



## **Agenda**

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of May 4, 2021 meeting agenda

### **PUBLIC COMMENT PERIOD**

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

### **PUBLIC HEARINGS**

5. Economic Development Agreement for My Computer Career Inc.
6. Economic Development Agreement for Skie Properties, LLC

### **CONSENT AGENDA**

7. Approve the minutes of the April 13, 2021 workshop meeting and the April 20, 2021 Business Meeting.
8. Amendment to Developer's Agreement (dated 2/27/2020) with Helix Ventures
9. Resolution for sale of General Obligation Public Improvement Bonds
10. Town Hall Annex Renovation (Old Police Station)

### **NEW BUSINESS**

11. Cass Holt Road Park Master Plan and Phase One Design Services
12. Town Policies: Amendments to Electronic Meetings Policy and Adoption of Political Activities Policy

### **UNFINISHED BUSINESS**

13. Allocation of Remaining Department of Public Instruction Grant

### **OTHER BUSINESS**

### **MANAGER'S REPORT**

### **CLOSED SESSION -**

### **ADJOURNMENT**

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

[linda.mckinney@hollyspringsnc.us](mailto:linda.mckinney@hollyspringsnc.us) 919-557-3900



# Holly Springs Town Council

## *Town Council Meeting Agenda Cover Sheet*

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### Agenda Item#: 5.

#### **Public Hearings**

**Title:** Economic Development Agreement for My Computer Career Inc.

**Strategic Priority Area:** Economic Prosperity & Diversity

**Staff Resource:** Irena Krstanovic, Director, Economic Development

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#### **Action(s):**

- Hold Public Hearing on an industrial development incentive agreement between My Computer Career Inc and the Town of Holly Springs pursuant to N.C. General Statute 158-7.1
- Approve Economic Development Agreement

#### **Explanation:**

- In consideration of an Economic Development Agreement (EDA), the Town recognizes that a project will bring direct and indirect benefits to the Town, including but not limited to, job creation, increase in ad valorem tax base, economic diversification and stimulus. With such, the town offers economic development incentives to induce a company to locate their project at a site.
- Furthermore, a company fully intends to establish, through a project, an important presence in the Town by employing a large number of employees and making substantial investment in the project and in the training and development of those employees.
- Therefore this EDA offers:
  - My Computer Career (MyCC) Inc. making or causing to be made a capital investment of at least \$20 million, consisting of a 70,000SF office building to act as its corporate headquarters
  - MyCC intends to employ at least 475 full-time equivalent employees at an average wage exceeding or equal to that of the median average wage for Wake County
- The Town shall:
  - Serve as an intermediary between the County and the Company, as required by the County, for purposes of the land acquisition by the Company, which shall be a purchase for fair market value as determined by an appraiser
  - Transfer land for fair market value, based on a certified appraisal, without the requirement of a public bid and upset period, pursuant to NCGS 158.7
  - Waive Town development fees (where legally permissible), excluding water and sewer
  - Facilitate and expedite to the greatest extent possible within the law all Town-related permits, zoning approvals, inspections and other required approvals and licensing necessary in connection with the site and construction of the project
  - Offer a Business Investment Grant totaling a Maximum Grant Amount of \$475,000 over ten years

Town Council Business Meeting  
May 4, 2021

- Failure of the company or its developer to commence construction within thirty months of this agreement or upon voluntary withdrawal by the company from operations prior to the termination of the investment period without receiving a certificate of occupancy of the project, the company shall convey the property back to the Town through conveyance of a general warranty deed, with the only consideration being the price paid for the land

### **Background:**

- At the April 6, 2021 Town Council meeting, a Legislative Public Hearing was conducted for a rezoning (20-REZ-03) and Development Agreement approved by Town Council for 1317 N. Main Street (Sportsmanship Way) where My Computer Career (MyCC) will locate its corporate headquarters.
- MyCC current offices are located in downtown Holly Springs and is anticipating that its corporate headquarters will consist of a building comprising at least 70,000 sf.
- At a future date, MyCC is contemplating retail facilities and a performing arts theater on site.
- MyCC's local employee headcount is 273 (Currently in HS – 125 employees, 148 in Morrisville) with an intent to employee at least 475 full-time equivalent employees in Holly Springs.
- The targeted investment from MyCC is at least \$20 million employing the target employment of 475 full-time employees.

### **Funding Source(s):**

General Revenues

### **Attachment(s):**

1. EDA with MYCC Town Council Version\_With Exhibits

TOWN COUNCIL VERSION

**STATE OF NORTH CAROLINA**

**COUNTY OF WAKE**

**ECONOMIC DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**My Computer Career Inc**

**And**

**THE TOWN OF HOLLY SPRINGS, NC**

**DATED May 4, 2021**

**This Agreement** (this “Agreement”) is entered into, effective as of May 4, 2021, by and between My Computer Career Inc., (hereinafter the “Company”), the Town of Holly Springs, a North Carolina Municipality, (hereinafter, the “Town”).

### **RECITALS**

**WHEREAS**, the Town is vitally interested in the economic welfare of its citizens and the creation and maintenance of sustainable jobs for its citizens in strategically important industries and therefore wishes to provide the necessary conditions to stimulate investment in the local economy and promote business, resulting in the creation and retention of a substantial number of jobs at competitive wages, and to encourage economic growth and development opportunities which the Town has determined will be made possible pursuant to the Project (as defined below); and,

**WHEREAS**, the Company has proposed to make or cause to be made a capital investment of at least \$20 million (the “Target Capital Investment”) for the Project consisting of an office building to serve as corporate headquarters employing the Target Employment (as defined below). The Company is anticipating that its corporate headquarters will consist of a building comprising at least 70,000 square feet along with required parking needs. The corporate headquarters will be a single occupancy building built by a developer which the Company intends to lease for a minimum of 15 years. The Company also contemplates that at a future date, retail facilities and a performing arts theater may also be built by the Company or other entities. The Company’s corporate headquarters, comprising a single building at least 70,000 square feet (“Headquarters Building”), and related parking areas that are located on the Site (as defined below) are referred to herein collectively as the “Project.” The Town understands and agrees that the Company may transfer the land to its chosen developer so long as it enters into a lease for the Project with a minimum of a 15-year term. The Company covenants that the Project will include taxable land, buildings, and equipment having an initial aggregate cost of at least \$20 million (“Target Capital Investment”) and that the Company intends that the Project will house at least 475 full time equivalent employees (“Target Employment”) as a result of the Project at an average wage exceeding or equal to that of the median average wage for Wake County (delineated as “Per Capita Income in the past 12 months” according to data provided by the US Census Bureau<sup>1</sup>) (“Average Wage”), and;

**WHEREAS**, the Town recognizes that the Project will bring direct and indirect benefits to the Town, including, but not limited to, job creation, increase in ad valorem tax base, economic diversification and stimulus and has offered economic development Incentives (the “Local Incentives”) to induce the Company to locate the Project at the Site, and such Incentives do in fact induce the Company to locate the Project at the Site, and;

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<sup>1</sup> See <https://www.census.gov/quickfacts/wakecountynorthcarolina>

**WHEREAS**, The Company fully intends to establish, through the Project, an important presence in the Town by employing a large number of local employees and making a substantial investment in the Project and in the training and development of those employees. The Town hereby acknowledges that the terms of this Agreement, including specifically the Local Incentives and other assistance described in this Agreement, constitute a dispositive inducement to the Company to locate the Project at the Site. Similarly, the Company hereby acknowledges that its decision to locate the Project at the Site resulted from the Town's offer of Local Incentives and other assistance described in this Agreement, and;

**WHEREAS**, the Company proposes to build the Project at the Site, which is an approximate 10-acre site owned by Wake County ("County"), both Project and Site are further defined below. The County requires the Town to serve as an intermediary between the County and the Company for purposes of the land acquisition by the Company, which shall be a purchase for fair market value as determined by an appraiser; and,

**WHEREAS**, The Town is authorized pursuant to N.C.G.S. § 158-7.1 to acquire and assemble land for commercial and industrial development purposes, and make appropriations and expenditures and convey interest in real property by private negotiation, and upon a public hearing, make a determination of proper consideration for such conveyance based on such factors as prospective tax revenues from improvements, increase of jobs, and other stimuli of the local economy. Expenses by the Town pursuant to this statute are limited by law, and the Parties understand that the expenses undertaken by the Town do not exceed this limitation; and,

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

## **ARTICLE I**

### **LOCAL ECONOMIC DEVELOPMENT INCENTIVES RELATED TO LOCATION OF PROJECT; LAND, DEVELOPMENT AND INFRASTRUCTURE**

#### **A. Land Acquisition for Project**

(1) The Company agrees to locate the Project on a tract of land to be purchased by the Company from the Town for a purchase price equal to the fair market value thereof, as more particularly described below. The tract of land consists of approximately 10 acres located north of Ting Park (such property being referred to as the "Site"). The Site is denoted on the map attached hereto as Exhibit A.

## TOWN COUNCIL VERSION

(2) The Company agrees to pay the Town an amount equal to the fair market value, as determined by an appraisal dated October 28, 2020 by Kirkland Appraisals, LLC with an indicated value of one million twenty thousand dollars (\$1,020,000) (“Appraised Value.”) The Town shall acquire the Site from the County pursuant to a Disposition Contract, attached as Exhibit B. Sale of the land to the Company in lieu of a sale of the land compliant with ordinary public bidding law is authorized as an economic development incentive, as the Company shall develop a business park consistent with its plans described in the Project and approved through the Town’s normal development process irrespective of any promises or inducements made in this Economic Development Agreement. Failure of the Company to perform at least 80% of the Target Capital Investment shall require a reversion of the deed back to the Town, as described in Article III, below and return to the Company of the amount paid for the Site.

(3) The Town’s conveyance of the Site shall be less any known easements, rights of way, or other property known to the Town at the time of conveyance necessary to be dedicated as a result of the Project. In the event that additional rights of way or easements are necessary for the Project, Company agrees to convey those easements to the Town without compensation in the ordinary course of the development of the Project.

(4) The Company shall have thirty (30) days from the date the Town acquires the property to enter into a sales contract with the Town for an amount equal to the Appraised Value. The terms of the contract shall allow for a due diligence period of not more than 60 days and shall indicate that the Town shall tender a Special Warranty Deed with a deed reference to the covenants contained in this Economic Development Agreement. The Town understands that the Company intends to sell the land required for the Project to its selected developer with the understanding that should the Site need to revert to the Town that the developer shall return its interest. The Company shall supply the Town with an executed lease agreement for the Project, if any, and shall supply the Town with any amendments or revisions of the lease during the duration of this Agreement within thirty (30) days of any amendment.

### **B. Waiver of Fees & Expedited Permitting Process**

(1) Town shall waive all development, building construction fees and any other fees or permit costs ordinarily charged by the Town and usually required for this type of development and construction. This waiver shall not include water and sewer related fees. An estimation of all such fees normally associated with a similar project, which are hereby waived by the Town as a part of this Agreement, is attached as Exhibit C. This waiver shall apply to the Company or its chosen developer for the initial development of the Project, so long as such development occurs within thirty (30) months of the execution of this Agreement.

(2) The Town will facilitate and expedite to the greatest extent possible within the law all Town-related permits, zoning approvals, inspections and other required

approvals and licensing necessary in connection with the Site, the construction of the Project or the Project in a manner proscribed by a customized review schedule.

**C. Other Incentives and Assistance**

(1) Business Investment Grant: Beginning at the first taxable year (“Year 1”) after the Headquarters Building receives a certificate of occupancy and ending at the end of the tenth taxable year, Company shall be entitled to a Business Investment Grant (“BIG”) equal to an amount that represents \$1,000 per Qualified Employee Position (“QEP”). A Qualified Employee Position is a salaried employee that is working at the Headquarters Building and employed for at least one full year as a full time equivalent employee (i.e., at least 1,600 hours per year). The BIG is subject to a cumulative maximum of \$475,000 (the “Maximum Grant Amount.”) Company shall within thirty days after an annual tax payment for Year 1, submit to the Town a listing of all QEPs, to include position title, salary, and start date. The total of the Year 1 QEP shall be the Base QEP. The Company may make a written demand for a BIG a equal to \$1,000 per Base QEP within thirty days of submitting the report to the Town. The BIG cannot exceed the percentage listed in Exhibit D of the Town-portion of the ad valorem taxes for the Project (“Annual Maximum BIG”) for any one year, and the total value of the Business Investment Grant may not exceed 50% of the Town-portion of the ad valorem taxes to the Town over the ten-year period. The intent of the Town is to pay one BIG equal to \$1,000 per individual QEP limited by both the Maximum Business Investment Grant and Annual Maximum BIG. The Company shall receive \$1,000 per QEP only once. However, should the Company have more QEP than can claimed due to the limitation posed by the Annual Maximum BIG, those QEPs for which a grant payment has not been made shall be carried forward to the following year and be eligible for a BIG payment in that year. The carry forward of QEP, to the extent the \$1,000 payment has not been made for each position, shall continue through the tenth annual grant payment. In addition to the carry forward of any unutilized QEP, the Company shall receive a BIG for each QEP in excess of the Base QEP or the prior year’s QEP, such that the intent of granting a BIG to the Company for each new QEP is realized, subject to the Annual Maximum BIG and Maximum Grant Amount.

The Company understands that the average annual BIG payment cannot in total exceed 50% of the Town-portion of ad valorem taxes paid to the Town over the term of the Business Investment Grant. The Company has selected the annual percentage of town-portion of the ad valorem tax payment available for the Business Investment Grant as listed in Exhibit D. The Company shall have a one-time right following the results of the 2024 Wake County real property tax assessment to adjust these annual percentages so long as the average over the 10-year period equals 50%.

In addition to the demand for payment, within 30 days of making the written demand for payment, Company shall confidentially transmit to the Town the names and salaries of the resident full-time equivalent employees. The Town shall use this is to verify the Company’s QEPs. Upon receipt of such list, the Town shall have thirty days to tender the Business Investment Grant to the Company. The Company may not assign or pledge

## TOWN COUNCIL VERSION

this grant to any third party. The Company shall not make more than 10 such demands, shall not make more than one demand each year, and the total of all Business Investment Grant payments to the Company shall not exceed the Maximum Grant Amount.

A schedule of Business Investment Grant payments and examples of potential rollover scenarios is attached as Exhibit D.

### **D. Summary of Inducements.**

(1) The Company warrants that the above inducements are necessary for the Project and without said inducements the Company would not locate in Holly Springs, would not develop the Project and complete the Target Capital Investment, and would not achieve the Target Employment. In summary, the inducements offered by the Town to the Company are as follows:

- a. Land transfer for fair market value, based on a certified appraisal, without the requirement of a public bid and upset period.
- b. Waiver of Town development fees, excluding water and sewer.
- c. Customized Review Process of plans and civil construction drawings.
- e. Business Investment Grant totaling a Maximum Grant Amount of \$475,000 over ten years.

## **ARTICLE II**

### **COMPANY INVESTMENT REQUIREMENTS**

Some of the Inducements are offered to the Company by the Town prior to the Company's Performance obligations, however the awards are expressly conditioned upon the following:

(a) The "Investment Period" shall be defined as the date that is five years after the execution of this Economic Development Agreement. During the Investment Period, the Company shall use all best efforts to achieve the Target Capital Investment and the Target Employment as soon as practicable.

(b) Within five years after the Company receives a certificate of occupancy for the first building of the Project, have at least 475 full-time equivalent jobs with an average wage exceeding or equaling the Average Wage and such employees shall have a designated workplace within the Project. The parties understand that modern employees work remotely from time to time, however for payroll tax purposes, at least 475 employees shall have a situs of Holly Springs for ten years after completion of the

## TOWN COUNCIL VERSION

Investment Period and shall otherwise meet the definition of resident full-time employee as defined above.

(c) The Company is not in arrears in the payment of its annual property taxes, utility fees, or other obligations to the Town; and

(d) The Company continues operations at the Project for ten (10) years after the completion of the Investment Period.

### ARTICLE III

#### **UNSUCCESSFUL COMPLETION OF TARGET CAPITAL INVESTMENT OR TARGET EMPLOYMENT**

##### **A. Reimbursement and Refund When Operations Cease After Completion of the Project**

If after any certificate of occupancy has been issued for the Project, the Company ceases operations at the Project or otherwise ceases to use the Site for the purposes contemplated herein within 10 years after the Investment Period for any reason other than nonperformance by the Town of its covenants under this Agreement, then the Company shall reimburse the Town a pro-rata amount of any fungible inducement offered by the Town. The pro-rata return shall be 1/10 for every year remaining in the 10-year period after the Investment Period that the Company is not operating at the site. Fungible inducements include the sum of all waived fees, as shown on Exhibit C, and the Business Investment Grant amounts paid to the Company, subject to the Maximum Grant Amount.

##### **B. Reimbursement and Refund When Operations Cease Prior to Completion of the Project.**

Upon failure of the Company or its developer to commence construction within thirty months of this agreement or upon voluntary withdrawal by the Company from operations prior to the termination of the Investment Period without receiving a certificate of occupancy on the Project, the Company shall convey the property back to the Town through conveyance of a general warranty deed, with the only consideration being the price paid for the land.

### ARTICLE IV

## **GENERAL PROVISIONS FOR LOCAL INCENTIVES**

### **A. Payment of Grants**

(1) All Grants shall be paid in the manner permitted by North Carolina law and shall be expended only in accordance with N.C.G.S. §158-7.1 and other applicable provisions of federal, state and local laws. In no event shall any such payment be made except from lawfully available funds, nor shall payment be made if the Company has outstanding property taxes with respect to the Project, or other amounts owed to the Town, then due (in which case payment shall be made after such obligations are discharged following written notice of such delinquency to the Company). If all conditions set forth herein have been satisfied, unless otherwise specified, the term “Year” refers to a fiscal year of the Town, which begins on July 1 and ends on the following June 30.

(2) If the Company anticipates a substantial expansion of its operations in the Town beyond the scope currently planned for the Project, and has met or exceeded the conditions described above, the Town will review such expansion plans for possible additional economic development Incentives.

## **ARTICLE VII**

### **OTHER PROVISIONS**

#### **A. Adverse Change**

The parties acknowledge that the Project is mutually beneficial and supports the substantial investments in the Project by each party as outlined herein. The Project is based on current laws, policies, regulations and commitments. If during the term of the Project, the benefits to the parties as contemplated herein are successfully challenged or are adversely affected by changes resulting from legislative changes or administrative or judicial interpretation of laws, policies or regulations, the parties will, to the extent permitted by law, amend the Project and the Local Incentives so the parties receive at least the same benefits contemplated herein as if such laws, policies, regulations and commitments, or the Interpretations thereof, have not changed.

#### **B. Change in Law**

In the event any applicable law, policy or regulations applicable to the Company adversely affects or impacts the effective operation of the Project, the Town will

## TOWN COUNCIL VERSION

endeavor to amend such law, policy or regulation to facilitate effective operation of the Project, so long as such amendment is in the interest of the Town. Town agrees to enter into a Development agreement, if required, pursuant to N.C.G.S. §160A-400.20 with the Company for development of the site.

### **C. Further Action**

The parties acknowledge that the terms of the Project and the Incentives and other assistance described in this Agreement are subject to further actions legally necessary under North Carolina law to implement the Agreement in a lawful manner.

### **D. Entire Agreement; Amendment; Authority**

This Agreement is the entire agreement between these parties as to the subject matter referenced herein, without regard to any prior agreements, understandings or undertakings (whether oral, written, electronic or otherwise), and no amendment may be made to this Agreement except with the prior written consent of all parties. The parties, and each person executing this Agreement on behalf thereof, represent and warrant that they have the full right and authority to enter into this Agreement, which is binding, and to sign on behalf of the party indicated, and are acting on behalf of themselves, their members and the successors and assigns of each of them. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to any construction arising from the application of conflicts or choice of law principles, and without regard to any construction arising by virtue of the negotiation or the persons who drafted this Agreement. The Parties consent to exclusive jurisdiction of the State of North Carolina, Wake County for this Agreement. Furthermore, NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE TOWN WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE TOWN WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE TOWN TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED BY THE TOWN FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE CITY OR THE COUNTY'S MONIES, NOR SHALL ANY PROVISION OF THE AGREEMENT OPERATE BEYOND ITS INTENDED SCOPE SO AS TO RESTRICT, TO ANY EXTENT PROHIBITED BY LAW, ANY FUTURE ACTION OR RIGHT OF ACTION ON THE PART OF THE TOWN COUNCIL. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS SECTION AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS SECTION SHALL TAKE PRIORITY. THE TOWN HAS HAD THIS AGREEMENT, AND THE

## TOWN COUNCIL VERSION

INCENTIVES CONTEMPLATED HEREUNDER, PRE-AUDITED TO ENSURE COMPLIANCE WITH THE BUDGETARY ACCOUNTING REQUIREMENTS (IF ANY) THAT APPLY. THIS AGREEMENT IS CONDITIONED UPON, AND SHALL NOT BECOME OPERATIVE UNTIL, ANY REQUIRED PRE-AUDITED CERTIFICATION IS SUPPLIED.

### **E. Severability**

If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof shall, in such event, constitute the parties' entire agreement.

### **F. Assignment**

The Company shall not assign this Agreement or any portion thereof without the written consent of the Town, nor shall the Company assign any funds due or to become due to it hereunder without the prior written consent of the Town. In the event of a substantial change of ownership of the Company, the Company shall inform the Town in writing, which may declare such change in ownership as an assignment requiring either renegotiation or termination of the contract.

### **G. Certificate of Authority**

Should the Company (or the appropriate wholly owned subsidiary of the Company) not have an active Certificate of Authority to transact business in North Carolina, the Company (or the appropriate wholly owned subsidiary of the Company) shall file a Certificate of Authority with the Office of the Secretary of State to transact business in the State of North Carolina as required by North Carolina Law promptly after the execution of this Agreement.

### **H. Counterparts; Jurisdiction**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original. The parties submit to the exclusive jurisdiction of the state courts, Wake County.

### **I. Audit Right**

The Town reserves the right to require a certified audit or may perform the audit through the use of Its staff pertaining to the Company's compliance with the capital investment contemplated under this Agreement and the ongoing compliance with the job creation contemplated in this Agreement.

### **J. Annual Report**

## TOWN COUNCIL VERSION

In the event the Company is not a public company or should cease to be a public company, with its annual report publicly available online for review, the Company shall furnish to the Town a copy of its annual audit report performed by a certified public accountant as soon as It becomes available to the Company, but no later than six months following the Company's fiscal year end.

### **K. Due Authorization**

Each of the parties hereto represents and warrants to each of the other parties that the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate or governmental action on its part.

### **EXHIBIT LIST**

Exhibit A Map of Site and surrounding area.

Exhibit B: Land Disposition Contract Between County and Town Exhibit B:  
Development Fee Estimation Worksheet.

Exhibit C: Fee Estimate

Exhibit D: Business Investment Grant Payment Schedule and Examples

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

MyComputerCareer, Inc.

By: \_\_\_\_\_  
James A. Galai, President

**TOWN OF HOLLY SPRINGS**

*(Town Seal)*

BY: \_\_\_\_\_  
Randy J. Harrington, Town Manager

*ATTEST:*

\_\_\_\_\_  
Linda McKinney, Town Clerk  
Kathryn White, Deputy Town Clerk

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This document is sufficient as to form.

\_\_\_\_\_  
John P. Schifano, Town Attorney

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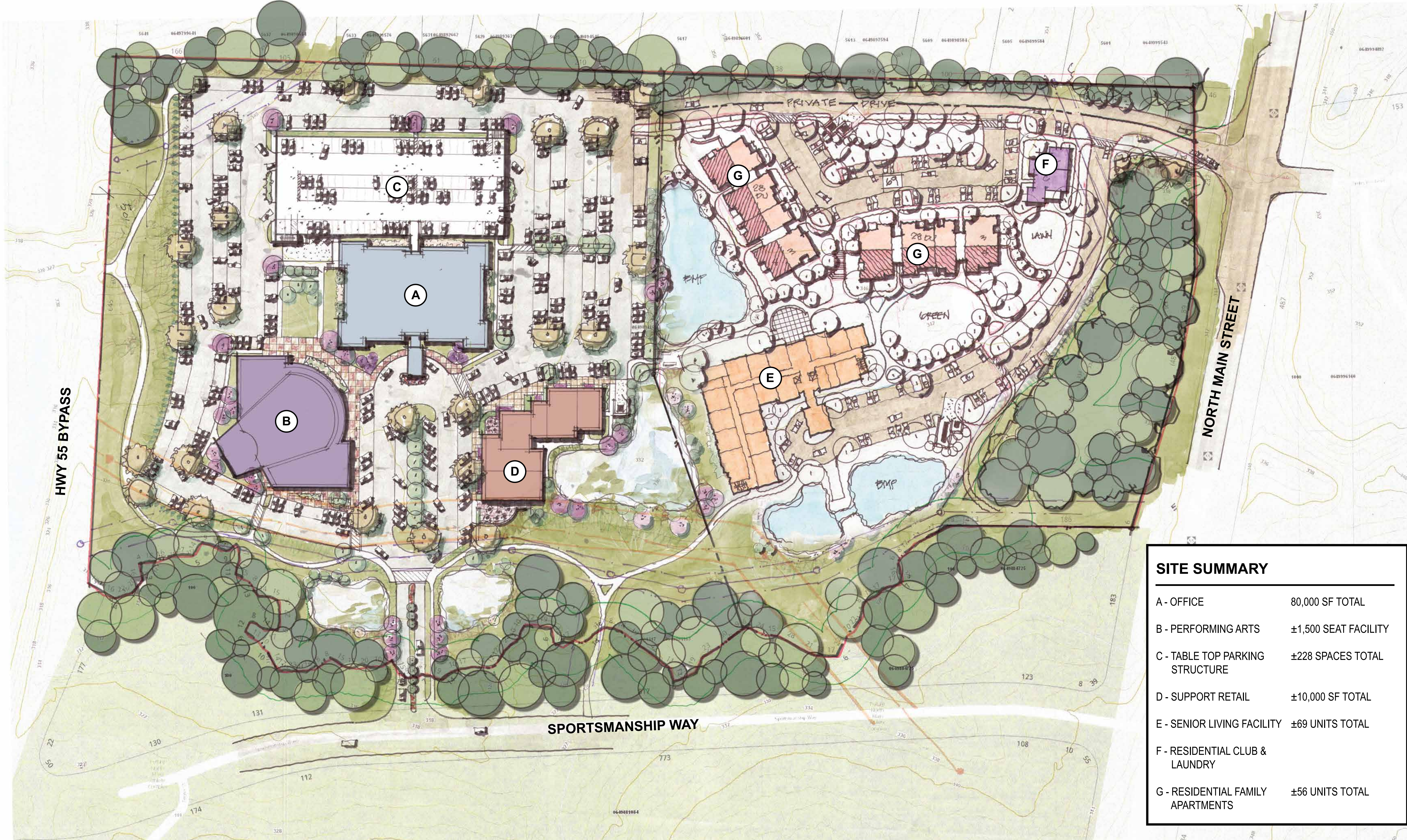
This instrument has been pre-audited in the manner proscribed by the Local Government Finance Act.

\_\_\_\_\_  
Antwan Morrison  
Finance Director

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TOWN COUNCIL VERSION

EXHIBIT A



| SITE SUMMARY                      |                      |
|-----------------------------------|----------------------|
| A - OFFICE                        | 80,000 SF TOTAL      |
| B - PERFORMING ARTS               | ±1,500 SEAT FACILITY |
| C - TABLE TOP PARKING STRUCTURE   | ±228 SPACES TOTAL    |
| D - SUPPORT RETAIL                | ±10,000 SF TOTAL     |
| E - SENIOR LIVING FACILITY        | ±69 UNITS TOTAL      |
| F - RESIDENTIAL CLUB & LAUNDRY    |                      |
| G - RESIDENTIAL FAMILY APARTMENTS | ±56 UNITS TOTAL      |



DHIC + CBC HOLLY SPRINGS AFFORDABLE HOUSING  
Holly Springs, North Carolina

Conceptual Site Plan - Scheme 1 A  
020027 | July 28, 2020  
© 2020 Cline Design Associates, PA. This graphic is for illustrative purposes only and is subject to change.

TOWN COUNCIL VERSION

**EXHIBIT B**

**NORTH CAROLINA****DISPOSITION CONTRACT****WAKE COUNTY****Pursuant to N.C.G.S. 160A-274**

This DISPOSITION CONTRACT (“Contract”) made and entered into this 17<sup>th</sup> day of November, 2020 by and between **WAKE COUNTY, NORTH CAROLINA**, a body politic and corporate, whose address is P.O. Box 550, Raleigh, North Carolina 27602 (the “County”) and the **TOWN OF HOLLY SPRINGS, NORTH CAROLINA**, a municipal corporation and body politic (the “Town”), jointly referred to herein as the “Parties.”

