



Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of June 22, 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.

RECOGNITIONS

5. Proclamation of July as Park and Recreation Month
6. Juneteenth Proclamation
7. Grasshopper 5K Race Proceeds Presentation

REQUESTS AND COMMUNICATIONS

8. Holly Springs Chamber of Commerce Update
9. Garbage and Recycle Route Change Update
10. Update on Development Services Staff Relocation During Town Hall Renovation Project

CONSENT AGENDA

11. Approve the minutes of the May 25, 2021 budget workshop, the June 1, 2021 Business Meeting, and the June 8, 2021 Workshop meeting.
12. End of Fiscal Year Budget Amendments
13. Resolution authorizing Wake County Tax Administrator to Levy and Collect Property Taxes for FY 2021-2022 for the Town of Holly Springs
14. Amendment to Lowe's Infrastructure Reimbursement Agreement
15. Sale of Surplus Street Sweeper
16. Arbor Creek Greenway - Construction Bid Rejection
17. Development Services Lobby and Staff Area Renovation Contract

NEW BUSINESS

18. Board of Adjustment Midterm Appointment

UNFINISHED BUSINESS

19. Memorandum of Understanding (MOU) with the Town of Fuquay-Varina for New Waterline Conveyance

Analysis

OTHER BUSINESS

MANAGER'S REPORT

CLOSED SESSION -

ADJOURNMENT

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

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



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 5.

Recognitions

Title: Proclamation of July as Park and Recreation Month

Strategic Priority Area: Engaged, Healthy, & Active Community

Staff Resource: Rachel Downey, Parks and Recreation

Action(s):

Proclaim July as Park and Recreation Month in Holly Springs.

Explanation:

- This year's theme for Park and Recreation Month is "Our Park and Recreation Story" which focuses on the experiences and memories made through parks and recreation involvement. Local parks and recreation facilities are often family gathering locations, introductions to a hobby or an interest, celebration locations, and a fulfilling way to escape the stresses of everyday life.
- Through out the month of July, the department will feature on social media park and recreation stories submitted by the community and staff. A family-friendly movie will be held on July 16 at Ting Park as an opportunity for the community to come together to celebrate park and recreation month.
- Proclaiming July as Park and Recreation month reconfirms the Town's commitment to providing these essential services and programs which contribute to the high quality of life in Holly Springs.

Background:

- Since 1985, America has celebrated July as Park and Recreation Month, a program of the National Recreation and Park Association (NRPA).
- The goal of Park and Recreation Month is to raise awareness of the vital impact that parks and recreation has on communities across the United States.

Funding Source(s):

N/A

Attachment(s):

1. P&R Month Proclamation 2021

Town of Holly Springs



A Proclamation By The Mayor of

July as Park and Recreation Month

WHEREAS parks and recreation programs and services are an integral part of our lives in Holly Springs recognized by Town Council and designated one of our strategic initiatives to be an Engaged, Healthy, and Active Community; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our community, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the Town of Holly Springs recognizes the benefits derived from parks and recreation programs, facilities, services, and resources

NOW THEREFORE, I, Dick Sears, Mayor of Holly Springs, North Carolina do hereby proclaim

July as Park and Recreation Month in the Town of Holly Springs

and I urge all citizens to enjoy our parks, greenways, facilities, and centers that promote fulfilling and rewarding lifestyles through these abundant, healthy living options.

Proclaimed this, the 15th day of June, 2021

IN WITNESS WHEREOF, I have
hereunto set my hand and caused the Seal of
the Town of Holly Springs, North Carolina to be
affixed on this 15th day of June, 2021.

Dick Sears, Mayor



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Recognitions

Title: Juneteenth Proclamation

Strategic Priority Area: Safe & Friendly

Staff Resource: Mayor Sears

Action(s):

Proclaim June 19, 2021 as Juneteenth in Holly Springs

Explanation:

- June 19th is celebrated as "Juneteenth" or Black Independence Day throughout many African-American communities.
- Declared a State holiday in Texas in 1979, now 40 states recognize Juneteenth as a state holiday.

Background:

- President Abraham Lincoln issued the Emancipation Proclamation, which freed enslaved people.
- The 13th Amendment to the Constitution, abolishing slavery, was ratified on December 6, 1865.
- African-Americans in Galveston, TX adopted June 19, 1866 as Juneteenth in celebration of the news of the Emancipation Proclamation reaching their community.
- Since 1866, the celebration has spread throughout the United States.

Funding Source(s):

N/A

Attachment(s):

1. Juneteenth

Town of Holly Springs



A Proclamation By The Mayor

Juneteenth 2021

WHEREAS, the Constitution of the United States details the rights of all its citizens based on the philosophy of government outlined in the Declaration of Independence, which states “all men are created equal, that they are endowed by their creator with certain unalienable rights, that among these are life, liberty, and the pursuit of happiness;” and

WHEREAS, the Emancipation Proclamation, an executive order issued January 1, 1863 by President Abraham Lincoln immediately freed approximately five hundred thousand from generational bondage in the rebellious states, but still left approximately 3.5 million enslaved people across the United States; and

WHEREAS, word about the signing of the Emancipation Proclamation was delayed some two and one half years, to June 1865, in reaching authorities and African-Americans in the South and South-western United States; and

WHEREAS, African-Americans in Galveston, Texas adopted June 19, 1866 as Juneteenth, a Black Independence Day in celebration of America’s commitment to liberty and equality that has become a part of national African American history and culture; and

WHEREAS, the 13th Amendment to the Constitution of the United States abolishing slavery everywhere, except for punishment of a crime, was ratified by Congress on December 6, 1865; and

WHEREAS, we understand that a declaration on a piece of paper is not enough, and that we as a people must be willing to do our part to ensure every citizen regardless of race, gender, or religion is afforded equal access to the opportunities America has to offer;

NOW, THEREFORE, I, Dick Sears, Mayor of the Town of Holly Springs, North Carolina, am hereby honored to declare June 19, 2021 as

Juneteenth

in Holly Springs, and call upon all residents to become more aware of the significance of this celebration in African-American History and in the heritage of our nation and Town.

Presented this 19th day of June, 2021

IN WITNESS WHEREOF, I have
Hereunto set my hand and caused the Seal of
the Town of Holly Springs, North Carolina
To be affixed on this 19th day of June, 2021

Dick Sears, Mayor



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Recognitions

Title: Grasshopper 5K Race Proceeds Presentation

Strategic Priority Area: Engaged, Healthy, & Active Community

Staff Resource: Michael Patterson, Police

Action(s):

Present Sgt. Leach (Ret.) with proceeds from Grasshopper 5K on behalf of the community.

Explanation:

- The police department recently embarked on a fundraising effort with the community to help raise funds for Sgt. Rick Leach (Ret.).
- The fundraising event, a 5K run, walk, and 1-mile fun run, attracted 500 runners and raised almost \$30,000 that will go directly towards helping Rick with his surgery, medication and appointment cost in the future.

Background:

- Sgt. Leach is in need of a double lung transplant due to a pulmonary fibrosis diagnosis.
- The Holly Springs Police Department partnered with the Holly Springs Half Marathon team, local businesses and the community for this fundraising event.

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Requests & Communications

Title: Holly Springs Chamber of Commerce Update

Strategic Priority Area: Organizational Excellence
Economic Prosperity & Diversity

Staff Resource: Randy Harrington, Town Manager

Action(s):

Receive report.

Explanation:

- At the adoption of the FY 22 Budget, Town Council made the disbursement of funds to the Holly Springs Chamber of Commerce subject to the Chamber providing additional funding request information, and an update on the vision, priorities, and direction of the Chamber.
- Tonya Palumbo from the Chamber Board of Directors will give an update to the Council on the goals, priorities, and strategies of the Chamber for the upcoming year.

Background:

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Requests & Communications

Title: Garbage and Recycle Route Change Update

Strategic Priority Area: Organizational Excellence
Responsible & Balanced Growth

Staff Resource: John Mullis, Solid Waste Manager

Action(s):

Receive update on garbage and recycle route change.

Explanation:

- The Town of Holly Springs contracts with GFL for solid waste and recycling collection and disposal to approximately 13,247 households. Holly Springs averages a little over 600 new accounts per year.
- As a result of population growth, GFL is modifying when garbage and recycling will be collected for many residents to continue to provide cost-effective collection to all neighborhoods in a timely manner. Yard waste pickup days for customers will remain the same.
- The route change will be effective on August 2, 2021 and is expected to affect approximately half of the residential accounts.
- Staff will outline the cost savings resulting from the efficiency gains, the route adjustments, and the planned education campaign to notify residents of the adjustments.

Background:

- The Town is a North Carolina municipality authorized by statute to require each resident to participate in a unified solid waste collection service and collect a fee for such.
- The current solid waste and recycling collection and disposal contract with GFL is for 5 years and is set to expire on June 30, 2023. Prior to the expiration date of the current contract, it is expected that the Town will issue a Request for Proposals for the collection and disposal contract.

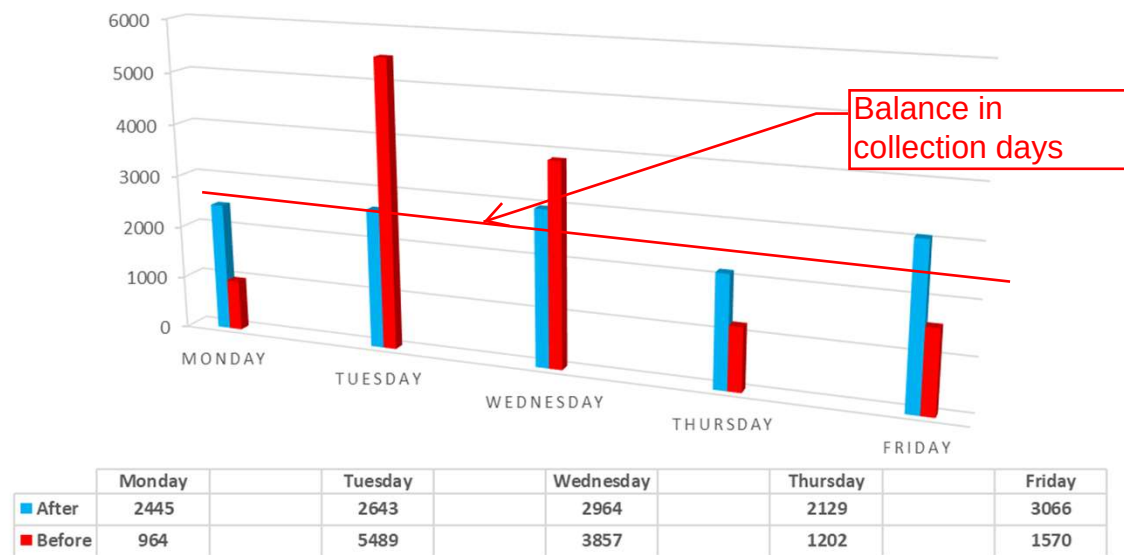
Funding Source(s):

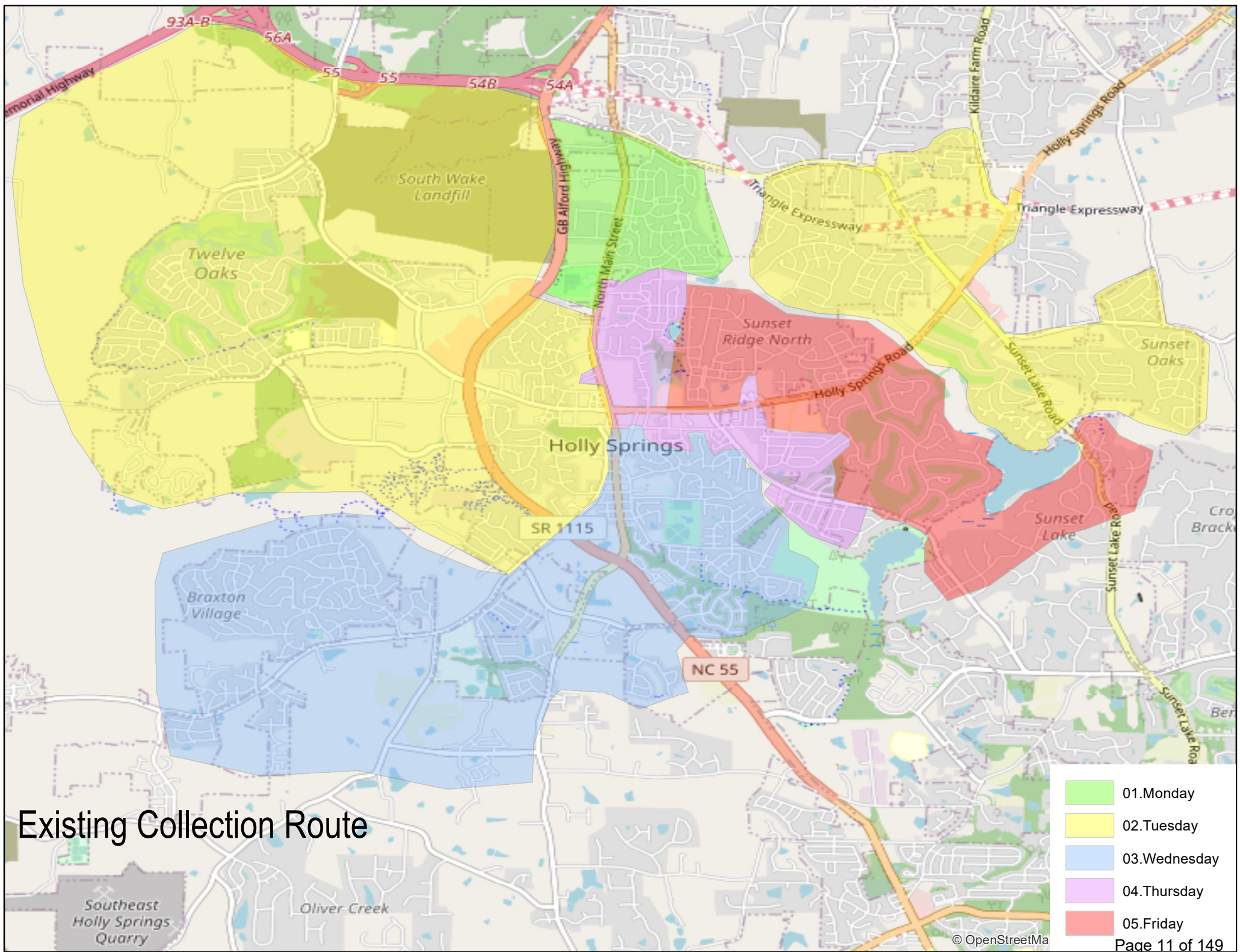
N/A

Attachment(s):

