entered into a development agreement with Carolina Springs which set forth the joint participation in constructing an offsite sewer line and other needed rights of way.
- The agreement requires the developer to pay for easement acquisition, which it was able to acquire easement for the majority of the needed parcels.
- The developer obtained certified appraisals and offered the amount of the appraisals to the landowners; however the 4 landowners that are subject of the resolution would not convey easements.
- The Attorney's Office has been in contact with each of the property owners but they have

Town Council Business Meeting
December 15, 2020

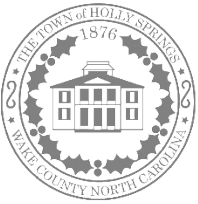
not voluntarily conveyed the easements.

Funding Source(s):

Developer agreement allocates the cost of easement acquisition to the developer.

Attachment(s):

1. Resolution 20-46 Condemnation Resolution - Carolina Springs Forcemain



THE TOWN OF

Holly Springs

Resolution No.: 20-46

Date Adopted: December 15, 2020

Effective Date: December 15, 2020

**RESOLUTION OF THE TOWN OF HOLLY SPRINGS TOWN COUNCIL AUTHORIZING
CONDEMNATION PURSUANT TO CHAPTER 40A OF THE NORTH CAROLINA GENERAL
STATUTES AND SESSION LAW 2005-57 (HOUSE BILL 393) TO ACQUIRE CERTAIN
PROPERTY OF THOSE PERSONS LISTED THE ATTACHED EXHIBIT "A"**

WHEREAS, the governing body of the Town of Holly Springs hereby determines that it is necessary and in the public interest to acquire certain property owned by those persons listed on Exhibit "A" for the following public purpose: 1) Extension of gravity sewer and/or force main to construct, install, improve, remove, replace, inspect, repair, maintain and use a system of pipelines or mains for the purpose of conveying potable water, sanitary sewer, or re-use water, together with all appurtenant facilities and equipment necessary or convenient thereto, in, upon, and across the property; 2) Temporary construction easements as indicated in the legal descriptions; and 3) Right of way as indicated; ("Legal Interests 1, 2, & 3", below) and,

WHEREAS, the proper officials or representatives of the Town of Holly Springs have been unable to acquire the needed interest in this property by negotiated conveyance;

WHEREAS, the Town is authorized pursuant to N.C. Gen Stat §40A utilizing the procedures contained in N.C. Gen Stat § 136 to acquire such interests in property for the public purpose heretofore stated;

NOW, THEREFORE BE IT RESOLVED by the governing body of the Town of Holly Springs that:

1. The Town of Holly Springs shall acquire by condemnation, for the purposes stated above, the property and interest described on "Exhibit A"; and,
2. The attorneys representing the Town of Holly Springs are directed to initiate the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described.

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

Town of Holly Springs by

ATTEST:

Dick Sears, Mayor

Linda McKinney, Town Clerk



EXHIBIT A

**DESCRIPTION OF ENTIRE AREA TO BE AFFECTED AND NAME OF CURRENT
LANDOWNER**

Tract 1:

Address: 108 Thomas Mill Rd, Holly Springs, NC 27540
PIN: 0649348067
Wake Real
Estate ID 0198427
Deed Ref: Book 16953, Page 2586
Owners: Baker Builders, Inc.; DLWW, LLC

Tract 2:

Address: 0 Treatment Road, Holly Springs, NC 27540
PIN: 0649418561
Wake Real
Estate ID 19577
Deed Ref: Book 011165, Page 00705
Owners: Garrett M. Carter; Roger B. Carter and Wife Katherine
B. Carter; and Carter-Garner Springs, LLC

Tract 3:

Address: 3732 Old Holly Springs Apex Rd.; 3738 Old Holly Springs A
Rd, Holly Springs, NC 27540
PIN: 0740020962; 0730938044
Wake Real
Estate ID 160284; 0429343
Deed Ref: Book 015549, Page 1381; Book 017029, page 1113

Owners: James R. Lawrence, III and wife Amy C. Lawrence

Tract 4:

Address: 1303 New Hill Road, Holly Springs, NC 27540
PIN: 0649353198
Wake Real
Estate ID 0012258
Deed Ref: Estate File 03-E-2832
Owners: Shirley Upperman and Lillie G. Stephens

EXHIBIT B-1 – WATER/SEWER MAIN
AREA TO BE TAKEN IN AN EASEMENT

Description of Legal Interest 1: Water & Sewer (General):

a perpetual right, privilege, and easement, now and hereafter, to construct, install, improve, remove, replace, inspect, repair, maintain and use a system of pipelines or mains for the purpose of conveying potable water, sanitary sewer, or re-use water, together with all appurtenant facilities and equipment necessary or convenient thereto (including above ground and in-ground), in, upon, and across the property of the Grantors, which easement is more particularly described in the legal description, together with the right of ingress and egress across the land of the Grantor(s) at such times and in such a manner as required by the Grantee to maintain said lines in accordance with the standards set forth by the Grantee, as amended from time to time.