**WITNESSETH:**

WHEREAS, the County owns 19+ acres of real property (“the Property”) more particularly described in Exhibit "A" attached hereto and incorporated and further identified in Deed Book 5418, Page 249, Wake County Registry, located in Holly Springs, North Carolina; and

WHEREAS, by vote of the Wake County Board of Commissioners (“Board”) on or about June 5, 2017, the Property was declared “surplus”; and

WHEREAS, in January 2020, an RFP was released for the purpose of solicit offers for its sale pursuant which mandated a certain portion of the real property be utilized for the construction of affordable housing, subject to final acceptance by the Board; and

WHEREAS, My Computer Career, Inc. (“MCC”) and DHIC, Inc. (“DHIC”) were the only parties to respond to the RFP and submitted a satisfactory, joint proposal; and

WHEREAS, MCC and DHIC submitted a detailed RFP response that includes a plan for the subdivision of the real property into two parcels for the construction of affordable housing and commercial development; and

WHEREAS, MCC and DHIC have jointly engaged the Town and have developed a preliminary site plan with input from Town planning staff and have entered into a Memorandum of Agreement (MOA) originally dated September 16, 2020, and subsequently revised, approved by the respective governing boards of the County and Town; and

WHEREAS, the MOA process has yielded discussions between the County and Town staff regarding oversight and control of the collaborative development, wherein it has been determined that the County is best suited to handle the real estate transaction for the parcel intended to be dedicated for affordable housing in accordance with G.S. 153A-378(3) and the Town is best suited to handle the real estate transaction to for the parcel intended to be sold for commercial development under the Town’s economic development policy in accordance with G.S. 158-7.1; and

WHEREAS, notwithstanding the MOA, the Town shall maintain all jurisdictional control over land use planning and development permitting for the site given its location in the Town limits; and

WHEREAS, staff for the County and Town have negotiated a donative conveyance of an approximate 10+/- acre portion of the property (“Town Parcel”) as identified in Exhibit B, said conveyance being duly authorized by the Wake County Board of Commissioners on November 16, 2020 and the Town of Holly Springs Town Council on November 17, 2020, and subject to the terms and conditions of this Agreement; and

WHEREAS, the County will retain ownership of the approximate 9+/- acre portion of the property (“County Parcel”) as identified in Exhibit B for the purpose of facilitating development of the planned affordable housing; and

WHEREAS, upon the terms hereinafter set out, the County hereby agrees to transfer, and the said Town hereby agrees to accept fee simple ownership in Town Parcel.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the County and the Town agree that the terms and conditions governing the donative conveyance of the Town Parcel is as follows:

1. The Town Parcel shall be conveyed, without monetary consideration, to the Town pursuant to N.C.G.S. 160A-274, subject to the terms and conditions set forth and incorporated herein.
2. As a condition to the County’s donative conveyance of the Town Parcel, the Town must demonstrate satisfaction of the following special conditions prior to conveyance:
  - i. Rezoning of the Property to allow for intended development and use of a portion appropriate thereof for multi-family residential development;
  - ii. A resolution approved by the Town Council entered upon its minutes that: 1) authorizes the Manager to enter into this Contract, 2) accepts the conveyance of the Town Parcel subject to a deed restriction for public use with a compensation reservation in favor of the County in the event the parcel is sold or leased for non-public use, and 3) accepts conveyance of the Town Parcel with the condition that the County is not required to expend any additional funding to effectuate the conveyance or improve the Town Parcel; and
  - iii. Approval of a subdivision plat of the subject Property into two (2) separate parcels, roughly 9+/- acres and 10+/- to accommodate the intended development and use of the 9+/- acre parcel for multi-family residential development.
  - iv. Failure of the Town to comply with any of the above executory actions shall be considered a breach, and the remedy would be specific performance by the County, or its assigns.
3. As a condition to the County’s donative conveyance of the Town Parcel, the Town hereby obligates itself to the following executory actions, which may occur at any time relative to the conveyance:
  - i. Final site plan approval for the County Parcel vesting rights for the development of a multi-family residential development with a minimum of 125 units in conformance with the MOU and otherwise approved by the County;
  - ii. Failure of the Town to comply with any of the above executory actions shall be considered a breach, and the remedy would be specific performance by the County, or its assigns.
4. The Parties additionally make the following representations, warranties and covenants as of the date of this Contract and as of the date of closing; such representations, warranties and covenants shall survive closing:
  - i. The Parties have full authority to enter into this Contract and to execute all documents contemplated hereby, and their execution, delivery and performance of this Contract will not violate the provisions of any other contract or agreement to which either Party is bound.
  - ii. The Town Parcel will be conveyed in its present condition “as is”, “where is”, “with all faults,” environmental or otherwise, including both latent and patent defects, and without any

representations and warranties whatsoever from the County. Except for the express warranties contained herein, the Town hereby waives all warranties, and accepts the Town Parcel and any improvements thereon “as is” without recourse against the County.

- iii. The County shall not be required to expend any additional funding to effectuate the conveyance of the Town Parcel to the Town. The County shall not be required to make any additional improvements to the Town Parcel.
  - iv. The County has good and marketable title to the Town Parcel and has not pledged the Town Parcel as collateral or otherwise encumbered the Town Parcel with any security contract, lien (including materialmen’s lien), promissory note, Deed of Trust, or mortgage and as such, there are no known persons or entities other than County who have a right, claim, ownership or interest in the Town Parcel.
  - v. Within three (3) years of conveyance, the Town (and/or its designees/successors/assigns) covenants and agrees to develop the Town Parcel or offer for development to a third-party for uses compatible with the proposed multi-family residential development on the adjacent County Parcel. For purpose of clarity, the Parties agree that the uses described in the MOU (i.e., office space, neighborhood entertainment, and retail) are compatible. Until such time as the Town determines what portion of the Town Parcel shall be suitable for disposition to a third-party, the Town covenants and agrees that any use of the Town Parcel shall be a public use that is compatible with the proposed multi-family residential development planned on the County Parcel, as determined and approved by the Town. For purposes of this section, “public use” shall exclude any commercial uses of the Town Parcel that do not further or advance a municipal or governmental function, purpose, or activity. Nothing herein shall restrict the Town’s ability to independently determine appropriate public uses of the Town Parcel or to partner with private or non-profit entities for the joint use of the Town Parcel, provided the use is in keeping with the restrictions stated herein.
  - vi. The Town covenants and agrees that in the event the Town Parcel, or any portion thereof, is sold at a future date for monetary consideration, the Town will disburse the net sales proceeds derived from said sale to the County. For purposes of this provision, any sale of the Town Parcel, or a portion thereof, must comply with Article 12 of Chapter 160A of the North Carolina General Statutes and unless otherwise exempt, shall be sold for fair market value. For purposes of this Contract, fair market value shall be determined based on an appraisal performed by a licensed North Carolina MAI appraiser mutually selected by the Town and the County. This covenant is inserted as a condition to the donative conveyance and in consideration of the County’s investment in the Town Parcel. It is not the intent of this restriction to foreclose or restrict the Town’s ability to dispose of the Town Parcel in accordance with any of the disposition procedures set forth in Chapter 160A of the General Statutes, but to merely preserve the County’s consideration for transferring the Town Parcel in accordance with G.S. 160A-274 without the benefit of monetary consideration or payment to the County.
5. There are no prorations or adjustments between the Parties to be paid at closing.
  6. The Town Parcel must be in substantially the same condition at Closing as on the date of this Contract. The Town shall remove the County’s name or logo from all signage located on the Town Parcel within 30 days of closing.

7. Title will be delivered at closing by Non-Warranty Deed. The form of Deed for this transaction is attached hereto as “Exhibit C” and shall include the following special covenants and reservations, being further described in paragraphs 2 and 3 above:
- i. Covenant of Restriction on Use: The Town Parcel may be used for any public purpose without advancement of compensation to the Grantor. If a portion or portions of the Town Parcel are conveyed or leased for a non-public purpose, the Town shall receive consideration equal to fair market value and compensate the Grantor in accordance with the Compensation Reservation provision set forth herein. Any use of the Town Parcel shall be compatible with the multi-family residential use of the adjacent County Parcel.
  - ii. Grantor’s Compensation Reservation: As part of the consideration for this Deed, the County hereby reserves for itself the right to compensation in the event the Town Parcel, or any portion thereof, is leased, sold, conveyed, or transferred by the Town to a third-party (“Sale”) for monetary consideration. The Town hereby covenants and agrees that any Sale of the Town Parcel will not be less than fair market value as determined by a licensed North Carolina real estate appraiser. For purposes of this reservation, the County shall be entitled to a portion of the net proceeds “County Proceeds” (as defined and calculated below), derived from the Sale. The “County Proceeds” shall be calculated by subtracting from the “Net Closing Proceeds” received by the Town at closing, any reasonable costs or expenses incurred by the Town in maintaining the Town Parcel during the Town’s period of ownership, which shall not exceed \$50,000.00 (“Town Holding Costs”). The “Net Proceeds” shall be that same amount listed on the standard HUD- Settlement Statement “Cash to Seller” line, representing the net amount allocated to the Seller (Town) at closing or the rental payment proceeds as identified by a lease agreement. The “County Proceeds” shall be paid by the Town at or within three (3) business days from the closing date or alternatively to coincide with the first date of a prospective lease term.
- COUNTY PROCEEDS = Net Proceeds – Town Holding Costs
- iii. Reverter Clause: In the event the Town Parcel is not actively used by the Town or conveyed within three (3) years from the date of this Deed, all right, title, and interest in the property shall automatically revert to the grantor. The Parties understand that in order to accommodate the residential use on the County Parcel, it may be necessary to dedicate certain sections of the Town Parcel for right of way, easements, or other public uses necessary to serve the County Parcel. As such, in the event of any reverter, the Town shall transfer back to the County only those areas of the Town Parcel not otherwise encumbered by rights of way, easements, or other hereditaments necessary to accommodate the residential use on the County Parcel.
8. This Contract may not be assigned without approval of the Wake County Board of Commissioners and the Town Council.
9. Any provision herein contained which by its nature and effect if required to be observed, kept or performed after the closing shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
10. The Town acknowledges that it has preliminarily inspected the Town Parcel and has received due diligence documents and site inspection reports associated with the Town Parcel. The Town shall have the ability to perform due diligence to complete its final inspections, surveys, appraisals, environmental audits and other assessments any time before Closing, but shall coordinate with the County to obtain access to the Town Parcel for accomplishing the same. The Town and County shall equally split the costs associated with the survey work to be performed associated with the subdivision of the Property contemplated herein and the appraisal to be performed in accordance with Section 3(vi) of this Contract.

11. The Parties confirm they have not hired or engaged a broker or agent in this transaction. To the extent legally permissible, the Parties shall each indemnify and hold the other harmless from and against any claim made by any broker or other person or entity claiming a commission or fee as a result of having any Contract with the indemnifying party, in connection with this transaction.
12. The Town shall pay for the recording fees associated with the Non-Warranty Deed.
13. Subject to satisfaction of all closing conditions, the terms and conditions of this Contract, the Parties agree to execute any and all documents and papers necessary in connection with closing and transfer title on or before June 1, 2021 ("CLOSING DATE"), unless a later closing date is agreed to in writing.
14. This Contract contains the entire agreement of the Parties and there are no representations, inducements, or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all Parties.
15. The parties, their successors and/or assigns agree to cooperate with each other during development with respect to any temporary or utility easements necessary to effectuate the purpose of the MOU.

IN TESTIMONY WHEREOF, said parties have executed this CONTRACT in duplicate originals (one copy of which is retained by each party) the day and year written below.

BY: COUNTY

WAKE COUNTY

DocuSigned by:

David Ellis

B4AAFA58745C4F6...

David Ellis, County Manager

Date: 1/20/2021

BY TOWN:

TOWN OF HOLLY SPRINGS

DocuSigned by:

Randy Harrington

A2F12B3C8BFF436...

Randy J. Harrington, Town Manager

Date: 1/13/2021

DocuSigned by:

Linda McKinney

19AFC5DA5A02484...

Linda McKinney, Town Clerk

Date: 1/14/2021

Approved as to form:

DocuSigned by:

Beth Smerko

for

85195F081D384FA...

Scott W. Warren, County Attorney

DocuSigned by:

John Schifano

AF4587B51949401...

John Schifano, Town Attorney

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

DocuSigned by:

Antwan Morisson

F9F30B8ED80D44D...

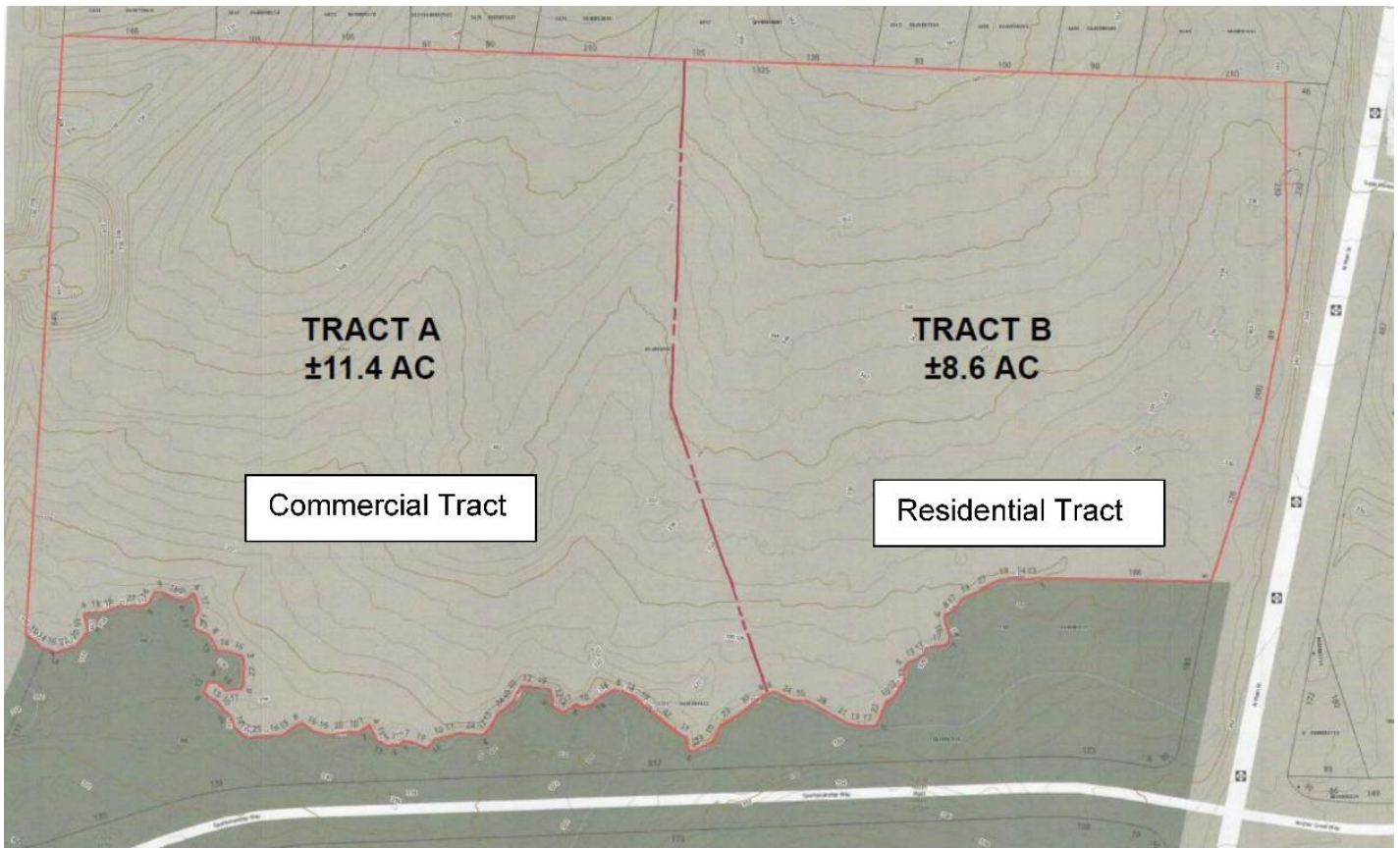
Town Finance Director, or designee

**EXHIBIT A**

**Being the 19.936+/- acre parcel depicted as Tract 2 on the Recombination Map of The County of Wake  
Property dated February 8, 2013 and recorded in Book of Maps 2013, Page 310, Wake County Registry.**

## **EXHIBIT B**

### **Proposed Subdivided Parcels (County Parcel & Town Parcel)**



*Proposed Site Subdivision*

**EXHIBIT C**  
**Non-Warranty Deed**

NO REVENUE

**Excise Tax: EXEMPT      Recording Time, Book and Page**

Real Estate ID: 0414978

Return after recording to:                      Grantee

This instrument was prepared by:              Wake County Attorney's Office

(WITHOUT      THE      BENEFIT      OF      TITLE  
EXAMINATION)

Brief description for the Index:              1317 N. Main Street, Holly Springs, NC 27540

**NORTH CAROLINA NON-WARRANTY DEED**

THIS DEED is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between

| <b><i>GRANTOR</i></b>                                                                                                | <b><i>GRANTEE</i></b>                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>WAKE COUNTY, NC,</b><br/>a body politic and corporate</p><br><br><br><p>P.O. Box 550<br/>Raleigh, NC 27602</p> | <p><b>TOWN OF HOLLY SPRINGS,</b><br/>a North Carolina municipal corporation</p><br><br><br><p>P.O. Box 8<br/>Holly Springs, NC 27540</p> |

The property conveyed by this instrument does not include the primary residence of the Grantor.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH, that the Grantor, pursuant to authorization from the Wake County Board of Commissioners on November 16, 2020 and the Town of Holly Springs Town Council on November 17, 2020 and in accordance with N.C.G.S. 160A-274 , hereby grants, donates and conveys unto Grantee in fee simple, without monetary consideration,

those tracts or parcels of land ("the Property") situated in Wake County, North Carolina, and more particularly described as follows:

**Being all of that parcel of land containing \_\_\_\_\_ acre as shown on the survey by \_\_\_\_\_ dated \_\_\_\_\_ entitled " \_\_\_\_\_ " and recorded in Book of Maps \_\_\_\_\_, Page \_\_\_\_\_, Wake County Registry.**

The property hereinabove described is a portion of the property that was acquired by Grantor by instrument recorded in Deed Book 5418, Page 0249, Wake County Registry, further represented as Tract 2 on the Recombination Map of The County of Wake Property dated February 8, 2013 and recorded in Book of Maps 2013, Page 310, Wake County Registry.

TO HAVE AND TO HOLD the aforesaid parcel of land and all privileges and appurtenances thereto belonging to the Grantee, its successors and assigns, subject to any restrictions and easements of record, including those reserved by Grantor herein.

Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

This Deed and conveyance of the Property is hereby limited by the following special covenants and Grantor reservations:

- i. Consideration for Grantor's donative conveyance herein is contingent on Grantee's approval of a 125 unit multi-family residential development on the parcel (Wake County REID#\_\_\_\_\_) adjacent to the Property. Grantee hereby covenants to carry out any executory actions associated with Grantor's development submittals associated therewith; failure of Grantee to grant development approval in association with the 125 unit residential development proposal shall be considered a breach of this covenant and is enforceable by specific performance by the County, or its assigns.
- ii. Covenant of Restriction on Use: The Property may be used for any public purpose without advancement of compensation to Grantor. If a portion or portions of the Property are conveyed or leased for a non-public purpose, Grantee shall require consideration equal to fair market value and compensate Grantor in accordance with the Compensation Reservation provision set forth herein. Any use of the Property shall be compatible with the proposed multi-family residential use on the adjacent parcel, Wake County REID #\_\_\_\_\_.
- iii. Grantor's Compensation Reservation: As part of the consideration for this Deed, Grantor hereby reserves for itself the right to compensation in the event the Property, or any portion thereof, is leased, sold, conveyed, or transferred by Grantee to a third-party ("Sale") for monetary consideration. Grantee hereby covenants and agrees that any Sale of the Property will not be less than fair market value as determined by a licensed North Carolina real estate appraiser. For purposes of this reservation, Grantor shall be entitled to a portion of the net proceeds "County Proceeds" (as defined and calculated below), derived from the Sale. The "County Proceeds" shall be calculated by subtracting from the "Net Closing Proceeds" received by Grantee at closing, any reasonable costs or expenses incurred by Grantee in maintaining the Property during Grantee's period of ownership, which shall not exceed \$50,000.00 ("Town Holding Costs"). The "Net Proceeds" shall be that same amount listed on the standard HUD- Settlement Statement "Cash to Seller" line, representing the net amount allocated to the Seller (Town) at closing or the rental payment proceeds as identified by a lease agreement. The "County Proceeds" shall be paid by Grantee at or within three (3) business days from the closing date or alternatively to coincide with the first date of a prospective lease term.

COUNTY PROCEEDS = Net Proceeds – Town Holding Costs

- iv. Reverter Clause: In the event the Property is not actively used by Grantee or conveyed within three (3) years from the date of this Deed, all right, title, and interest in the Property shall automatically revert to Grantor. The Parties understand that in order to accommodate the residential use on the adjacent parcel, it may be necessary to dedicate certain sections of the Property for right of way, easements, or other public uses. In the event of any reversion, Grantee shall transfer back to the County of Wake only those areas of

the Property not otherwise encumbered by rights of way, easements, or other hereditaments necessary to accommodate the proposed residential use of the adjacent parcel.

IN WITNESS WHEREOF, the Grantor, pursuant to action by the Wake County Board of Commissioners on November 16, 2020, has caused this instrument to be signed in its corporate name by its Chair of the Wake County Board of Commissioners, its corporate seal hereto affixed, and attested by its Clerk of the Wake County Board of Commissioners, by order of the Wake County Board of Commissioners, this the day and year first above written.

THE PROPERTY IS BEING CONVEYED IN ITS PRESENT CONDITION "AS IS", "WHERE IS", "WITH ALL FAULTS," ENVIRONMENTAL OR OTHERWISE, INCLUDING BOTH LATENT AND PATENT DEFECTS, AND WITHOUT ANY REPRESENTATIONS AND WARRANTIES WHATSOEVER FROM THE GRANTOR.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed and delivered.

**WAKE COUNTY, NORTH CAROLINA**

(Corporate Seal)

By: \_\_\_\_\_

Name: \_\_\_\_\_, Chair

Wake County Board of Commissioners

ATTESTED TO:

\_\_\_\_\_

Clerk to the Wake County Board of Commissioners

NORTH CAROLINA, WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, personally appeared before me this day and acknowledged that she is the Clerk of the Wake County Board of Commissioners, and that by authority duly given, the foregoing instrument was signed in its name by its Chair of the Wake County Board of Commissioners, sealed with its corporate seal and attested by \_\_\_\_\_ as its Clerk.

Witness my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

NOTARY PUBLIC

\_\_\_\_\_

Printed Name

My Commission Expires: \_\_\_\_\_

TOWN COUNCIL VERSION

**EXHIBIT C**

Town of Holly Springs

# Non-Residential Development Fee Schedule Worksheet

Effective July 1, 2019 – June 30, 2020



Commercial Development  
Office Development  
Industrial Development

Planning & Zoning Development Fees  
Engineering Development Fees  
Building Code Fees

**The fees in this document or any estimates provided to you by Staff are only valid for plan or permit submittals/approvals (whichever is applicable) made during the effective dates of this schedule. All fees are subject to change on July 1 of each year. If plans or permits are submitted and/or approved after June 30, the fee estimate may no longer be valid and the fees may be higher than estimated. For a complete list of all Town fees, see the Fee Schedule in the Town Budget.**



**Town of Holly Springs Non-Residential Fee Schedule**  
Effective July 1, 2019 – June 30, 2020

## STEP 1: DEVELOPMENT PETITION SUBMITTAL

Zoning/Subdivision/Site Plan Review

*Calculated and collected by Planning & Zoning at time of petition submittal (919.557.3908)*

Step 1 Fee Estimate  
prepared by:

| <b>Rezoning Petition</b>                                                                    | <b>Fee</b>                                                       | <b>Amount Due</b> |
|---------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------------------|
| Zone Map Change Petition                                                                    | \$900 + \$10/acre<br>(double fee for part parcel)                | <b>\$2196.00</b>  |
| <b>Planned Unit Development Packet</b>                                                      | <b>Fee</b>                                                       | <b>Amount Due</b> |
| PUD Mater Plan / Major Amendment                                                            | \$1,500 + \$10/acre<br>(double fee for part parcel)              |                   |
| <b>Development Petition</b>                                                                 | <b>Fee</b>                                                       | <b>Amount Due</b> |
| Development Plan: New / Major Amendment                                                     | \$1,000 + \$5/acre: <u>11.4</u> Acres * / **                     | <b>\$1057.00</b>  |
| Subdivision Plan: Master Plan                                                               | \$700 + \$5/acre: <u>19.98</u> Acres * / **                      | <b>\$800.00</b>   |
| Subdivision Plan: Preliminary Plan / Major Amendment / Detailed Administrative Phase Review | \$700 + \$5/lot                                                  |                   |
| Special Exception Use (double fee for part parcel)                                          | \$500                                                            |                   |
| Master Sign Plan                                                                            | \$200 + App Waiver and/or Var Fees                               |                   |
| Appeal of Director's Determination                                                          | ½ of Original Fee of \$ _____                                    |                   |
| <b>Development Waiver/Alternate Compliance Petition</b>                                     | <b>Fee</b>                                                       | <b>Amount Due</b> |
| UDO Waiver/Alternate Compliance                                                             | \$100/each                                                       | <b>\$1000.00</b>  |
| <b>Board of Adjustment</b>                                                                  | <b>Fee</b>                                                       | <b>Amount Due</b> |
| Variance                                                                                    | BOA \$350* / Town Council \$100*<br>(double fee for part parcel) |                   |
| Variance After the Fact                                                                     | \$500* (double fee for part parcel)                              |                   |
| Administrative Appeal                                                                       | \$250                                                            |                   |
| <b>General Fees</b>                                                                         |                                                                  |                   |
| Additional Review Fee                                                                       | 1/2 of Original Fee of \$ _____                                  |                   |
| Minor Amendment                                                                             | \$200/plan                                                       |                   |
| <b>Step 1 Subtotal</b>                                                                      |                                                                  | <b>\$5053</b>     |

\* Double fee for part parcel

\*\* Round to nearest tenth 0.0

## STEP 2: CONSTRUCTION DRAWING SUBMITTAL

Construction/Environmental/Stormwater/Special Studies Review

*Calculated and collected by Engineering at time of plan submittal (919.557.3938)*

Step 2 Fee Estimate  
prepared by:

| <b>Construction Drawing Plan Review</b>                                                               | <b>Fee</b>                                                    | <b>Amount Due</b> |
|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|-------------------|
| Construction Drawing – Subdivision (Covers 1 <sup>st</sup> & 2 <sup>nd</sup> Reviews)                 | \$650 + \$50 x _____ Lots                                     |                   |
| Construction Drawing – Site (Covers 1 <sup>st</sup> & 2 <sup>nd</sup> Reviews)                        | 0-5 acres \$1,000<br>5-20 acres \$1,400<br>> 20 acres \$1,750 | <b>\$1400</b>     |
| Major Plan Revision (per review)                                                                      | \$1,000                                                       |                   |
| Construction Drawing – Other (Ex. Utility or Roadway) (Per Review)                                    | \$1,500                                                       |                   |
| Construction Drawing - Subsequent Plan Reviews (Per Review after 2 <sup>nd</sup> Review)              | \$450                                                         | <b>\$900</b>      |
| Construction Drawing - Revisions Plan Review (Covers 1 <sup>st</sup> & 2 <sup>nd</sup> Reviews)       | \$450                                                         |                   |
| Construction Drawing Revisions – Subsequent Plan Reviews (Per Review after 2 <sup>nd</sup> Review)    | \$450                                                         |                   |
| Preliminary Pump Station Site Plan Review (Covers 1 <sup>st</sup> & 2 <sup>nd</sup> Reviews)          | \$650                                                         |                   |
| Construction Drawing Pump Station Review (Covers 1 <sup>st</sup> & 2 <sup>nd</sup> Review)            | \$1,000                                                       |                   |
| Subsequent Pump Station Reviews (Site Plan and CD) *Covers 1 <sup>st</sup> & 2 <sup>nd</sup> Reviews) | \$400                                                         |                   |
| Timbering Review (Per – Review)                                                                       | \$500                                                         |                   |