1. PP Slide Graphic Rebalance
2. Collection Route Map

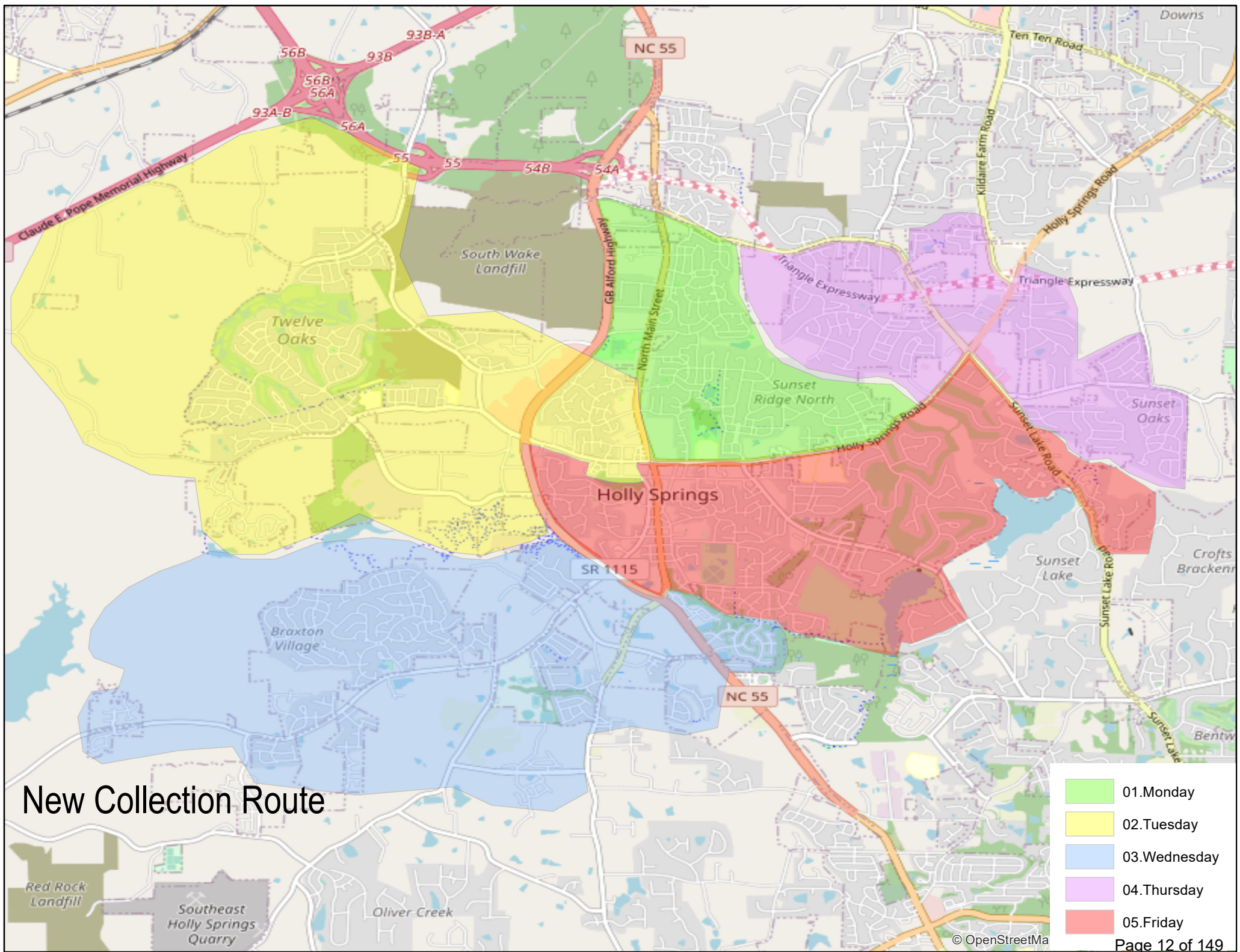
Waste Collection Rebalance





Existing Collection Route

- 01.Monday
- 02.Tuesday
- 03.Wednesday
- 04.Thursday
- 05.Friday



New Collection Route

- 01.Monday
- 02.Tuesday
- 03.Wednesday
- 04.Thursday
- 05.Friday



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Requests & Communications

Title: Update on Development Services Staff Relocation During Town Hall Renovation Project

Strategic Priority Area: Responsible & Balanced Growth

Safe & Friendly

Organizational Excellence

Staff Resource: Scott Chase, Asst. Town Manager

Action(s):

Receive update on Development Services staff relocation during Town Hall renovation project

Explanation:

- In 2019, a comprehensive space needs assessment for the next 20 years for staff and programs currently located in Town Hall was completed.
- A phase of the implementation per the study includes renovation to the development services area to allow for a better customer experience and additional collaboration, meeting and office space.
- The renovation project is identified in the Fiscal Year (FY) 2020-21 Community Investment Plan (CIP) and scheduled for completion in the fall of 2021.
- In anticipation of the renovation project and the space needed to accommodate staff programming needs, the town entered into a lease agreement for space in the Village Office Condos (VOC) located 376-378 Raleigh Street.
- Many development services staff members are temporarily relocating to the VOC during the renovation.
- In addition, field inspections teams from Development Services, Fire Inspections and Utilities and Infrastructure will be permanently relocated to the VOC until the next phase of the study is implemented likely with construction of the Town's Operations Campus.
- A customer service and compliance representative from Development Services will remain at Town Hall during the renovation project to assist with questions regarding permitting.
- Staff will provide an overview of the temporary and permanent changes associated with the renovation project.
- The Consent portion of this agenda includes the related construction contract for the renovation project, of which funding is approved in the budget.

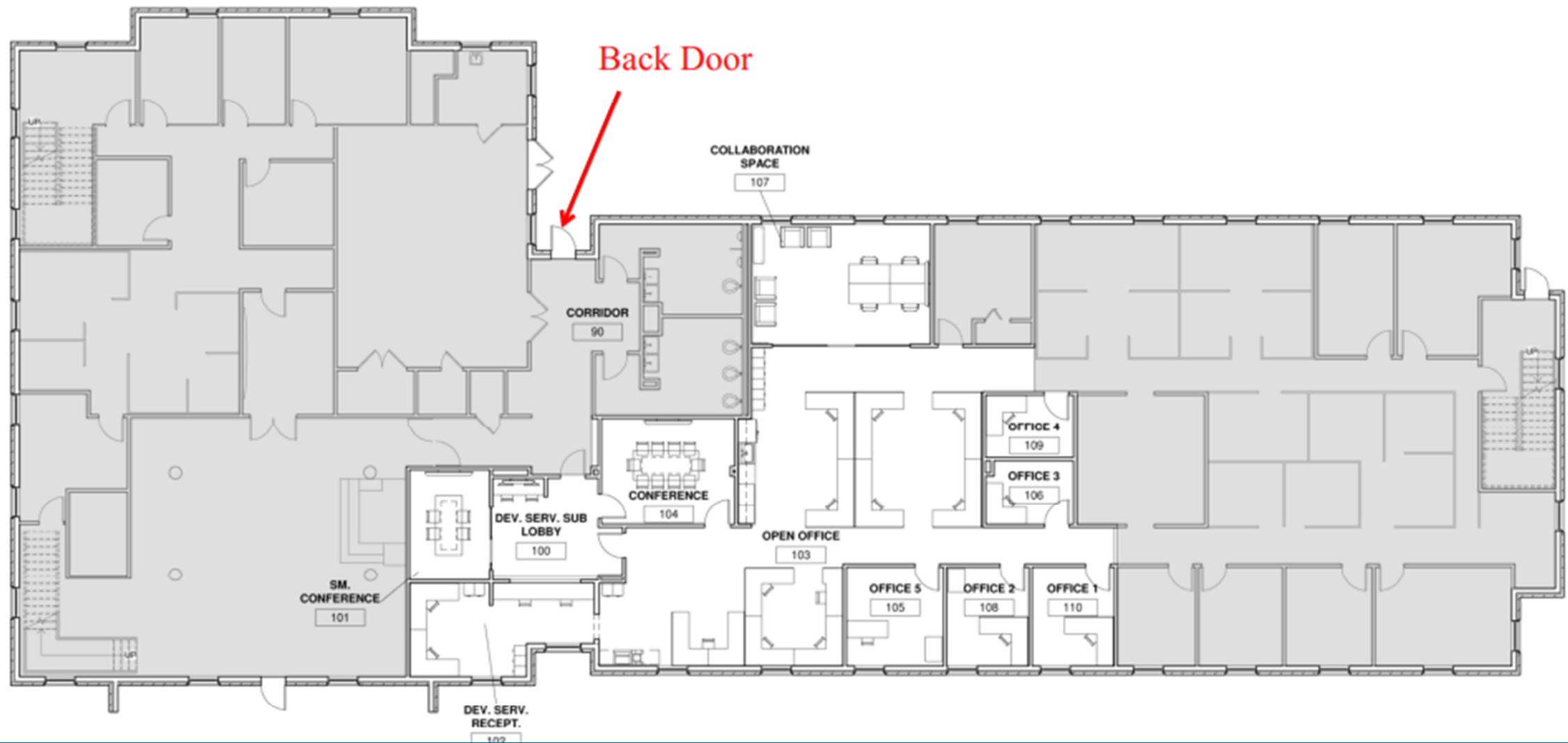
Background:

Funding Source(s):

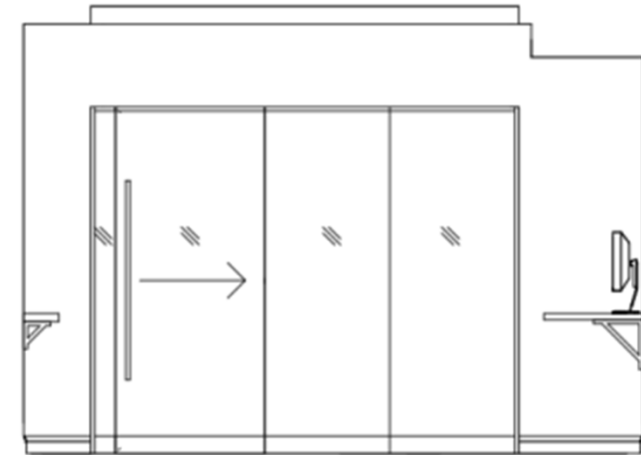
Attachment(s):