Legal Descriptions:

Tract 1- Baker Builders

Beginning at an Existing Iron Pipe located at the Southeast corner of Phase 2, "Irving Parkway Associates", Recorded at Book of Maps 1993, Page 1284, Wake County Registry. Said Existing Iron Pipe having North Carolina Geodetic Coordinates (NAD 83, 2011) N: 693,656.85', E: 2,043,947.51', Thence South 75°30'51" West, 39.53' to the True Point of Beginning, Thence South 75°30'51" West, 140.32' to a point, Thence North 87°30'56" West, 11.39' to a point, Thence North 02°29'04" East, 454.03' to a point, Thence North 02°29'04" East, 319.05' to a point, Thence North 02°29'04" East, 11.04' to a point, Thence North 02°29'04" East, 33.13' to a point, Thence South 62°24'15" East, 33.13' to a point, Thence South 02°29'04" West, 190.50' to a point, Thence South 02°29'04" West, 50.00' to a point,

Thence South 02°29'04" West, 530.69' to a point, Thence South 87°30'56" East, 17.73' to a point,

Thence North 75°30'51" East, 56.22' to a point, Thence North 75°30'51" East, 40.00' to a point,

Thence South 14°29'09" East, 20.00' to a point, the point and place of Beginning, and having an area of 0.612 Acres (26,658 sf), More or Less

Tract 2: Carter Tract

Beginning at an Existing Iron Rod located at the Southeast intersection of Green Oaks Parkway and Irving Parkway Extension, said Iron Rod being the Northeast corner of a tract of land owned by Carter-Garner Springs, LLC, Recorded at Deed Book 11165, Page 705, Wake County Registry. Thence along the southern Right of Way of Green Oaks Parkway South 87°44'10" East, 46.37 feet to a point, Thence leaving Green Oaks Parkway South 02°33'24" West, 30.00 feet to a point, Thence North 87°44'10" West, 26.08 feet to a point, Thence North 87°44'10" West, 20.05 feet to a point on the Eastern Right of Way of Irving Parkway Extension, thence along said Right of Way, North 02°06'01" East, 30.00 feet to an Existing Iron Rod, being the Point and Place of **Beginning** and containing an area of 0.032 Acres (1,388 sf), more or less.

Tract 3. Lawrence Tract(s)

(PIN 0740020962) Property

Beginning at a Point located at the Southeast corner of Tract A, "Property of Herman M. Satterwhite", Recorded at Book of Maps 1985, Page 1818, Wake County Registry. Said Point having North Carolina Geodetic Coordinates (NAD 83, 2011) N: 702,868.79', E: 2,040,289.22', Thence North 29°42'41" West, 12.25' to a point, the True Point of Beginning, Thence South 46°37'43" West, 205.31' to a point,

Thence South 47°37'29" West, 84.25' to a point, Thence North 43°35'18" West, 9.36' to a point, Thence North 48°10'45" East, 266.51' to a point, Thence North 48°35'09" East, 23.87' to a point, Thence South 29°42'41" East, 2.88' to a point being the point and place of Beginning and having an area of 0.044 Acres (1,937 sf), more or less.

(PIN 0730938044) Property

Proposed Utility Easement

Beginning at a Point located at the Southeast corner of Tract A, "Property of Herman M. Satterwhite", Recorded at Book of Maps 1985, Page 1818, Wake County Registry. Said Point having North Carolina Geodetic Coordinates (NAD 83, 2011) N: 702,868.79', E: 2,040,289.22', Thence South 49°59'42" West, 202.77' to a point, Thence South 47°37'29" West, 84.25' to a point, the True Point of Beginning, Thence South 46°58'42" West, 124.22' to a point, Thence North 48°08'43" West, 17.23' to a point, Thence North 46°49'38" East, 19.45' to a point, Thence North 46°49'38" East, 35.01' to a point, Thence South 45°37'41"

East, 4.37' to a point, Thence South 45°37'41" East, 0.46' to a point, Thence North 51°24'31" East, 28.91' to a point, Thence North 48°10'45" East, 42.18' to a point, Thence South 43°35'18" East, 9.36' to a point Being the point and place of Beginning and having an area of 0.038 Acres (1,670 sf), more or less.