# Town of Holly Springs Non-Residential Fee Schedule

Effective July 1, 2019 – June 30, 2020

|                                                                                                                                                                                                                                                                                      |                                      |                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------------------------|
| Construction As-Built Review                                                                                                                                                                                                                                                         | \$200                                | \$200                            |
| Irrigation Well Review                                                                                                                                                                                                                                                               | \$200                                |                                  |
| <b>Environmental Plan Review</b>                                                                                                                                                                                                                                                     | <b>Fee</b>                           | <b>Amount Due</b>                |
| Subdivision/Site/Residential Lots (Covers 1 <sup>st</sup> & 2 <sup>nd</sup> Reviews)                                                                                                                                                                                                 | \$300 x <u>20</u> Acres              | \$6000                           |
| Subsequent Plan Review /Revision (per Review)                                                                                                                                                                                                                                        | \$450                                |                                  |
| Additional Reviews after 2 <sup>nd</sup> Review                                                                                                                                                                                                                                      | \$450/each additional review         |                                  |
| Environmental Variance/Waiver Reviews (Per Review)                                                                                                                                                                                                                                   | \$300                                |                                  |
| Environmental Variance/Waiver/Appeal Review After Fact Filing Fee (Per Review)                                                                                                                                                                                                       | \$500                                |                                  |
| <b>NPDES Stormwater Review</b>                                                                                                                                                                                                                                                       | <b>Fee</b>                           | <b>Amount Due</b>                |
| NPDES - Subdivision (Covers 1 <sup>st</sup> & 2 <sup>nd</sup> Reviews)                                                                                                                                                                                                               | \$500 + \$25 x <u>    </u> Lots      |                                  |
| NPDES - Site (Covers 1 <sup>st</sup> & 2 <sup>nd</sup> Reviews)                                                                                                                                                                                                                      | ≤20 Acres \$850<br>>20 Acres \$1,200 | \$850                            |
| NPDES - Stormwater Subsequent Reviews/ Revisions (1 <sup>st</sup> & 2 <sup>nd</sup> review)                                                                                                                                                                                          | \$500                                |                                  |
| <b>Utility Permit Fees (Due with Permit Application)</b>                                                                                                                                                                                                                             | <b>Fee</b>                           | <b>Amount Due</b>                |
| Water Permit Processing                                                                                                                                                                                                                                                              | \$200                                | \$200                            |
| Wastewater Permit Processing                                                                                                                                                                                                                                                         | \$200                                | \$200                            |
| Reclaimed Water Permit Processing                                                                                                                                                                                                                                                    | \$200                                |                                  |
| <b>Special Study Review Fees</b>                                                                                                                                                                                                                                                     | <b>Fee</b>                           | <b>Amount Due</b>                |
| <b>Special Study</b> (Flood Study, Traffic Impact Analysis, Sewer, Basin, Fire Flow/Hydraulic Analysis, Pump Station, etc.)<br>(Covers 1 <sup>st</sup> & 2 <sup>nd</sup> Reviews) <b>NOTE: Actual costs are to be paid by the Engineer/Developer and can be in excess of \$5,000</b> | \$350 Plus Actual Cost               | \$1400 + actual cost (4 studies) |
| Special Study Subsequent Reviews and Plan Revisions (per review)                                                                                                                                                                                                                     | \$200 Plus Actual Cost               | \$400                            |
| Hydraulic Model Update Fee                                                                                                                                                                                                                                                           | Proportionate to Development         | \$1000                           |
| <b>Step 2 Subtotal</b>                                                                                                                                                                                                                                                               |                                      | <b>\$12550</b>                   |

## STEP 3: CONSTRUCTION DRAWING APPROVAL

Calculated and collected by Engineering prior to Construction Drawing Approval (919.557.3938)

Step 3 Fee Estimate prepared by:

|                                                                                                                                            |                                                                                                                                                                        |                    |
|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>Land Disturbance Permit</b>                                                                                                             | <b>Fee</b>                                                                                                                                                             | <b>Amount Due</b>  |
| Land Disturbance (Grading Permit)/Residential Lots Plan                                                                                    | \$400 x <u>    </u> acres                                                                                                                                              |                    |
| <b>NPDES Stormwater Fee (for Stormwater Permit)</b>                                                                                        | <b>Fee</b>                                                                                                                                                             | <b>Amount Due</b>  |
| Storm drainage pipe                                                                                                                        | <u>300</u> LF @ \$2.10/LF <b>plus</b><br><br>BMP's ≤ 5 acres drainage<br><u>1</u> units @ \$300 each<br><br>BMP's > 5 acres drainage<br><u>    </u> units @ \$500 each | \$630<br><br>\$300 |
| Stormwater As-built/Engineer Certification Administration                                                                                  | \$200                                                                                                                                                                  | \$200              |
| Annual Stormwater BMP Inspection & Administration                                                                                          | <5 acres drainage \$150 per BMP<br>>5 acres drainage \$200 per BMP                                                                                                     | \$150              |
| Neuse River Basin: Total fee-in-lieu = number of pounds/acre/year to be offset x acres in development x 30 yrs x \$18.49 per pound         |                                                                                                                                                                        |                    |
| Cape Fear River Basin: Total fee-in-lieu = number of pounds/acre/year to be offset x acres in impervious surface x 30 yrs x \$14 per pound |                                                                                                                                                                        | UNKNOWN            |
| <b>Development Utility Inspection Fees</b>                                                                                                 | <b>Fee</b>                                                                                                                                                             | <b>Amount Due</b>  |
| Sewer                                                                                                                                      | <u>400</u> LF @ \$2.10/LF                                                                                                                                              | \$840              |
| Water                                                                                                                                      | <u>1200</u> LF @ \$1.85/LF                                                                                                                                             | \$2520             |



**Town of Holly Springs Non-Residential Fee Schedule**  
Effective July 1, 2019 – June 30, 2020

|                                               |                                                               |                   |
|-----------------------------------------------|---------------------------------------------------------------|-------------------|
| Reclaimed                                     | LF @ \$2.10/LF                                                |                   |
| Streets/Firelanes                             | <b>8000</b> LF @ \$2.10/LF/Lane                               | <b>\$16800</b>    |
| Sidewalks                                     | <b>1000</b> LF @ \$2.10/LF                                    | <b>\$2100</b>     |
| Greenway                                      | LF @ \$1.85 LF                                                |                   |
| Pump Station Inspection                       | \$1,500.00                                                    |                   |
| Re-Inspection Fee                             | \$ 0.25/LF after 1 <sup>st</sup> / 2 <sup>nd</sup> inspection |                   |
| <b>Development Fees in Lieu of Assessment</b> | <b>Fee</b>                                                    | <b>Amount Due</b> |
| Payment in Lieu - Street Widening             | Per approved engineer's estimate                              |                   |
| Payment in Lieu - Infrastructure Improvements | Per approved IRA by DOE                                       |                   |
| Payment in Lieu - Street Light Installation   | \$2,000 per light                                             |                   |
| <b>Step 3 Subtotal</b>                        |                                                               | <b>\$23540</b>    |

## STEP 4: FINAL PLAT& ROW/EASEMENT PLATS

Subdivision Plat

*Calculated and collected by Planning & Zoning at time of submittal (919.557.3908)*

Step 4 Fee Estimate  
prepared by:

| <b>Final Plat/Minor Subdivision/Recombination Plat</b>           | <b>Fee</b>                                    | <b>Amount Due</b> |
|------------------------------------------------------------------|-----------------------------------------------|-------------------|
| Final Subdivision Plat                                           | \$300 + \$10/per lot                          | <b>\$310</b>      |
| Minor Subdivision /Recombination Plat                            | \$200                                         |                   |
| Amendment to Recorded Plat or Exempt Plat                        | \$200 per plat                                |                   |
| Each Additional Plat Review not included in base fee             | ½ of Original Final Plat Fee Original Fee: \$ |                   |
| Exempt Plat or Easement R/W Plat (if not amending existing plat) | \$200                                         | <b>\$200</b>      |
| <b>Step 4 Subtotal</b>                                           |                                               | <b>\$510</b>      |

Infrastructure and Stormwater Bonding

*Calculated and collected by Engineering at time of submittal (919.557.3938)*

| <b>Bonding</b>                    | <b>Fee</b>                                     | <b>Amount Due</b> |
|-----------------------------------|------------------------------------------------|-------------------|
| Infrastructure Surety Performance | New- \$350 each<br>Revised/Renewal- \$300 each | <b>\$350</b>      |
| Infrastructure Surety Warranty    | New- \$350 each<br>Revised/Renewal- \$300 each | <b>\$350</b>      |
| Stormwater BMP Surety Performance | New- \$350 each<br>Revised/Renewal- \$300 each | <b>\$350</b>      |
| Stormwater BMP Surety Maintenance | New- \$350 each<br>Revised/Renewal- \$300 each | <b>\$350</b>      |
| <b>Step 4 Subtotal</b>            |                                                | <b>\$1400</b>     |

**NOTE: The Stormwater BMP Surety Maintenance must be in CASH;  
To be calculated and due before maintenance period begins.**

## STEP 5: BUILDING PERMIT SUBMITTAL

*Calculated and collected by Building Code Enforcement at issuance of building permit (919.557.3915)*

Step 5 Fee Estimate  
prepared by:

**Refunds will be issued when requested, less any Administrative and/or Plan Review Fees for any permit, which has not expired, and the construction has not been started.**

**Building Code's Fees not included in the fee schedule or fees for unique situations will be referred to supervisory staff and subsequently to the Department Director for approval**

| <b>Technology Surcharge</b>                                               | <b>Amount Due</b>          |
|---------------------------------------------------------------------------|----------------------------|
| All permits are subject to a technology surcharge fee at 4% of permit fee | 4% of building permit fees |

|                  |                      |                              |
|------------------|----------------------|------------------------------|
| <b>Water and</b> | Office/Institutional | Retail/Restaurant/Industrial |
|------------------|----------------------|------------------------------|



# Town of Holly Springs Non-Residential Fee Schedule

Effective July 1, 2019 – June 30, 2020

| Sewer<br>(charged<br>separately)                                | <3,000 sq.<br>ft.          | >3,001-<br>>20,000 sq.<br>ft. | > 20,001<br>sq. ft.                  | <3,000<br>sq.ft.           | >3,001-<br>>20,000<br>sq.ft. | >20,001<br>sq.ft.          | Amount Due                                                          |
|-----------------------------------------------------------------|----------------------------|-------------------------------|--------------------------------------|----------------------------|------------------------------|----------------------------|---------------------------------------------------------------------|
| Irrigation ¾"                                                   | \$3,200                    | \$3,200                       | \$3,200                              | \$3,200                    | \$3,200                      | \$3,200                    |                                                                     |
| Irrigation<br>(reclaimed)                                       | \$1,650                    | \$1,650                       | \$1,650                              | \$1,650                    | \$1,650                      | \$1,650                    |                                                                     |
| ¾" meter                                                        | S: \$3,741<br>W: \$4,054   | S: \$4,528<br>W: \$4,907      | S: \$6,497<br>W: \$7,041             | S: \$4,528<br>W: \$4,907   | S: \$5,316<br>W: \$5,760     | S: \$7,285<br>W: \$7,894   | <u>Water</u><br><br><b>\$14,722 x3<br/>buildings<br/>(\$44,166)</b> |
| 1" meter                                                        | S: \$4,135<br>W: \$3,150   | S: \$5,315<br>W: \$5,760      | S: \$7,285<br>W: \$7,894             | S: \$4,922<br>W: \$5,334   | S: \$6,104<br>W: \$6,613     | S: \$8,073<br>W: \$8,747   |                                                                     |
| 1 ¼" meter                                                      | S: \$4,922<br>W: \$5,334   | S: \$6,103<br>W: \$6,614      | S: \$8,072<br>W: \$8,748             | S: \$6,103<br>W: \$6,614   | S: \$6,891<br>W: \$7,467     | S: \$8,860<br>W: \$9,601   |                                                                     |
| 1 ½" meter                                                      | S: \$5,710<br>W: \$6,188   | S: \$6,890<br>W: \$7,467      | S: \$8,860<br>W: \$9,601             | S: \$6,890<br>W: \$7,467   | S: \$7,679<br>W: \$8,320     | S: \$9,648<br>W: \$10,454  |                                                                     |
| 2" meter                                                        | S: \$6,498<br>W: \$7,041   | S: \$8,859<br>W: \$9,601      | S: \$10,435<br>W: \$11,308           | S: \$7,284<br>W: \$7,894   | S: \$9,648<br>W: \$10,453    | S: \$11,223<br>W: \$12,161 |                                                                     |
| 3" meter                                                        | S: \$7,285<br>W: \$7,895   | S: \$10,434<br>W: \$11,307    | S: \$12,010<br>W: \$13,015           | S: \$8,072<br>W: \$8,747   | S: \$11,223<br>W: \$12,160   | S: \$12,798<br>W: \$13,868 | <u>Sewer</u><br><br><b>\$13,585 x3<br/>buildings<br/>(\$40,755)</b> |
| 4" meter                                                        | S: \$8,073<br>W: \$8,748   | S: \$12,009<br>W: \$13,014    | S: \$13,585<br>W: \$14,722           | S: \$8,859<br>W: \$9,601   | S: \$12,798<br>W: \$13,867   | S: \$14,345<br>W: \$15,575 |                                                                     |
| 6" meter                                                        | S: \$15,948<br>W: \$17,283 | S: \$19,884<br>W: \$21,548    | S: \$23,822<br>W: \$25,817           | S: \$19,884<br>W: \$21,548 | S: \$23,824<br>W: \$25,813   | S: \$27,762<br>W: \$30,083 |                                                                     |
| 8" meter                                                        | S: \$23,824<br>W: \$25,818 | S: \$27,759<br>W: \$30,082    | S: \$31,697<br>W: \$34,352           | S: \$27,759<br>W: \$30,082 | S: \$31,699<br>W: \$34,347   | S: \$35,637<br>W: \$38,617 |                                                                     |
| Town-Installed Taps ( ** or actual cost, whichever is greater)  |                            |                               |                                      |                            |                              |                            | Amount Due                                                          |
| Water (for ¾" only)                                             |                            |                               | \$1,500/unit                         |                            |                              |                            |                                                                     |
| Wastewater (for 4" only)                                        |                            |                               | \$1,500/unit                         |                            |                              |                            |                                                                     |
| Reclaimed                                                       |                            |                               | \$1,500/unit                         |                            |                              |                            |                                                                     |
| Add for street cut **                                           |                            |                               | \$500 each                           |                            |                              |                            |                                                                     |
| Add for street bore **                                          |                            |                               | \$500 each                           |                            |                              |                            |                                                                     |
| Add for curb & gutter crossing **                               |                            |                               | \$250 each                           |                            |                              |                            |                                                                     |
| Developer-Installed Taps (all new developments)                 |                            |                               |                                      |                            |                              |                            |                                                                     |
| Water                                                           |                            |                               | \$150/unit                           |                            |                              | \$150                      |                                                                     |
| Wastewater                                                      |                            |                               | \$150/unit                           |                            |                              | \$150                      |                                                                     |
| Reclaimed                                                       |                            |                               | \$150/unit                           |                            |                              |                            |                                                                     |
| Potable Water Meter Fees Octave meters replaced compound meters |                            |                               |                                      |                            |                              |                            |                                                                     |
| Meter Cost by Size                                              |                            | Fee                           | Meter Cost by Size                   |                            | Fee                          | Amount Due                 |                                                                     |
| ¾"                                                              |                            | \$326.25                      | 3"                                   |                            | \$2,700                      | \$10,500                   |                                                                     |
| 1"                                                              |                            | \$433.50                      | 4"                                   |                            | \$3,500                      |                            |                                                                     |
| 1 1/2"                                                          |                            | \$875                         | 6"                                   |                            | \$5,400                      |                            |                                                                     |
| 2"                                                              |                            | \$2,500                       | 8"                                   |                            | \$6,825                      |                            |                                                                     |
| Irrigation Services                                             |                            |                               |                                      |                            |                              |                            |                                                                     |
| Meter Cost by Size                                              |                            | Fee                           | Meter Cost by Size                   |                            | Fee                          | Amount Due                 |                                                                     |
| ¾"                                                              |                            | \$326.25                      | 3"                                   |                            | \$2,700                      | \$433.50                   |                                                                     |
| 1"                                                              |                            | \$433.50                      | 4"                                   |                            | \$3,500                      |                            |                                                                     |
| 1 ½"                                                            |                            | \$875                         | 6"                                   |                            | \$5,400                      |                            |                                                                     |
| 2"                                                              |                            | \$2,500                       | 8"                                   |                            | \$6,825                      |                            |                                                                     |
| Town Installed Irrigation Tap Fee                               |                            |                               |                                      |                            |                              |                            |                                                                     |
| ¾" split service only (greater than ¾" cost to be determined)   |                            |                               | Fee                                  |                            |                              | Amount Due                 |                                                                     |
|                                                                 |                            |                               | \$1,500                              |                            |                              |                            |                                                                     |
| Engineering Inspection Fees                                     |                            |                               |                                      |                            |                              |                            |                                                                     |
|                                                                 |                            |                               | Fee                                  |                            |                              | Amount Due                 |                                                                     |
| Driveways                                                       |                            |                               | \$125 each                           |                            |                              |                            |                                                                     |
| Lot or Site Final (Prior to C.O.)                               |                            |                               | \$200 each                           |                            |                              | \$200                      |                                                                     |
| Reclaimed Irrigation Installation Inspection                    |                            |                               | \$200 each                           |                            |                              |                            |                                                                     |
| Utility Encroachment Permit                                     |                            |                               | Without bore \$50<br>With bore \$100 |                            |                              |                            |                                                                     |
| NON-RESIDENTIAL BUILDING PERMIT FEES                            |                            |                               |                                      |                            |                              |                            |                                                                     |
| Construction Cost                                               |                            | Permit Fee                    | Construction Cost                    |                            | Permit Fee                   | Amount Due                 |                                                                     |
| \$0.00-\$ 1,500                                                 |                            | \$ 250                        | \$ 100,001-\$ 200,000                |                            | \$ 2,500                     |                            |                                                                     |
| \$ 1, 5001-\$ 2,500                                             |                            | \$ 350                        | \$ 200,001-\$ 350,000                |                            | \$ 4,500                     |                            |                                                                     |



# Town of Holly Springs Non-Residential Fee Schedule

Effective July 1, 2019 – June 30, 2020

|                                                                                                                                                                                            |                               |                                                                                                      |                                                      |                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------------------------------------------------------------------------------------------|------------------------------------------------------|-------------------|
| \$ 2,501-\$25,000                                                                                                                                                                          | \$ 425                        | \$ 350,001-\$ 500,000                                                                                | \$ 6,000                                             |                   |
| \$ 25, 001-\$50,000                                                                                                                                                                        | \$ 650                        | \$ 500,001-\$ 750,000                                                                                | \$ 8,000                                             |                   |
| \$ 50,001-\$100,000                                                                                                                                                                        | \$ 1,200                      | \$ 750,001-\$ 1,000,000                                                                              | \$ 10,000                                            |                   |
|                                                                                                                                                                                            |                               | Over \$1,000,000                                                                                     | \$ 10,000 + 0.15% of each million or portion thereof |                   |
| <b>Square Footage</b>                                                                                                                                                                      | <b>Plan Review Fees</b>       | <b>Square Footage</b>                                                                                | <b>Plan Review Fees</b>                              | <b>Amount Due</b> |
| 0-5,000 sf                                                                                                                                                                                 | \$ 150                        | 10,001-25,000                                                                                        | \$ 250                                               |                   |
| 5,001-10,000 sf                                                                                                                                                                            | \$ 200                        | >25,001                                                                                              | \$ 300                                               |                   |
| Permit Revision                                                                                                                                                                            | \$150                         |                                                                                                      |                                                      |                   |
| <b>Square Footage</b>                                                                                                                                                                      | <b>Permit Processing Fees</b> | <b>Square Footage</b>                                                                                | <b>Permit Processing Fees</b>                        | <b>Amount Due</b> |
| 0-5,000 sf                                                                                                                                                                                 | \$ 75                         | 10,001-25,000                                                                                        | \$ 125                                               |                   |
| 5,001-10,000 sf                                                                                                                                                                            | \$ 100                        | >25,001                                                                                              | \$ 150                                               |                   |
| <b>Construction/Sales Trailer (Must obtain a UDO Permit through Planning Dept prior)</b>                                                                                                   |                               | <b>Fee</b>                                                                                           |                                                      | <b>Amount Due</b> |
| Construction/Sales Trailer                                                                                                                                                                 |                               | \$ 150                                                                                               |                                                      |                   |
| Permit Processing                                                                                                                                                                          |                               | \$ 25                                                                                                |                                                      |                   |
| Plan Review                                                                                                                                                                                |                               | \$ 50                                                                                                |                                                      |                   |
| Permit Revision                                                                                                                                                                            |                               | \$ 50                                                                                                |                                                      |                   |
| <b>Non-Residential Trade Fees</b>                                                                                                                                                          |                               | <b>Fee</b>                                                                                           |                                                      | <b>Amount Due</b> |
| Building                                                                                                                                                                                   |                               | \$ 150                                                                                               |                                                      |                   |
| Electrical                                                                                                                                                                                 |                               | \$ 150                                                                                               |                                                      |                   |
| Mechanical                                                                                                                                                                                 |                               | \$ 150                                                                                               |                                                      |                   |
| Plumbing                                                                                                                                                                                   |                               | \$ 150                                                                                               |                                                      |                   |
| <b>Other Building Permit Fees</b>                                                                                                                                                          |                               | <b>Fee</b>                                                                                           |                                                      | <b>Amount Due</b> |
| Working without Permit                                                                                                                                                                     |                               | Double Permit Fees                                                                                   |                                                      |                   |
| Planning & Zoning UDO Permit Fee (due on all permits)                                                                                                                                      |                               | \$100                                                                                                |                                                      |                   |
| Re-inspection Fee (Violations over 7; Not ready; Previous Violation(s) Not Corrected; Violation of DPM)                                                                                    |                               | \$75 per trip                                                                                        |                                                      |                   |
| Certificate of Occupancy C/O (same business day)                                                                                                                                           |                               | \$50                                                                                                 |                                                      |                   |
| Stop Work Order                                                                                                                                                                            |                               | \$150                                                                                                |                                                      |                   |
| Add/Change Contractor (per permit/per trade)                                                                                                                                               |                               | \$50                                                                                                 |                                                      |                   |
| Expired Permit Renewal                                                                                                                                                                     |                               | 25% of Permit Cost                                                                                   |                                                      |                   |
| Conditional Power                                                                                                                                                                          |                               | \$150                                                                                                |                                                      |                   |
| Demolition Permit                                                                                                                                                                          |                               | \$150                                                                                                |                                                      |                   |
| After Hours Inspections (2 business day notice)                                                                                                                                            |                               | \$125/hr, min 2 hrs if directly after work hours; \$125/hr, min 3 hrs if Inspector has to leave home |                                                      |                   |
| Misc. Inspection                                                                                                                                                                           |                               | \$150                                                                                                |                                                      |                   |
| Change of Occupancy or Use Permit                                                                                                                                                          |                               | \$150                                                                                                |                                                      |                   |
| Stocking C/O                                                                                                                                                                               |                               | \$150                                                                                                |                                                      |                   |
| Temporary C/O (2 business day notice)                                                                                                                                                      |                               | \$250                                                                                                |                                                      |                   |
| Temporary C/O (same business day)                                                                                                                                                          |                               | \$400                                                                                                |                                                      |                   |
| Temporary C/O Renewal                                                                                                                                                                      |                               | \$200                                                                                                |                                                      |                   |
| Express Review                                                                                                                                                                             |                               | \$500/hr, min 2 hrs                                                                                  |                                                      |                   |
| Express Review (Re-review)                                                                                                                                                                 |                               | \$500/hr, min 1 hr + \$125 per 15 minute increments                                                  |                                                      |                   |
| Express Review Cancellation (less than 3 business day notice)                                                                                                                              |                               | No Refund                                                                                            |                                                      |                   |
| Temporary Right-of-Way Signs                                                                                                                                                               |                               | \$25/sign                                                                                            |                                                      |                   |
| <b>Fire Department Non-Residential Building Permit Fees</b>                                                                                                                                |                               |                                                                                                      |                                                      |                   |
| <b>Fire Department Fees not included in the fee schedule or fees for unique situations will be referred to supervisory staff and subsequently to the Department Director for approval.</b> |                               |                                                                                                      |                                                      |                   |
| <b>Square Footage</b>                                                                                                                                                                      | <b>HSFD Plan Review Fees</b>  | <b>Square Footage</b>                                                                                | <b>HSFD Plan Review Fees</b>                         | <b>Amount Due</b> |
| 0-5,000 sf                                                                                                                                                                                 | \$ 150                        | 10,001-25,000                                                                                        | \$ 250                                               |                   |
| 5,001-10,000 sf                                                                                                                                                                            | \$ 200                        | >25,001                                                                                              | \$ 300                                               |                   |
| Permit Revision                                                                                                                                                                            | \$ 150                        |                                                                                                      |                                                      |                   |



**Town of Holly Springs Non-Residential Fee Schedule**  
Effective July 1, 2019 – June 30, 2020

| <i>Square Footage</i>                                                                                            | <i>HSFD Permit Processing Fees</i> | <i>Square Footage</i>                                                                                   | <i>HSFD Permit Processing Fees</i> | <i>Amount Due</i> |
|------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------|------------------------------------|-------------------|
| 0-5,000 sf                                                                                                       | \$ 150                             | 10,001-25,000                                                                                           | \$ 250                             |                   |
| 5,001-10,000 sf                                                                                                  | \$ 200                             | >25,001                                                                                                 | \$ 300                             |                   |
| <b>Fire Department Fire Alarm &amp; Fire Sprinkler Permit Fees</b>                                               |                                    |                                                                                                         |                                    |                   |
| <i>Square Footage</i>                                                                                            | <i>HSFD Plan Review Fees</i>       | <i>Square Footage</i>                                                                                   | <i>HSFD Plan Review Fees</i>       | <i>Amount Due</i> |
| 0-5,000 sf                                                                                                       | \$ 150                             | 10,001-25,000                                                                                           | \$ 250                             |                   |
| 5,001-10,000 sf                                                                                                  | \$ 200                             | >25,001                                                                                                 | \$ 300                             |                   |
| Permit Revision                                                                                                  | \$ 150                             |                                                                                                         |                                    |                   |
| <i>Square Footage</i>                                                                                            | <i>HSFD Permit Processing Fees</i> | <i>Square Footage</i>                                                                                   | <i>HSFD Permit Processing Fees</i> | <i>Amount Due</i> |
| 0-5,000 sf                                                                                                       | \$ 150                             | 10,001-25,000                                                                                           | \$ 250                             |                   |
| 5,001-10,000 sf                                                                                                  | \$ 200                             | >25,001                                                                                                 | \$ 300                             |                   |
| <b>Fire Department Inspection Fees</b>                                                                           |                                    |                                                                                                         |                                    |                   |
| Fire Prevention/Misc                                                                                             |                                    | \$100                                                                                                   |                                    |                   |
| Commercial Burn                                                                                                  |                                    | \$100                                                                                                   |                                    |                   |
| Blasting                                                                                                         |                                    | \$50                                                                                                    |                                    |                   |
| Fixed Fire Suppression Systems                                                                                   |                                    | \$50                                                                                                    |                                    |                   |
| Fuel Storage                                                                                                     |                                    | \$75 per Tank                                                                                           |                                    |                   |
| Water Supply (Hydrant Placement)                                                                                 |                                    | \$100                                                                                                   |                                    |                   |
| After Hours Inspections (2 business day notice)                                                                  |                                    | \$125/hr, min 2 hrs if directly after work hours;<br>\$125/hr, min 3 hrs if Inspector has to leave home |                                    |                   |
| Re-inspection Fee                                                                                                |                                    | \$75                                                                                                    |                                    |                   |
| <b>Fire Department Plan Review Fees</b>                                                                          |                                    |                                                                                                         |                                    |                   |
| Fire Prevention/Misc                                                                                             |                                    | \$50                                                                                                    |                                    |                   |
| Commercial Burn                                                                                                  |                                    | \$50                                                                                                    |                                    |                   |
| Blasting                                                                                                         |                                    | \$100                                                                                                   |                                    |                   |
| Fixed Fire Suppression Systems                                                                                   |                                    | \$100                                                                                                   |                                    |                   |
| Plan Review Revision                                                                                             |                                    | \$50                                                                                                    |                                    |                   |
| Fuel Storage                                                                                                     |                                    | \$100                                                                                                   |                                    |                   |
| Residential Subdivision Site                                                                                     |                                    | \$100                                                                                                   |                                    |                   |
| Water Supply (Hydrant Placement)                                                                                 |                                    | \$100                                                                                                   |                                    |                   |
| Express Review                                                                                                   |                                    | \$250                                                                                                   |                                    |                   |
| Express Re-Review                                                                                                |                                    | \$100                                                                                                   |                                    |                   |
| <b>Planning &amp; Zoning UDO Compliance Surety</b><br>(Calculated and collected by Planning & Zoning, if needed) |                                    | <b>Fee</b>                                                                                              | <b>Amount Due</b>                  |                   |
| UDO Compliance Surety Review and Processing Fee                                                                  |                                    | \$300                                                                                                   |                                    |                   |
| <b>Step 5 Subtotal</b>                                                                                           |                                    |                                                                                                         |                                    |                   |

|                                 |           |
|---------------------------------|-----------|
| <b>ESTIMATED TOTAL FEES DUE</b> | <b>\$</b> |
|---------------------------------|-----------|

**EXHIBIT D**

Initial Schedule of Business Investment Grant Payments as a Percentage of the Town-Portion of ad valorem tax payments

| <b>Year</b> | <b>Required Full Time<br/>Equivalent Resident<br/>Employees</b> |
|-------------|-----------------------------------------------------------------|
| 1           | 80%                                                             |
| 2           | 70%                                                             |
| 3           | 60%                                                             |
| 4           | 40%                                                             |
| 5           | 40%                                                             |
| 6           | 40%                                                             |
| 7           | 40%                                                             |
| 8           | 40%                                                             |
| 9           | 40%                                                             |
| 10          | 50%                                                             |
| Average     | 50%                                                             |

Examples of rollover payments (all references to tax payments in these examples relate to the Town-portion of ad valorem tax payments):

These examples are hypothetical examples to explain the payment rollover mechanisms and do not reflect the Parties expectations of actual employment timing or tax payments.