1. Lobby Renovation Floor Plan and Renderings
2. VOC Interim Plan

3. VOC Final Plan

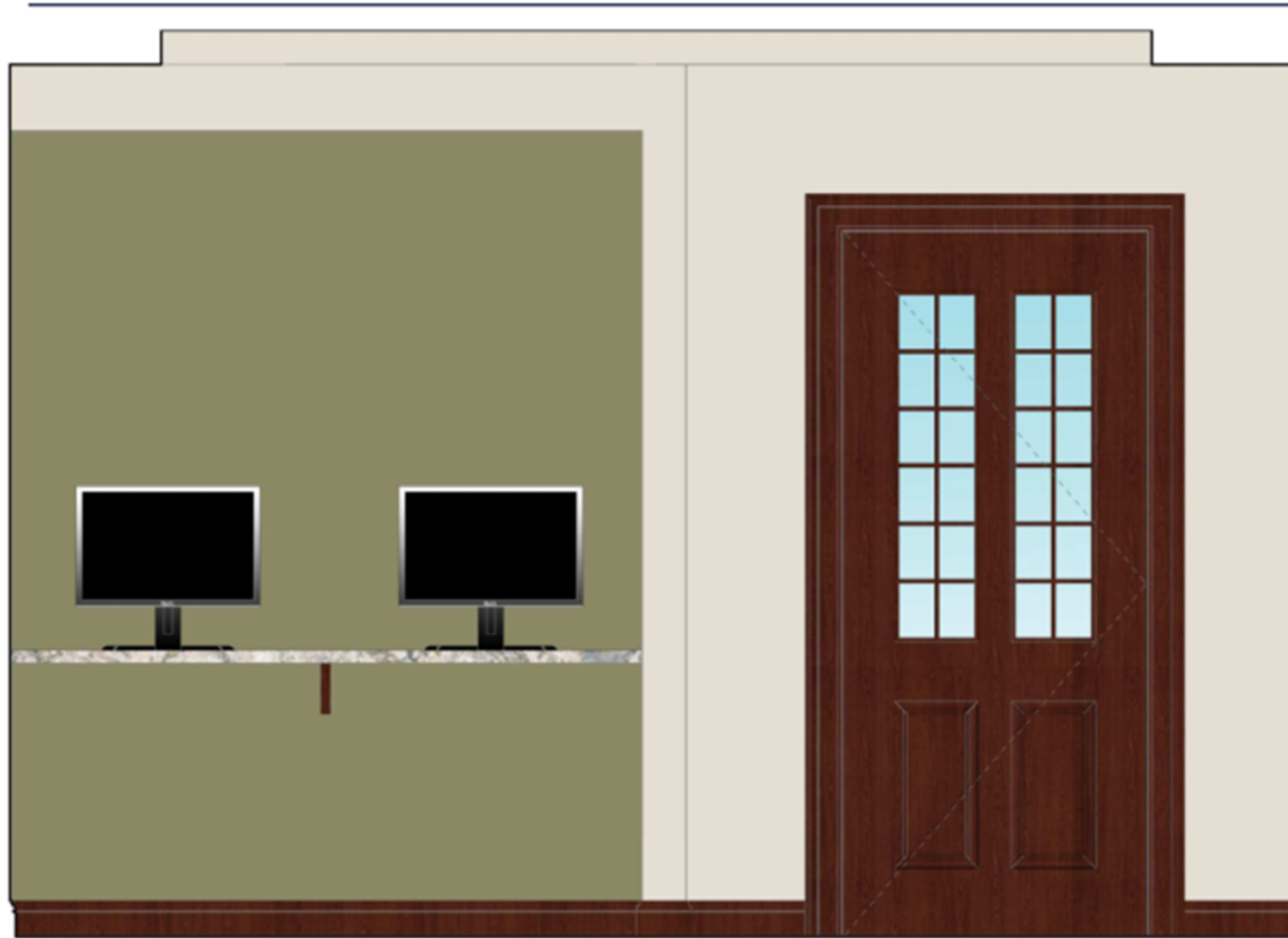


LOBBY ELEVATION - SOUTH AND WEST WALLS - OPTION B



- RAISED WOOD PANELING, STAINED TO MATCH EXISTING LOBBY PANELING
- BLACK POWDER COATED STEEL LETTERING FOR SIGNAGE
- WOOD TRIM WINDOW SURROUND TO MATCH TRIM ON DOOR FRAME
- MARBLED SOLID SURFACE COUNTERTOPS AT RECEPTION AND SELF SERVICE DESK
- ACCENT GREEN COLOR USED AT RECEPTION WALL AND IN DESK NICHE IN LOBBY
- PORCELAIN TILE FLOORING
- GLASS WALL INTO CONFERENCE SPACE

LOBBY ELEVATION - NORTH AND EAST WALLS - OPTION B



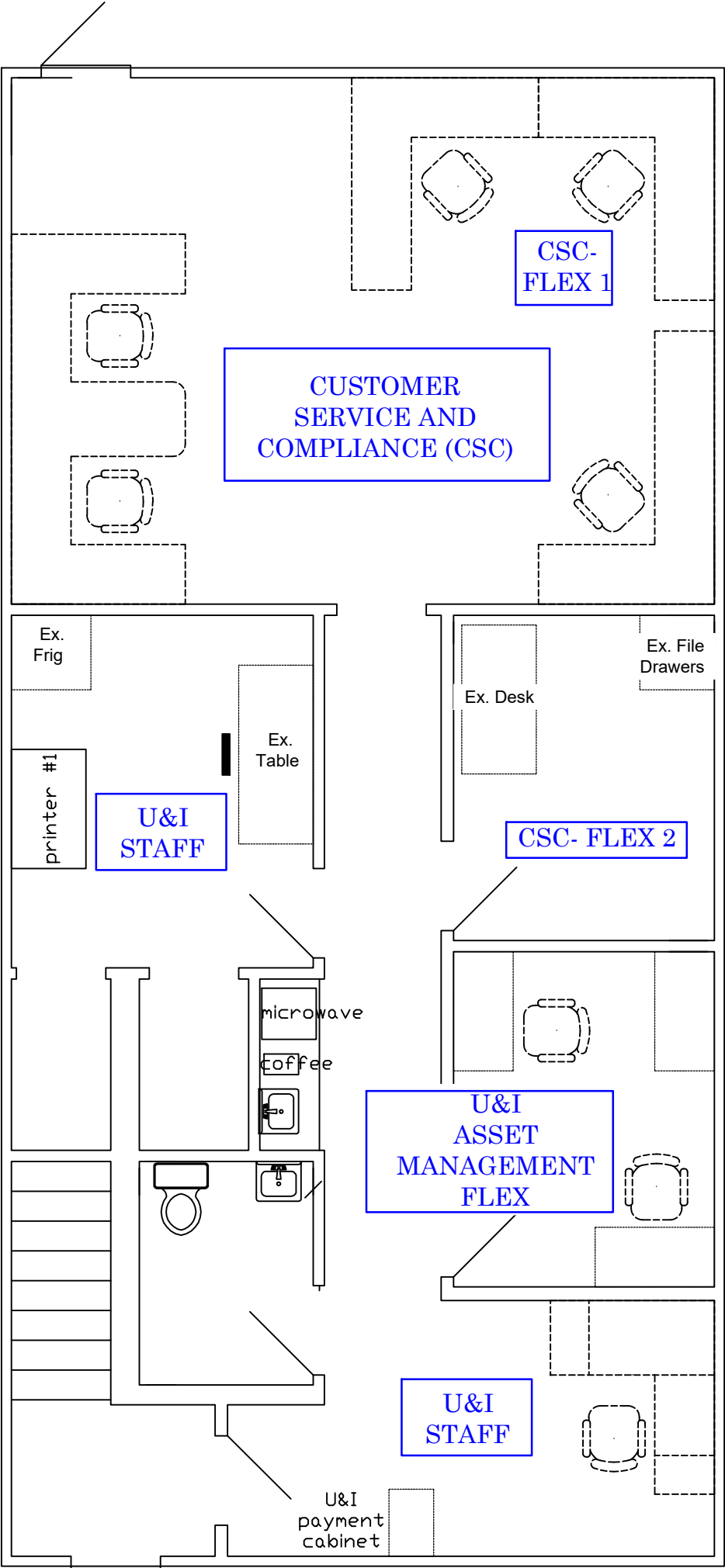
- RAISED WOOD PANELING, STAINED TO MATCH EXISTING LOBBY PANELING
- BLACK POWDER COATED STEEL LETTERING FOR SIGNAGE
- WOOD TRIM WINDOW SURROUND TO MATCH TRIM ON DOOR FRAME
- MARBLED SOLID SURFACE COUNTERTOPS AT RECEPTION AND SELF SERVICE DESK
- PORCELAIN TILE FLOORING
- REUSED WOOD DOORS AT EAST WALLS

COLLABORATION ROOM

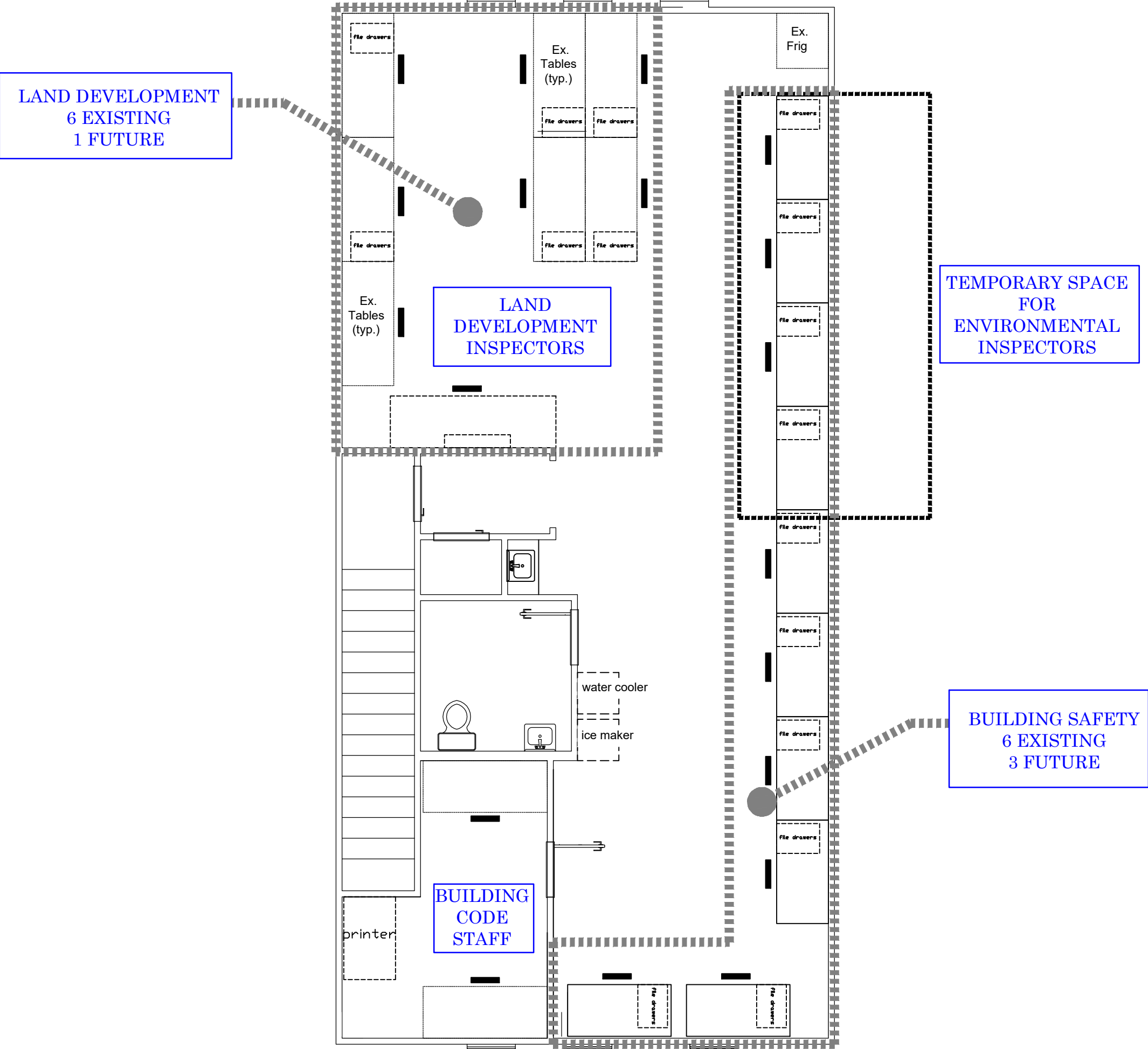


- TILE CARPET FLOORING
- PAINTED GYP. .BD WALLS
- SOLID WOOD DOORS INTO OFFICE
- GLASS WALL WITH PRIVACY STRIP OR SIGNAGE AT COLLABORATION SPACE

INTERIM PLAN
BEGINNING THE WEEK OF JUNE 28TH - MID OCTOBER
(When the Lobby Reno is Complete)

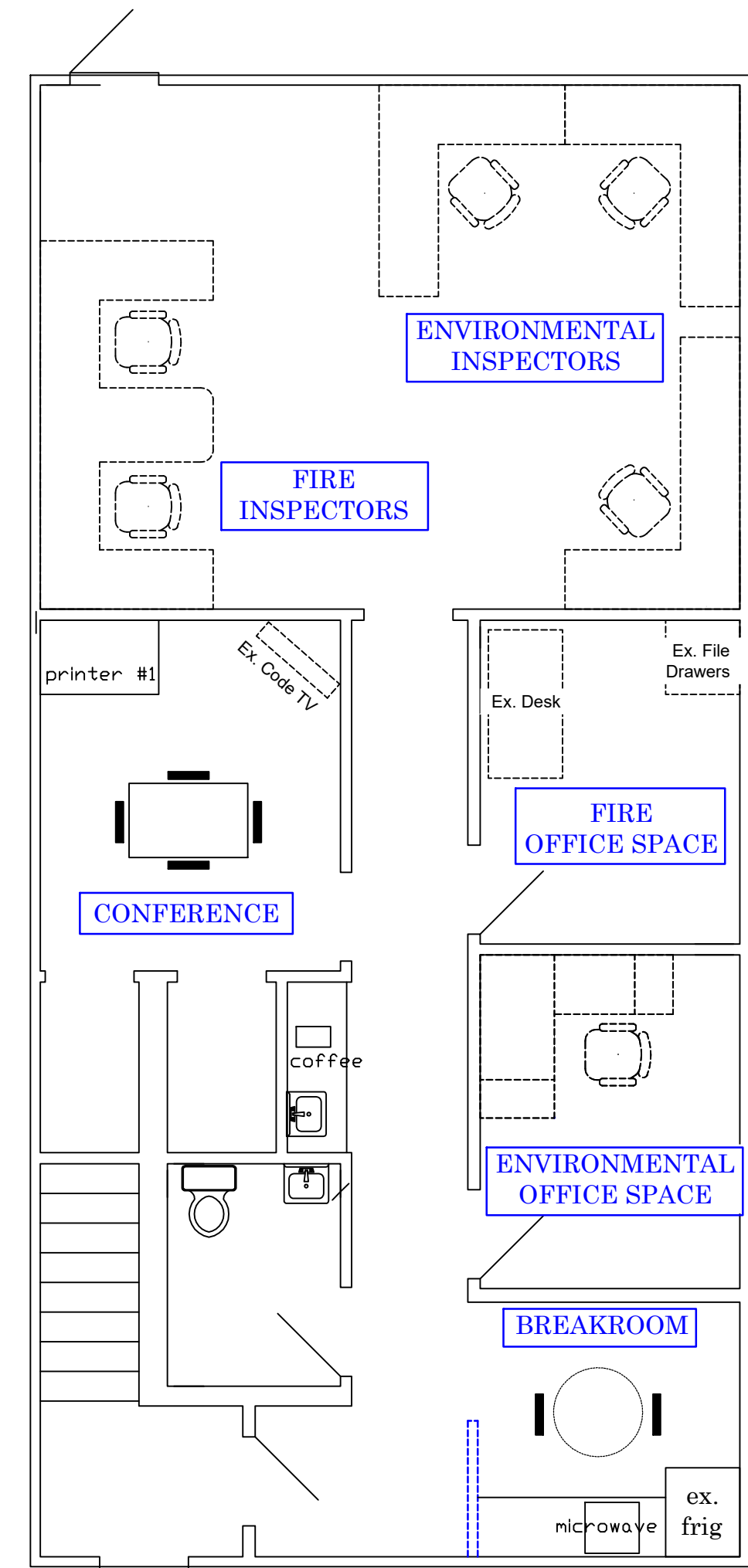


FIRST FLOOR
(Customer Service and Compliance & U&I)