Tract 4. Upperman Tract

Beginning at an Existing Iron Pipe located at the Southeast corner of Lot 13, "Property of Glenn B. Judd", Recorded at Book of Maps 1948, Page 70, Wake County Registry. Said Existing Iron Pipe having North Carolina Geodetic Coordinates (NAD 83, 2011) N: 694,704.84', E: 2,043,316.80', Thence North 62°41'46" West, 30.70' to a point, Thence North 15°04'47" East, 635.10' to a point, Thence North 15°04'47" East, 51.59' to a point, Thence South 72°35'56" East, 30.02' to a point, Thence South 15°04'47" West, 421.54' to a point, Thence South 15°04'47" West, 50.00' to a point, Thence South 15°04'47" West, 220.44' to an Existing Iron Pipe, being the Point of Beginning, and having an area of 0.475 Acres, (20,680 sf), more or less.

EXHIBIT B-2- RIGHT OF WAY
AREA TO BE TAKEN IN AN EASEMENT

Description of Legal Interest 2 : Right of Way for Streets:

an interest in fee simple absolute in the lands of the Grantor(s) as described in the Legal Description for the purpose of constructing, maintaining, using, egress and ingress, removal of vegetation, sloping, grading, digging and earthwork, and all other activities incident to roadway construction and usage for a public roadway in perpetuity, said construction and maintenance to be performed in the sole discretion of the Town, according to the standards of the Grantee, as amended from time to time.

Tract 3:

Legal description for Lawrence (PIN 0740020962) Property

Beginning at a Point located at the Southeast corner of Tract A, "Property of Herman M. Satterwhite", Recorded at Book of Maps 1985, Page 1818, Wake County Registry. Said Point having North Carolina Geodetic Coordinates (NAD 83, 2011) N: 702,868.79', E: 2,040,289.22', Thence South 49°59'42" West, 202.77' to a point, Thence North 46°37'43" East, 205.31' to a point, Thence South 29°42'41" East, 12.25' to a point being the point and place of Beginning and having an area of 0.028 Acres (1,222 sf), more or less.

EXHIBIT B-3- TEMPORARY CONSTRUCTION EASEMENT
AREA TO BE TAKEN IN AN EASEMENT

Description of Legal Interest 3: Temporary Construction Easement:

a right, privilege, and easement, for a period of 365 days from the start of initial construction by the Town or its agents, for a temporary construction easement allowing for egress and ingress, removal of vegetation, sloping, grading, digging and earthwork, and all other activities incident to construction in the easement area, said easement area as described in the legal description.

Tract 1: Baker Builders

Temporary Construction Easement 1

Beginning at an Existing Iron Pipe located at the Southeast corner of Phase 2, "Irving Parkway Associates", Recorded at Book of Maps 1993, Page 1284, Wake County Registry. Said Existing Iron Pipe having North Carolina Geodetic Coordinates (NAD 83, 2011) N: 693,656.85', E: 2,043,947.51', Thence South 75°30'51" West, 39.53' to a point, Thence North 14°29'09" West, 20.00' to a point, the True Point of Beginning, Thence South 75°30'51" West, 40.00' to a point, Thence North 14°29'09" West, 31.00' to a point, Thence North 75°30'51" East, 40.00' to a point, Thence South 14°29'09" East, 31.00' to a point, the point and place of Beginning, and having an area of 0.028 Acres (1,240 sf), more or less.

Temporary Construction Easement 2

Beginning at an Existing Iron Pipe located at the Southeast corner of Phase 2, "Irving Parkway Associates", Recorded at Book of Maps 1993, Page 1284, Wake County Registry. Said Existing Iron Pipe having North Carolina Geodetic Coordinates (NAD 83, 2011) N: 693,656.85', E: 2,043,947.51', Thence South 75°30'51" West, 39.53' to a point, Thence North 14°29'09" West, 20.00' to a point, Thence South 75°30'51" West, 40.00' to a point, Thence South 75°30'51" West, 56.22' to a point, Thence North 87°30'56" West, 17.73' to a point, Thence North 02°29'04" East, 530.69' to a point, the True Point of Beginning, Thence South 02°29'04" West, 50.00' to a point, Thence North 87°30'56" West, 20.00' to a point, Thence North 02°29'04" East, 50.00' to a point, Thence South 87°30'56" East, 20.00' to a point, the point and place of Beginning, and having an area of 0.023 Acres (1,000 sf), More or Less