- A. In Year 1, the Company made Town-Portion of ad valorem tax payments to the Town in the amount of \$100,000 and had 300 Employees at the Project. Based on the payment schedule, the company would receive a Business Investment Grant payment of \$80,000 (80% of the payment made). A payment was made on behalf of 80 Employees and the remaining 220 would be eligible in the following year.
- B. In Year 2, the Company again made Town-Portion of ad valorem tax payments to the Town in the amount of \$100,000 and had 350 Employees at the Project of which 270 (350-80) would be eligible for a Business Investment Grant Payment in this year. Based on the payment schedule, the company would receive a Business Investment Grant payment of \$70,000 (70% of the payment made). A payment was made on behalf of 70 Employees and the remaining 200 (270-70) would be eligible in the following year.
- C. In Year 3, the Company again made Town-Portion of ad valorem tax payments to the Town in the amount of \$100,000 and had 425 Employees at the Project of

- which 275 (425-150) would be eligible for a Business Investment Grant Payment in this year. Based on the payment schedule, the company would receive a Business Investment Grant payment of \$60,000 (60% of the payment made). A payment was made on behalf of 60 Employees and the remaining 215 (275-60) would be eligible in the following year.
- D. In Year 4, the Company made Town-Portion of ad valorem tax payments to the Town in the amount of \$120,000 and had 475 Employees at the Project of which 265 (475-210) would be eligible for a Business Investment Grant Payment in this year. Based on the payment schedule, the company would receive a Business Investment Grant payment of \$48,000 (40% of the payment made). A payment was made on behalf of 48 Employees and the remaining 217 (265-48) would be eligible in the following year.
- E. In Year 5, the Company again made Town-Portion of ad valorem tax payments to the Town in the amount of \$120,000 and had 525 Employees at the Project of which 267 (525-258) would be eligible for a Business Investment Grant Payment in this year. Based on the payment schedule, the company would receive a Business Investment Grant payment of \$48,000 (40% of the payment made). A payment was made on behalf of 48 Employees and the remaining 219 (267-48) would be eligible in the following year.
- F. In Year 6, the Company again made Town-Portion of ad valorem tax payments to the Town in the amount of \$120,000 and had 525 Employees at the Project of which 219 (525-306) would be eligible for a Business Investment Grant Payment in this year. Based on the payment schedule, the company would receive a Business Investment Grant payment of \$48,000 (40% of the payment made). A payment was made on behalf of 48 Employees and the remaining 171 (219-48) would be eligible in the following year.
- G. In Year 7, the Company again made Town-Portion of ad valorem tax payments to the Town in the amount of \$120,000 and had 525 Employees at the Project of which 171 (525-354) would be eligible for a Business Investment Grant Payment in this year. Based on the payment schedule, the company would receive a Business Investment Grant payment of \$48,000 (40% of the payment made). A payment was made on behalf of 48 Employees and the remaining 123 (171-48) would be eligible in the following year.
- H. In Year 8, the Company made Town-Portion of ad valorem tax payments to the Town in the amount of \$100,000 and had 525 Employees at the Project of which 123 (525-402) would be eligible for a Business Investment Grant Payment in this year. Based on the payment schedule, the company would receive a Business Investment Grant payment of \$40,000 (40% of the payment made). A payment was made on behalf of 40 Employees and the remaining 83 (123-40) would be eligible in the following year.
- I. In Year 9, the Company again made Town-Portion of ad valorem tax payments to the Town in the amount of \$100,000 and had 525 Employees at the Project of which 83 (525-442) would be eligible for a Business Investment Grant Payment in this year. Based on the payment schedule, the company would receive a Business Investment Grant payment of \$40,000 (40% of the payment made). A

- payment was made on behalf of 40 Employees and the remaining 43 (83-40) would be eligible in the following year.
- J. In Year 10, the Company again made Town-Portion of ad valorem tax payments to the Town in the amount of \$100,000 and had 525 Employees at the Project of which 43 (525-482) would be eligible for a Business Investment Grant Payment in this year. Based on the payment schedule and the number of eligible Employees, the company would receive a Business Investment Grant payment of \$43,000 representing the payment on the remaining eligible Employees. This amount reflects the fact that the Town would have paid the Maximum Grant Amount. Even if the number of Employees were greater, no additional payments would be made as the Maximum Grant Amount had been reached. If however, in this example, annual tax payments had been lower so that the Maximum Grant Amount had not been reached and the Town had not made payments for all Eligible Employees, the Town, based on the percentage schedule, would have made payments for a maximum of 50% of the Town portion of the ad valorem tax payments that the Company made to the Town.

[Signature Page Follows]



# Holly Springs Town Council

## *Town Council Meeting Agenda Cover Sheet*

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### **Agenda Item#: 6.**

#### **Public Hearings**

**Title:** Economic Development Agreement for Skie Properties, LLC

**Strategic Priority Area:** Economic Prosperity & Diversity

**Staff Resource:** Irena Krstanovic, Director, Economic Development

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#### **Action(s):**

- Hold Public Hearing on an industrial development incentive agreement for Skie Properties, LLC pursuant to N.C. General Statute 158-7.1.
- Approve Economic Development Agreement.

#### **Explanation:**

- In consideration of an Economic Development Agreement (EDA), the Town recognizes that a project will bring direct and indirect benefits to the Town, including but not limited to, job creation, increase in ad valorem tax base, economic diversification and stimulus. With such, the town offers economic development incentives to induce a company to locate their project at a site and such incentives do in fact induce a company to locate their project at a site.
- Furthermore, a company fully intends to establish, through a project, an important presence in the Town by employing a large number of employees and making a substantial investment in the project and in the training and development of those employees.
- Therefore, this EDA offers:
  - A Business Investment Grant ("BIG") of 50% tax payment back for a max of 5 fiscal years upon determination by the Town's Director of Economic Development that Skie has satisfactorily met the following criteria:
    - minimum capital investment of \$3 million
    - creation of 40 full-time jobs with salaries at or above the median income for Wake County, and
    - attained certificate of occupancy for at least three buildings categorized into one or more of the target industries: life science, IT & technology, advanced manufacturing and/or clean technology/smart grid
- As a condition of reaching both the target capital investment and employment, the Town shall allow the following local incentives:
  - The Town shall allow an early clearing and grading permit, assuming Skie submits appropriate documentation that meets Town requirements
  - Facilitation and expediting to the greatest extent practical within the law all Town-related permits, zoning approvals, inspections and other required approvals and licensing necessary in connection with the site and construction of the project
  - Shall not be required to financially contribute towards traffic signal improvements

Town Council Business Meeting  
May 4, 2021

at the intersection of Green Oaks Parkway and Holly Springs New Hill Road, however Skie plans to construct a left-hand turn-lane on Green Oaks Parkway adjacent to their property

- Failure of the company or its developer to commence construction within 12 months of this agreement or upon voluntary withdrawal by the company from operations prior to termination of the investment period without receiving a certificate of occupancy of the project, this agreement shall terminate and the parties will have no other obligations and any rights of waiver for transportation improvements will also terminate.

**Background:**

- On March 16, 2021, Town Council approved a request for a Special Exception Use and Development Plan for the Holly Springs Business Park Tract 3 for Skie Properties, LLC (Skie). Tract 3 is zoned as Planned Unit Development and consist of 14.82 acres.
- Skie intends to construct 5 buildings at 420 Green Oaks Parkway (Tract 3), totaling roughly 90,000SF of space.
- Two buildings are planned to be conventional flex space and three are planned specifically for the Town's target recruitment industries consistent with the Economic Development Agreement.

**Funding Source(s):**

General Revenue

**Attachment(s):**

1. Economic Development Agreement\_\_Skie Properties\_ Town Council Version

TOWN COUNCIL VERSION

**STATE OF NORTH CAROLINA**

**COUNTY OF WAKE**

**ECONOMIC DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**Skie Properties, LLC**

**And**

**THE TOWN OF HOLLY SPRINGS, NC**

**DATED May 4, 2021**

**This Agreement** (this “Agreement”) is entered into, effective as of May 4, 2021, by and between Skie Properties, LLC, A North Carolina Limited Liability Company, (hereinafter the “Company”), the Town of Holly Springs, a North Carolina Municipality, (hereinafter, the “Town”).

### **RECITALS**

**WHEREAS**, the Town is vitally interested in the economic welfare of its citizens and the creation and maintenance of sustainable jobs for its citizens in strategically important industries and therefore wishes to provide the necessary conditions to stimulate investment in the local economy and promote business, resulting in the creation and retention of a substantial number of jobs at competitive wages, and to encourage economic growth and development opportunities which the Town has determined will be made possible pursuant to the Project (as defined below); and,

**WHEREAS**, the Company has proposed to make or cause to be made a capital investment for the Project of at least \$3 million (the “Target Capital Investment”), the Project consisting of the construction of five (5) industrial buildings, two of which will be conventional flex space and three shall be any combination of the following:

- (a) Life Science,
- (b) IT & Technology,
- (c) Advanced Manufacturing; and
- (d) Clean Technology/Smart Grid.

(any of the above (a) through (d) are called “Targeted Industries”)

The Project is contemplated to employ 86 in the flex use buildings and 154 in the other uses as Target Employment (as defined above). The above uses on the Site (as defined below) are referred to herein collectively as the “Project.” The Town understands and agrees that the Company may transfer the land to its chosen developer so long as it enters into a lease for the Project with a minimum of a 15-year term. The Company covenants that the Project will include taxable land, buildings, and equipment having an initial aggregate cost of the Target Capital Investment and that the Company intends that the Project will house at least 40 full time equivalent employees (“Target Employment”) as a result of the Project at an average wage exceeding or equal to that of the median

average wage for Wake County (delineated as “Per Capita Income in the past 12 months” according to data provided by the US Census Bureau<sup>1</sup>) (“Average Wage”), and;

**WHEREAS**, the Town recognizes that the Project will bring direct and indirect benefits to the Town, including, but not limited to, job creation, increase in ad valorem tax base, economic diversification and stimulus and has offered economic development Incentives (the “Local Incentives”) to induce the Company to locate the Project at the Site, and such Incentives do in fact induce the Company to locate the Project at the Site, and;

**WHEREAS**, The Company fully intends to establish, through the Project, an important presence in the Town by employing a large number of local employees and making a substantial investment in the Project and in the training and development of those employees. The Town hereby acknowledges that the terms of this Agreement, including specifically the Local Incentives and other assistance described in this Agreement, constitute a dispositive inducement to the Company to locate the Project at the Site. Similarly, the Company hereby acknowledges that its decision to locate the Project at the Site resulted from the Town’s offer of Local Incentives and other assistance described in this Agreement, and;

**WHEREAS**, the Company proposes to build the Project at the Site, which is an approximate 14 acre site owned by the Company located at 420 Green Oaks Parkway within the corporate limits of Holly Springs, and;

**WHEREAS**, The Town is authorized pursuant to N.C.G.S. § 158-7.1 to acquire and assemble land for commercial and industrial development purposes, and make appropriations and expenditures and convey interest in real property by private negotiation, and upon a public hearing, make a determination of proper consideration for such conveyance based on such factors as prospective tax revenues from improvements, increase of jobs, and other stimuli of the local economy. Expenses by the Town pursuant to this statute are limited by law, and the Parties understand that the expenses undertaken by the Town do not exceed this limitation; and,

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

## **ARTICLE I**

### **LOCAL ECONOMIC DEVELOPMENT INCENTIVES RELATED TO LOCATION OF PROJECT; LAND, DEVELOPMENT AND INFRASTRUCTURE**

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<sup>1</sup> See <https://www.census.gov/quickfacts/wakecountynorthcarolina>

## TOWN COUNCIL VERSION

As a condition of reaching both the Target Capital Investment and the Target Employment, the Town shall allow the following Local Incentives, and the Company warrants to make all best good faith efforts to achieve both the Target Capital Investment and the Target Employment.

### **A. Early Clearing and Grading Permit**

The Company, to any reasonable extent possibly, shall be allowed an early clearing and grading permit by the Town. Through the ordinary course, the Town requires a complete set of construction documents to be approved for the entire project prior to any grading or earthwork on the site. The Town shall accommodate the Company's efforts to grade the entire site, subject to sufficient plans and controls relating the soil and erosion control submitted by the Company and approved by the Town.

### **B. Expedited Permitting Process**

The Town will facilitate and expedite to the greatest extent practical within the law all Town-related permits, zoning approvals, inspections and other required approvals and licensing necessary in connection with the Site, the construction of the Project or the Project in a manner proscribed by a customized review schedule.

### **C. Waiver of Certain Transportation Improvements**

Company shall be exempted from a financial contribution of the traffic signal improvements for Green Oaks Parkway and Holly Springs New Hill Road. Under the normal course of development, the Company would be required to contribute its proportionate share of the cost of the signalization of this intersection, however the Town Council finds that given the necessary inducements for the Project, a waiver of this contribution is in the best interests of the Town.

### **D. Other Incentives and Assistance**

Upon determination by the Town's Director of Economic Development that the Company has satisfactorily met the following : (a) a minimum capital investment of \$3 million; (b) creation of 40 Qualified Employee Positions ("QEP") with salaries at or above the median average wage for Wake County; and (c) attained a certificate of occupancy for at least three buildings for use as a Targeted Industry . Business Investment Grant("BIG"): Beginning at the first taxable year ("Year 1") after the Director's determination, above, ending at the end of the tenth taxable year, Company shall be entitled to no more than five (5) consecutive BIGs equal to an amount that represents 50% of a previously paid Town portion of ad valorem tax payment. The Company is entitled to only one BIG per Town fiscal tax year, and may only apply for such BIG payments within the 10 year period.

## TOWN COUNCIL VERSION

A Qualified Employee Position (“QEP”) is a salaried employee that is working at the Project and employed for at least one full year as a full time equivalent employee (i.e., at least 1,600 hours per year).

The Company may make a demand for a BIG to the Town at any time 30 days after its annual tax payment until March 15. The Town shall make any BIG payment by April 30 of the year after the tax payment. In addition to the demand for payment, within 30 days of making the written demand for payment, Company shall confidentially transmit to the Town the names and salaries of the resident full-time equivalent employees. The Town shall use this to verify the Company’s QEP’s. Upon receipt and validation of such list, the Town shall have sixty (60) days to tender the Business Investment Grant to the Company. The Company may not assign or pledge this grant to any third party. The Company shall not make more than five (5) such demands, shall not make more than one demand each year, and the total of all Business Investment Grant payments to the Company shall not exceed the Maximum Grant Amount, which is defined as 50% of the Town portion of ad valorem taxes received from the Company for the Project site.

## ARTICLE II

### COMPANY INVESTMENT REQUIREMENTS

Some of the Inducements are offered to the Company by the Town prior to the Company’s Performance obligations, however the awards are expressly conditioned upon the following:

- (a) The “Investment Period” shall be defined as the date that is five years after the execution of this Economic Development Agreement. During the Investment Period, the Company shall use all best efforts to achieve the Target Capital Investment and the Target Employment as soon as practicable.
- (b) The Company is not in arrears in the payment of its annual property taxes, utility fees, or other obligations to the Town; and
- (c) The Company continues operations at the Project for ten (10) years after the completion of the Investment Period.

## ARTICLE III

### UNSUCCESSFUL COMPLETION OF TARGET CAPITAL INVESTMENT OR TARGET EMPLOYMENT

#### A. Reimbursement and Refund When Operations Cease After Completion of the Project

If after any certificate of occupancy has been issued for the Project, the Company ceases operations at the Project or otherwise ceases to use the Site for the purposes contemplated herein within 10 years after the Investment Period for any reason other than nonperformance by the Town of its covenants under this Agreement, then the Company shall reimburse the Town a pro-rata amount of any fungible inducement offered by the Town. The pro-rata return shall be 1/10 for every year remaining in the 10-year period after the Investment Period that the Company is not operating at the site. Fungible inducements include the Business Investment Grant amounts paid to the Company.

**B. Reimbursement and Refund When Operations Cease Prior to Completion of the Project.**

Upon failure of the Company or its developer to commence construction within 12 months of this agreement or upon voluntary withdrawal by the Company from operations prior to the termination of the Investment Period without receiving a certificate of occupancy on the Project, this Agreement shall terminate and the parties will have no other obligations. Any rights of waiver for transportation improvements contained herein will terminate.

**ARTICLE IV**

**GENERAL PROVISIONS FOR LOCAL INCENTIVES**

**A. Payment of Grants**

(1) All Grants shall be paid in the manner permitted by North Carolina law and shall be expended only in accordance with N.C.G.S. §158-7.1 and other applicable provisions of federal, state and local laws. In no event shall any such payment be made except from lawfully available funds, nor shall payment be made if the Company has outstanding property taxes with respect to the Project, or other amounts owed to the Town, then due (in which case payment shall be made after such obligations are discharged following written notice of such delinquency to the Company). If all conditions set forth herein have been satisfied, unless otherwise specified, the term “Year” refers to a fiscal year of the Town, which begins on July 1 and ends on the following June 30.

## **ARTICLE VII**

### **OTHER PROVISIONS**

#### **A. Adverse Change**

The parties acknowledge that the Project is mutually beneficial and supports the substantial investments in the Project by each party as outlined herein. The Project is based on current laws, policies, regulations and commitments. If during the term of the Project, the benefits to the parties as contemplated herein are successfully challenged or are adversely affected by changes resulting from legislative changes or administrative or judicial interpretation of laws, policies or regulations, the parties will, to the extent permitted by law, amend the Project and the Local Incentives so the parties receive at least the same benefits contemplated herein as if such laws, policies, regulations and commitments, or the Interpretations thereof, have not changed.

#### **B. Change in Law**

In the event any applicable law, policy or regulations applicable to the Company adversely affects or impacts the effective operation of the Project, the Town will endeavor to amend such law, policy or regulation to facilitate effective operation of the Project, so long as such amendment is in the interest of the Town. Town agrees to enter into a Development agreement, if required, pursuant to N.C.G.S. §160A-400.20 with the Company for development of the site.

#### **C. Further Action**

The parties acknowledge that the terms of the Project and the Incentives and other assistance described in this Agreement are subject to further actions legally necessary under North Carolina law to implement the Agreement in a lawful manner.

#### **D. Entire Agreement; Amendment; Authority**

This Agreement is the entire agreement between these parties as to the subject matter referenced herein, without regard to any prior agreements, understandings or undertakings (whether oral, written, electronic or otherwise), and no amendment may be made to this Agreement except with the prior written consent of all parties. The parties, and each person executing this Agreement on behalf thereof, represent and warrant that they have the full right and authority to enter into this Agreement, which is binding, and to sign on behalf of the party indicated, and are acting on behalf of themselves, their members and the successors and assigns of each of them. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to any construction arising from the application of conflicts or choice of law principles, and without regard to any construction arising by virtue of the

## TOWN COUNCIL VERSION

negotiation or the persons who drafted this Agreement. The Parties consent to exclusive jurisdiction of the State of North Carolina, Wake County for this Agreement. Furthermore, NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE TOWN WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE TOWN WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE TOWN TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED BY THE TOWN FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE CITY OR THE COUNTY'S MONIES, NOR SHALL ANY PROVISION OF THE AGREEMENT OPERATE BEYOND ITS INTENDED SCOPE SO AS TO RESTRICT, TO ANY EXTENT PROHIBITED BY LAW, ANY FUTURE ACTION OR RIGHT OF ACTION ON THE PART OF THE TOWN COUNCIL. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS SECTION AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS SECTION SHALL TAKE PRIORITY. THE TOWN HAS HAD THIS AGREEMENT, AND THE INCENTIVES CONTEMPLATED HEREUNDER, PRE-AUDITED TO ENSURE COMPLIANCE WITH THE BUDGETARY ACCOUNTING REQUIREMENTS (IF ANY) THAT APPLY. THIS AGREEMENT IS CONDITIONED UPON, AND SHALL NOT BECOME OPERATIVE UNTIL, ANY REQUIRED PRE-AUDITED CERTIFICATION IS SUPPLIED.

### **E. Severability**

If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof shall, in such event, constitute the parties' entire agreement.

### **F. Assignment**

The Company shall not assign this Agreement or any portion thereof without the written consent of the Town, nor shall the Company assign any funds due or to become due to it hereunder without the prior written consent of the Town. In the event of a substantial change of ownership of the Company, the Company shall inform the Town in writing, which may declare such change in ownership as an assignment requiring either renegotiation or termination of the contract.

### **G. Certificate of Authority**

Should the Company (or the appropriate wholly owned subsidiary of the Company) not have an active Certificate of Authority to transact business in North Carolina, the Company (or the appropriate wholly owned subsidiary of the Company) shall file a Certificate of Authority with the Office of the Secretary of State to transact business in the State of North Carolina as required by North Carolina Law promptly after the execution of this Agreement.

**H. Counterparts; Jurisdiction**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original. The parties submit to the exclusive jurisdiction of the state courts, Wake County.

**I. Audit Right**

The Town reserves the right to require a certified audit or may perform the audit through the use of Its staff pertaining to the Company's compliance with the capital investment contemplated under this Agreement and the ongoing compliance with the job creation contemplated in this Agreement.

**J. Annual Report**

In the event the Company is not a public company or should cease to be a public company, with its annual report publicly available online for review, the Company shall furnish to the Town a copy of its annual audit report performed by a certified public accountant as soon as It becomes available to the Company, but no later than six months following the Company's fiscal year end.

**K. Due Authorization**

Each of the parties hereto represents and warrants to each of the other parties that the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate or governmental action on its part.

[Signature Page Follows]

TOWN COUNCIL VERSION

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

SKIE PROPERTIES, LLC

By: \_\_\_\_\_  
Sean F. Mayfeskie, Manager

**TOWN OF HOLLY SPRINGS**

(*Town Seal*)

BY: \_\_\_\_\_  
Randy J. Harrington, Town Manager

*ATTEST:*

\_\_\_\_\_  
Linda McKinney, Town Clerk  
Kathryn White, Deputy Town Clerk

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This document is sufficient as to form.

\_\_\_\_\_  
John P. Schifano, Town Attorney

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This instrument has been pre-audited in the manner proscribed by the Local Government Finance Act.

\_\_\_\_\_  
Antwan Morrison  
Finance Director

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# Holly Springs Town Council

## *Town Council Meeting Agenda Cover Sheet*

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### **Agenda Item#: 7.**

#### **Consent Agenda**

**Title:** Approve the minutes of the April 13, 2021 workshop meeting and the April 20, 2021 Business Meeting.

**Strategic Priority Area:** Organizational Excellence

**Staff Resource:** Linda McKinney, Town Clerk

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#### **Action(s):**

Approve the minutes of the Council's Workshop meeting held April 13, 2021 and the Business meeting held April 20, 2021.

#### **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. 4.13.21 minutes - Draft
2. 4.20.21 Minutes - draft



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## **MINUTES**

The Holly Springs Town Council met in a workshop session on Tuesday, April 13, 2021 at the Holly Springs Law Enforcement Center and via video conferencing. Mayor Sears presided, calling the meeting to order at 6:00 p.m. A quorum was established as the Mayor and five Councilmembers were present as the meeting opened.

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

**Council Members Absent:** none.

**Staff Members Present in the room:** Randy Harrington, Town Manager; Linda McKinney, Town Clerk (recording the minutes); Daniel Weeks, Assistant Town Manager; Scott Chase, Assistant Town Manager; Jeff Wilson, IT Director; John Schifano, Town Attorney; John Mullis, Public Works; Sean Ryan, Development Services; Elizabeth Goodson, Development Services; Cassie Hack, Director of Communications and Marketing.

### **2. Workshop Overview**

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

### **3. Affordable Housing RFP**

Sean Ryan, Development Services, said that the purpose of this item was to give an overview of a potential affordable housing study and receive feedback from Council. He said this advances the Strategic Priority of Responsible and Balanced Growth goal of leveraging Town and regional partners to mitigate resident housing displacement from NCDOT and Town infrastructure projects. An affordable housing study will forward initiative 5.2 by helping to identify partnerships to create affordable housing; initiative 5.3, by making policy recommendations including permitting and development requirements; and initiative 5.4 by completing a housing study and creating a citizens affordable housing committee.

Mr. Ryan said that an affordable housing plan will outline recommendations to ensure that the Town's affordable housing policies and investments are aligned with the community's vision. The plan would include market analysis, analysis of needs and the gaps in those needs, developing housing goals, identifying barriers to affordable housing, recommending policies and strategies, and evaluating current policies and strategies. He said that neighboring municipalities are either starting a housing study, or have completed one recently.

Mr. Ryan said that next steps include funding through the FY22 budget, and issuing an RFP in the summer of 2021. In the fall of 2021 the study will begin and a steering committee/Citizen Advisory Committee will be formed, with adoption of the plan forecasted for the summer or fall of 2022.

Council discussed the value of having a study, whether the cost was worth the results, and how it could be narrowly tailored to provide Holly Springs specific results. There was discussion about whether study results would be a valuable point of discussion for Council. It was asked if other municipalities had found their studies to be valuable. There was discussion of whether doing the study in phases, with each phase dependent on the previous one would be helpful, or more expensive in the long run.

Randy Harrington, Town Manager, said that he was hearing a majority of Council members say they would like to move forward with the study, recognizing concerns of certain members around tailoring the study to get results that are unique to Holly Springs.

#### **4. Landfill Sub-Committee Update on Metrics Analysis & Development**

Councilwoman Kelly said the purpose of this agenda item was to share data analysis progress and potential odor metric categories that the Town might propose for measurement and further analysis by Wake County, and get some feedback on what to do from here. She said that we have momentum with Wake County now. The people who know about the problem, the people who have the money and the people who have the authority are now meeting monthly. She showed a map of the landfill showing that Phases 1A and 1B are closed, Phase 2A is currently open and Phase 2B will be open this spring. Wake County is sharing their monthly reports on how many days there is an odor, whether it is valid or invalid, and using proximity radius to see how many households they expect to be affected. She showed the results of the survey from Wake County on how best to communicate with residents.

Councilwoman Kelly said the sub-committee has been looking at data from a different way. They went back to 2016. The data was enriched with neighborhoods, and business tags to try to find out who is impacted by the malodor. There is an opportunity to improve data collection as there are months of missing data from most years, and the type of information collected from emails, Survey Monkey, and Envirosuite are different. She showed trends over the four years, which show that more complaints are being filed. She then showed how the data was coded by neighborhood and where the trends for problems are and how they have changed over the past four years. She showed that the odor complaints are shifting to a broader area of town. She said that since March 2020 Wake County is classifying complaints as “valid” or “invalid” but did not define how they decide that distinction. She said there is some science to deciding whether a complaint is valid, but also some subjectivity, and the valid complaints still greatly outnumber the invalid.

Councilwoman Kelly then showed a scatter graph of where the odor complaints came from during the period March 2020 to January 2021 and it is the entire town, not just ½ mile from the landfill. She said the committee has a lot of questions about the data. The collection was spotty, there are trends that need to be discovered and the Town should not be doing this work. Putting the burden on the citizens is not reasonable. There is “eNose” technology and we need Wake County to use more of that to show the odor issues. She said she would ask Wake County to enrich the data for better analysis, and find a way to capture the personal impact of the landfill odor. She said, for example, that no one has defined what the middle point of the landfill is to accurately measure a half mile out. They need to look at frequency of odor complaints by area, day, location, etc. She said that Commissioner Calabria was talking about a dashboard to show what is being done that is working. That would need to look at it from a Holly Springs perspective. There are questions still about why complaints have risen, with GFL saying the closed areas may not be capped well, and Wake County saying GFL needs to do a better job with the open areas. They need to explain how they determine whether a complaint is valid or invalid, and we need to know what Wake County will do if the metrics are not met.

Mayor Sears asked if there had been any discussion of a timeline and what will be done. Councilwoman Kelly said no, they tried to spend time talking about other things rather than the landfill odor.

Councilwoman Kelly said there are other factors that need to be considered, including wind, rain, temperature, land topography, and trees. A NE to SW wind is predominant from August through November and complaints go up during that time. We are getting more rain which they say is a factor as is temperature. We cannot do anything about these things. Land topography also enters into it. Landfill management says that trees are not a factor, but we do not know that. We need someone who can tell us. She showed the graph that is sent to people

who complained and explained why it was difficult to understand, and not accurate. The County is hiring a communications person who should improve this.

John Mullis, Solid Waste Manager, said that Council has pushed Wake County and he applauds them for the work they have done which has improved the landfill odor situation. The Town now has three levels of engagement with Wake County: elected officials, management; and staff. He said it was more of a quality of life issue than an odor issue for the people who are affected. Council has been able to get work done on how that landfill is operated. He thinks they are doing a good job in maintaining the open face under an acre. Additionally, the odor neutralizing system was working well when he was there. They have improved over last year. That being said, the working face is one of the single largest factors. There may be other odor sources that we do not know about, and a consultant to pin that down would quiet the deflection points. Personal stories convey something that big data doesn't. He shared stories he received yesterday from an Arbor Creek resident who at 6:33 am could not watch the sunrise with his coffee because the odor made him sick to his stomach. Mr. Mullis said he went to the address. It was in a valley, the wind was still, and an hour after the complaint, he could still detect the odor. It is impacting people's quality of life. He received another complaint from Arbor Creek where a home was up on a knoll. The landfill towers above the town. When the wind is just right, the odor goes all over town. He received an email from a resident who made a complaint in the morning, got a response from the landfill in the afternoon saying it was "probably the landfill" and emailed him at night to say "but what are they going to do about it?" which shows that people are thinking about this all day long. It is impacting their lives.

The subcommittee wants the landfill to keep the odor within their perimeters. Is that possible? Probably not. But there may be some ways to mitigate the odor. They also want to fast track Wake County's thinking about the future, as they started to address in an appendix to the report. We need to try to push that agenda a little further. In the past eight weeks, he has driven past the landfill on the way to work, and most days he smells it. That's the time of day when the landfill opens. And that's when residents want to be outside with their coffee. It doesn't matter how long or how strong the odor is, it is a non-natural odor and it's repulsive. John Roberts has been helpful, courteous and professional. He encourages Council to continue pushing Wake County to make improvements, whatever they might be. But you may need to have some professional advice. Maybe an eNose sensor at Ting Park. If there is an air quality device that could be brought into this mix that would be great, too. But they might need to be spread around Town to the locations that are experiencing the most odor.