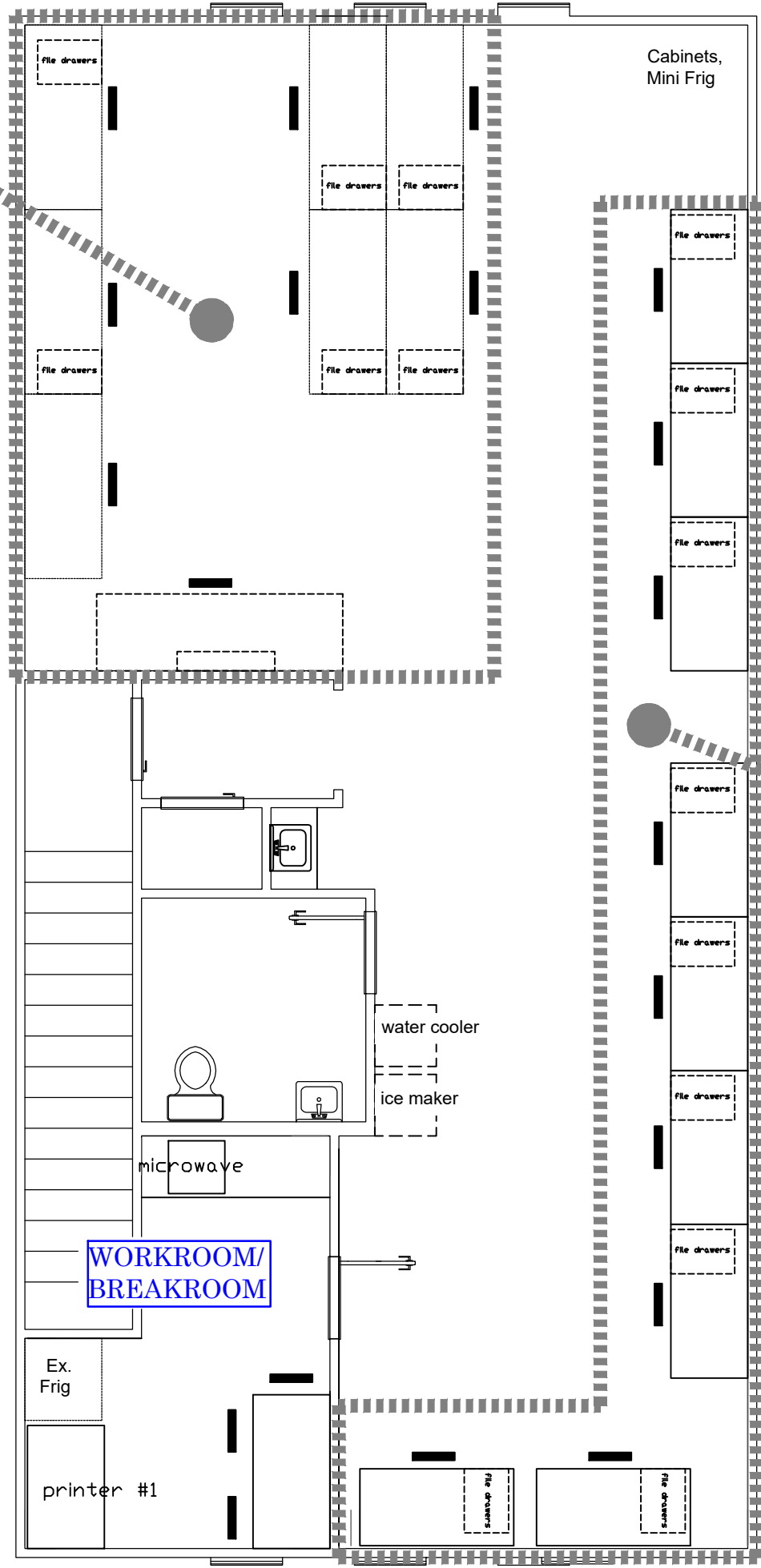
SECOND FLOOR
(DEVELOPMENT SERVICES INSPECTORS)

FINAL PLAN BEGINNING MID-OCTOBER
(When Lobby Reno is Complete and CSC moves back into Town Hall)



FIRST FLOOR
(ENVIRONMENTAL AND FIRE INSPECTORS)
INCLUDES FUTURE POSITIONS

LAND DEVELOPMENT
6 EXISTING
1 FUTURE



SECOND FLOOR
(DEVELOPMENT SERVICES INSPECTORS)
INCLUDES FUTURE POSITIONS



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

Consent Agenda

Title: Approve the minutes of the May 25, 2021 budget workshop, the June 1, 2021 Business Meeting, and the June 8, 2021 Workshop meeting.

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Approve the minutes of the Council's budget workshop held May 25, 2021, the Business meeting held June 1, 2021, and the Workshop meeting held June 8, 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. 5.25.21 minues-Draft
2. 6.1.21 minutes - Draft
3. 6.8.21 workshop minutes_DRAFT



MINUTES

The Holly Springs Town Council held a budget workshop meeting on Tuesday, May 25, 2021 at the Law Enforcement Center and via video conferencing. Mayor Pro Tem Berry presided, calling the meeting to order at 6:00 p.m. A quorum was established as the five Council members were present as the meeting opened.

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

Council Members Absent: Mayor Sears.

Staff Members Present in the room: Randy Harrington, Town Manager; Linda McKinney, Town Clerk (recording the minutes); Daniel Weeks, Assistant Town Manager; Scott Chase, Assistant Town Manager; Antwan Morrison, Finance Director; Corey Petersohn, Finance; Jeff Wilson, IT director; John Schifano, Town Attorney; LeeAnn Plumer, Parks and Recreation Director; LeRoy Smith, Fire Chief; Kendra Parrish, Executive Director of Utilities and Infrastructure; Erika Philips, Director of Human Resources; Irena Krstanovic, Director of Economic Development; Paul Liquorie, Police Chief; Cassie Hack, Director of Communications and Marketing; Jamie Holland, Fire; Seann Byrd, Utilities and Infrastructure.

Mayor Pro Tem Berry said the intent of tonight's meeting was to review the recommended budget, give feedback and get answers to questions. He recognized that this was the first time the Senior Leadership Team had been in the same room in 15 months, and said it was great to see everyone.

1. Overview: Randy Harrington gave an overview of the meeting agenda. He said that he made his presentation on the budget to the Council, and now it was turned over to them to make sure that the budget meets their expectations and advances their priorities. He said they would start with a few presentations, first the Arbor Creek-Middle Creek Greenway that had been promised to be brought back to Council, then there would be a presentation on the School Resource Officers (SROs) to give Council background and context on how that recommendation was arrived at, and then we can open it up for dialogue. And at the end we have a few tweaks to the language of the budget ordinance that would be recommended.

2. Review and Discussion of Recommended Budget and other Financial Considerations:

Arbor Creek – Middle Creek Greenway: Daniel Weeks, Assistant Town Manager, said that one construction bid was received on April 21, 2021. After re-advertising, two bids were received on April 29, 2021. The lowest responsive bidder was Fred Smith Company at \$4,688,500, which is 23% (\$888,500) over the engineer's estimate. This does not include the Linksland connection or any contingency. He said that value engineering efforts were conducted. They were able to reduce the cost some, but it is difficult to find nearly a million dollars. The current design and bid includes three new connections and two existing connections to Woodcreek, and does not include a connection to Sunset Ridge North. The NC

Department of Environmental Quality (NCDEQ) and United States Army Corps of Engineers (USACE) permit approvals, which are required, have a time frame of six months.

Mr. Weeks said that staff's recommendation would be to reject the bids that are over budget and not the project we want to build, adopt the existing budget recommendations, and re-advertise a few months down the road. This would allow time to complete the design package and for permits and easements to be secured. A possibility for design changes prior to the new bid process would be to eliminate the Aldenwood spur and add a Linksland spur. It would allow a longer advertising period to generate more contractor interest. It could delay construction start a month or two, which would allow time to identify potential funding partners, and for pricing to normalize.

LeeAnn Plumer, Director of Parks and Recreation, said the original bid package was unconventional, in order to meet the early bond requirement. But if we can reject the current bids and rebid the project with all the permits and easements in hand, the Town could get lower bids because companies would not be projecting so far into the future.

Randy Harrington, Town Manager, said that in the event that we move forward, if the bids come back and are high, there are sources of funding available. But this would give us a chance to be more successful with the project with the Linksland connection. Mr. Weeks said that with the current bids, the contractor is in the driver's seat and didn't give the Town much credit for deleting the Aldenwood spur. If we rebid it, there would be more competition and the Town should get better value.

Council discussed where the Aldenwood spur was and what the different costs would be for the two spurs. The risk of legal action if bids were rejected was brought up. John Schifano, Town Attorney said it is written into the bid that the Town can reject bids, so there is no legal risk.

Mayor Pro Tem Berry asked what action staff was looking for.

Mr. Harrington said it would be helpful to get Council's guidance tonight and then at the second business meeting in June would the bid rejection would come forward for formal action.

Mayor Pro Tem Berry asked if there was consensus to reject the bids on June 15th and it was unanimous. He then asked if there was support for the Aldenwood connection being removed and the Linksland connection added, and there was consensus.

Police Department Reorganization: Randy Harrington, Town Manager, said that any time a new department director comes on, the expectation is for them to do an assessment of their entire department - structure, budget, etc. And this is one of the things I asked of Chief Liquorie. His recommendations as he went through the budget focus on recruitment and retention; training; investigations; traffic safety; and equipment. Those are the focus areas the Chief came forward with. It is important to note that the Chief and the Manager objectively review the organization and see where opportunities may be, from an objective standpoint. And that even involves review of some of the strongest programs that we have. The Town's School Resource Officer program has been a source of pride in the community over the years, and this budget recommendation maintains SRO coverage at all schools. The recommendation is to reassign one of the two School Resource Officers at Holly Springs High School, and reallocate that position to Investigations based on three factors. The first is related to data on referral activity of Holly Springs High School SROs, second, geographic coverage of SROs in that area

of the Town and that particular campus, and third, a wholistic assessment of the other needs of the department, particularly the need to enhance the Investigations section. He said he wanted to be upfront and honest that political discussions around policing, not only in our country, but as well as school resource programs locally, were not a factor in this recommendation.

He introduced Chief Liquorie to explain the proposed change. Data points include 23% increase in Investigations over the last five years. Traffic infractions increased 53% and collisions increased by 22%. Chief Liquorie said that the purpose of the SRO program was to meet three critical goals, although they do more than these three things: to provide, promote, and advocate for school safety; to support students, teachers, staff, and parents with a community-oriented law enforcement resource at the campus; and to promote positive law enforcement/youth interaction. He said that since the 2016-2017 school year, referrals at Holly Springs High School have been trending down. Referrals are formal actions, not necessarily involving the Court system. He showed the distribution of full-time and part-time SROs across town, showing the greatest concentration along Avent Ferry Road. With the location of Holly Springs High School next to Holly Grove Middle and Holly Grove Elementary schools, there are currently three full time and one part time SRO within a .09 square mile area. These officers are flexible to assist at any of the three schools, not just the one they are assigned to. The recommended SRO coverage would reduce the number of SROs at the high school from 2 to 1, giving us 2 full time and one part-time SRO within that .09 square mile area. This would bring Holly Springs High School in line with the majority of Wake County Public High Schools, 78% of which have one SRO. Only 7 high schools, out of 32, have two SROs.