Tract 2: Carter Tract
PIN No. 0649418561 – 10' Temporary Construction Easement

Beginning at an Existing Iron Rod located at the Southeast intersection of Green Oaks Parkway and Irving Parkway Extension, said Iron Rod being the Northeast corner of a tract of land owned by Carter-Garner Springs, LLC, Recorded at Deed Book 11165, Page 705, Wake County Registry. Thence along the southern Right of Way of Green Oaks Parkway South 87°44'10" East, 46.37 feet to a point, Thence leaving Green Oaks Parkway South 02°33'24" West, 30.00 feet to a point, The True Point and Place of Beginning; Thence, South 01°46'06" West, 10.00 feet to a point, Thence North 87°44'10" West, 26.17 feet to a point, Thence North 02°15'50" East, 10.00 feet to a point, Thence South 87°44'10" East, 26.08 feet to a point, being the Point and Place of Beginning and containing an area of 0.006 Acres (261 sf), more or less.

Tract 3: Lawrence Tract(s)

PIN 0740020962:

Beginning at a Point located at the Southeast corner of Tract A, "Property of Herman M. Satterwhite", Recorded at Book of Maps 1985, Page 1818, Wake County Registry. Said Point having North Carolina Geodetic Coordinates (NAD 83, 2011) N: 702,868.79', E: 2,040,289.22', Thence North 29°42'41" West, 12.25' to a point, Thence North 29°42'41" West, 2.88' to a point, the True Point of Beginning, Thence South 48°35'09" West, 23.87' to a point, Thence South 48°10'45" West, 266.51' to a point, Thence North 43°35'18" West, 3.20' to a point, Thence North 47°17'01" East, 141.07' to a point, Thence North 01°36'32" East, 17.17' to a point, Thence North 22°30'30" East, 14.32' to a point, Thence North 46°38'49" East, 45.00' to a point, Thence North 43°00'36" East, 87.23' to a point, Thence South 29°42'41" East, 34.07' to a point being the point and place of Beginning and having an area of 0.104 Acres (4,547 sf), more or less.

PIN 0730938044

Proposed Temporary Construction Easement

Beginning at a Point located at the Southeast corner of Tract A, "Property of Herman M. Satterwhite", Recorded at Book of Maps 1985, Page 1818, Wake County Registry. Said Point having North Carolina Geodetic Coordinates (NAD 83, 2011) N: 702,868.79', E: 2,040,289.22', Thence South 49°59'42" West, 202.77' to a point, Thence South 47°37'29" West, 84.25' to a point, Thence North 43°35'18" West, 9.36' to a point, the True Point of Beginning, Thence South 48°10'45" West, 42.18' to a point, Thence South 51°24'31" West, 28.91' to a point, Thence North 45°37'41" West, 0.46' to a point, Thence North 47°17'01" East, 70.98' to a point, Thence South 43°35'18" East, 3.20' to a point Being the point and place of Beginning and having an area of 0.004 Acres (164 sf), more or less.

Proposed Temporary Construction Easement

Beginning at a Point located at the Southeast corner of Tract A, "Property of Herman M. Satterwhite", Recorded at Book of Maps 1985, Page 1818, Wake County Registry. Said Point having North Carolina Geodetic Coordinates (NAD 83, 2011) N: 702,868.79', E: 2,040,289.22', Thence South 49°59'42" West, 202.77' to a point, Thence South 47°37'29" West, 84.25' to a point, South 46°58'42" West, 124.22' to a point, Thence North 48°08'43" West, 17.23' to a point, Thence North 46°49'38" East, 19.45' to a point, the True Point of Beginning, Thence North 44°47'45" West, 31.42' to a point, Thence North 45°12'15" East, 35.00' to a point, Thence South 44°47'45" East, 32.41' to a point, Thence South 46°49'38" West, 35.01' to a point Being the point and place of Beginning and having an area of 0.026 Acres (1,117 sf), more or less.