Mayor Sears expressed 20 years of frustration, during which time this problem has not been fixed, and said the Town should push hard for a timeline issue. Since Commissioner Calabria did say that if they can't fix it, it might be time to do something drastic. He said Wake County should have had a burn unit 15 years ago.

Councilman Wolff said that two years ago the landfill managers came to town and met with residents and said they needed to know what type of garbage was causing the smell before they could fix the problem. He asked if they have made that determination, or were they just trying to hide the smell.

Councilman McGrath said that there are another ten years before the agreement is over. But the eleven municipalities who use the landfill have the lowest dump fees in the entire state. Their fee is a tenth of what Charlotte pays, for example. If the fees were raised to be equivalent with other dump fees in the state, they would have enough money for an incinerator and other odor control measures. We need to advocate to get Wake County to actually do these things, because the other 11 municipalities will see it as a detriment. But they have been being subsidized by our residents for all these years.

Councilman Wolff said we need to put pressure on them to show the scope of the problem. He asked if the Town should hire a consultant to come in and look at the location, because if an expert looks at it and says that it is not fixable, then it is time for drastic action.

Council discussed that Wake County needs to be collecting accurate data and analyzing it and that this is not a burden Holly Springs residents should bear. A more objective way of gathering the data is need to show if the odor is getting better or worse. John Mullis said that there is such technology at the landfill, but not around town. Councilman McGrath said that could be the first thing the County invests in to help the problem. Councilman Villadsen said we also need to study the issue of whether or not trees affect the odor. We have anecdotal stories, but no data. This odor is impacting development decisions, so the Town needs to know the facts.

## **5. Political Activity on Town Property**

Randy Harrington, Town Manager, said that the purpose of this item was to review a draft policy around political activities on Town property to receive feedback and direction from Council and discuss whether Council wished to consider adoption of the policy at a future meeting. He said that Council had reviewed potential elements of a policy at their February 9<sup>th</sup> workshop, where they directed the Manager and Attorney to prepare a draft policy that could provide clarity on what types of political activity were permissible and not permissible on Town property, within First Amendment protections. Mr. Harrington went through the proposed policy.

Council asked for clarification on the Farmers Market section, since some vendors have given out political material in the past. Mr. Schifano said that the Town can regulate what they sell, but needs to be careful about regulating speech. The rental agreement can specify that they are there to sell their agricultural products, but we do not want to be in a position to take enforcement action against political speech.

Councilman Villadsen suggested that items relating to “chat” functions and camera access during Zoom meeting might be better addressed elsewhere. It was agreed to move those to the Electronic Meetings Policy.

There was a concern about clarifying the fundraising prohibition to say that there could be no price of admission to attend a political meeting and no solicitation would take place.

Mr. Harrington said this would probably be put on the first meeting in May, with the requested changes.

## **6. American Rescue Plan**

Randy Harrington, Town Manager, said the purpose of this item was to inform the Mayor and Council about what the recent American Rescue Plan approved by the US Congress could mean to Holly Springs, and get feedback on possible paths forward to determine allocation of the expected \$11.07 million allocation. He outlined the eligible uses of funds as belonging to four large areas:

1. Respond to the COVID-19 emergency and address its economic effects;
2. Provide premium pay to essential employees or grants to their employers;
3. Provide government services affected by a revenue reduction resulting from COVID-19; and
4. make investments in water, sewer, and broadband infrastructure.

Mr. Harrington said that other stipulations include a prohibition on using funds for pensions or to offset revenue resulting from a tax cut. Funds can be transferred to private, nonprofit groups, public benefit corporations involved in passenger or cargo transportation, and special-purpose units of state and local governments, but only as allowed under state law and state constitutional provisions. Additional guidance is expected from the U.S. Treasury Department in mid-May. The first disbursement of \$5.5 million is expected May or June of 2021 with the second half arriving in June of 2022. Mr. Harrington outlined three options for how to allocate the funds:

1. Council directs the Town Manager to recommend expenditures for the first \$5.5 million as part of the FY21-22 budget;

2. Council allocates \$5.0 million to water and sewer infrastructure as part of the FY21-22 budget recommendation and keeps \$0.5 million available for future allocation in FY21-22;
3. Hold \$5.5 million pending further review and discussion by Mayor and Council.

Consensus was to follow Option 2. Mr. Harrington said that he would let Council know once he received more guidance from the Treasury Department.

## **7. Town Clerk & Town Attorney Updates**

Town Clerk, Linda McKinney, gave an update on activities in the Clerk's office in the first quarter of 2021. She outlined progress on the indexing project, the revision of the electronic meetings policy, and board nominations. She outlined the changes in the management of the Cemetery and the outlook for re-starting the Volunteer Greeter program. She gave highlights of recent educational offerings she and Deputy Clerk White have attended and plan to attend. Finally, she brought up for discussion the changes in receiving public comment, including the purchase of a new timer and the outlook for continuing to receive comments in writing as well as in person.

Council asked that there be a note in the Friday Briefing when board applications are posted and when grant applications go live. There was also a request to check the meeting schedule on the website and make sure it aligned with the adopted Council meeting schedule.

John Schifano, Town Attorney, said he had some things to discuss in open session and others that needed to be in closed session. He said that the economic development agreement with FUJIFILM Diosynth Biotechnologies (FDB) had many different components and there is a lot of transactional work he is shepherding. FDB is requesting sewer line relocation and there are two active condemnation cases with Carolina Springs.

He said that FDB, at the last minute found that they needed clearance from the Committee on Foreign Investment in the United States (CFIUS) because the site is within 99 miles of Fort Bragg and FDB is wholly owned by a foreign country. He said he was working with an attorney in Washington DC on this, and he thinks it will go smoothly because FDB has properties in other places that are within the range that requires CFIUS approval. But there is a series of checks that must be gone through.

He said that for the Arbor Creek greenway, there is discussion about the Flintom property, and where the line is relative to Wood Creek. The planned greenway route was originally further away from Wood Creek owners' land, but Ms. Flintom objected because it was cutting off so much of her property. She asked that it be moved closer to the northern boundary of her property. That moves the line closer to Wood Creek. There is no taking on their property; the taking is still on Ms. Flintom's property. If Council wants to have more discussion on this, it should probably be in closed session because it could result in litigation.

He said he is working with the Town of Cary over their closed landfill. The Town might want to acquire that old landfill property. He is working on a possible brownfield agreement that would limit the Town's exposure to environmental liability. The Town is buying this land a little bit at a time for greenways, pump stations, etc. and it might make good open space in the future. There are some areas of that property that can be used. Coming to Council soon is an MOU on the Holly Springs half marathon for the rental and use of Ting Park, and a policy on memorial gifts that LeeAnn Plumer has put together.

He said he has done site visits for Holly Springs Road Phase 2. NCDOT wanted to know how many contacts we have had with land owners and he produced 26 pages of telephone calls, emails, site visits, and contacts with property owners. Four have been settled, but staff is still working on others. The big issue is not the Town's take, but that the road east of Linksland requires Duke lines to be moved into some large pine trees and some of that vegetation doesn't meet Duke standards. The Town will probably get complaints from homeowners who back up to Holly Springs Rd on the Sunset Ridge side.

He then said that there were four things to update Council on in closed session.

He said he had hired a new staff member, Deiondria Moore, and said she is very organized, smart, and dedicated paralegal. This is a different type of practice than what she has done previously, but she has a lot of potential and is a quick study.

**8. Open Discussion:** moved to after the Closed Session.

**9. Closed Session:** The Council entered into closed session, pursuant to N.C.G.S. 143-318.11(a)(3) and (4) to discuss two economic development issues and consult with the Town Attorney.

**Motion by:** McGrath  
**Second by:** Villadsen  
**Vote:** Unanimous

*General Account of Closed Session:*

Irena Krstanovic gave an update on two economic development projects. John Schifano gave updates on potential litigation and other legal matters.  
No action was taken in closed session.

*-End of General Account*

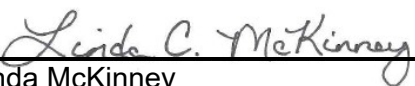
Motion to return to open session was made by Councilman Wolff seconded by Councilwoman Kelly and passed with a unanimous vote.

**8. Open Discussion:** Councilwoman Kelly asked about progress of the bill in the General Assembly regarding municipal tree ordinances, and asked if Council wanted to take formal action. Consensus was to watch its progress carefully and act if it seemed the bill was gaining traction.

**10. Adjournment:**

Motion to adjourn was made by Councilman Villadsen seconded by Councilman McGrath, and passed with a unanimous vote. The April 13, 2021 workshop meeting of the Holly Springs Town Council was adjourned at 9:05 pm.

Respectfully Submitted on Tuesday, April 20, 2021.

  
\_\_\_\_\_  
Linda McKinney  
Town Clerk



## **MINUTES**

The Holly Springs Town Council met in regular session on Tuesday, April 20, 2021 in person and via video conferencing. Mayor Pro Tem Berry presided, calling the meeting to order at 7 p.m. A quorum was established as five Council members were present in the Chamber as the meeting opened.

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

**Council Members absent:** Mayor Sears.

**Staff Members Present in Chambers:** Randy Harrington, *Town Manager*; Daniel Weeks, *Assistant Town Manager*; Scott Chase, *Assistant Town Manager*; John Schifano, *Town Attorney*; Linda McKinney, *Town Clerk* (recording the minutes); Mark Andrews, *Communications and Marketing*; Jeff Wilson, *Director, IT*; Mathew Mutter, *IT*; LeeAnn Plumer, *Director, Parks and Recreation*; Matt Beard, *Parks and Recreation*; Adam Huffman, *Parks and Recreation*; Melissa Sigmund, *Development Services*; Rachel Jones, *Development Services*; Elizabeth Goodson, *Development Services*; Cassie Hack, *Director, Communications and Marketing*; Corey Petersohn, *Finance*; Kathy White, *Deputy Town Clerk*.

**2. and 3.** The Pledge of Allegiance was recited followed by an invocation by Pastor Jamal Brown of Holly Springs United Church of Christ.

**4. Agenda Adjustment:** The April 20, 2021 meeting agenda was adopted with changes, if any, as listed: none.

**Motion:** Villadsen

**Second:** McGrath

**Vote:** Unanimous

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

There were no written comments received.

The following comments were received in person: Mr. Jay Lewis, 112 Luftee Lane, spoke about the new connecting sidewalk in the Honeycutt Subdivision. He would like a meeting to discuss the sidewalk, which he does not like because it brings noise and crime to the cul de sac and encourages crossing Honeycutt at places other than the established crosswalks.

## **Requests and Communications**

### **5. Holly Springs Salamanders Season Update**

Jay Bratschi, Parks and Recreation, introduced the General Manager of the Holly Springs Salamanders, Chip Hutchinson.

Mr. Hutchinson said he was here to provide an update on the Salamanders' 2021 season. He said that it was a year ago today that they had to cancel their season, and he is excited to bring baseball back. He showed a seating chart and explained how they would use it to maintain social

distance. There will be 30 home games this year, and some post-season play in early August. Single game tickets go on sale Thursday, April 22<sup>nd</sup>. He said they would encourage touchless transactions such as digital tickets and card only purchases. There is a new “clear bag” policy for safety. Food can be ordered on a new mobile ordering system, FanFood, and fans can either pick it up or have it delivered to their seats; and there will be new socially distanced group sections. He mentioned some of the promotional days they will have and shared the 2021 season schedule, which opens with a home game on May 22<sup>nd</sup>.

Mr. Mike Birling, VP of Capital Broadcasting, said that having to go over 650 days without baseball was difficult, but the support of the Town, specifically the Parks and Recreation Department, has been what made it possible to get through this.

## **Consent Agenda**

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

6. Minutes – The Council approved minutes of the Council business meeting held April 6, 2021.

7. Monthly Budget Report - The Council received the monthly Budget Amendment Report. *A Copy of the budget amendment report is attached to these minutes.*

8. Resolution 21-12, FUJIFILM Diosynth Biotechnologies Limited Obligation Bonds – The Council passed Resolution 21-12 approving the issuing of Limited Obligation Bonds for the purchase and conveyance of land purchased to FUJIFILM Diosynth Biotechnologies, approving the substantially final form finance documents, and authorizing the Finance Director and Town Manager to complete all necessary transactions for the debt issuance.

*A copy of Resolution 21-12 is attached to these minutes.*

9. Inspection and Evaluation of 19 Sanitary Sewer Pump Stations (TOHS 21-002) – The Council approved a contract for \$74,754 with Hazen and Sawyer for the inspection and evaluation of nineteen (19) sanitary sewer pump stations.

10. Microsoft Enterprise Agreement Renewal – The Council awarded the Microsoft Enterprise Agreement renewal to SHI International Corporation for a three-year contract in the annual amount of \$98,231, for a period starting June 1, 2021 and ending May 31, 2024.

## **NEW BUSINESS**

### **11. Oasis Church Development Plan Amendment 19-DP-08-A01 Administrative Decision & Developer Agreement**

Melissa Sigmund, Development Services, said that this item was to consider a Development Plan amendment and a Developer Agreement for the Oasis Church. She showed where the land is located along Ralph Stephens Road, and identified it as being zoned R-30 residential, which allows houses of worship as a special exception use. She said the changes being requested are to the phasing the building, the parking layout, and to modifications the elevations. Phase 1 would include an 11,716 square foot building which would house the worship space, nursery space, and offices. This phase would have 98 parking spaces. Phase 2 would expand the building by 17,226 square feet, for a total of 28,942 square feet. The worship space would be moved to the newer part of the building and the old worship space repurposed for meeting space. There would be an additional 124 parking spaces, for a total of 222, which is two more than is required. The parking lot is similar to the one that was originally approved, with some changes in connectivity. Ms. Sigmund shared the landscaping plan, and showed the previously approved elevations and the currently proposed

elevations. She said there were changes in colors and materials, and the break-up of materials. The main entrance is on the opposite side of the building from Ralph Stephens.

Rachel Jones, Development Services, said there were no major traffic or utility changes. She showed the public cross access through the project. She said that road improvements provided in accordance with the Comprehensive Transportation Plan have not changed, but that Oasis wishes to phase them in over the course of the project. The thoroughfare road widening along the frontage of Ralph Stephens Road and Castaway Court would be delayed up to two years. Improvements provided with the initial phase of construction include left turn restriction at Ralph Stephens site access, completion bond provide by the developer to the Town, and a traffic management plan provided to the Town during the construction drawing phase.

MPT Berry asked about the developer agreement and changes in elevations. Ms. Sigmund said that the changes in elevation were mostly colors and materials. It still meets all of the criteria for human scale elements.

The Planning Board recommended approval with a vote of 9-0. Council had no questions for Mr. Crandall, Planning Board representative.

Councilman McGrath asked about the internal controls that would prevent the left turn at Ralph Stephens. Ms. Jones said that it could be an interior island, "pork chop," or median but NCDOT gets to weigh in and could require something on Ralph Stephens Rd.

Councilwoman Kelly asked why there were changes in the façade. Ms. Sigmund said the new façade does meet our standards, but the applicant is here and could answer that question.

Brian Duncan, Spaulding Group, 1611 Jones Franklin Rd. Raleigh speaking for the applicant, said COVID had implications that caused them to request the phasing of the project. The site plan was amended in order to accommodate the phasing, which would allow them to get into the site to raise funds.

Jerry Fink said he was the architect and that Oasis wants to provide a facility that is functional and pleasing to their membership and the Town. They wanted to scale back, and his firm worked to meet the requirements of the UDO.

Pastor Bill Rose, Orchid Rd. spoke about the history of Oasis. He said a small group of people have given generously and sacrificially to build the congregation. They are looking forward to being able to go back to in-person worship. The reason for the elevation change is because it costs less. The phasing they asked for in order to have time to raise the funds to complete the project.

**Action 1:** Motion to approve 19-DP-08-A01 for Oasis Church with modified conditions as stated in the agenda packet.

**Motion by:** Wolff

**Second by:** Kelly

**Vote:** unanimous

**Action 2:** Motion to approve the Developer Agreement.

**Motion by:** McGrath

**Second by:** Villadsen

**Vote:** unanimous

## **12. Fiscal Year 20-21 Civic Nonprofit Grants and remaining DPI Grant Funds**

MPT Berry said that he and Councilman Wolff met as the Grants Committee on March 31<sup>st</sup> to discuss the grant applications for 2021. He said that each year the Council appropriates money to grant to nonprofits in Town. They evaluate the public purpose of these organizations to make sure the programs are available to all the residents of Holly Springs. He said they would go through the Town's appropriated \$25,000 first. Then there are additional funds given to the Town from the General Assembly in 2018 that have not been fully appropriated, and they want to discuss those at a later meeting after completing a clerical item.

He said that fewer groups applied this year than in the past and the Committee discovered that COVID had an impact on all of the organizations and their ability to have events. There were nine applications. Several of last year's COVID support grant recipients did not apply this year. Given the situation this year, the Committee wanted to reach back out to some of these partners who provide basic necessities to people, because the Town values the work they do in the community. He thanked the staff committee, the Clerk's office, and the Communications Team for their work on getting the word out to organizations who might want to apply. He then summarized the projects that the organizations were proposing, and the Committee's recommendations for grant amounts.

Councilman Wolff talked about the COVID impact on organizations and said that Council should get involved in the process next January to bring as many organizations into the process as possible.

Councilman McGrath said there is a lot of money going to public schools for PPE, and he was curious about why they needed more money from the Town. It seems to him like Wake County Public School System should pay for the PPE. He had the same concerns about the organizations for the school systems from the DPI grant. Councilman Wolff said that in speaking to teachers, they said that they are not receiving adequate PPE from the County. The High School Band requested the money for air filters, and that is not something that the County would pay for. He said he thinks it is reasonable for the Town to fill that gap with these funds. Councilman McGrath said he would like to see more funds going to organizations like the Holly Springs Food Cupboard, rather than the school systems.

MPT Berry said that the High School Band is a membership organization which requires students to pay membership fees to participate. It is not covered by the school system.

Councilman Villadsen asked if Council needed to cap the amount given, or have a minimum request. Councilman Wolff said the cap is \$5000, with a minimum request of \$500. MPT Berry said the Committee had a discussion about raising the maximum due to the money that was appropriated. In a year with more applicants, they will have to make tough decisions about how much to give which organizations.

Councilwoman Kelly thanked the committee for doing this work. Council will be able to help the community in a very real way, both for basic needs and for things lift people's spirits, which are also very necessary.

**Action:** Motion to award Civic Nonprofit Grants in the following amounts to the following organizations:

|                                                           |         |
|-----------------------------------------------------------|---------|
| Holly Springs Community Band                              | \$2,000 |
| Holly Springs Food Cupboard                               | \$2,500 |
| Holly Springs High School Band                            | \$2,500 |
| Holly Springs High School PTSA                            | \$2,500 |
| InterAct                                                  | \$2,000 |
| LaunchHOLLYSPRINGS                                        | \$1,000 |
| South Wake Conservationists                               | \$1,000 |
| Love is a Parable                                         | \$500   |
| Holly Springs MLK                                         | \$500   |
| Oak City Sound                                            | \$500   |
| Fuquay-Varina Food Shelf                                  | \$2,500 |
| Kirk of Cary Food (Western Regional Food Security Action) | \$2,500 |
| Western Wake Crisis Ministry                              | \$5,000 |

**Motion by:** Kelly

**Second by:** McGrath

**Vote:** unanimous

MPT Berry said that there was a clerical issue to resolve on the DPI Grant before allocating those funds, so that vote will come back to Council at the first meeting in May.

## **OTHER BUSINESS**

### **13. Arbor Creek/Middle Creek Greenway Spur Connections**

Matt Beard, Parks and Recreation, said this item was to bring information back to Council regarding estimated construction costs for the Aldenwood connection to the Arbor Creek/Middle Creek Greenway project. The Aldenwood Spur would be 804 feet long, with an estimated construction cost of \$200,000. However, it has been identified as a construction access point for the trail, so some of those costs will be incurred even if the spur is not built. A potential spur at Linksland would be 1200 feet long and would require a 120-foot bridge, and some boardwalk. Costs are estimated to be between \$500,000 and \$700,000 and would be highly dependent on the outcome of a wetland survey.

Mr. Beard said that these are just estimates. Construction bids will be received later this week. Staff will evaluate changes to the Aldenwood connection, which would involve either relocating the construction entrance or continuing to use this location and clearing/grading it for construction use, and restoring it after construction, which would require part of the \$200,000 construction cost. The next closest access points are at Bountywood to the west and Canterwood to the east. Staff are also evaluating a Sunset Ridge North connection at Linksland. Survey work would need to be completed and a change order written for construction and permitting. They are holding off on the submission to FEMA until this is decided so that it can all be submitted at once.

MPT Berry asked if the temporary construction access would be necessary even if the Aldenwood connection is abandoned. Councilman McGrath asked if the construction access could be moved to Linksland. Mr. Beard said that Linksland would need to be used as a construction access point also, but the difficulty is crossing Middle Creek with vehicles. A vehicular bridge would need to be built and then deconstructed and a pedestrian bridge built. MPT Berry said Council asked the manager to include money in the budget for this, and so no action will be taken tonight. He concurs with Councilman McGrath about not building the Aldenwood connection and reaping the \$200k savings. Randy Harrington, Town Manager, said staff would report back to Council once the bids are received.

Mayor Pro Tem Berry said there had been 2,604 cases of COVID-19 in our zip code, and 7 deaths; there have been 84,210 cases in Wake County, and 713 deaths.

Councilwoman Kelly said she was happy to have participated in the Chamber of Commerce's Women Empowerment session today. She has also been participating in NC League of Municipalities' CityVision this week. She said that at the second monthly landfill meeting with GFL they shared comments and slides from the workshop and she is definitely sensing that they are seeing the broad issue for the Town – the problem is not just in one area, it's all over. She thinks the Town was heard on the issue of a better reporting form. They are considering a temporary liner on the open face and are hiring a communications person. Lastly, just before this meeting, the jury came back on the trial of Derek Chauvin. She participated in Black Lives Matter protests last summer and it urged her to begin the process of getting body cameras for Holly Springs Police Department. At the events she attended, the HSPD was present in a supportive way, and they are trying to move forward and are doing the right things. This is a turning point for us to keep making progress.

Councilman McGrath said that there was a good discussion at the landfill meeting. He said that there is definitely a sense of commitment from Commissioners Calabria and Hutchinson. There was some actual concrete direction to county staff to work on challenges they face, and there was some discussion of increasing tipping fees. As we look at the impact of tree planting and other odor mitigation or measuring devices, we can get some clear-cut data to see if there is a tangible impact. Beyond that, the "do-out" that GFL took was to investigate common metrics in other landfills that are

in urban areas, and see how it is handled in other places. That way they can get some benchmarking data that can be used as we move forward.

### **MANAGER'S REPORT**

Randy Harrington, Town Manager, said he had two items. First, this weekend NC Spring Classic Road Race will be held on Saturday from 7-10 am. There will be road closures in the downtown area. Second, there will be a Park after Dark Movie Under the Stars at Sugg Farm. Upcoming movies are *Finding Nemo* on Friday 23<sup>rd</sup> and on May 4<sup>th</sup>, *Star Wars: The Force Awakens*. He commended the staff for thinking out of the box over the past year.

MPT Berry asked if these were ticketed events. Mr. Harrington said they were, and the cost was \$20 per "pod" of 8 individuals.

**CLOSED SESSION:** The Council entered into closed session, pursuant to N.C.G.S. 143-318.11(a)(4) to discuss an economic development matter.

**Motion by:** McGrath

**Second by:** Kelly

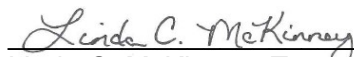
**Vote:** Unanimous

Motion to seal the closed session minutes was made by Councilwoman Kelly, seconded by Councilman Wolff and passed with a unanimous vote.

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

**Adjournment:** Councilman Wolff made a motion to adjourn at 8:59 pm. It was seconded by Councilwoman Kelly and passed with a unanimous vote.

Respectfully Submitted on Tuesday, May 4, 2021.



Linda C. McKinney, Town Clerk

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



# Holly Springs Town Council

## *Town Council Meeting Agenda Cover Sheet*

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### **Agenda Item#: 8.**

#### **Consent Agenda**

**Title:** Amendment to Developer's Agreement (dated 2/27/2020) with Helix Ventures

**Strategic Priority Area:** Responsible & Balanced Growth

**Staff Resource:** John Schifano, Town Attorney

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#### **Action(s):**

Approve First Amendment to the Development Agreement with Helix Ventures.

#### **Explanation:**

- On February 27, 2020, the Town entered into a development agreement with Helix Ventures for the development of the Oakview Business park.
- The Town committed \$500,000 towards the sewer line construction, with certain obligations of the developer to construct the sewer line within a timeframe.
- Subsequent to the economic development agreement with Fujifilm Diosynth, certain changes to the timeframe are required. Further, the developer is additionally obligating itself to construct the entrance drives and waterlines by first quarter 2022.

#### **Background:**

- Helix Ventures owns 150 acres located off of New Hill Road that the Town currently has an option to purchase and convey to Fujifilm Diosynth for construction of that company's \$1.5 billion manufacturing plant.
- This agreement describes Helix Venture's obligations to construct certain infrastructure to accommodate the land transaction.

#### **Funding Source(s):**

No additional funds are required as a result of this amendment.

#### **Attachment(s):**

1. First Amendment to Dev Agreement for Oak View\_Town Council Version2

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

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

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

**BY AND BETWEEN**

**THE TOWN OF HOLLY SPRINGS**

**and**

**HELIX VENTURES, LLC.**

**THIS AMENDMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the “Town” and **Helix Ventures, LLC, a North Carolina Limited Liability Company**, hereafter referred to collectively as the “Developer.” The Town and the Developer are collectively referred to herein as the “Parties.”

**WITNESSETH:**

**WHEREAS**, the Developer and the Town entered into a Development Agreement dated February 27, 2020 (“Development Agreement” or “DA”) to govern certain land entitlements with respect to several parcels of property, shown on Exhibit A of the DA, and this Amendment is consistent with those entitlements on those parcels; and,

**WHEREAS**, The Town currently holds an option to purchase 150 acres, more or less, of the Property governed by the DA (“FUJI Parcel”), pursuant to an economic development incentive agreement (“FUJI EDA”) offered to Fujifilm Diosynth, and this Amendment serves to ensure compliance of the DA with that FUJI EDA; and,

**WHEREAS**, as a condition of sale, the Developer is required to perform certain improvements to the Parcel and the FUJI Parcel, and this Amendment describes those improvements, generally sets the expense of those improvements and sets forth the time for completion of this work; and,

**WHEREAS**, the Town is authorized to enter into this Amendment pursuant to N.C.G.S. §§ 160A-16, 160A-400.20 *et seq.* and may contract with the Developer to carry out the public purposes set forth herein pursuant to N.C.G.S. §160A-20.1 and the Town Council of Holly Springs has determined that it is in the best interests of its citizens to do so.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, in the FUJI EDA, and the Development Agreement, which is in full force in effect except as modified below, the Town and the Developer agree to modify the Development Agreement as follows:

1. Article II, Paragraph 4(d) is no longer needed and is hereby stricken. The Developer shall timely complete the construction of the sewer line by March 15, 2022. Additionally, Developer shall accommodate a small relocation of the proposed alignment of the sewer line, as shown on Exhibit A. The Developer shall provide a cost estimate for this relocation to the Town, and the Town and Developer shall work in good faith to allocate costs and expenses relating to this relocation. In the event that the cost allocation cannot be agreed upon, the Town may elect not to do the work.

2. The Developer shall install entrance drives to the FUJI Parcel in the manner shown on Exhibit B. For purpose of clarity, these drives are the northern area drives from New Hill Road and from Green Oaks Parkway. This drives shall be built to the Town’s standards and shall contain domestic and reclaimed waterlines terminating at the FUJI Parcel. All work shall be completed by March 15, 2022.

3. If the Developer is not more than 50% complete with any work described in paragraphs (1) & (2), above, by 12/31/2021, the Developer shall provide written notice to the Town as soon as practical upon failure of completing any milestone.

4. The Developer shall complete the work as described in the foregoing paragraphs, time being of the essence. Any language contrary to the foregoing completion times remaining in the Development agreement shall be stricken and have no further effect.

6. The remaining terms and conditions of the DA, not inconsistent with this Amendment, remain in full force and effect.

|            |                       |
|------------|-----------------------|
| EXHIBIT A: | Sewer Line Relocation |
| EXHIBIT B: | Access Roads          |

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**TOWN OF HOLLY SPRINGS**

(*Town Seal*)

BY: \_\_\_\_\_  
Randy J. Harrington, Town Manager

*ATTEST:*

\_\_\_\_\_  
Linda McKinney, Town Clerk  
Latisha Butler, Deputy Town Clerk

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This document is sufficient as to form.

\_\_\_\_\_  
John P. Schifano, Town Attorney

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This instrument has been pre-audited in the manner proscribed by the Local Government Finance Act.