Council discussed whether changing the number of SRO positions at the high school would adversely affect student safety, whether the number of SROs should be per school or a set ratio of officer to students, and other ways in which the Police Department reaches out to and interacts with youth. The downward trend in referrals was discussed in light of COVID along with the possibility that incidents could increase as students return to in-person learning. The length of time it would take an officer to arrive at the high school from the Law Enforcement Center was discussed. Public sentiment toward the SRO program, and the possibility of keeping the two SRO positions at the high school and still getting the new Investigations position, were discussed. Mayor Pro Tem Berry said that Mayor Sears asked him to say "If it ain't broke, don't fix it."

Discussion turned to where the funds would come from in the budget to allow for the Investigations position. The funds for replacing the Town fleet were mentioned as a possible source. Council asked the Town Manager if there were vehicles that could last another year to pay for the additional position, or if there was another part of the budget that the Manager thought could be trimmed to fund this position. The possibility of getting federal grants for the body-worn camera program and shifting those funds was raised, and Mr. Harrington said that, while the Town should pursue grants, in this instance there is not time. The contract has been signed. He would suggest that Council delegate to staff to look at the list of vehicles and come up with the dollar amount to offset this position. He said there was enough room on the cash-funded side to perhaps remove 2 or 3 vehicles from the list and offset this cost.

Mayor Pro Tem Berry said he would like to memorialize the decision in the form of a motion.

Action: Motion to direct Town Manager and staff to find offsets within the vehicle replacement program, and utilize the \$20,000 Council holdbacks to fund the additional Investigations position.

Moved by: McGrath

Second by: Villadsen

Vote:

Aye: Berry, Villadsen, McGrath, Kelly

Nay: Wolff

The motion carried.

Mayor Pro Tem Berry asked if there were other points of discussion around the budget.

Council member Kelly asked about nonprofit fees for rentals of Town facilities. She asked if there was another way to articulate that and better communicate to the public. LeeAnn Plumer, Director of Parks and Recreation said that they would look at better ways to communicate that. She said that staff is aware of the discounted fees and lets anyone in that position know about them. Corey Petersohn, Finance, said it would be an easy graphical change to move it in the fee schedule.

Council discussed the Town's contribution to the Chamber of Commerce and whether they have made a report on how they spend those funds. Mr. Harrington said that the Town has not received a request from the Chamber yet, but it usually comes in June. He said the budgeted amount remains the same as last year. There followed a discussion of what the partnership between the Town and the Chamber had meant over the years, and the services they have provided in the past. Council members expressed frustration with the lack of communication from the Chamber to Council and expressed the desire to make sure their priorities align with the Town's priorities. Consensus was to maintain the amount in the budget, with disbursement of the funds being subject to Council's request for the Chamber to provide additional funding request information and an update on the vision, priorities, and direction of the Chamber.

Council member McGrath asked if staff was being optimistic on the sales tax projections. Mr. Harrington said that staff was using a conservative number. Currently the amount received for this fiscal year is going to be more than the budgeted amount. Antwan Morrison, Finance Director, said that staff uses the NC League of Municipalities' prediction, trends, and other models, finds the "sweet spot" between those, and then reduces it by 5% to provide a cushion. He said it was a conservative prediction.

Council member McGrath said there are different audiences for the budget, including the general public. The way it is put down on paper, it looks like there are dramatic increases in salary for certain town staff. He appreciates the explanation that was given, that the apparent increases in one fund are offset in another fund, that it is a reflection of cost allocation. But it is difficult for the public to look at this and understand. He would ask for more detail next year so that the public can easily digest the changes and see the true trend line as money shifts between different funds and accounting methods change from year to year. Mr. Harrington said that this budget year, more than the previous years, staff did some reorganization that was articulated last year but not reflected in the budget. Because of this, staff used cost allocation that shows when one department aids another, and that affects how the numbers get reported. No one is getting a big increase above the merit increases.

Mayor Pro Tem Berry wanted to acknowledge that staff answered questions about the Muses – Ting greenway that was brought up at the public hearing. Staff is in the process of prioritizing greenway projects and will come back to Council to share those priorities. Staff recommendation is to hold off on any potential enhancements to that connection until that process is completed and they can evaluate that enhancement. There are some wet crossings and some grade in this area. Council consensus was to wait until the prioritizing and evaluation of Town greenways was completed. There was also concern that more sidewalks might be needed because of pedestrians walking on the shoulders of roads. Mr. Harrington said it is a good connection. Staff is going through the process to prioritize some of those connections, and will bring the results back to Council so they could make an informed decision.

MPT Berry asked if there were any other questions about the budget.

Council member McGrath said this wasn't a budget question, but since the majority of Council decided to move forward with Housing Study, and he assumes the RFP will come to Council before it goes out, he wanted to restate his desire that we get something that is unique to Holly Springs, realistic, and executable. Mr. Harrington said that his understanding from that time was for staff to do the RFP and bring the potential contract back to Council. Staff would come back and do a presentation on it regarding the unique qualifications, what they will bring to the study. Scott Chase, Assistant Town Manager, said he expects that it would come to Council at mid-year. It is important to see what is happening in Holly Springs, as the housing market is changing daily.

Budget Ordinance Language:

Corey Petersohn, Finance, said there were some recommended changes to the budget ordinance. In Section 6. Salaries and Salary Grades, Section A would allow salary adjustments from 0% - 6% based on performance. Position classifications are to be continuously reviewed and adjustments instituted by the Town Manager to make the plan fair for all classes of employees. Section B would make an adjustment to the salary grades in the amount of 1.7%. The change is in Section C which would authorize the Town Manager or designee to reclassify a current employee position's salary grade for any position with a defined salary grade range, as listed in the Town Manager's Recommended Fiscal Year 2021-22 Budget, if the incumbent has satisfied the Department's requirements to include any required training, professional certification, or other positional requirements. This is to codify a policy that was implemented when career ladder positions were first created, and makes it clear for those departments that are going to this style of promotion schedule.

MPT Berry asked if funding for this was in the budget and it didn't need to come back before Council, when would they see the result of these changes. Would it show up in the next year's budget? Mr. Harrington said the total allocations wouldn't change, but the division of the allocation among different individuals might shift.

Mr. Petersohn said that proposed changes to Section 8, Contract Authority, would authorize the Town Manager to execute contractual documents under the following conditions:

A. Town Manager may execute contracts for (1) purchases of apparatus, supplies, and materials, or equipment which are within budgeted departmental appropriations; (2) leases of personal property for a period of one year or less and within budgeted departmental

appropriations; and (3) services which are within budgeted departmental appropriations. Any of the above may be in the formal bidding range for contracts.

B. Town Manager may execute grant agreements to or from public and non-profit organizations which are within budgeted appropriations unless a grantor organization requires execution by the Town Council;

C. Town Manager may execute contracts as the lessor or lessee of real property, which are of one-year duration or less if funds therefore are within budgeted appropriations;

There were questions about what would trigger bringing a contract to Council. Mr. Harrington said that his approval authority for contracts would be only for items that Council had approved in the budget. The money would have to be appropriated by Council. The spirit is not to have multiple contracts from a single vendor under the threshold, but for the total amount to be under the threshold. John Schifano said that there are four people who have to sign all contracts, Manager, Finance Director, Attorney, and Clerk, so that is also a check and balance.

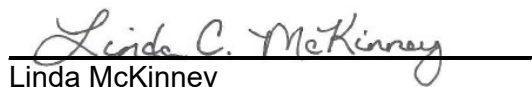
MPT Berry asked if there was any open discussion.

Council member Kelly said House Bill 496 is still moving forward and asked if there were other bills that we are watching. The tree ordinance bill language has changed a lot. Council member Wolff said it has been recommended that we take a wait-and-see position before passing any resolutions. MPT Berry said both the Metro Mayors Association and the NC League of Municipalities are watching this and seeing what the best way to oppose it is. Council member Kelly asked if there were any other bills on the watch list. Mr. Harrington said the tree ordinance is the main one. There are a number of police reform bills with some momentum, and one on fire fighter cancer presumption and our concern is that it not be an unfunded mandate. There is a compromise bill that everyone seems to be happy with that will be funded by the state. We will provide weekly updates, as anything comes.

Council member McGrath asked if there was an update from Treasury on the ARP funding. Mr. Harrington said the guidance is not as clear as he would hope, and the League is helping in interpretation. Still he thinks our number is \$11 million. It appears that stormwater will be an eligible expense. We still have some work to do on the staff side. John Schifano said the National League of Cities said roads were not eligible, but if you were doing a road project that necessitated stormwater or water and sewer repairs, that would be eligible. Expenses necessary for public housing and to increase racial justice issues, were hinted at as being eligible.

3. Adjournment: There being no further business for the evening, Motion to adjourn was made by Council member Kelly second by Council member McGrath and passed with a unanimous vote. The May 25, 2021 meeting of the Holly Springs Town Council was adjourned at 8:02 pm.

Respectfully Submitted on Tuesday, June 22, 2021.


Linda McKinney
Town Clerk



MINUTES

The Holly Springs Town Council met in regular session on Tuesday, June 1, 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*; Sean Ryan, *Development Services*; Rachel Jones, *Development Services*; Melisa Sigmund, *Development Services*; Beth Trautz, *Development Services*; Andrew Rubley, *Development Services*; Aaron Levitt, *Utilities and Infrastructure*; LeeAnn Plumer, *Director, Parks and Recreation*; Kathy White, *Deputy Town Clerk*.

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Dr. Hamdy Radwan, director of outreach at the Alnoor Islamic Center.

4. Agenda Adjustment: The June 1, 2021 meeting agenda was adopted with changes, if any, as listed: pull both items from Consent to New Business for discussion.

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.

The following written comments were received: none.

The following comments were received in person: none

Requests and Communications

5. UNC Rex Holly Springs Hospital Update

Roy Tempke, COO of UNC Rex Health Holly Springs Hospital, said he was here to give an update on the hospital's progress. He said they hope to open by September 20, 2021. He said there are already obstetric patients booked between September and December. He showed photographs of the progress on the building, both exterior and interior. He said that the hospital is working with donors to add more original pieces of art and said that a major donor is being sought for a "lobby stunner." He introduced Tanya Faulkner as Director of Nursing and Clinical Operations and Melissa Parker, Director of Operations and said the hospital is currently hiring for all positions, clinical and non-clinical. Interested applicants can visit jobs.unchealthcare.org to apply. There are currently 80 positions open, with more to come.

6. NCDOT I-540 Update

Dennis Jernigan, NC Turnpike Authority, gave an update on the 540 project. He said that Section R-2721A, from 55 to Pierce Olive Road was 39% complete as of April 15th. Section R-2721B, from Pierce Olive Road to Fayetteville Road (US 401) was 37% complete as of April 22nd, and R-2828, the final section, was 38% complete as of April 30th. The first two sections contract amounts are \$183.5 million and \$160 million, respectively. The third section contract cost is \$403.2 million. He showed locations of interchanges and discussed the relocation of a section of Kildaire Farm Road and Fairview Road. The Holly Springs interchanges are at Hwy 55 and at Holly Springs Road. He discussed how the location of noise walls is first determined by certain data, and then put to a vote of residents in the areas that are approved for noise walls. He showed a screen shot of the Complete 540 website and discussed various features available to the public on it.

Council member Kelly asked if neighborhoods, like Fairview, that don't have HOAs, were being tracked. Mr. Jernigan said they had reached out to those neighborhoods. Usually they reach out if there is something going on in the area, not just periodically. Council member Kelly asked how much of 540 is toll road and how much not. Mr. Jernigan said that everything being built now is toll, and everything that will complete the circle will be toll. The older, northern part of 540 is not toll. The reason for toll roads is to expedite getting the facility. If the southern Wake section had waited for traditional funding, it would just be starting today. There are so many needs and not enough money. Building toll roads helps to get projects completed sooner. Toll roads have to be able to support paying the bonds back and the toll operations, and maintenance. The General Statutes also require that once the bonds are paid back, the tolls are removed. Those using the toll roads also take the burden off of adjacent "free" roads. Council member Kelly asked if DOT goes back and does renovations to the free section of 540, if tolls would be added. Mr. Jernigan said that by law tolls cannot be added unless something is added to the road, like an express lane. Council member Kelly asked how long DOT expected the tolls to remain. Mr. Jernigan said they average 30 to 35 years. NC DOT looks for ways to save people money, so we are constantly looking for ways to shorten that period by refinancing bonds or other methods. Council member Villadsen asked when DOT estimated opening 540. Mr. Jernigan said they were targeting the second half of 2023, but 2020 was the wettest year on record for this part of the state, which delayed construction, but the progress is looking better so far this year.

Consent Agenda

The Council removed both items from the Consent Agenda to New Business.

7. Minutes – minutes of the Council business meeting held May 18, 2021.

8. Minimum Housing Ordinance –Resolution 21-04.

NEW BUSINESS

9. Fiscal Year 2021-2022 Budget Adoption

MPT Berry said there was no staff presentation on this item. The manager's proposed budget was presented to Council on May 11, 2021. A public hearing was held on May 18, 2021 at which no one spoke, but one written comment was received. At the budget workshop on May 25th, Council discussed details and made adjustments to the manager's proposed budget to arrive at the document in the agenda packet. At this point the budget is back for formal adoption.

Action: Motion to adopt the Fiscal Year 2021-22 Town Budget Ordinance 21-14.