Tract 4: Upperman Tract

Beginning at an Existing Iron Pipe located at the Southeast corner of Lot 13, "Property of Glenn B. Judd", Recorded at Book of Maps 1948, Page 70, Wake County Registry. Said Existing Iron Pipe having North Carolina Geodetic Coordinates (NAD 83, 2011) N: 694,704.84', E: 2,043,316.80', Thence North 62°41'46" West, 30.70' to a point, Thence North 15°04'47" East, 635.10' to the True Point of Beginning, Thence North 74°55'13" West, 10.00' to a point, Thence North 15°04'47" East, 52.00' to a point, Thence South 72°35'56" East, 10.01' to a point, Thence South 15°04'47" West, 51.59' to a point, being the point of Beginning and having an area of 0.012 Acres (518 sf), more or less.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Unfinished Business

Title: Resolution for Town Attorney to petition court for compliance with the Minimum Housing Ordinance

Strategic Priority Area: Safe & Friendly

Staff Resource: Daniel Pope, Development Services

Action(s):

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

OR

2. Pending December 15, 2020 site inspection and confirmation of substantial progress, adopt a 2nd deferral of action for 60 days (February 14, 2021) for owner to make final completion of required minimum housing repairs.

Explanation:

- 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 be demolished.
- Staff has attempted to provide assistance to owners by advocating to several non-profit organizations on their behalf.

- On a most recent inspection dated December 1, additional consultation and guidance was provided to the resident. The guidance focused on items needing immediate repairs for structural integrity and life safety by December 15.
- Staff communicated a list to the resident to include items such as completing repairs to the roof, exterior siding, exterior porches (if continued use), electrical issues, and maintaining a safe egress to a single exit.
- If a December 15 inspection determines that substantial repairs have not been completed, staff recommends moving forward with the original resolution.
- If upon site inspection and confirmation of substantial progress, staff recommends adopting a 2nd deferral of action for 60 days (to February 14, 2021) for the owner to make final completion of required minimum housing repairs.

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 with information on potential non-profit funding sources to assist with the repairs.
- September 15 - Council considered action to adopt a resolution ordering compliance with the minimum housing ordinance. Council voted to defer the action for 90 days pending the resident's intent to make substantial repairs.
- Following Council's September 15 deferral action, the following engagements have been made with the resident:
 - Sept. 25 - Staff conducted inspection with property owner and family: compliance underway with roof patching, siding in rear of structure; new drywall, living room ceiling and new windows in kitchen
 - Sept. 29 - Staff dropped off electrical and trade permit application to property owner
 - Oct. 2 - Staff stopped by residence to pick up permit applications; property owner noted the applications had not been filled out by contractor
 - Oct. 7 - Staff reached out to owner and asked when contractor would be coming back; response from owner was not aware of when that might occur; staff noted that wanted to meet with contractor and owner to discuss renovations and get permit applications signed
 - Oct 9 - Staff stopped by residence observed new kitchen windows, replaced interior walls and paint, patched leak in ceiling, patched hole in roof, painted some of the exterior, replaced outlets in the home and boxes, vinyl siding placed over rotten wooden siding in rear of dwelling
 - Oct 16 - Staff provided 30-day update in Friday Council briefing
 - Dec 1 - Staff visited residence to provide additional assistance and guidance to the resident; Staff focused on guiding resident to focus on major issues with structure such as life safety and structural integrity: roof repairs, exterior siding,

- exterior porches, electrical issues, maintaining safe egress from the single entrance/exit;
- Dec. 7 - Staff stopped by property and reviewed z-channel/flashing on top of siding so water does not leak into structure
- On December 15, a final inspection will take place to determine status of repairs.

Funding Source(s):

N/A

Attachment(s):

1. Resolution 20-26 Directing Town Attorney to Petition Court re 405 Bass Lake Rd.



THE TOWN OF

Holly Springs

Resolution No.: 20-26

Date Adopted: December 15, 2020

Effective Date: December 15, 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 side 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;

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

WHEREAS, on September 15, 2020 Council voted to defer this Resolution for 90 days, and that time has expired without the repairs being completed;

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 15th day of December 2020.

Town of Holly Springs by

ATTEST:

Dick Sears, Mayor

Linda McKinney, Town Clerk





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

Title: Council Committee Report on Landfill Odor Mitigation Efforts

Strategic Priority Area: Safe & Friendly

Staff Resource:

Action(s):

Receive update from Council members Kelly and McGrath on Council's Landfill Odor Mitigation Committee efforts to date and potential, future efforts.

Explanation:

- At the February 2020 Mayor and Council Retreat, Council established a landfill odor mitigation committee co-led by Council members Kelly and McGrath.
- The purpose of the committee was to review County efforts to mitigate odor at the South Wake County Landfill and identify engagement opportunities with residents and County officials to advance odor mitigation efforts and communication on behalf of the governing body.

Background:

Funding Source(s):

N/A

Attachment(s):

None