\_\_\_\_\_  
Antwan Morrison  
Finance Director

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**HELIX VENTURES, LLC**

*(Seal)*

By: \_\_\_\_\_

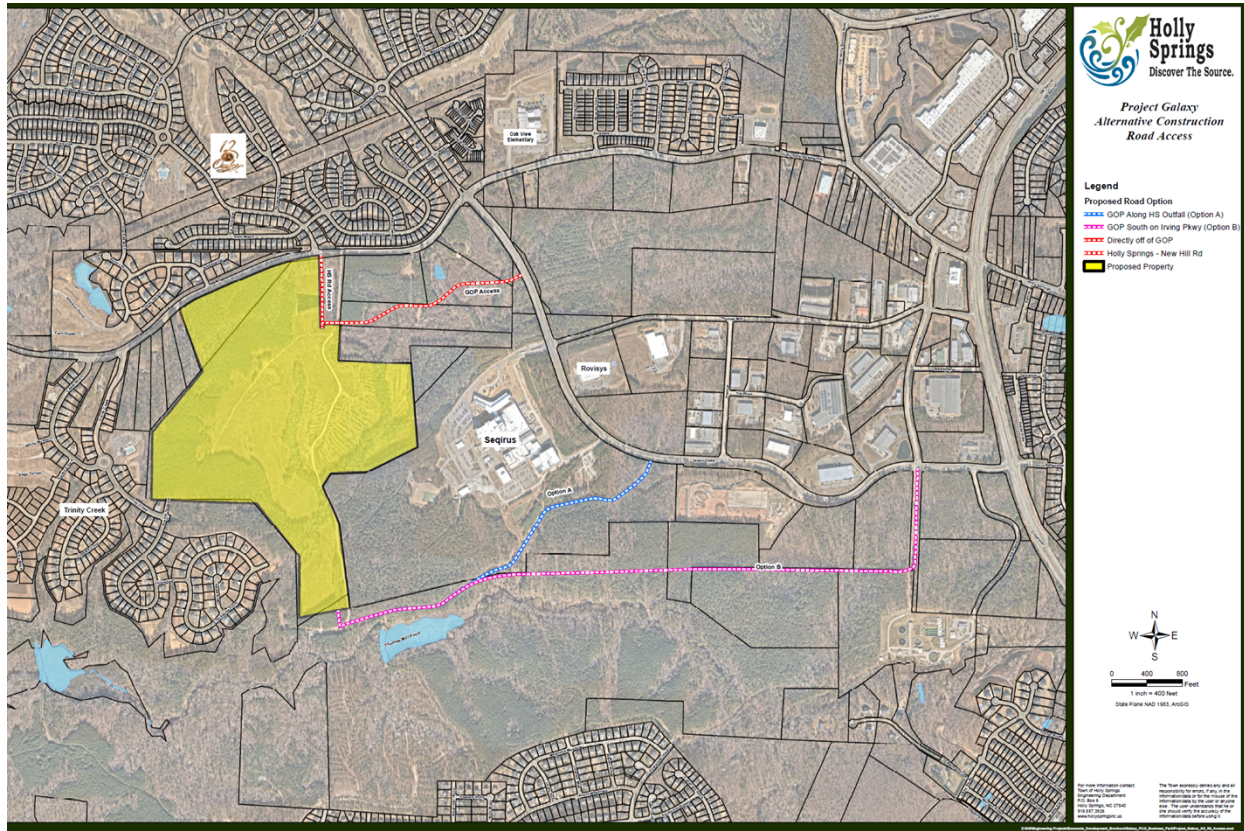
Name: \_\_\_\_\_

Title: \_\_\_\_\_

# EXHIBIT A Sewer Line Relocation



## Exhibit B Access Road Location







# Holly Springs Town Council

## *Town Council Meeting Agenda Cover Sheet*

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### Agenda Item#: 9.

#### **Consent Agenda**

**Title:** Resolution for sale of General Obligation Public Improvement Bonds

**Strategic Priority Area:** Responsible & Balanced Growth

Economic Prosperity & Diversity

**Staff Resource:** Antwan Morrison, Finance

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#### **Action(s):**

Approve Resolution 21-13 providing for sale and issuance of \$8M General Obligation Public Improvement Bonds, Series 2012 and \$23M General Obligation Public Improvement Bonds, Series 2018.

#### **Explanation:**

- This item requests approval of Resolution 21-13 for the sale of \$31,000,000 in Voter-Approved General Obligation Bonds.
- Resolution shall:
  - Formally authorizes the sale of general obligation bonds;
  - Formally pledges the Town's taxing power to provide for payment on the bonds, if necessary;
  - Approves proposed form of the bonds;
  - Approves the form of the draft official statement for use in offering bonds to investors;
  - States the Town's agreement to comply with relevant provisions of federal tax law;
  - States the Town's agreement to comply with federal rules for continuing disclosure to securities markets;
  - Authorizes Town staff to complete the process of issuing bonds, and approves the steps to that end previously taken. This includes authorizing to determine the final amount of the bond issue and the final principal payment schedule;
- The Town is required to obtain approval from the Local Government Commission (LGC) in order to proceed with issuance;
- The actual interest rate on bonds will be set when the LGC receives sealed bids for the bonds on June 2nd and the closing on the bonds is scheduled for June 23rd.

#### **Background:**

- In 2011 and 2018 the voters of the Town of Holly Springs approved the issuance of up to \$20M of general obligation bonds to pay capital costs of providing parks and recreation facilities. (the "Parks Bonds") and \$40M of general obligation bonds to pay capital costs for transportation improvements (the "Transportation Bonds"), respectively.
- Per general statute 159-64, bonds may be issued under a bond order at any time within seven years after the bond order takes effect. Such period may be extended prior to the

Town Council Business Meeting  
May 4, 2021

expiration of such period from seven years to ten years.

- In November 2012, \$12,000,000 of the Parks Bonds authorization was issued, leaving a remaining balance of \$8,000,000. In 2018, a public hearing was held regarding the extension of these funds. The extension period expires November 2021.
- The Parks Bonds will be used to fund:
  - Arbor Creek Greenway; and
  - New Park West of 55 "Cass Holt Road"
- This is the first issuance of the Transportation Bonds authorization. The first tranche in the amount of \$23M will be used to fund:
  - Highway 55 Right Turn Lane,
  - Avent Ferry Road Re-Alignment,
  - Main Street Eastbound Right Turn Lane and
  - Holly Spring Road Widening Phase 2

**Funding Source(s):**

Debt Service allocation of ad valorem tax revenues

**Attachment(s):**

1. 21-13 Resolution for sale of General Obligation Bonds



THE TOWN OF

# Holly Springs

**Resolution No. 21-13**

**Date Adopted:** May 4, 2021

**Effective Date:** May 4, 2021

**Resolution for the Sale of \$31,000,000 In  
Voter-Approved General Obligation Bonds**

**WHEREAS --**

The voters of the Town of Holly Springs have previously approved the issuance of up to \$20,000,000 of the Town's general obligation bonds to pay capital costs of providing parks and recreation facilities and up to \$40,000,000 in bonds for transportation purposes. The Town still has \$8,000,000 of the parks and recreation bonds left to be issued, and the Town has not yet issued any of the transportation bonds.

The Council has now determined that the Town should issue all of the remaining parks and recreation bonds and \$23,000,000 of the transportation bonds.

This resolution provides for the issuance of these bonds and takes related action, such as approving the form of the disclosure document that will be used to provide information to prospective bond investors.

**BE IT THEREFORE RESOLVED by the Town Council of the Town of Holly Springs, North Carolina, as follows:**

**1. Town Will Sell Bonds -** The Town will issue and sell for their respective authorized purposes (a) all \$8,000,000 of the unissued parks and recreation bonds and (b) \$23,000,000 of the unissued transportation bonds. These bonds will be combined for sale as a single issue of Town public improvement bonds (to be referred to as the "Bonds" in this resolution.

**2. Payment Provisions.** The Bonds will bear interest at the rates determined at the time of their sale by the Local Government Commission (currently scheduled for June 2), with interest calculated on the basis of a 360-day year consisting of twelve 30-day months. The principal of the Bonds will be payable in annual installments as the Finance Officer may determine after consultation with the LGC, except that the final maturity for the Bonds must not extend beyond December 31, 2041.

**3. Pledge of Faith, Credit and Taxing Power --** The Town's full faith and credit are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds. Unless other funds are lawfully available and appropriated for timely payment of the Bonds, the Town

will levy and collect an annual ad valorem tax, without restriction as to rate or amount, on all locally taxable property in the Town sufficient to pay the principal of and interest on the Bonds as the same become due.

**4. Approval of Official Statement for Offering** - There has been made available to the Mayor and each member of the Council a draft of an official statement (the "Official Statement") relating to the Bonds, which is designed to provide appropriate information about the Town and the financing to prospective investors in the Bonds. The draft Official Statement remains subject to completion and amendment.

The Council approves the LGC's distribution of the Official Statement to prospective purchasers of the Bonds. The Official Statement as distributed must be in substantially the form presented to this meeting, which the Council approves, with changes as the Finance Officer may approve. The Council ratifies the prior actions of the Finance Officer and other Town representatives, in collaboration with the LGC staff, in preparing the text of the Official Statement.

The Council acknowledges that it is the Town's responsibility, and ultimately the Council's responsibility, to ensure that the Official Statement in its final form neither contains an untrue statement of a material fact nor omits to state a material fact required to be included therein for the purpose for which the Official Statement is to be used or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. By the adoption of this resolution, the Council members acknowledge and accept their own responsibility for causing the Town to fulfill these responsibilities for the Official Statement.

The Town deems the Official Statement as distributed by the LGC to be a "final official statement" within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for the omission of certain final Bond pricing and other information that Rule 15c2-12 allows to be omitted.

**5. Prepayment Provisions** – The Council directs the Finance Officer, upon advice from the LGC, to determine the terms and conditions under which the Bonds will be subject to prepayment prior to maturity. The Finance Officer shall execute a certificate prior to the initial delivery of the Bonds designating prepayment terms and conditions. This certificate will be conclusive evidence of the Finance Officer's determination of these terms and conditions.

**6. Form of Bonds; Payment Details** -- The Bonds will be designated "General Obligation Public Improvement Bonds, Series 2021." The Bonds will be in substantially the form set out in Exhibit A. The Bonds will be dated the date of their initial issuance, will be in fully registered form, will be in denominations of \$5,000 and integral multiples thereof and will be numbered for identification from R-1 upward.

The Bonds must be signed by the manual or facsimile signature of the Mayor or the Town Manager, and the Town's seal must be affixed to the Bonds (or a facsimile of the seal printed on the Bonds) and attested by the manual or facsimile signature of the Town Clerk or any Deputy or Assistant Clerk. No Bond will be valid unless at least one of the signatures appearing on the Bond (which may be the signature of the LGC's representative required by law) is manually applied or until the Bond has been authenticated by the manual signature of an authorized officer or employee of a bond registrar selected by the Finance Officer.

Interest on each Bond will be payable semiannually (a) from its date, if it is authenticated prior to the first interest payment date, or (b) otherwise from the interest payment date that is, or immediately precedes, the date on which it is authenticated (unless payment of interest is in default, in which case such Bond will bear interest from the date to which interest has been paid). Principal, interest and any prepayment premium will be payable in lawful money of the United States of America.

The Council directs the Finance Officer to execute a certificate prior to the initial delivery of the Bonds designating the final aggregate principal amount of the Bonds (up to the maximum authorized amount of \$31,000,000), the division of the final amount between parks and transportation bonds, the final principal payment schedule, and the interest payment dates for the Bonds. This certificate will be conclusive evidence of the Finance Officer's approval and determination of these matters.

**7. Finance Officer as Registrar; Payments to Registered Owners --** The Council appoints the Finance Officer as Registrar for the Bonds. As Registrar, the Finance Officer shall maintain appropriate books and records of the ownership of the Bonds. The Town will treat the registered owner of each Bond as the person exclusively entitled to payment of principal, interest and any prepayment premium and the exercise of all rights and powers of the owner, except that the Town will make payments to the person shown as owner on the registration books at the end of the calendar day on the 15th day of the month (whether or not a business day) preceding each interest payment date.

**8. Advertising Bonds for Sale –** The Council directs the Finance Officer, in collaboration with the LGC, to take all proper steps to advertise the Bonds for sale in accordance with standard LGC procedures, including through the use of a "Notice of Sale" document in the LGC's customary form and in substantially the same form as used for prior Town bond sales. The Council directs the Finance Officer to review and approve a form of Notice of Sale as that officer may determine to be in the Town's best interest.

**9. LGC To Sell Bonds --** The Town asks the LGC to sell the Bonds, to receive and evaluate bids and to award the Bonds based on the best bid received.

**10. Completing Official Statement after Sale –** After the LGC has received bids and awarded the Bonds to the successful bidder, the Council directs the Finance Officer, in collaboration with the LGC, to prepare a final Official Statement within the meaning of Rule 15c2-12. The Council authorizes the Finance Officer to approve the final document as a final Official Statement. The Town, together with the LGC, will arrange for the delivery within seven business days of the sale date of a reasonable number of copies of the final Official Statement to the successful bidder on the Bonds for delivery to each potential investor requesting a copy of the final Official Statement and to each entity to which the bidder and members of the bidding group initially sell the Bonds.

**11. Town Officers To Complete Closing** – The Council authorizes the Finance Officer and all other Town officers and employees to take all proper steps to deliver the Bonds to the purchaser upon payment for the Bonds, and to take all other proper steps to complete the issuance of the Bonds.

The Council authorizes the Finance Officer to hold the executed Bonds, and any other documents permitted by this resolution, in escrow on the Town's behalf until the conditions for the delivery of the Bonds and other documents have been completed to the Finance Officer's satisfaction. The Finance Officer may then release the executed Bonds and other documents for delivery to the appropriate persons or organizations.

Without limiting the generality of the foregoing, the Council specifically authorizes the Finance Officer to approve changes to any documents previously signed by Town officers or employees, provided that the Bonds must be in substantially the form approved by this resolution and that any changes must not substantially alter the intent of the document from that expressed in the form originally executed. The Finance Officer's authorization of the release of any such document for delivery will constitute conclusive evidence of that officer's approval of any such changes.

In addition, the Council authorizes the Finance Officer to take all appropriate steps for the efficient and convenient carrying out of the Town's on-going responsibilities with respect to the Bonds. This authorization includes, without limitation, contracting with third parties for reports and calculations that may be required under the Bonds, this resolution, or otherwise with respect to the Bonds.

**12. Undertaking for Continuing Disclosure** -- The Town undertakes, for the benefit of the beneficial owners of the Bonds, to provide continuing disclosure with respect to the Bonds as described in Exhibit B.

The Council designates the Finance Officer as the Town officer to be primarily responsible for the Town's compliance with its undertakings for continuing disclosure provided for in this resolution. The Finance Officer will provide for the filings and reports (including the reports of material events) constituting the continuing disclosure provided for in this resolution.

**13. Resolutions as to Tax Matters** -- The Town will not take or omit to take any action the taking or omission of which will cause the Bonds to be "arbitrage bonds," within the meaning of Section 148 of the "Code" (as defined below), or "private activity bonds" within the meaning of Code Section 141, or otherwise cause interest on the Bonds to be includable in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the Town will comply with any Code provision that may require the Town at any time to pay to the United States any part of the earnings derived from the investment of the proceeds of the Bonds, and the Town will pay any such required rebate from its general funds. For this paragraph, "Code" means the United States Internal Revenue Code of 1986, as amended, including applicable Treasury regulations.

**14. Book-Entry System for Bond Registration** -- The Town will issue the Bonds by means of a book-entry system, with one bond certificate for each maturity immobilized at The Depository Trust Company, New York, New York ("DTC"), and not available for distribution to the public. The book-entry system for registration will operate as described in the Official Statement. Therefore, so long as the book-entry system of registration with DTC is in effect, (a) the Town will make Bond payments only to DTC or its nominee as registered owner of

the Bonds, (b) the Town will not be responsible or liable for any transfer of payments to parties other than DTC or for maintaining, supervising or reviewing the records maintained by DTC or any other person related to the Bonds, and (c) the Town will not send redemption notices (or any other notices related to the Bonds) to anyone other than DTC or its nominee. The Council, by resolution, may elect to discontinue the Town's book-entry system with DTC. The Council authorizes the Finance Officer to enter into any agreements such officer deems appropriate to put into place and carry out the book-entry system with DTC.

**15. Finding as to Useful Life and Term of the Bonds** – The Council finds and determines that the average weighted maximum useful life of the projects to be financed with the proceeds of the Bonds is at least twenty years, subject to ordinary maintenance for projects of this type, and therefore the term of the Bonds will be within such maximum useful life.

**16. Additional Provisions** – The Council authorizes all Town officers and employees to take all such further action as they may consider desirable in carrying out the purposes of this resolution. The Council ratifies all prior actions of the Town officers and employees in this regard. Upon the absence, unavailability or refusal to act of the Mayor, the Town Manager or the Finance Officer, any of such officers may assume any responsibility or carry out any function assigned to another officer in this resolution. In addition, upon the unavailability of the Mayor or the Clerk, respectively, any of the rights or responsibilities directed to such officers may be carried out or exercised by the Mayor Pro Tem or any Deputy or Assistant Clerk. All other resolutions, or parts thereof, in conflict with this resolution are repealed, to the extent of the conflict. This resolution takes effect immediately.

**Adopted by the Holly Springs Town Council on this, the 4<sup>th</sup> day of May, 2021.**

**Town of Holly Springs by**

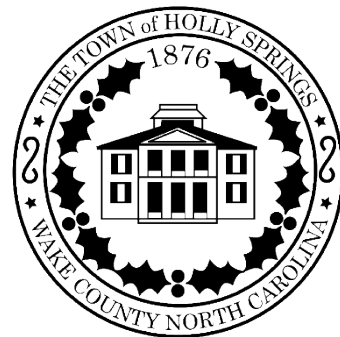
**ATTEST:**

---

Dick Sears, Mayor

---

Linda McKinney, Town Clerk



REGISTERED

REGISTERED

Number R-X

**UNITED STATES OF AMERICA  
STATE OF NORTH CAROLINA**

**TOWN OF HOLLY SPRINGS**

**General Obligation Public Improvement Bond, Series 2021**

| INTEREST RATE | MATURITY DATE | DATED DATE    | CUSIP      |
|---------------|---------------|---------------|------------|
| _____ %       | June 1, 20__  | June __, 2021 | 436083 XXX |

**REGISTERED OWNER: \*\*\*\*\*CEDE & CO.\*\*\*\*\***

**PRINCIPAL AMOUNT: \*\*\*\*\_ THOUSAND DOLLARS  
(\$\_\_\_\_,000)\*\*\***

***THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA (the "Town")***, for value received, promises to pay to the registered owner of this Bond, or registered assigns or legal representative, the principal amount stated above on the maturity date stated above, subject to prior redemption as described below, and to pay interest on this Bond semiannually on each June 1 and December 1, beginning December 1, 2021, at the annual rate stated above. Interest is payable (a) from the dated date stated above, if this Bond is authenticated prior to December 1, 2021, or (b) otherwise from the June 1 or December 1 that is, or immediately precedes, the date on which this Bond is authenticated (unless payment of interest on this Bond is in default, in which case this Bond will bear interest from the date to which interest has been paid).

This Bond is one of an issue of the Town's \$31,000,000 General Obligation Public Improvement Bonds, Series 2021 (the "Bonds"), of like date and tenor, except as to number, denomination, rate of interest, privilege of redemption and maturity. The Bonds are issued pursuant to a resolution adopted by the Town's governing Town Council on May 18, 2021, and the Constitution and laws of the State of North Carolina, including the Local Government Bond Act.

The Town's full faith and credit are pledged for the payment of principal of and interest on this Bond.

The Town will make all payments in lawful money of the United States. Interest is calculated based on a 360-day year consisting of twelve 30-day months.

The Bonds are issued by means of a book-entry system, with one bond certificate for each maturity immobilized at The Depository Trust Company, New York, New York ("DTC"), and not available for distribution to the public. Transfer of beneficial ownership interests in the Bonds in the principal amount of \$5,000 or any integral multiple thereof will be effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Principal, and interest on the Bonds are payable by the Town to DTC or its nominee as registered owner of the Bonds. The Town is not responsible or liable for such transfer of ownership or payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

Bonds maturing prior to June 1, 2032, are not subject to redemption prior to maturity. Bonds maturing on June 1, 2032, and thereafter are redeemable, at the Town's option, from any moneys that may be made available for that purpose, in whole or in part on any date not earlier than June 1, 2031, at a redemption price of 100% of the principal amount to be redeemed, plus interest accrued to the redemption date, without premium.

If less than all of the Bonds stated to mature on different dates are called for redemption, the Town will select the Bonds to be redeemed in such manner as the Town may determine in its discretion. If less than all of the Bonds of any one maturity are called for redemption, the particular Bonds or portions of Bonds to be redeemed from that maturity will be selected by lot in such manner as the Town in its discretion may determine; provided, however, that the portion of each Bond to be redeemed will be in the principal amount of \$5,000 or some integral multiple thereof, and that, in selecting Bonds for redemption, each Bond will be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by

\$5,000. Notwithstanding the foregoing, so long as a book-entry system with DTC is used for determining beneficial ownership of Bonds, if less than all of the Bonds within a maturity are to be redeemed, DTC and its participants will determine which of the Bonds within any such maturity are to be redeemed. If a portion of a Bond is called for redemption, the Town will issue a new Bond to the registered owner in a principal amount equal to the unredeemed portion, upon the registered owner's surrender of the Bond.

The Town will send notice of redemption to DTC or its nominee as the registered owner of the Bonds in such manner as may be provided for under DTC's then-current operating procedures. The Town will send this notice not more than 60 days and not less than 30 days prior to the date fixed for redemption. The Town is not responsible for sending redemption notices to anyone other than DTC or its nominee.

If (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the Town so elects, the Town will discontinue the book-entry system with DTC. If the Town does not identify another qualified securities depository to replace DTC, the Town will deliver replacement Bonds in the form of fully registered certificates.

The Town Finance Officer has been appointed Registrar for the Bonds. As Registrar, the Finance Officer will maintain appropriate books and records indicating ownership of the Bonds. The Town will treat the registered owner of this Bond as the person exclusively entitled to payment of principal, [premium, if any,] and interest and the exercise of all other rights and powers of the owner, except that the Town will make Bond payments to the person shown as owner on the Town's registration books on the **Record Date**, which is the end of the calendar day on the 15th day of the month (whether or not a business day) preceding each interest payment date. and interest are payable in lawful money of the United States of America.

The Town intends that North Carolina law will govern this Bond and all matters of its interpretation.

All acts, conditions and things required by the Constitution and laws of the State of North Carolina to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed, and the issue of Bonds of which this Bond is one, together with all other indebtedness of the Town, is within every debt and other limit prescribed by the Constitution and laws of the State of North Carolina.

***IN WITNESS WHEREOF***, the Town of Holly Springs, North Carolina, has caused this Bond to be signed by its Town Manager, its seal to be affixed hereto and attested by the Town Clerk, and this Bond to be dated June \_\_, 2021.

(SEAL)

|                                                                                                                 |                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>ATTEST:</b>                                                                                                  |                                                                                                                   |
| <p><u><i>[Sample only - do not sign]</i></u></p> <p>Town Clerk</p> <p>Town of Holly Springs, North Carolina</p> | <p><u><i>[Sample only - do not sign]</i></u></p> <p>Town Manager</p> <p>Town of Holly Springs, North Carolina</p> |

The Bonds have been approved by  
the North Carolina Local Government  
Commission in accordance with the  
Local Government Bond Act.

*[Sample only - do not sign]*

Sharon G. Edmundson  
Secretary, Local Government Commission

**[Town of Holly Springs, North Carolina  
\$31,000,000 General Obligation Public Improvement Bonds, Series 2021]**

**ASSIGNMENT**

**FOR VALUE RECEIVED** the undersigned hereby sell(s), assign(s) and transfer(s) unto

\_\_\_\_\_  
(Please print or type transferee’s name and address, including zip code)

PLEASE INSERT SOCIAL SECURITY OR OTHER  
IDENTIFYING NUMBER OR TRANSFEREE:

the within bond and all rights thereunder, hereby irrevocably constituting and appointing \_\_\_\_\_, Attorney, to transfer said bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

|                                                                                                                                                                                           |                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Signature Guaranteed:</p> <p>_____ NOTICE:</p> <p>Signature(s) must be guaranteed by a participant in the Securities Transfer Agent Medallion Program (“STAMP”) or similar program</p> | <p>_____</p> <p>(Signature of Registered Owner)</p> <p>NOTICE: The signature above must correspond with the name of the registered owner as it appears on the front of this bond in every particular without alteration or enlargement or any change whatsoever.</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**[Town of Holly Springs, North Carolina  
\$31,000,000 General Obligation Public Improvement Bonds, Series 2021]**

## **Exhibit B -- Undertaking for Continuing Disclosure**

The Town undertakes, for the benefit of the beneficial owners of the Bonds, to provide the following items and information to the Municipal Securities Rulemaking Board (the "MSRB"):

(a) by not later than seven months from the end of each of the Town's fiscal years, beginning with the fiscal year ending June 30, 2021, audited Town financial statements for such fiscal year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or, if such audited financial statements are not available by seven months from the end of any fiscal year, unaudited Town financial statements for such fiscal year, to be replaced subsequently by audited Town financial statements to be delivered within 15 days after such audited financial statements become available for distribution;

(b) by not later than seven months from the end of each of the Town's fiscal years, beginning with the fiscal year ending June 30, 2021, (i) the financial and statistical data as of a date not earlier than the end of the preceding fiscal year (which data will be prepared at least annually, will specify the date as to which such information was prepared and will be delivered with any subsequent material events notices specified in subparagraph (c) below) for the type of information included under heading "The Town - Debt Information" and "- Tax Information" in the final Official Statement (excluding any information on overlapping or underlying units), and (ii) the combined budget of the Town for the current fiscal year, to the extent such items are not included in the audited financial statements referred to in (a) above;

(c) in a timely manner, not in excess of ten business days after the occurrence of the event notice of any of the following events with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on any credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) modifications to rights of the beneficial owners of the Bonds, if material;

(8) calls for redemption of the Bonds (other than calls pursuant to sinking fund redemption), if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of any property securing repayment of the Bonds;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar proceedings related to the Town or any other person or entity that may at any time become legally obligated to make payments on the Bonds (collectively, the "Obligated Persons");

(13) the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a financial obligation (as defined below) of the Town, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Town, any of which affect Bondholders, if material; and

(16) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a financial obligation of the Town, any of which reflect financial difficulties; and

(d) in a timely manner, notice of a failure of the Town to provide required annual financial information described in (a) or (b) above on or before the date specified.

“Financial obligation” means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of an obligation described in either clause (a) or (b). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

For the purposes of the event identified in subparagraph (12) above, the event is considered to occur when any of the following occurs: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

If the Town fails to comply with the undertaking described above, any beneficial owner of the Bonds may take action to protect and enforce the rights of all

beneficial owners with respect to such undertaking, including an action for specific performance; provided, however, that failure to comply with such undertaking will not be an event of default and will not result in any acceleration of payment of the Bonds. All actions will be instituted, had and maintained in the manner provided in this paragraph for the benefit of all beneficial owners of the Bonds.

The Town shall provide the documents and other information referred to above to the MSRB in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

The Town may discharge its undertaking as set forth in this resolution by providing such information in any manner that the United States Securities and Exchange Commission subsequently authorizes in lieu of the manner described above.

The Town reserves the right to modify from time to time the information to be provided to the extent necessary or appropriate in the Town's judgment, provided that:

(a) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Town;

(b) the information to be provided, as modified, would have complied with the requirements of Rule 15c2-12 as of the date of the final Official Statement, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any changes in circumstances; and

(c) any such modification does not materially impair the interests of the beneficial owners, as determined either by parties unaffiliated with the Town or by the approving vote of the registered owners of a majority in principal amount of the Bonds pursuant to the terms of the bond resolution, as it may be amended from time to time, at the time of the amendment.

Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the effect of the change in the type of operating data or financial information being provided.



# Holly Springs Town Council

## *Town Council Meeting Agenda Cover Sheet*

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**Agenda Item#: 10.**

### **Consent Agenda**

**Title:** Town Hall Annex Renovation (Old Police Station)

**Strategic Priority Area:** Organizational Excellence

**Staff Resource:** Kimberly Keyes, Utilities and Infrastructure, Corey Petersohn, Finance

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### **Action(s):**

- Approve the Town Hall Annex renovation budget amendment to transfer \$140,000 to the project account, and authorize the Town Manager to execute associated contracts for the appropriated funds for the Town Hall Annex project.
- Award bid to Southeastern Interiors in the amount of \$115,170 for the renovation of the Old Police Station and authorize the Town Manager to enter into a contract with Southeastern Interiors consistent with the scope of this approval.
- Adopt the PAYGO Capital Project Ordinance.