Motion by: Villadsen

Second by: Wolff

Vote: unanimous

10. 2021 Street Resurfacing Project

Aaron Levitt, Utilities and Infrastructure, said the purpose of this item is to outline the proposed 2021 street resurfacing program. He showed 13 road sections that are slated for resurfacing. They consist of approximately 17,161 linear feet, or 3.25 miles and are located throughout town. They were selected according to their scores, combined with the amount of traffic they receive. He said that a Pavement Condition Survey is completed every five years. This is the fifth year on the current study, and a new study was approved in this year's budget. Utilities and Infrastructure staff completed the design in-house, saving the Town approximately \$100,000. Five bids were received to do the resurfacing. The anticipated start of construction is July 2021, ending in December 2021, for a total duration of about 150 days. He outlined the outreach efforts that will be made during the project to work with residents who will be affected.

Council member Kelly asked John Schifano, Town Attorney, if there were clauses that we should have in contracts, such as background checks, to protect residents. Mr. Schifano said it is not a bad idea. We added a lot of that language in service contracts where contractors are on Town property for a long period of time. We have not done that with construction contracts. We cannot do it on this one because it has already been bid out, but we can do it in future. There is a balance to be maintained to prevent them from becoming employees rather than independent contractors. Council member McGrath asked where we draw that line. Mr. Schifano said he would probably draw it at checking the sex offender registry. He said he thinks that is allowable, but will need to research the law. Council member McGrath said that there are people with a lot of concerns in a lot of different areas, whether that is citizenship or other things. Opening it up could open up other concerns. Mr. Schifano said he would not suggest adding too many restrictions to independent contractors. Vendors already have to comply with federal and state law. Currently they have an eVerify affidavit that they have to swear that their employees are documented.

MPT Berry asked what the balance of Powell Bill funds was. Mr. Levitt said that might be a better question for Finance. He will look into it and respond to Council later by email. Randy Harrington, Town Manager, said Powell Bill funds are in a reserved account that by law must be used for this purpose.

Action 1: Motion to approve budget amendment for \$654,752 appropriating restricted Powell Bill funds balance for additional funds needed.

Motion by: Wolff

Second by: Kelly

Vote: unanimous

Action 2: Motion to award the 2021 Street Resurfacing Project contract to Turner Asphalt Inc. and provide funding in the amount of \$1,105,000, which consists of the base bid amount of \$1,004,555 plus \$100,445 in contingency.

Motion by: McGrath

Second by: Kelly

Vote: unanimous

Action 3: Motion to award the geotechnical contract to NV5 Engineers and Consultants, Inc. and provide funding in the amount of \$14,000, which consists of the contract price of \$12,500 plus \$1,500 in contingency.

Motion by: Villadsen

Second by: Wolff

Vote: unanimous

11. Oakview Innovation Park Phase 1 Development Plan and Developer Agreement

Sean Ryan, Development Services, said the purpose of this agenda item is for Council to consider the request for Development Plan, Waivers, and to approve or deny the Developer Agreement for Oakview Innovation Phase 1. He showed where Oakview is located along Holly Springs New Hill Road, and said that in the Future Land Use plan it is designated Business and Industrial, and is zoned RT: Research and Technology. He said the Development Plan covers a 25.2-acre site. It would contain two buildings for lab, manufacturing, and warehouse uses and would be approximately 208,000 total square feet. The applicant is requesting waivers for loading, building massing, and façade modulation.

Rachel Jones, Development Services, said that six intersections were studied as part of the TIA for the previously approved master plan. This addition required some adjustment to that TIA. The applicant will pay a fee-in-lieu of intersection realignment at Holly Springs New Hill Road and Old Holly Springs Apex Road, as well as for signals at the intersections of Holly Springs New Hill Rd. and Green Oaks Parkway, and Holly Springs New Hill Road/Ancient Oaks Drive at the new Site Drive. She said that Holly Springs New Hill Rd. would be widened along the property frontage with a 10-foot side path and she showed where the interior streets would be located within the parcel. The site will connect to water, sewer, and reclaimed water. A hydraulic water and fire-flow study, as well as a sewer study, were completed with the development plan.

Ms. Jones said the Developer Agreement includes the three fees-in-lieu of design and construction for the traffic signals and intersection realignment mentioned above.

Rick Madoni, Planning Board, said that they recommended approval with a vote of 7-0-2.

Applicant, Elizabeth McMillan, with Crescent Communities introduced her team, Chase Kerley, Blake Hall with Timmons Group, and Steven Harris with O'Brien Atkins. She gave an overview of Crescent Communities, and why they were attracted to Holly Springs.

Blake Hall said this development is a small section of a larger development south of 12 Oaks. He said the two buildings would be built in phases with 2.5 parking spaces per 1000 square feet of building. He discussed the buffers and screening that would be provided, with 30-foot Type B buffer along Holly Springs New Hill Road and the new interior street, and Type C Opaque Landscape buffer around the loading area. The proposed improvements include the interior roads being completed by another developer as part of the Oakview Masterplan. Holly Springs New Hill Road would be widened to town standards, and a fee-in-lieu paid for signal improvements and road realignment. Waivers requested are for alternate landscaping, a waiver for loading area on a front-facing façade (because the building has three front-facing façades) and alternate compliance with architectural and design requirements.

He showed elevations of the proposed buildings, parking lots, and landscape buffering. The buildings are set down below the road, and Type B buffer will be sufficient.

Steven Harris said the buildings are speculative shell buildings. They will target life science and technology and are flexible to attract a single tenant or two tenants for each building. With the current design they will be LEED v4.1 and the shell design offers tenants 12 points with the ability of an additional 65 points, which allows for a possible Gold Certification. He said wellness is important and they are including sidewalks and walking trails to connect to the planned amenities. The waivers being requested are for a variation of massing relating to the structural bays. The structural bays are longer due to the type of businesses they are trying to attract. A reduction from 4" to 2" depth on defining features is requested due to the construction material of precast concrete. The requested waiver of the façade modulation on three sides is due to the types of tenants they are trying to attract.

Council member McGrath asked what normal traffic volume of large trucks going in and out they would expect, and the maximum weight of the trucks. Mr. Hall said it could be 5-10 trucks per day. Council member McGrath said he was less concerned with volume than with the weight. The bridge is a limiting factor, which would send large trucks into central Holly Springs. MPT Berry asked about proportionate impacts for the fees-in-lieu. Mr. Hall said it was 20% for Holly Springs New Hill/Green Oaks Parkway, 15% for Old Holly Springs Apex Rd/New Hill Rd., and 30% for Holly Springs New Hill/Ancient Oaks/Site Driveway.

Council member McGrath asked staff about the intersection coming out of Target and said it would be reasonable to let residents know that there is no plan for a light at that intersection, but there is a plan to straighten the road. Those issues are not going to become less problematic with large vehicles traveling that road. Mr. Ryan said that Kimley Horne, our Comprehensive Transportation Plan consultant is doing an in-depth study as part of the CTP to consider improvements to some of those roads. That whole corridor is one of the areas being studied as part of the CTP, and staff expects to have some recommendations on how to improve that entire corridor. MPT Berry said that would be helpful from an engineering standpoint. We are getting close with fees-in-lieu to being able to address these, particularly the "K" intersection there. We might want to start looking at grant opportunities to assist with that. We need to get ahead of some of these improvements now that we have fees coming in to assist with the projects.

Council member Kelly asked if the buffers were based on conversations with 12 Oaks residents or something the developer came up with on their own. Mr. Ryan said they were partially based on the UDO requirements and partially on conversations with staff. The UDO allows built in design standards that encourages placing buildings closer to the road, but requires double the density of the buffer. The increased buffer for the loading area stems from the UDO requirements. This lot has three frontages and without the waiver, they couldn't have loading areas. Staff encouraged them to place loading areas facing the interior streets and to increase the buffer to shield them from pedestrians. Council member Kelly asked the developer to reach out to the 12 Oaks HOA to let them know what was coming.

Action 1: Motion to adopt Resolution 21-14 to make and accept the Findings of Fact for consideration of and to approve Waivers.

Motion by: Wolff

Second by: Kelly

Vote: unanimous

Action 2: Motion to approve Oakview Innovation Park Phase 1 with the conditions stated in the agenda packet.

Motion by: McGrath

Second by: Villadsen

Vote: unanimous

Action 3: Motion to approve Oakview Innovation Park Phase 1 Developer Agreement.

Motion by: Kelly

Second by: McGrath

Vote: unanimous

7. Minutes of the Council business meeting held May 18, 2021. MPT Berry said that this was pulled from consent due to the mix-up on the Parks and Recreation Advisory Committee. There was a mis-tallying of votes. He read the correct tally. He asked if his colleagues wished to re-open this matter to reflect the nominations. He said that the Clerk has not sent out notifications, pending Council's determination of this matter. We can revert back to our balloting, and appoint the person who received three nominations, or we can move forward with the appointments we made on the 18th. Council member Kelly said she was comfortable with the appointments as they were made. Council member Wolff said he would defer the decision to the three members who nominated Mr. Ballard, and would support whatever they decide. Council member McGrath said he asked for this to be pulled from Consent for clarification. He did not want the minutes to go out showing the tabulation without an explanation. Councilmember Villadsen asked Town Attorney, John Schifano, to weigh in on whether there is any legal requirement to choose those with the most nominations. Mr. Schifano said Council can choose to nominate people any way they wish. The fact that

someone received nominations from three of you and the person chosen only received nominations from two of you, does not affect the validity of the final vote. Your ballot system is serving as a nomination process. There is no requirement. Every applicant is well qualified, and it is not a slight on anyone. The Motion was passed with a unanimous vote, so if any one of you wants to re-open the motion it is in your discretion. Council member McGrath said Council had a discussion about the candidates and agreed that they were all good candidates, so it is a win, no matter who is seated. He said he thought it would be fair to give these individuals a chance to protest, if they want. Otherwise we could stick to what we decided after our discussion. Perhaps allow these two individuals to come forward. Council member Kelly said conceptually, that's a good idea, but she was thinking of the practicalities. She said she likes that we are adding more transparency to the votes, but misses the older process when they discussed the reasoning of why they chose certain candidates. It allows future applicants to know how to apply successfully. Councilmember McGrath said that might have prevented this problem. MPT Berry said we moved to ballots for expediency and to keep track of names. It was the right thing to do to pull this for discussion and acknowledge the error, but he was not hearing much desire to reconsider the motion. If someone wants to make that motion, they can. There was an opportunity for it to be raised on the floor at the time, but for that reason will support either. Randy Harrington, Town Manager, suggested there could be another option, that, were there a vacancy during the current term, Mr. Ballard could be an automatic choice for that vacancy. MPT Berry said he liked giving him right of first refusal if there is a vacancy. Council member McGrath said this is a good idea. He still likes the balloting, but likes the idea of adding discussing the choices in open meeting. Council member Kelly asked if someone could reach out to Mr. Ballard. Mr. Harrington said staff can reach out. Consensus to keep the appointments as is, and make Mr. Ballard the *de facto* appointee if there is an opening between now and the first business meeting of December 2021.

Action: Motion to approve the minutes of May 18, 2021 business meeting with the changes discussed.

Motion by: Wolff

Second by: McGrath

Vote: Unanimous

8. Minimum Housing Ordinance – Request to defer Resolution 21-04 for 90 days to August 30, 2021. (moved from Consent)

MPT Berry said this was pulled for a technical clarification. Councilmember Kelly said that the agenda said Council was asking for a delay, but the packet said “adopt or defer” the Resolution. The home went from dilapidated to deteriorated, so there is improvement. She supports deferring for 60 days, and wanted to make sure this was clear.

Andrew Rubely, Development Services, said that the owner is making progress and is contact with staff so they support giving her more time.

Action: Motion to defer Resolution for Town Attorney to Petition Court for Compliance with the Minimum Housing Ordinance at 1113 N. Main St. for 60 days.

Motion by: Kelly

Second by: McGrath

Vote: Unanimous

OTHER BUSINESS

Mayor Pro Tem Berry said that during the budget adoption, he failed to mention, as a matter of public record, the two changes from the Manager's proposed budget. The Police Department's SRO position at Holly Springs High School is maintained and an additional Investigation position was approved. The second change was to request the disbursement of funds to the Chamber of

Commerce be subject to a presentation to Council on how the funds will be spent, their priorities and objectives. He wanted to clarify those changes for the public.

His second item was about a potential schedule change for the June 15th meeting. Because two members will be out of town, and the Mayor is likely to still be out there would not be a quorum. He suggested two options Council could take: either suspend the Electronic Meeting Policy for that one meeting, allowing a member to attend remotely; or reschedule the meeting to June 22nd or 29th. Council member Wolff said he was more than happy to reschedule to the 22nd or 29th, but he is also willing to travel back for that meeting. He said he was not supportive of suspending the Electronic Meetings policy. He said he thought meeting in person was important enough that he was willing to drive back. Council member Villadsen said he was willing to reschedule. Council member Kelly said she was willing to reschedule. Council member McGrath asked about the impact is on staff; people have already made plans and presenters have made plans. He asked the Town Manager what impact it would have to change the meeting date. Mr. Harrington said staff is happy to meet whenever the Council is willing to meet, but he would suggest the 22nd, as it would allow time for the end-of-fiscal year items that have to happen by June 30th. Planning Board meets that night, but they have been meeting virtually. Council member Kelly asked about conflicts for staff between the Planning Board and Town Council meetings. Melissa Sigmund, Development Services, said that there is currently no staff conflict, but if something came up they could see about moving the Planning Board meeting to a different time.

Action: Motion to amend the Council meeting calendar to cancel the June 15th meeting and add a meeting on June 22nd.

Motion: Wolff

Second: Villadsen

Vote: unanimous

Council member Wolff thanked staff for their flexibility.

Council member Kelly said that there is a lot going on in June, beginning with Pride month. Also, gun violence awareness is on June 4th, and she plans to wear orange. The summer is starting to happen, with kids getting out of school. Things are looking up and she is looking forward to summer.

Council member McGrath gave an update on the TJ COG meeting last week. Traffic is picking back up at RDU airport. RDU is not being funded like some of the other regional airports. He asked that anytime we have an opportunity to talk about the value of a local transit hub to our economy, that we take that opportunity. In previous years there have been more people traveling in and out of RDU than live in the state. As we look forward to regional transportation plans and talk to our colleagues in other elected bodies, include these projects. They also talked about the American Rescue Plan, and potential regional projects.

He said he appreciated those who took a moment yesterday, on Memorial Day, to remember those who didn't make it home. He asked that residents to check in on those who did make it home and make sure they're ok, and we don't lose any more of them.

MANAGER'S REPORT

Randy Harrington, Town Manager, said next week's June workshop would be a joint Planning Board Town Council meeting. Updates on the UDO and the CTP would be presented to and discussed with both boards.

He said that we are all enjoying the opportunity to get back to doing things we enjoy. The music series at the Cultural Center starts Friday, June 4th with the Rt. 55 Jazz Orchestra, from 6-9. This is a family friendly music series. On June 5th, at the Farmers Market, there will be a petting zoo from 9:30 to 11:30 sponsored by Nurtured Nest.

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

318.11(a)(3) to consult with the attorney on two litigation matters, *Meritage Homes v. Town of Holly Springs* and *Matemu v. Brienzi, Tew, Harrington, Herring, and Town of Holly Springs*.

Motion by: Wolff

Second by: Villadsen

Vote: Unanimous

- *General Account* –

Irena Krstanovic, Director of Economic Development, gave an update on two economic development projects and received guidance on negotiations from Council.

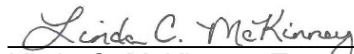
Town Attorney, John Schifano, updated Council on a potential litigation matter and a settlement offer.

- *End of General Account*

Motion to leave closed session was made by Council member McGrath, seconded by Council member Wolff, and passed with a unanimous vote.

Adjournment: Council member Wolff made a motion to adjourn at 9:55 pm. It was seconded by Council member McGrath and passed with a unanimous vote.

Respectfully Submitted on Tuesday, June 22, 2021.



Linda C. McKinney, Town Clerk

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

Mayor and Council Workshop

6 p.m. June 8, 2021

Holly Springs Law Enforcement Center and Zoom



MINUTES

The Holly Springs Town Council held a budget workshop meeting on Tuesday, June 8, 2021 at the Law Enforcement Center and via video conferencing. Mayor Pro Tem Berry presided, calling the meeting to order at 6:00 p.m. A quorum for Town Council was established as five Council members and four Planning Board members were present as the meeting opened.

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

Council Members Absent: Mayor Sears.

Planning Board Members Present: Ernie Carpico; Van Crandall; Chris Deshazor; and Thomas Urquhart;

Planning Board Members Absent: Joanna Holder; Rick Madoni; Courtney Patterson; Dana Rybak; and Mark Stuckey

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

1. Overview: Randy Harrington gave an overview of the meeting agenda.

2. Comprehensive Transportation Plan (Joint with Planning Board)

Emmily Tiampati, Development Services, said the purpose of this item was to update Council and Planning Board on the draft development of a Traffic Impact Analysis Policy. She introduced Kevin Dean, of Kimley Horne, the consultant on the CTP update. Mr. Dean said that the Comprehensive Transportation Plan (CTP) update was in its second phase, Multimodal Assessment and Recommendations. The next phase will be Action Plan and Documentation, followed by Adoption in early 2022. Tonight he wants to talk about an update to the Traffic Impact Analysis (TIA) Policy. He gave an overview of the differences between the CTP and the TIA policy, and why the CTP and TIA Policy are important to the Town. He outlined the typical TIA process currently in use. He said that a TIA Policy that outlines study requirements and standards would formalize the process to provide transparency to developers and the community, and to supply a preferred approach to how TIAs are performed and reviewed.

Mr. Dean compared the current TIA process to an alternate process that would change the preparation of the TIA from the Developer's consultant to the Town's consultant, and the review of the TIA from the Town consultant to the Developer's consultant. He outlined the pros and cons of making the change and outlined national and local practices in this regard. He said feedback was requested from Council on which process to use, Town consultant, or Developer consultant. In either case there will be a TIA policy that clearly defines the process.

Randy Harrington, Town Manager, asked Mr. Dean to comment on what this means from a funding perspective. Mr. Dean said that currently, both the study and the review are paid for by the applicant. In most municipalities, this remains the same in the flipped scenario. There are places with a hybrid process, where the Developer pays a portion of the cost of the study. But in general, towns do not see a difference in cost of the two processes. The Developer is going to pay for the study either way. If a Developer chooses not to hire a consultant to review the Town's study, there could be some cost savings for them in the alternative process.

Council member Kelly asked about whether the timing of TIAs would change and whether they would need to go to the Technical Review Committee (TRC). Elizabeth Goodson, Development Services, said that TIAs are required to go forward with a rezoning, but not all TIAs go to TRC. And it is usually too early in the process.

Van Crandall, Planning Board, asked if there was a difference in which process was used for municipalities that have the authority to collect impact fees from those who don't. Mr. Dean said he was not aware of any clear differences between municipalities that do and do not have that authority.

Chris Deshazor, Planning Board, confirmed that the cost would be the same for both processes. The difference could be that Developers might choose not to review the TIA. Mr. Dean said yes, that developers could choose to go back and review if they thought a TIA was not fair, but could also choose not to review.

Council member Kelly asked if this would create more work for staff. Ms. Goodson said the Town would hire a consultant to do the study, so it would not add work for staff. Council member Kelly asked if having our own consultants would improve the TIA traffic distribution recommendations. Ms. Goodson said that if we had our own consultants they would be more familiar with the Town and traffic patterns, so there could be a better outcome. Mr. Dean said that it helps to have that local knowledge of the area. Having a strong process means that the inputs being the same, and the process ends up being more fair and transparent.

Thomas Urquart, Planning Board, asked if the Town would have one consultant or a pool of consultants. Mr. Dean said it depends on what the Town wants to do. Some municipalities have only one, and others with more projects coming in have a pool of consultants.

Council member Wolff asked if the alternate process would be bid out to choose consultants. Ms. Goodson said there would be an RFP, as staff currently does for the review. John Schifano, Town Attorney, said we usually make these agreements for three years. Council member McGrath said there would be value in having a pool of consultants, if we were going to have a 3-year agreement.

Council member McGrath asked about large projects that have regional impact. He said that CAMPO, and NCDOT, and other regional organizations tend to look at the CTP, and we are on the short end of the stick at this point. He asked how this information will be fed to the regional organizations. Mr. Dean said this is a tough question. It comes down to relying on the partners at those agencies to ensure that everything has been accounted for when they do their studies. With some of these large-scale projects, longer build out timeframes and longer horizon years give a better result. But it is a difficult situation. A tiered system is something that is being considered and will come back when we address the details of the policy drafting in the future.

Chris Deshazor asked if the length of time a TIA is valid would be changed in this policy. He said Planning Board has seen 7-year old TIAs that were relied on for a project. Mr. Dean said that would be part of the policy. But it is a balance to decide what is included and how much of the impact is accounted to a given project.

Council member Villadsen asked how we know that a TIA was successful, and can we incorporate oversight into the project so that it becomes more accurate. The general perception is that it is not working. Mr. Dean said a lot of this is based on traffic counts and then assumptions that consultants have to make. But having a consistent process makes sure that

less gets missed and the results are more consistent. He said he doesn't know if you could ever make everyone happy. Council member Villadsen asked how it would incorporate the 'death by a thousand cuts' impact of several small projects that add up to a big impact. Mr. Dean said if we tier the process and the growth rate is appropriate, it should account for all the projects that are too small to impact a traffic study, or those outside of the study area. The goal of the CTP is to anticipate the traffic growth and have the improvements made so that the streets will handle that traffic.

Council member McGrath asked how to bring in the regional data that is out there, cell phone data, etc. You could use that data ahead of a project, and after its completion, to see if a TIA was accurate. Mr. Dean said there is a lot of information, but we need to decide how to use it. Using every possible data source can actually cause more confusion and skew the results. You need to look at relevant data and parse it to achieve the result.

MPT Berry said he was struggling to see how the output would be different between these two processes. Mr. Dean said this was in front of Council to decide which process – there is no recommendation. He asked how comfortable Council is with the results they are seeing. Would they trust it more if it comes from the Town's consultant, or the Developer's consultant? The results can be the same if you have a strong policy that outlines the criteria.

Council discussed the two processes and which would give them more control over the outcome. There was discussion around which process would be easier on staff, and which process would result in residents having more confidence in the TIA, and improving accountability.

The consensus of Council was to move to the alternate process, where the TIA study is conducted by the Town's consultant, and the review of the TIA is conducted by the Developer's consultant.

Chris Deshazor asked how the Developers feel about the alternate process, and if there were developers who won't go to a place because of this. Mr. Dean said while anything is possible, if you have a clear policy, the result is going to be the same no matter who does the study. At the end of the day, most developers are ok with either process, if they are interested in doing a project. If there isn't a clear process, this is more of a problem for developers, but with a strong policy, they see that it is fair.

3. Unified Development Ordinance Update (Joint with Planning Board)

Melissa Sigmund, Development Services, said the purpose of this item was to update Council on the work thus far on the update of the UDO, and to receive feedback from Council. She gave a review of what has happened to date, leading up to tonight's discussion.

Ms. Sigmund said that some sections have been drafted, including Purpose & Applicability; Districts; Use Provisions; and Violations & Enforcement. Parking and Driveways and Definitions are partially complete. Next up are Tree Preservation & Landscaping, and Parks & Open Space.

Ms. Sigmund talked about the consolidation and translations of proposed zoning districts make the UDO more user friendly, and less text heavy. She showed an example of a new Use Table, and how it simplified the process of finding out what is and isn't permitted in a particular zoning. This should make the UDO more user friendly. She then showed some Dimensional Standards for Residential zoning, which includes height of buildings, setbacks, etc. She explained the changes from the current UDO and the reasoning behind those changes.

Ms. Sigmund said that other updates with Strategic Plan connections are to housing and sustainability. For housing, the updates attempt to balance community character and housing

needs while ensuring quality open space, preserving aesthetics and allowing flexibility and supporting housing options. Sustainability will be addressed in conjunction with the CTP, and staff is considering reduced pavement for alleys, ease of access for PV Solar, and green stormwater improvements, which can provide improved aesthetic as well as improved functionality. The UDO update is working in concert with the Comprehensive Transportation Plan update regarding road cross-sections, utilities, and sidewalk gaps. It will work by pointing toward the CTP, so that there is no question that it is a legally adopted standard.

Ms. Sigmund said that tonight staff was looking for feedback on four areas: architectural standards; food trucks; schools; and street trees.

1. Architectural standards: Council and Planning Board were asked if they were happy with the products received (not the process) as it currently stands.

Council member Kelly asked if there would be changes in the Village District. Ms. Sigmund said there is a Village District Update coming up. The smaller commercial district of downtown will still be treated as a separate district, but the larger Village District area could be tweaked.

Planning Board member Ernie Carpico said he thinks things are working well. Council member Villadsen said he was happy with the current architecture. MPT Berry said he gets constituent feedback about “cookie cutter” development. He would like there to be more innovation. He would like to see the color pallet allow more variation. Council member Wolff said he wondered if different standards and color pallets in different parts of town, to give neighborhoods more of an identity, would be a good idea. Not overly restrictive, but to make it easier for developers to be innovative. Councilwoman Kelly asked how prepared the Town was to accept something very different – more modern – and asked if that difference was in residential or commercial. Ms. Sigmund said the Town could continue the practice that one-off developments need to look at their immediate neighbors and be compatible. The goal is to require that we get high quality development that is not quickly dated, and can be used in the future with minimal renovation.

2. Food trucks: Ms. Sigmund said that prior to the UDO rewrite staff had started work on an Ordinance, but thought it best to include in the overall rewrite. Unless Council has particular questions or concerns, the consultant will proceed with streamlined regulations. Council member McGrath asked if there was any upcoming legislation at the state level on food trucks. John Schifano, Town Attorney, said there was none that he was aware of. Historically Holly Springs has required that food trucks be tied to an area. Ms. Sigmund said our current method is through a temporary use permit for a particular time and place. We may want to look at specific regulations around food refuse, generators, etc. that are not in place currently. Council member Kelly said she would like to dive deeper into this because food trucks can be so loud that being near a residential area is a problem. Also are there rules about where they can park their truck when not in use? Mr. Schifano said there can be disputes between food trucks if “their space” is taken by another truck. Raleigh licenses them to particular locations, with a yearly lottery. If we get enough of these, we will have those issues. It is probably enough for our purposes here to say we are softening our food truck stance. Ms. Sigmund said there seems to be interest in bringing this issue back to Council. Staff can have the consultant draft something and bring it back to Council through a memo or something so that you can see it before the larger chunk of the Ordinance comes back to you. Council members Kelly and Wolff expressed interest in seeing what other locations are doing. MPT Berry said regulating food trucks in neighborhoods is probably an HOA issue. He wants to avoid a Raleigh-style raffle. He doesn’t

hear a lot of complaints about what we have, but agrees with making it less restrictive while still upholding the standards our residents expect. Staff is heading in the right direction, but he would like to get documentation of what other municipalities are doing. Council member Villadsen said he would like staff to educate Council on what our restrictions are and what other municipalities do. Council member McGrath said it would be helpful to address the HOA side too, so Council knows what is permitted on Town property and in HOAs.