### **Explanation:**

- In July 2019, the Town of Holly Springs selected Creech and Associates to perform a comprehensive space needs assessment for staff and programs currently located in Town Hall. The assessment included phased recommendations to assist with the current space deficit and future growth anticipated in Town Hall.
- The renovation of the Old Police Station is the second phase of the facility renovation projects recommended in the assessment. Creech and Associates recommended that Parks and Recreation and the Information Technology departments move into the Old Police Station, freeing up space for other departments to utilize within Town Hall.
- The renovation will consist of minor demolition, removal, and replacement of deteriorating flooring and inadequate lighting, painting of both floors, relocation and additional electrical, etc. as needed.
- Because this work is below the legal threshold for formal bidding, staff inquired with three (3) contractors to provide pricing for this work. Two of the three vendors responded. Southeastern Interiors was the lowest, responsive bidder. Contractor pricing is attached.
- Upon approval of Town Council, staff will move forward with the renovation. It is anticipated that Parks and Recreation and Information Technology staff will occupy their new space in early August.
- The estimated cost of the project is \$192,005 with an additional \$7,995 for project contingency for a total project budget of \$200,000.
  - \$7,550 for interior planning and architectural services
  - \$115,170 for Town Hall Annex interior renovation to include minor demo, painting, flooring, and lighting/electrical
  - \$8,000 for updating building access control and security
  - \$37,575 for Informational Technology Department furniture and space upfit

Town Council Business Meeting  
May 4, 2021

- \$23,710 for Parks and Recreation furniture and space upfit
- \$7,995 for project contingency
- Prior Council-approved funding is proposed for the project along with reallocation of other existing funds (all approved in the FY2020-21 budget). Funding sources include:
  - \$40,000 from the PAYGO capital fund specifically identified for the renovation
  - \$20,000 from the PAYGO Building Maintenance capital account
  - \$140,000 from various General Fund reallocations

**Background:**

- The Town Hall Annex is the former location of the Holly Springs Police Department and most recently the Co-Working Station.
- Retrofits and upgrades to the building are necessary to meet the operational needs associated with Town departments occupying the facility.
- New furniture is also necessary for the Town Hall Annex as existing Town Hall furniture will remain in place and be used by other staff occupying space vacated by Parks & Recreation and Information Technology.
- This Council action establishes the project budget for facility improvement and reallocates funding to execute the renovation.
- To budget additional funds in a capital project fund such as the PAYGO Fund, Town Council has to adopt a new capital project ordinance appropriating the full amount. The attached ordinance includes already appropriated amounts within the fund plus the additional transfer in of \$140,000.

**Funding Source(s):**

- \$60,000 from the PAYGO capital fund and the transfer of \$140,000 from the General Fund operating budget to the project account.

**Attachment(s):**

1. 2021.03.26 Southeastern Interiors Revised Estimate I
2. FY21 Budget Amendment Form - Townhall Annex
3. First Floor-Information Technology Layout
4. Second Floor - Parks and Recreation Layout
5. PAYGO Capital Project Ordinance 21-14



## Southeastern Construction of Buies Creek, LLC.

PO Box 157  
Buies Creek, NC 27506

|                                                                                         |                                                                 |                                       |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------|
| Proposal Submitted To:<br><b>Town of Holly Springs / Utilities &amp; Infrastructure</b> | Phone:<br><b>0</b>                                              | Date of Proposal:<br><b>26-Mar-21</b> |
| Street:<br><b>128 S. Maint St</b>                                                       | Job Name:<br><b>Holly Springs Police Station Renovation</b>     |                                       |
| City, State, Zip:<br><b>Holly Springs, NC 27540</b>                                     | Job Location:<br><b>208 Village Wald Dr / Holly Springs, NC</b> |                                       |
| Attention:<br><b>Kimberly Keyes</b>                                                     | Date of Plans:<br><b>(enter)</b>                                | Fax:<br><b>0</b>                      |

We hereby submit specifications and estimates for:

### Scope Of Work:

Provide labor, materials, and supervision as required to perform all work as listed on scope of work dated 2/24/2021.  
Includes Dumpster and Landfill fees as required for proposed work  
All Work based on Normal Working Hours  
Proposal based on work as listed on scope of work and plans Provided. If any additional plans are required by the town of Holly Springs.  
We will apply for Building Permits but no Fee's included. Permit to be supplied at no cost.  
Owner to Provide Paint for Interior Painting being done.  
Ceilings based on Installing Fine Fissured #1732 & 15/16" White Prelude Grid  
We have Included Final Cleaning in Proposal  
Floor Prep Included  
Exterior Walls are to remain Exposed Brick / No work Included on these walls

**Revised Price for Proposed Work: \$115,170**

### Revised Pricing reflects the following changes to the original scope of work:

Omitted Plumbing of Kitchenette  
Omitted Finishes and Painting in Stairwell  
Omitted relocation of one of the existing doors  
Omitted Upstairs Acoustical Ceilings / now patching drywall where walls are removed and painting ceilings  
Shelving to be Removed by Owner  
Omitted Retrofitting Office Doors with Glass Kits

We propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

**\$115,170**

Payment to be made as follows: Accounts over 30 days will accrue interest at the rate of 1 1/2% per month (18% APR)

Authorized Representative:

**MICHAEL E. WEAVER**

[michaelw@acousticalceiling.com](mailto:michaelw@acousticalceiling.com)

Note: This proposal may be withdrawn by us  
if not accepted by : \_\_\_\_\_

### PROPOSAL ACCEPTANCE

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Southeastern Interiors is authorized to do the work as specified.  
Payment will be made as outlined above.

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

## Town of Holly Springs Budget Amendment Request

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

Department: Administration

Date: 4/24/2021

**Reason for Budget Amendment:**

Shifting funds for maintenance, repairs, and FF&E for Townhall Annex move to a PAYGO Project Account so funds can be used across the fiscal year.

| Expense         |                                            |            |            |
|-----------------|--------------------------------------------|------------|------------|
| Account #       | Account Description                        | Increase   | Decrease   |
| 10-410-12.05    | Central Services - Contract Services       |            | \$ 50,000  |
| 10-425-30-12.05 | Facilities Maintenance - Contract Services |            | \$ 40,000  |
| 10-412-11-12.01 | Administration - Professional Fees         |            | \$ 50,000  |
| 10-95           | General Fund Transfers Out                 | \$ 140,000 |            |
|                 |                                            |            |            |
|                 |                                            |            |            |
| Total Expense:  |                                            | \$ 140,000 | \$ 140,000 |

| Revenue        |                     |          |          |
|----------------|---------------------|----------|----------|
| Account #      | Account Description | Increase | Decrease |
|                |                     |          |          |
|                |                     |          |          |
|                |                     |          |          |
|                |                     |          |          |
|                |                     |          |          |
|                |                     |          |          |
|                |                     |          |          |
| Total Revenue: |                     | \$ -     | \$ -     |

\_\_\_\_\_  
Department Head Signature (or electronic submission)

\_\_\_\_\_  
Finance Director Signature (if necessary)

\_\_\_\_\_  
Town Manager Signature (if necessary)

\_\_\_\_\_  
Council Approved/Notified (if necessary)

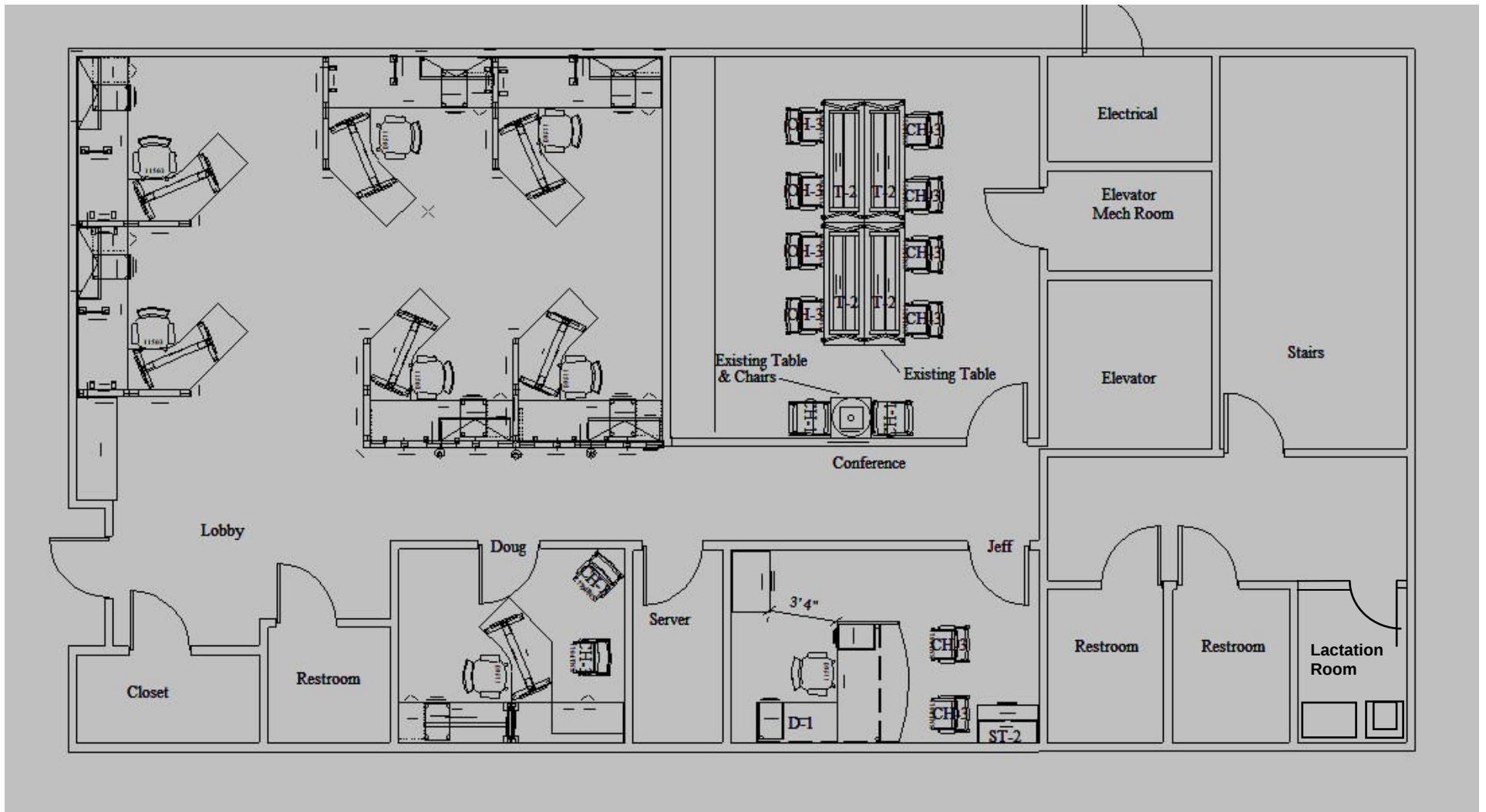
Town Manager is authorized to transfer within a department without prior approval of Town Council.

Town Manager is authorized to approve transfers between departments within the same fund up to \$50,000.

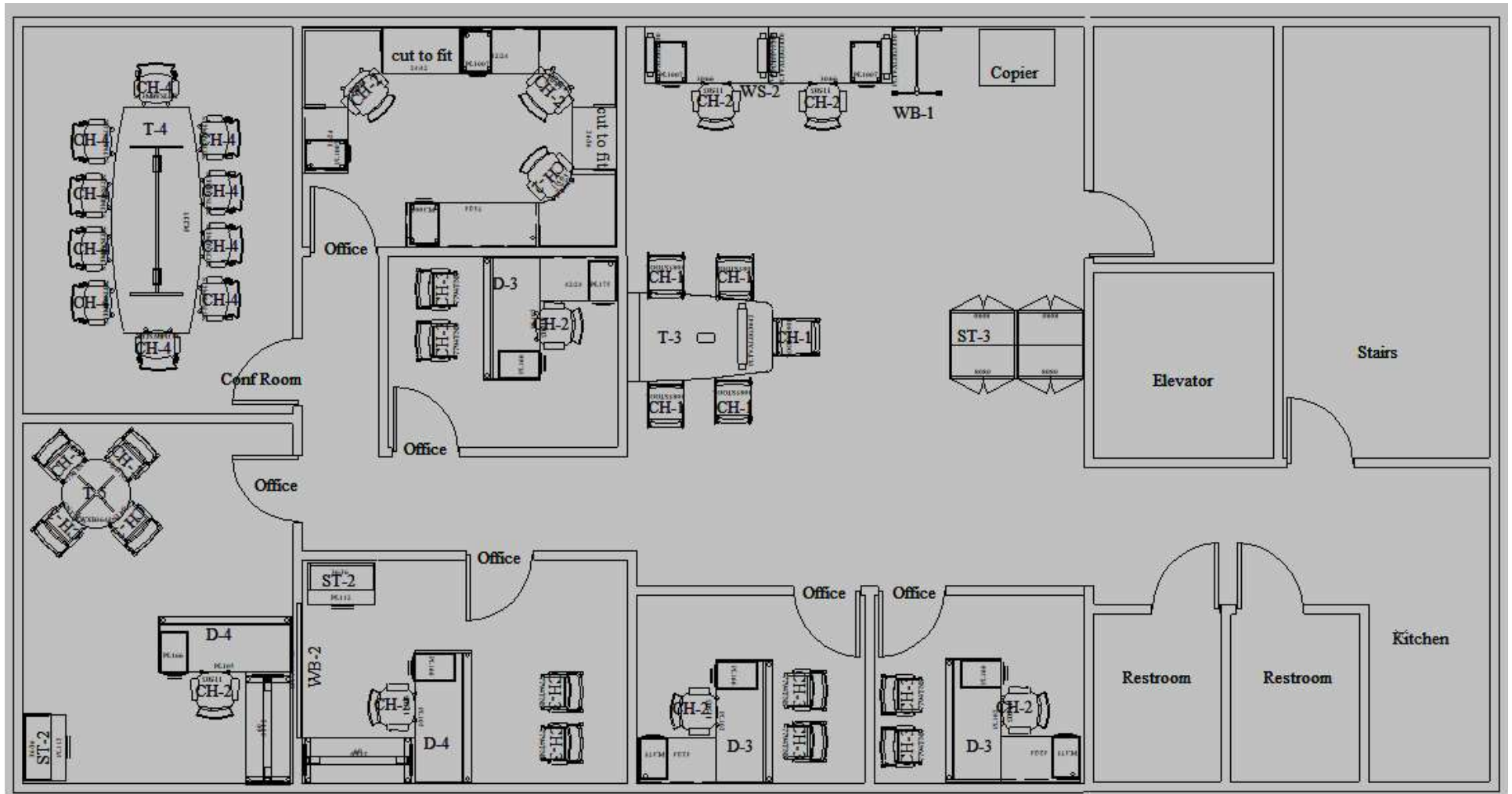
All inter-departmental transfers will be reported to Town Council by the following month.

Amendments that change the total budget or departmental transfers over \$50,000 require Town Council approval.

## Town Hall Annex - First Floor Information Technology Layout



## Town Hall Annex - Second Floor Parks and Recreation Layout





## THE TOWN OF

# Holly Springs

**Ordinance Number: 21-14**

**Date Adopted:** May 4, 2021

**Effective Date:** May 4, 2021

### **PAYGO Capital Project Ordinance HOLLY SPRINGS, NORTH CAROLINA**

**BE IT ORDAINED** by the Town Council of Holly Springs, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

**SECTION I:** The project authorized by this ordinance consists of general government “pay-as-you-go” (PAYGO) capital projects related to downtown development incentive, public facilities, town projects, sidewalk and streets, and Americans with Disabilities Act (ADA) improvements.

**SECTION II:** The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

**SECTION III:** The following amounts are appropriated for the project fund:

| PAYGO Fund                     |                |
|--------------------------------|----------------|
| Expenditures:                  |                |
| Downtown Development Incentive | 25,000         |
| Public Facility Projects       | 220,000        |
| Town Projects                  | 200,000        |
| Sidewalk and Streets Projects  | 275,000        |
| ADA Projects                   | 30,000         |
| <b>Total</b>                   | <b>750,000</b> |

**SECTION IV:** The following revenues are anticipated to be available to complete these projects:

| PAYGO Fund                  |                |
|-----------------------------|----------------|
| Revenues:                   |                |
| General Government Revenues | 750,000        |
| <b>Total</b>                | <b>750,000</b> |

**SECTION V:** The Finance Officer hereby directed to maintain within the project funds detailed accounting records.

**SECTION VI:** The Budget Officer is directed to include a detailed analysis of the past and future costs and revenues on this capital project in every budget submission made to the Town Council.

*Finance Department*

P.O. Box 8 • 128 S. Main Street • Holly Springs, NC 27540 • [www.hollyspringsnc.us](http://www.hollyspringsnc.us)

**SECTION VII:** The Town Manager is authorized to amend expenditures within the PAYGO Fund for expenditures that are authorized per section I of this ordinance that do not change the total appropriation within the fund.

**SECTION VIII:** Copies of this capital project ordinance shall be furnished to the Clerk to the Town Council, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

**SECTION IX:** All ordinances in conflict with this ordinance are hereby repealed or amended to reflect the controlling nature of this Ordinance.

The provisions of this ordinance shall become effective May 4, 2021 in accordance with the laws of the State of North Carolina.

Adopted this, the 4th day of May 2021.

Attested to:



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Dick Sears, Mayor

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Linda McKinney, Town Clerk



# Holly Springs Town Council

## *Town Council Meeting Agenda Cover Sheet*

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### **Agenda Item#: 11.**

#### **New Business**

**Title:** Cass Holt Road Park Master Plan and Phase One Design Services

**Strategic Priority Area:** Engaged, Healthy, & Active Community

**Staff Resource:** Matt Beard, Parks & Recreation, LeeAnn Plumer, Parks & Recreation

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#### **Action(s):**

- Select, CLH Design, P.A., for the Cass Holt Road Park Master Plan development and Phase One Design/Construction Document services.
- Approve the CLH Design contract in the amount of \$149,250 for the Master Plan development for the Cass Holt Road park site.

#### **Explanation:**

- The Town solicited for master plan development and phase one design/construction services for the 56 acre, future park site on Cass Holt Road.
- Thirteen responses to the Town's Request for Qualifications were submitted from reputable, local and national, landscape architect and civil engineering firms. The review team, comprised of staff from Parks & Recreation, Utilities & Infrastructure, and Development Services reviewed the qualifications and conducted interviews with the three top-ranked firms.
- After thorough consideration, the review team selected CLH Design to serve as the lead consultant with partners Davis Kane Architects, VHB, S&ME, and Palacio Collaborative as part of the team.
- The project team brings a variety of experience with low-impact/sustainable park design, innovation and passion for public spaces and universal/inclusive design.
- The firm also brings creative strategies to engage and support public engagement in the process:
  - CLH will specifically hold two, "at-large" public input sessions and one focus group/stakeholder meeting in addition to three Parks and Recreation Advisory Committee meetings and three Town Council briefing sessions.
  - Staff will supplement the public outreach with an active [publicinput.com](https://publicinput.com) site with several surveys posted over the course of the project as well as holding a public info booth at town events (July 5th, HollyFest, etc).
- The Town intends to apply for a NC Parks and Recreation Trust Fund (PARTF) grant for the phase one construction. CLH's scope of work for the master plan includes services to support the grant application effort.
- This master plan is expected to take 8 - 9 months.

#### **Background:**

- The Town purchased the 56 acres on Cass Holt Road in January of 2020 for the purpose of developing a community park.
- The 2021 Parks, Recreation and Greenways Master Plan recommends the development of this site to meet park accessibility and equity goals and to serve as the first public park west of NC 55, one of the fastest growing residential areas of town.
- The Town's Community Investment Plan (CIP) for fiscal year 2020-2021 identified \$150,000 for professional services (master planning) for this work. Once the master plan is completed, a detailed scope of work will be developed for design and construction document development services for phase one construction.

**Funding Source(s):**

Parks and Recreation Capital Project Fund

**Attachment(s):**

1. Master Plan - CLH Fee Proposal-FINAL - Master Plan Only

# CLH design, p.a.

400 Regency Forest Drive, Suite 120  
Cary, North Carolina 27518  
P: 919.319.6716  
www.clhdesignpa.com



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## Fee Proposal

**Date:** April 27, 2021  
**To:** Matt Beard, AICP – Park Planner – Town of Holly Springs  
**From:** Zak Pierce, ASLA, PLA, LEED AP – CLH design, p.a.  
**Re:** **PROPOSAL FOR PROFESSIONAL SERVICES**  
**TOWN OF HOLLY SPRINGS – CASS HOLT FARM PARK MASTER PLAN**

Dear Matt:

Thank you for selecting our team for the Cass Holt Farm Park Master Plan! We look forward to collaborating and developing a robust and dynamic master plan for the Town of Holly Springs.

This proposal includes just the master plan fee and scope. CLH design will take the lead in preparing presentation documents, facilitating stakeholder and public meetings, and providing meeting summaries. Please do not hesitate to contact me if you have any questions or concerns regarding this scope. We look forward to working with you, the Town and the community!

### Master Plan Phase Scope of Services

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1. **Information Gathering, Base Map Creation and Site Analysis**
  - A. Attend a project kick-off/scoping meeting at the Town of Holly Springs Parks and Recreation Department to discuss the project scope, schedule and budget.
  - B. Convert arcgis data into useable base information for design. An allowance for site surveying has been included if field surveying is needed for the master plan phase.
  - C. Utilize studies and reports including Town's Character and Land Use Plan, the Parks, Recreation and Greenway Master Plan, National Recreation and Parks Association (NRPA) guidelines, etc. in the analysis process and recommendations.
  - D. Investigate physical and ordinance driven restrictions on development through review of the site, survey and local and state development ordinances.
    1. Public Road Improvements and Sanitary Sewer Route
  - E. Develop a scope of work for geotechnical investigative services to evaluate the existing subsurface and provide pavement and building structure footing recommendations.
  - F. Perform up to three (3) site visits during the information gathering and site analysis phase.
  - G. Develop up to three (3) site inventory and analysis exhibits.
  - H. Develop a detailed schedule for the master plan process.

## 2. Meetings and Presentations

The following represents the sequence of meetings based on the proposed master plan process. In addition to the meetings listed below, CLH will facilitate regular meetings with the core Town Project Staff throughout the entire master plan process. (*Assumes an 8-month project duration with up to two (2) meetings per month*). CLH will develop meeting materials and provide a written summary for each meeting and presentation. Meetings shall either be virtual or held in a socially distanced setting (i.e. the project site or large meeting room). Meetings will conform to the Town's and CDC's covid restrictions.

- A. Community Engagement Phase
  - 1. Facilitate a formal project kick-off - public engagement/input meeting.
  - 2. Facilitate a staff stakeholder meeting (Inventory and Analysis)
  - 3. Facilitate one focus group/stakeholder meeting.
- B. Concept Development Phase
  - 1. Facilitate a staff stakeholder meeting (Concept Review)
  - 2. Participate in a presentation to the Town of Holly Springs Parks and Recreation Advisory Committee (PRAC)
    - a. Presentation to include up to three (3) draft site plan concepts
  - 3. Participate in a presentation to the Town Council
    - a. Presentation to include up to three (3) draft site plan concepts
- C. Draft Master Plan Phase
  - 1. Facilitate a second public engagement/input meeting.
  - 2. Facilitate a staff stakeholder meeting (Refinement and Feasibility)
  - 3. Participate in a combined presentation to the Town of Holly Springs Parks and Recreation Advisory Committee (PRAC) and Town Council Workshop
    - a. Presentation to include a one (1) refined draft site plan concept
- D. Final Master Plan Phase
  - 1. Participate in a presentation to the Town of Holly Springs Parks and Recreation Advisory Committee (PRAC)
    - a. Presentation to include final draft master plan concept and phasing recommendations
  - 2. Participate in a presentation to the Town Council
    - a. Presentation to include final draft master plan concept and phasing recommendations

**3. Concept Plans and Draft Master Plan Document**

- A. Develop up to three (3) site concept plans after the community engagement.
  - 1. Concept Plans will be developed and presented at the stakeholder and public engagement meetings.
- B. Refine and develop the selected concept plan into a final draft master plan site plan incorporating public and stakeholder feedback, as well as meeting zoning, construction, and general design restrictions.
- C. Provide recommendations of phasing options for construction.
- D. Provide an opinion of probable construction costs in for the selected site plan concept and each construction phase. Assumes three construction phases.
- E. Provide a written narrative of the findings and recommendations.
- F. Provide the Town staff with a word document for review and comment
- G. Provide a list of possible grant funding opportunities.

**4. Final Master Plan Document**

- A. Refine and develop the final master plan document after receiving the final input from the community, stakeholders, Town Council and Town staff.
- B. Final document shall include the site inventory and analysis, public and staff meeting minutes, conceptual alternatives, cost estimate and the final site master plan.

**5. PARTF Grant Application**

- A. Attend up to three (3) meetings with the Town to discuss and assemble the grant application package.
- B. Assist the Town in preparing the grant application which includes:
  - 1. CLH will assist Town in preparing the Applicant's Basic Facts and Assurances
  - 2. CLH will assist Town in writing the Description and Justification for the Project
  - 3. CLH will assist Town in writing the Environmental Review.
  - 4. CLH will prepare a PARTF formatted Site Plan for the application
  - 5. CLH will attached Site Master Plan for the application
  - 6. CLH will prepare an estimate of probable costs formatted for the PARTF application
  - 7. CLH will prepare a Site Vicinity Map
  - 8. CLH will assist Town in writing the 'Suitability of the Site for the Proposed Project' justifications.
  - 9. Town will provide the Board Minutes or Resolution Adopting the Planning Documents
  - 10. Town will attach supporting documentation (Comprehensive Park Master Plan, CIP for Parks and Recreation, Legal Documents, etc) to the application as stated in the PARTF checklist

**6. Architectural Services (*Services provided by Davis Kane Architects*)**

- A. This proposal includes an allowance for Architectural Services. The scope could include some of the following:
  - 1. Develop conceptual plans for renovating the existing structures.
  - 2. Develop conceptual plans for new park buildings (restroom, shelter, stage, etc)
  - 3. Participate in the presentations and meetings.

**7. Site Surveying (*Services provided by VHB*)**

- A. This proposal includes an allowance for site surveying services. The scope could include some of the following:
  - 1. Property boundary information
  - 2. Topography
  - 3. Building locations
  - 4. Locating other existing site features

**8. Natural Resource and Geotechnical Exploration Services (*Services provided by S&ME*)**

- A. This proposal includes an allowance for natural resource and geotechnical exploration services. The scope could include some of the following:
  - 1. Perform a detailed delineation report and flagging of any wetlands and streams.
  - 2. Prepare a Jurisdictional Determination Request.
  - 3. Perform a site visit with USACE (Wetlands) and NCDEQ-DWR (Streams) to review and confirm determinations.
  - 4. Pond Dam Visual Assessment

**9. Estimates of Probable Cost (*Services provided by Palacio Collaborative*)**

- A. Perform one estimate of probable cost.
  - 1. Estimate will include costs associated with recommended construction phasing.

**10. Reimbursable Allowance**

- A. The following expenses are considered reimbursable and are not included in the above fees.
  - 1. Printing costs for presentation materials and reports.

Professional Services in addition to those listed in this proposal may be provided at a negotiated lump sum additional fee.

| <b>CLH design: Master Plan - Basic Lump Sum Services &amp; Fees</b> |                       |              |
|---------------------------------------------------------------------|-----------------------|--------------|
| <b>Service</b>                                                      | <b>Ref. Scope No.</b> | <b>Fee</b>   |
| Base Map Creation, Permit Research and Due Diligence                | 1                     | \$ 15,000.00 |
| Meetings and Presentations                                          | 2                     | 19,300.00    |
| Concept Plans and Draft Master Plan Document                        | 3                     | 27,700.00    |
| Final Master Plan Document                                          | 4                     | 15,500.00    |
| Sub-Total                                                           |                       | \$ 77,500.00 |

| <b>Other Fees, Sub-Consultant Fees and Reimbursables</b>                               |                       |              |
|----------------------------------------------------------------------------------------|-----------------------|--------------|
| <b>Service</b>                                                                         | <b>Ref. Scope No.</b> | <b>Fee</b>   |
| PARTF Grant Application                                                                | 5                     | \$ 15,000.00 |
|                                                                                        |                       |              |
| Architectural Services Allowance<br>(Services by Davis Kane Architects)                | 6                     | 17,500.00    |
|                                                                                        |                       |              |
| Site Surveying Allowance (Services by VHB)                                             | 7                     | 22,500.00    |
|                                                                                        |                       |              |
| Natural Resource and Geotechnical Exploration Services<br>Allowance (Services by S&ME) | 8                     | 7,500.00     |
|                                                                                        |                       |              |
| Cost Estimating (Services by Palacio Collaborative)                                    | 9                     | 8,250.00     |
|                                                                                        |                       |              |
| Reimbursables Allowance                                                                | 10                    | 1,000.00     |
| Subtotal                                                                               |                       | \$ 71,750.00 |

|                       |                      |
|-----------------------|----------------------|
| <b>Contract Total</b> | <b>\$ 149,250.00</b> |
|-----------------------|----------------------|

| <b>Standard CLH design Hourly Rates</b>  |          |
|------------------------------------------|----------|
| Principal Engineer / Landscape Architect | \$175.00 |
| Project Engineer / Landscape Architect   | \$150.00 |
| Project Manager                          | \$150.00 |
| Project Designer                         | \$100.00 |

## Final Master Plan Deliverables

The following will be delivered to Town staff after Council approval:

- Rendered plans plotted on foam core (36"x48") and provide PDF versions.
- AutoCAD files of the site
- Final Master Plan Document in PDF format
  - Final document shall include the site inventory and analysis, public and staff meeting minutes, conceptual alternatives, cost estimate and the final site master plan.

## Excluded Services

The following services, in addition to others indicated above, are excluded from the proposed Scope of Services:

- |                                                       |                                                         |
|-------------------------------------------------------|---------------------------------------------------------|
| ▪ Design Development/Construction Documents           | ▪ Permitting                                            |
| ▪ Construction Materials Testing                      | ▪ Variance Applications                                 |
| ▪ Envir. Assessments                                  | ▪ Recombination/Easement Mapping & Exhibits             |
| ▪ Easement Negotiations with private property owners. | ▪ Traffic Studies or TIAs                               |
| ▪ Flood Studies                                       | ▪ All other services not specified within this proposal |

## Payment

CLH design, p.a. will submit invoices for completed work to the Town on a monthly basis and a final invoice upon completed services. Payment shall be made for completed work within 30 days of the client having receiving payment from owner and shall be considered past due after 30 days of receiving payment.

In the event of any cancellation or delay of the project by the client or owner, CLH design, p.a. will be entitled to invoice the client for all acceptable services performed or furnished and all Reimbursable Expenses incurred through the effective date of the cancellation or delay.

## Acceptance

If you find the scope and fee set forth in this proposal acceptable, please sign one copy and return it to us. This will then serve as a basis of our understanding and shall be included as part of the contract. Additionally, please review the attached Standard Terms and Conditions which is incorporated herein and shall apply to this proposal once accepted.

Letter of Agreement Accepted for: Town of Holly Springs

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Best regards,  
for CLH design, p.a.



Zak Pierce, ASLA, PLA, LEED AP  
Vice President

CLH design, p.a.  
STANDARD TERMS AND CONDITIONS

These “**Standard Terms and Conditions**” apply to the Fee Proposal issued by CLH design, p.a. (“**CLH**”) that has been accepted by the client identified therein (“**Client**”), as well as any subsequent proposals issued by CLH and accepted by Client in the same calendar year (all such accepted proposals, a “**Proposal**” or the “**Proposals**”). These Standard Terms and Conditions and the Proposals together form a binding agreement by and between CLH and Client (the “**Agreement**”) that governs the relationship pursuant to which CLH will provide to Client the Services (as such terms are defined below). By accepting a Fee Proposal to which these Standard Terms and Conditions apply, Client confirms the Proposal and agrees to each of the terms and conditions set forth in these Standard Terms and Conditions. These Standard Terms and Conditions, along with any Proposals, comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Standard Terms and Conditions and the Proposal, these Terms and Conditions shall govern.

(1) CLH FEE PROPOSALS.

(a) The Scope of Services provided within the Fee Proposal is considered to be preliminary and are meant to convey the Services needed at a minimum to complete the Project, as defined therein, as conveyed by the Client. As noted on the Fee Proposal, additional Services may be provided at an additional fee. Such supplemental Service shall be requested in writing by the Client.

(b) Any dates noted on Proposals represent CLH’s best estimate of probable dates based on conditions known at the time the applicable Proposal is prepared. Such dates are not guaranteed. In no event will CLH be liable for any delays to provide the Services howsoever caused.

(c) CLH shall proceed with a phase or design package only after receiving the Client’s written approval of Services, which shall be communicated in a timely manner. Any revisions or change of the Services as provided in the Proposal shall be in writing and approved by both parties and become a part of the Agreement.

(2) CLH SERVICES.

(a) CLH will provide professional design services (the “**Services**”) according to the Fee Proposal or, at CLH’s option, other Services sufficient to meet Client’s requirements for the proposed project.

(b) CLH’s Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for the nature and scope of the Project.

(c) CLH shall coordinate the Services of its employees and shall cooperate with the Client’s representatives in the best interest of the Project.

(d) CLH represents that it and its employees have and shall maintain throughout the performance of the Services the requisite license, registrations, and/or certifications required for the performance of these Services in the jurisdiction in which the Project is located.

(e) CLH shall be entitled to rely on the accuracy and completeness of the information and work product provided by the Client. CLH shall not be responsible for designs, specifications, or calculations based on erroneous, inaccurate or incomplete information provided by the Client.

(3) INFORMATION AND RESPONSIBILITIES REQUIRED OF CUSTOMER. As a condition precedent to CLH providing the Services, Client shall, without cost to CLH, throughout CLH’s performance of the Services:

(a) Provide CLH with all information, drawings, plans, surveys, and specifications in its possession which CLH may deem necessary or appropriate in connection with the performance of the Services.

(b) Pay for all necessary approvals, permits, testing agency fees, easements, assessments, and changes required for the Project.

(d) Maintain a safe working environment for all CLH personnel working on the Project and provide CLH with rights to enter the project as may be needed to perform the Services.

(e) Client shall designate a representative with the authority to act on the Client’s behalf with regard to the Project.

(f) Client shall purchase and maintain comprehensive liability insurance in an amount deemed appropriate by Client from time to time (but in no event less than a commercially reasonable amount).

(4) OWNERSHIP OF DOCUMENTS.

(a) CLH shall be deemed the author and owner of all deliverables provided to the Client, including but not limited to plans, drawings, specifications, construction documents, and devices in any medium, including electronic data or filed, which are developed, created, or derived pursuant to this Agreement (collectively, the “**Design Materials**”).

(b) Subject to payment in accordance with the Proposal, CLH shall grant to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project. Termination of this Agreement prior to completion of the Project shall terminate this license and all Design Materials shall be returned to CLH within ten (10) days of the notice of termination.

(c) The Client, to the fullest extent permitted by law, shall indemnify and hold harmless CLH for costs, including legal fees and defense costs, liability or loss, which results from unauthorized modification of the Design Materials, if any, or the use of the Design Materials for purposes other than the Project.

(5) CLH COMPENSATION.

(a) Compensation for the Services under this Agreement shall be paid in accordance and in the amount provided in the Proposal plus any reimbursable expenses as provided therein. Supplemental Services, if provided, approved, and requested in writing by the Client, shall be compensated on an hourly basis as provided in the Proposal or as agreed upon in writing by the parties.

(b) Client agrees to reimburse CLH for all expense, including reasonable attorney’s fees, incurred in the collection of any overdue and unpaid invoices.

(6) CONFIDENTIAL INFORMATION. Each of Client and CLH (in such capacity, the “**Receiving Party**”) shall not, without the prior written consent of the other party (in such capacity, the “**Disclosing Party**”), at any time disclose to any third party or use for any purpose other than the performance of the Agreement, any information made available or provided by the Disclosing Party or on its behalf to, or which is otherwise accessible or viewable by, the Receiving Party, which is designated in writing and marked as “confidential” or with like marking, or which reasonably should be known by the Receiving Party to be confidential or proprietary to the Disclosing Party under the circumstances of disclosure or in light of the information disclosed (“**Confidential Information**”). Confidential Information does not include information which: (a) at the time of disclosure or thereafter becomes publicly known through no act or fault of the Receiving Party; (b) was otherwise in the Receiving Party’s lawful possession prior to disclosure, as shown by the Receiving Party’s written records; (c) is received by the Receiving Party from a third party without a restriction on disclosure or use or any violation of applicable law; (d) is released from confidential status by the Disclosing Party; or (e) has been independently developed by a person or entity not a party to the Agreement and such development can be proved by clear and convincing documentary evidence. For the purpose of avoiding doubt, CLH’s Confidential Information includes: (i) any trade secrets or non-public business, financial, or technical confidential information of or relating to CLH; (ii) any information, data, methods, ideas, drawings, notes, records, or other work product arising out of CLH’s performance of the Services; and (iii) CLH’s quoted prices and the other terms and conditions set forth in the Agreement.

(7) TERMINATION.

(a) Either party may terminate the Agreement by providing the non-terminating party with seven (7) days' written notice should the other party fail to substantially perform in accordance with its terms through no fault of the party initiating termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the notice period.

(b) In the event the Agreement is terminated or canceled by Client, CLH will be entitled to payment in proportion to the Services completed as of the date of cancellation.

(c) CLH shall be entitled to suspend the Services if Client is in breach of the Agreement or if any payment hereunder is owed and outstanding more than thirty (30) days after the date on which payment is due, without penalty or liability to CLH.

(8) INDEMNITY.

(a) Client and CLH each agree to indemnify and hold harmless the other, and their respective officers, employees, consultants, and representatives, from and against liability for losses, damages, and expenses, including reasonable attorneys' fees, to the extent such losses, damage, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

(b) Additionally, each party agrees to indemnify and hold harmless the other, from, all claims, liabilities, damages, costs, and expenses, including attorney's fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property incurred as a result of third party claims or actions related to the negligence or intentional misconduct of the indemnifying party, its employees, consultants, and representatives.

(9) LIMITATION OF LIABILITY.

(a) In no event shall CLH be liable to Client or to any third party for any loss or use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not CLH has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

(b) In no event shall CLH's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amounts paid or payable to CLH pursuant to this Agreement in the twelve (12) month period preceding the event giving rise to the claim.

(10) FORCE MAJEURE. CLH shall not be liable for any damages suffered by Client resulting from delay in the performance of Services, if such delay is directly or indirectly caused by: (a) the act or neglect of Client or its employees, agents, or independent contractors; (b) changes ordered in the Services to be performed by CLH for Client; or (c) labor disputes, fire, casualty, unusual delays in deliveries, civil unrest, acts of God, governmental interference or embargoes, including quarantines and related restrictions, shortage of labor, fuel, power, materials, or supplies, or any other causes beyond CLH's control. In the event of any such delay, CLH shall not be deemed to be in default in its obligations to Client, and the time for performance by CLH shall be reasonably extended.

(11) NOTICES. Notices required pursuant to this Agreement shall be sufficient if delivered personally or by registered or certified mail, return receipt requested, at the addresses indicated on the first page of the Fee Proposal.

(12) GOVERNING LAW. The Agreement is governed by and construed in accordance with North Carolina law without regard to its conflict of law principles. Any disputes, actions, claims, or causes of action arising out of or in connection with the Agreement entered into hereunder shall be subject to the exclusive jurisdiction of, and venue in, the federal and state courts located in Wake County, North Carolina, and each party irrevocably consents thereto.

(13) ENTIRE AGREEMENT. The Agreement constitutes the entire agreement between CLH and Client with respect to the subject matter thereof and supersedes all prior proposals, negotiations, conversations, discussions and agreements between the parties. The Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

(14) ASSIGNMENT. Neither the Agreement nor any rights, duties, or obligations hereunder may be assigned, delegated, or otherwise transferred in any way by Client without CLH's prior written consent.

(15) RELATIONSHIP. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

(16) SEVERABILITY. If any provision contained in the Agreement is for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of the Agreement, but the Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

(17) WAIVER. No waiver by CLH of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by CLH. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(18) MODIFICATION. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

**CLIENT:**

**CLH DESIGN:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

4812-0498-2240, v. 2



# Holly Springs Town Council

## *Town Council Meeting Agenda Cover Sheet*

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### **Agenda Item#: 12.**

#### **New Business**

**Title:** Town Policies: Amendments to Electronic Meetings Policy and Adoption of Political Activities Policy

**Strategic Priority Area:** Organizational Excellence

**Staff Resource:** Randy Harrington, Town Manager, Linda McKinney, Town Clerk

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#### **Action(s):**

- Adopt amended Electronic Meetings Policy
- Adopt amendments to Mayor and Town Council Procedures Manual that relate to electronic meetings
- Adopt Policy P-048, Political Activities on Town Property

#### **Explanation:**

##### **Electronic Meetings**

- The purpose of the Electronic Meetings Policy is to be a guide for how electronic meetings may occur and do so to ensure transparency and participation by members of the Public Body.
- Page 11 of the Mayor and Town Council Procedures Manual would be amended to reference the Policy rather than spelling out the requirements for remote participation;
- The amended policy AD-15.1 includes the following changes in order to align with state law:
  - Definition of Electronic meeting changed to any member participating remotely;
  - Voting is allowed for quasi-judicial proceedings, with conditions as stated in 160A-19.24;
  - Decisions are not required to be ratified at a future in-person meeting.

##### **Political Activity on Town Property**

- The purpose of the Political Activity on Town Property policy is to provide clarity on what types of political activity are permissible and not permissible on Town property within 1st Amendment free speech protections.
- The policy intent is also to simplify the identification and collection of various existing policies, practices, and protocols into a once source document.
- The policy addresses:
  - Political signage in the Right of Way and on Town Property;
  - Voting site activities;
  - Rental of Town facilities by political groups;
  - Political activity at Town-organized events; and

- Advertising at Town Facilities and recreation field billboards.

### **Background:**

#### **Electronic Meetings**

- Due to the COVID-19 pandemic, Council adopted Electronic Meetings Policy AD-15 on April 7, 2020;
- On May 4, 2020 the NC General Assembly enacted Session Law 2020-3, the relevant parts of which were codified into 160A-19.24.
- At the March 9, 2021 workshop meeting, Council received requested information about the differences between Electronic Meetings Policy AD-15, and NCGS 160A-19.24.
- Council directed staff to amend the Electronic Meetings Policy and the Mayor and Town Council Procedures Manual to align with state statutes.

#### **Political Activities on Town Property**

- The Mayor and Council discussed potential components of a Political Activities on Town Property Policy at their February 9, 2021 and April 13, 2021 Workshop meetings.
- Staff has drafted the attached policy after receiving feedback from Council at that meeting.

### **Funding Source(s):**

N/A

### **Attachment(s):**

1. M & TC Manual remote meeting proposed edit
2. AD-15.1 Electronic Meetings
3. Political Activities on Town Property Policy FINAL

**From p. 11 of the Mayor and Town Council Procedures Manual**

**Remote Participation in Council Meetings**

~~No member who is not~~ Only members who are physically present for a council meeting may participate in the meeting ~~by electronic means~~ except in cases of remote participation in accordance with ~~a policy~~ the Electronic Meetings Policy adopted by the council. ~~Although a member who attends a meeting electronically pursuant to such a policy may take part in debate, the member may neither be counted toward a quorum nor vote on any matter before the council.~~

|                                                                                                                                                                  |                                                                                                            |                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|----------------------|
|  <p>THE TOWN OF<br/><b>Holly Springs</b></p> <p>Administrative Rules Manual</p> | <p>Administrative Rule Number: AD-15.<u>1</u></p> <p>Title: Rules of Procedure for Electronic Meetings</p> |                      |
|                                                                                                                                                                  | <p>Prepared By:<br/>Linda McKinney,<br/>Town Clerk</p>                                                     | Governing Body       |
|                                                                                                                                                                  | Supersedes: Old # --                                                                                       | <u>AD-15</u>         |
|                                                                                                                                                                  | Old Effective Date --                                                                                      | <u>April 7, 2020</u> |
|                                                                                                                                                                  | Effective Date:                                                                                            | <u>April 7, 2020</u> |
|                                                                                                                                                                  | Date Approved by Council:                                                                                  | <u>April 7, 2020</u> |

### **Purpose:**

Article 33C of Chapter 143 of the North Carolina General Statutes contemplates that official meetings of public bodies, such as the Town Council, Planning Board, and other advisory boards ("Public Body") may take place by electronic or telephonic means where the participants engage in real-time discussion in a manner open to the public. ~~Meetings of the Board of Adjustment hearing quasi-judicial matters shall not take place electronically.~~ N.C.G.S § 143-318.10(d) states that an official meeting can "mean[ ] a meeting, conference telephone or other electronic means of a majority of the members of a public body for the purpose of conducting hearings, participating in deliberations, or voting upon or otherwise transacting the public business within the jurisdiction, real or apparent, of the public body." N.C.G.S. § 166A-19.24 defines a Remote Meeting as "an official meeting, or any part thereof, with between one and all of the members of the public body participating by simultaneous communication." It authorizes public bodies to conduct remote meetings upon issuance of a declaration of emergency by the state or federal government. It further authorizes public bodies to conduct quasi-judicial proceedings when all of the following apply:

- 1) The right of an individual to a hearing and decision occur during the emergency.
- 2) All persons subject to the quasi-judicial proceeding who have standing to participate in the quasi-judicial hearing have been given notice of the quasi-judicial hearing and consent to the remote meeting.
- 3) All due process rights of the parties affected are protected.

This Policy on Rules of Procedure for Electronic Meetings is a guide for how electronic meetings may occur and do so to ensure transparency and participation by members of the Public Body.

### **Scope/Coverage:**

This Administrative Rule, upon approval by the Town Council, shall apply only when any of the following entities declare that a state of emergency or a disaster exists in an area including the Town of Holly Springs: the federal government of the United States of America; the Government of the State of North Carolina through the Governor of the State of North Carolina or other

method permitted by Chapter 166A of the North Carolina General Statutes; ~~Wake County, North Carolina; or the Town of Holly Springs, through the Mayor or other methods permitted by Ordinance 19-09 of the Town of Holly Springs Code of Ordinances.~~ The state of emergency declaration or disaster declaration must be related to a distinct event that reasonable persons can agree directly affects the Town of Holly Springs. (For example, a determination that an emergency exists under the National Emergencies Act related to piracy conducted by Somali pirates would not reasonably be related to the Town of Holly Springs and cannot support use of electronic meetings.) If no state of emergency or disaster exists, then the Electronic Rules may not be used.

### **Administrative Rule:**

#### **1. Definition of an Electronic Meeting**

An Electronic Meeting is any duly advertised meeting where ~~a quorum~~ any member of the Public Body participates through simultaneous telephonic communication, or a telecommunications application which allows simultaneous communication by multiple parties, or other similar means that allows the members of the Public Body to hold a meeting without all members being physically present in the same room. An Electronic Meeting shall use whatever technology necessary to ensure: (i) unrestricted communication between all members of the Public Body; (ii) the ability to record the audio of the proceedings; and (iii) allow for telephonic listen-only access available to members of the general public.

#### **2. Notice of Electronic Meeting**

If an Electronic Meeting is necessary, a public notice of the electronic meeting shall be sent as part of any notice required by North Carolina General Statutes §143-318.12. The public notice, in addition to the information required by North Carolina General Statutes §143-318.12, shall provide:

- a. The location of the physical meeting (which is where any Council members and staff able to attend the meeting in person shall gather); and
- b. The location of where a member of the public, member of the media, or others, may listen to the Electronic Meeting in accordance with §143-318.13 of the North Carolina General Statutes.

The notice shall be provided in the manner required by Article 33C of Chapter 143 of the N.C.G.S. If the Electronic Meeting is being used for any part of a regular meeting that is on the meeting schedule adopted by the Town Council, then the information required above shall be provided in a separate notice to be provided in accordance with Article 33C of Chapter 143 N. C. G. S. Any notice provided may also be posted on the Town of Holly Springs website and social media accounts, if possible.

#### **3. Quorum**

Members of the Public Body present in person or electronically shall be included in the calculation for determining if a quorum of the Public Body exists. The Town Clerk, or clerk to the board in the event of an advisory board, shall determine who is present telephonically or electronically and shall interrupt the proceedings in the event that a technical difficulty arises or when a member is cut off from communication. If a member who participates electronically withdraws from the meeting, the rest of the meeting may be completed provided there is still a

quorum of the Public Body present either in person or electronically. Any member withdrawing from the meeting shall no longer be included for purposes the quorum calculation.

#### 4. Process of Opening Meeting

Immediately prior to opening the meeting, the Mayor, Mayor Pro Tem, or other presiding officer shall communicate with the members who are participating electronically and ensure that each consents to the electronic meeting and is prepared to go forward. ~~Only an affirmative vote of consent from the majority may allow an Electronic Meeting to proceed.~~ From that time forward until the adjournment of the meeting, the communication line or application shall be kept open for members of the public to hear, and for members of the body to actively participate in deliberations. At the start of the meeting, the Mayor, Mayor Pro Tem, or presiding official shall state orally which members are participating electronically, and such designation shall be recorded in the minutes. Minutes of the Electronic Meeting shall be kept in the same manner as a regular meeting, and an audio record shall be made of the Electronic Meeting and kept for the period required by the Municipal Records Retention Schedule.

#### 5. Voting and Discussion

Members present for the meeting through electronic means are eligible to vote for all items considered by the Public Body during the meeting. ~~However, members present for the meeting through electronic means will not be permitted to vote on any quasi-judicial matters coming before the Public Body.~~ Voting must be by roll call with a verbal “yea” or “nay” such that the Clerk or the Clerk’s designee may record the vote. Prior to taking a vote on any issue the Mayor or other presiding officer shall inquire of the members participating electronically if they have been able to adequately monitor the discussion, including comments from the public, if any, and shall allow those members to make any comments they desire. However, it is the responsibility of the member to gain the attention of the Mayor or the presiding officer in order to be recognized for discussion.

A member attending through electronic means that withdraws from the meeting without being excused from further attendance shall not be considered an affirmative vote on items before the Public Body. If a member attending through electronic means becomes disconnected from the meeting, the Mayor or presiding officer will pause the meeting for a reasonable amount of time to allow the member to reconnect. If the member is unable to reconnect, that member will not be counted as an affirmative or negative vote. A quorum shall need to be maintained until the conclusion of the voting process in order for the vote to be valid.

#### ~~6. Ratification~~

~~Any action taken at a meeting where a quorum was participating remotely shall be ratified at the next meeting where a quorum is physically present.~~

#### ~~76.~~ Minutes

The minutes of the meeting shall designate the name of each Council member who participated electronically, the nature of the electronic communication, and the duration of the Council member’s participation.

#### ~~87.~~ Public Participation

Members of the public shall have telephonic or computer listen-only access at all times during the Electronic Meeting, unless an exception applies pursuant to N.C.G.S. §143-318.11.

Written Public Comments emailed or otherwise delivered to the Clerk's Office no later than two hours prior to the Electronic Meeting will be provided to members of the Public Body prior to the meeting.

If the public cannot be present in the room where any Council members are physically present, then public participation in Public Hearings will be by sworn affidavit, which must be received by the Clerk's office no later than one hour prior to the Electronic Meeting.

Virtual meeting attendees (other than governing body members, Town staff, and invited presenters) shall not have their self-cameras activated by the meeting host.

Virtual business meeting chat or messaging functions shall not be activated.

***End of Administrative Rule No. AD-15.1***

Approved by the Town Council, Town of Holly Springs, this the \_\_ day of \_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
Linda McKinney  
Town Clerk  
(Town Seal)

\_\_\_\_\_  
Dick Sears, Mayor



|                                                                                                                                                                                                       |                                            |                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|----------------------------------|
|  <p>Holly Springs, N.C.</p> <p><b>Policy &amp; Procedure Statements</b></p> <p>of the Holly Springs Town Council</p> | <b>P-048</b>                               |                                  |
|                                                                                                                                                                                                       | <b>Political Activity on Town Property</b> |                                  |
|                                                                                                                                                                                                       | Prepared By:                               | Randy Harrington & John Schifano |
|                                                                                                                                                                                                       | Department:                                | Administration                   |
|                                                                                                                                                                                                       | Date Approved:                             |                                  |
|                                                                                                                                                                                                       | Effective Date:                            |                                  |
|                                                                                                                                                                                                       | Supersedes Old #:                          | N/A                              |
|                                                                                                                                                                                                       | Old Effective Date:                        | N/A                              |

### **SECTION 1: Purpose**

- A. To provide clarity on what types of political activity is permissible and not permissible on Town property within 1<sup>st</sup> Amendment free speech protections.

### **SECTION 2: Definitions**

- A. “Political Activity” means actions or speech by a person or group to support a particular political candidate, party affiliation, or political position.
- B. “Political Activity Speech” means speech that clearly serves to support one political candidate, party affiliation, or political position over another.
- C. “Town Property” means any property owned, occupied, or maintained by the Town.
- D. “Voter engagement” means political activity or speech via handing out materials and/or interpersonal communication.
- E. “Political Signage” means any sign that advocates for political action or promotion of a candidate, political party, or political position

### **SECTION 3: Scope and Permissible/Non-permissible Political Activities**

#### **A. Political Signage in Town Streets Right-of-Way (ROW)**

- i. Streets within the Town’s corporate limits include both Town-owned and State-owned streets (street delineation map available from the Town).
- ii. See Town Ordinance Sec. 6-261(11) for Town regulations.
- iii. See N.C.G.S 136-32 for State regulations.

#### **B. Political Signage on Town Property**

- i. Not permitted using N.C.G.S. 136-32

#### **C. Early Voting/Election Day Town Facility Site Political Activity**

- i. North Carolina/Wake County Board of Elections (BOE) laws, policies, and guidelines shall apply to any political activity within any BOE designated regulation or buffer areas. Voter engagement is allowed on Town property outside of the BOE marked buffer zone.
- ii. Political activity tents or other temporary, shelter structures shall be erected in designated ROW area(s) only and location will be determined by the Town considering BOE regulations, motorist and pedestrian safety, and sightlines for traffic entering/existing facility.
  - a. Temporary tents and shelter structures can be erected after 6:00 a.m. and must be removed daily within 2 hours after polls close.
  - b. It is the responsibility of political groups to properly secure any temporary/portable tent structures to prevent damage to Town property and reduce safety hazards.

- iii. Political signage shall not be affixed, staked, or hung on town property (excluding in designated ROW areas).
- iv. No overnight parking allowed per Town Code Section 12-514.
- v. Prior to the start of any voting period, the Town shall make available a map to political activity persons or groups designating temporary/portable tent locations and ROW areas where signage can be placed.
- vi. For motorist and pedestrian safety, standing, political activity, and voter engagement in the pavement area of drive aisles and parking areas is not permitted, unless expressly allowed in writing by the Town.

**D. Rental of Facilities**

- i. The rental of Town facilities and outdoor space for political fund-raising events (such as pay for attendance or financial solicitation through the event) is not permitted. Rental for other political group meetings or gatherings is permitted (e.g. annual organizational meetings).
- ii. Facility rental fees apply.

**E. Farmers Market**

- i. Eligible Farmers Market vendors include those selling locally grown food and other related farmer's market products. Booth purchases for political activity are not allowed.

**F. Booth Purchases at Town-organized Festivals**

- i. Political booth purchases are allowed only in designated areas of the festival that are operated by a private or non-profit organization that is a designated partner with the Town for the festival.

**G. Virtual, Official Town Business Meeting Environments**

- i. Elected Town governing body members, Town staff, and invited presenters shall refrain from visually displaying political activity speech within the camera view during Town meetings that distracts or disrupts the proceedings.

**H. Parades**

- i. Political activity is permissible in town-sponsored parades.

**I. Advertising at Town Facilities or on Recreation Field Billboards**

- i. The purchase of political activity billboard advertising signage at Town facilities or on recreation fields is not permitted.

\*\*\*

***End of Policy Statement No. P-XXX***

Approved by the Holly Springs Town Council, this, the Xth day of MONTH, 2021.

\_\_\_\_\_  
Linda McKinney, CMC, Town Clerk



(Town Seal)



# Holly Springs Town Council

## *Town Council Meeting Agenda Cover Sheet*

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### **Agenda Item#: 13.**

#### **Unfinished Business**

**Title:** Allocation of Remaining Department of Public Instruction Grant

**Strategic Priority Area:** Organizational Excellence

Safe & Friendly

**Staff Resource:** Mayor Pro Tem Dan Berry and Councilmember Aaron Wolff

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#### **Action(s):**

Appropriate the final \$23,309 of the State Department of Public Instruction Grant funds.

#### **Explanation:**

- The Town Council Grants Committee met on March 31, 2021, and recommends the allocation of the remaining funds to Holly Springs' schools, as detailed in the attachment.
- The allocation was continued from the April 20, 2021 meeting in order to complete required clerical work.

#### **Background:**

- In 2018 the Town received a \$50,000 grant for purposes of anti-bullying initiatives, school safety and supplies, and the Mayor's Youth Advisory Board.
- On April 16, 2019 Council appropriated \$27,000 of those funds.
- In March, 2021 Council appropriated \$5,000 of the funds, leaving a balance of \$23,309 yet to be appropriated.

#### **Funding Source(s):**

Miscellaneous Special Program Contributions, account number 35-412-82.01

#### **Attachment(s):**

1. 2021 Grants worksheet DPI final

|                        |            |  |                  |                                                                 |  |  |  |  |  |
|------------------------|------------|--|------------------|-----------------------------------------------------------------|--|--|--|--|--|
| <b>Elementary</b>      |            |  | <b>\$ 28,309</b> | <b>Remaining Restricted funds from State Grant</b>              |  |  |  |  |  |
| Holly Grove            | \$1,183.83 |  | \$ (5,000)       | TOCS/Encore Grant March 2020                                    |  |  |  |  |  |
| Holly Ridge            | \$1,183.83 |  | \$ 23,309        | Appropriate to WCPSS Schools plus PSPA to clear out grant funds |  |  |  |  |  |
| Holly Springs          | \$1,183.83 |  |                  | Grant funds to be used for school safety programs               |  |  |  |  |  |
| Oakview                | \$1,183.83 |  |                  | and anti-bullying efforts in schools                            |  |  |  |  |  |
| Buckhorn Creek         | \$1,183.83 |  |                  |                                                                 |  |  |  |  |  |
| Pine Springs           | \$1,183.83 |  |                  |                                                                 |  |  |  |  |  |
|                        |            |  |                  |                                                                 |  |  |  |  |  |
| <b>Middle</b>          |            |  |                  |                                                                 |  |  |  |  |  |
| Holly Grove            | \$2,367.67 |  |                  |                                                                 |  |  |  |  |  |
| Holly Ridge            | \$2,367.67 |  |                  |                                                                 |  |  |  |  |  |
| Apex Friendship Middle | \$2,367.67 |  |                  |                                                                 |  |  |  |  |  |
|                        |            |  |                  |                                                                 |  |  |  |  |  |
| <b>High</b>            |            |  |                  |                                                                 |  |  |  |  |  |
| HS High School         | \$3,367.67 |  |                  |                                                                 |  |  |  |  |  |
| Apex Friendship        | \$2,867.67 |  |                  |                                                                 |  |  |  |  |  |
| Middle Creek           | \$2,867.67 |  |                  |                                                                 |  |  |  |  |  |