3. Schools: Ms. Sigmund said that currently schools are a special exception use (will be “special use” in the new statute). She asked if Council want to leave it this way, or transition it into a permitted use. We currently have great communication with Wake County Public Schools, but we have to remember that private and charter schools must be treated the same as public schools. Keeping this as a special use permit allows Council more control especially around private and charter schools. Council member Wolff said we have evidence that keeping it special use allows input from the public and he believes that getting feedback is preferred. Consensus of Council was to keep schools as a special use. Chris Deshazor, Planning Board, also stated that he would like to keep schools as a special use.

Ms. Sigmund said the other consideration is whether we allow schools to be located in commercial zoning, or kept them residential areas. Staff recommends keeping them in residential districts. Council consensus was to keep schools in residential zoning.

4. Street Tree regulations: Ms. Sigmund said that staff recommends some flexibility for residents and HOAs in replacing street trees, while keeping the aesthetics. Staff recommends varying the species in replanting, to keep the height and shape, and main characteristics uniform, but giving flexibility to use other species with these characteristics to replace trees that need replacing. This would allow a tree to be replaced with a different species that was not successful in a particular location with a species that would be more successful. Consensus of Council was to allow this flexibility. Council member McGrath said that the flexibility needs to allow for the urban setting and not to allow trees that will be destroying sidewalks and other infrastructure. Ms. Sigmund said the Town needs to look at whether root guards are actually working, and whether we need wider planting strips to keep trees from damaging infrastructure, and other questions. This would be a multi-prong approach.

Ms. Sigmund said that next steps would be ongoing community engagement, in-person and virtual, throughout the summer, and drafting the second part of the Ordinance, with the full Ordinance coming to a joint draft work session of Council and Planning Board in the late summer or fall of 2021. Revisions would then be made according to feedback, with the Planning Board recommendation, followed by Council adoption of the Ordinance in the fall or winter of 2021 and the zoning map adoption in the winter of 2021-22.

MPT Berry asked if the draft work session would be the place to talk about zoning districts, lot sizes, the full ordinance. Ms. Sigmund said that the whole Ordinance would be discussed then. Council and Planning Board can expect deep dives with the consultant presenting to them and having discussions on the details. As drafts are rolled out there can be opportunities for less formal discussions along the way, so that we can discuss smaller areas of the Ordinance. Chris Deshazor asked if there was anything in the UDO about electric charging stations, because Planning Board hears a lot about them. Ms. Sigmund said that will be included in the Ordinance, in parking standards or requirements about where they would be needed based on the size of a given project. Council member McGrath asked Town Attorney,

John Schifano if the Town will run into any problems with the tree ordinance given what's going on in the General Assembly. Mr. Schifano said that if the very limiting legislation passes, then we are dead in the water with regulation and will have to relook at our tree ordinance and change it to more of a landscaping ordinance. We are not prejudicing ourselves by tweaking what we have now.

4. Potential Landfill Odor Metrics

John Mullis, Public Works, said the good news is that Wake County has become much more engaged in this since the last time he spoke to Council. The purpose of this item is to share proposed Landfill metrics to establish benchmarks to assess effectiveness of South Wake Landfill operations and response. Monthly facilitated conversations have been ongoing between representatives of Wake County, GFL, and Holly Springs, facilitated by George Alwon. Councilwoman Kelly said that Matt Calabria and John Robinson wanted to be part of the conversation, so they requested a facilitator. They decided that the purpose of the group was to identify root causes of odors, improve the process of communicating with residents and Council, implement short-term (12-18 months) on-going, and long-term goals that can be measured, and find a mutually agreed-upon definition of success and how it will be measured. Council member McGrath said the long-term life of the landfill is beyond the current contract date of 2033. But they are looking at 2045, potentially extended to 2060. But what the group could agree on is getting actual metrics, instead of perceived metrics. They are investing in additional eNose sensors to be placed in locations around town that have the most complaints. GFL said that they are currently following best practices of landfills that are in close proximity to populations. There were some things that they brought to the table, including heavier membranes to temporarily cover areas of the landfill, at a cost of \$4 million.

Council member Kelly said that success was defined as minimizing odors and negative impact on quality of life; that Holly Springs community and the landfill can coexist; building trust with residents through effective communications, and establishing metrics and means of monitoring that all stakeholders can agree on. These are things that they are currently working on. The group as a whole wants to find solutions.

Mr. Mullis said this has been defined as a joint collaboration. In working on what we would like to ask, the analyzing of Wake County data from September 2016 to May of 2021 continues. The group is working to decide what metrics would support improving the quality of life for residents of Holly Springs for the life of the landfill. Collaboration work on metrics is to begin with Wake County in upcoming meetings. Council member Kelly shared data collected around frequency of reports by date and neighborhoods. Many days the Town is over the 20-complaint threshold that Wake County considers a "bad day". 12 Oaks and Arbor Creek are the main neighborhoods with consistent issues. She shared the percentage of valid vs. invalid complaints from 2020 and 2021. There is an issue with how many complaints are considered valid vs. invalid, and how that determination is made. She then showed the frequency of morning vs. evening reports for different neighborhoods. This showed that the complaints are consistent, not just in morning or evening. Mr. Mullis said the Town is asking them to provide more operational information, such as when they opened the landfill early due to a holiday. Council member McGrath said that getting the eNose sensors installed would improve this because it should validate some of those "invalid" complaints. Mr. Mullis said that we have a concern about this model, and are asking that they accept all reports and use some percentage to decide validity.

Mr. Mullis said the recommended benchmark for frequency of complaints would utilize pre-2020 data to establish targets of no more than 100 complaints per month and zero days of 20 or more complaints. Council member McGrath said that we need to have the discussion as to the proper level, because as the population grows, the chance for more complaints grows.

Mr. Mullis said that we are concerned about the distance/intensity of complaints. Wake County wants to say ½ mile, but we are looking at distances of within ½ mile, 1 mile, and 1 ½ miles and weighting the results based on distance. Council member Kelly said that odor reported from farther away might need to be weighted higher, as you shouldn't be smelling the landfill from three miles away.

Mr. Mullis said the Town needs to get agreement with Wake County on how to capture metric data and how to report it. Questions include how eNose Technology will help to report data, where the middle point of the landfill is for the purpose of measuring distance from the landfill, and incorporating "valid" and "invalid" records in some of the metrics. He then requested that Council endorse the benchmarks to allow them to be introduced during the June 15th facilitated meeting with Wake County, and determine next steps for the Landfill Sub-Committee.

Council member Kelly asked what Council wanted to do with the sub-committee, which includes members of the public who are highly invested in this issue. But there was discussion of disbanding the committee. Her recommendation was to use the sub-committee to validate the metrics, but not use them to gather the metrics. Council member McGrath said he was glad that there are residents that want to engage with this. He thinks it would be valuable for them to join the monthly meetings that the landfill has, because the current committee is gaining traction. Council member Kelly said some of the residents on the sub-committee also attend those meetings, and do not feel like it is the same; the committees are doing different work.

MPT Berry asked for clarification on what the benchmarks are. Council member Kelly said what we have are concepts, not specific data, because we are working with Wake County to come up with the exact numbers. Mr. Mullis said that with Wake County now working with us, it is a more collaborative process and we are working on metrics together. At some point he assumes that Council will see something presented to them and something will be presented to the Wake County Board of Commissioners. This isn't a tight specific request. MPT Berry clarified that there are not specific metrics, but Council is being asked to buy in to the process.

Councilman Villadsen said his question was how do we differentiate the metrics reported by residents from the metrics reported by eNose, because they are two completely different things. He asked if how to separate them was going to be discussed. Council member Kelly said it would absolutely be discussed.

Randy Harrington, Town Manager, said that from his perspective, it feels like there is a frequency component, and an intensity component. Conceptually, these are a framework to measure, but the work with the County remains to fine tune this and come up with specific metrics.

MPT Berry said it makes sense to lean into these two variables in conversation with the other two parties. Council member Wolff said he was very grateful for the work the group has done. He agrees that we are moving in the right direction and is happy to move forward.

MPT Berry said the second action is to decide what to do with the sub-committee. At the March workshop the Council agreed on a 75-day action period for the sub-committee to do their work and report back. He said it was his understanding that the work of the sub-committee was completed at this point. Council member Kelly said she was asking what Council wants. The work was to do the metrics, but Wake County has taken that over and there are other things that could be done. She wanted to close the loop, but these residents can be in regular contact with her in other ways. Council member Wolff said he believes that the staff group is doing the work and the sub-committee can be disbanded. Council member McGrath said he thinks the group has done its work but Council members can continue to receive impact form constituents across the board. We can transition to the working group with the County and the GFL. Consensus was for updates on an *ad hoc* basis from the individuals involved in the committee, and to expand it out to all residents, but that efforts from the Council be directed to the new workgroup with the County and GFL. Council member McGrath said he hopes that when the Communications Director is onboard with the County that education will ramp up. Council members Kelly and Wolff complimented John Mullis on his work and said that things have accelerated since he came on board.

OPEN DISCUSSION

MPT Berry asked the members of the Planning Board if there was anything on their minds. Chris Deshazor said there was lots of chatter on Lowe's and the change in the road patterns, and excitement about the Hospital. Scott Chase, Assistant Town Manager, said Lowe's may open slightly before the roads open. But they will be minor things, not an impediment to travel. Currently they are at an end of June opening with a Grand Opening in early July. MPT Berry asked staff to put some communication out before that happens.

Van Crandall, Planning Board, said there had been discussions in the past when questions came up about landfill odors coming up at 12 Oaks and the response was that there were none. Chris Deshazor said that was not 12 Oaks, it was the affordable housing discussion for the project near Ting Park. Council member Kelly said it wasn't that there were no odors, but that the odor problem was broader than that.

Council member Villadsen asked if there were any issues with the Ralph Stephens closing. Scott Chase said it was closed for utilities work for all the projects in that corridor. It would be closed for one week. It is for the sewer project that will open up capacity for Lowe's and Wegmans.

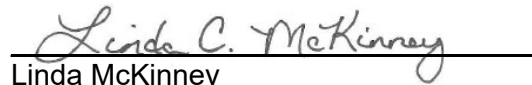
Council member Kelly asked if the Chamber would be present at the meeting on the 22nd. Randy Harrington, Town Manager said they would be there. MPT Berry said the Mayor was planning to be at that meeting also.

Randy Harrington, Town Manager said that new development software is going to be implemented that will be a big help on the staff side, but also on the developer side. But it will have an impact over a few days. Scott Chase, Assistant Town Manager said CityView is going live on June 28th. As a result there are some aspects of Development Services that will be stopped during the training period while data is migrated from the old software to the new software. We have to do it Weds. – Fri. due to the contract, and those extra weekend days will help if there are issues to get them solved prior to going live. We will only process permits on an

emergency basis during those three days. This gives us time for intensive training for our inspectors. We have started aggressive communication with the development community and are pushing information out to the public. At the June 22nd meeting he will talk about the software more in detail.

5. Adjournment: There being no further business for the evening, Motion to adjourn was made by Council member McGrath second by Council member Wolff and passed with a unanimous vote. The June 8, 2021 meeting of the Holly Springs Town Council was adjourned at 8:47 pm.

Respectfully Submitted on Tuesday, June 22, 2021.


Linda McKinney
Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

Consent Agenda

Title: End of Fiscal Year Budget Amendments

Strategic Priority Area: Organizational Excellence

Staff Resource: Corey Petersohn, Finance

Action(s):

Approve the attached end year budget amendment for Fiscal Year 2020-21.

Adopt the following capital project and reserve fund ordinances based on the Community Investment Plan (CIP) in the Town Council approved fiscal year 2021-22 budget:

- (21-15) PAYGO or "Pay-as-you-go" Fund
- (21-16) Grants and Special Revenue Fund
- (21-17) Parks Projects
- (21-18) Street and Sidewalk Projects
- (21-19) Town Building Projects
- (21-20) Water Projects
- (21-21) Waste Water Projects
- (21-22) Parks and Recreation Capital Reserve Fund
- (21-23) Stormwater Capital Reserve Fund
- (21-24) Streets Capital Reserve Fund
- (21-25) System Development Fee Capital Reserve Fund
- (21-26) Waste Water Capital Reserve Fund
- (21-27) Water Capital Reserve Fund
- (21-28) Business Park Projects

Explanation:

- End-of-year budget amendments are necessary to perform technical "clean-ups" and adjustments for year-end reporting, audit purposes, and transfers to project funds and reserves.
- The reserve transfers will be determined on the last day of the fiscal year based on the availability of funds.
- These amendments are requested to be approved "up to" amounts shown on the attached amendment.
- This year's end-of-year budget amendment includes:
 - Transfer of \$50,000 for 311 Planning to PAYGO
 - Transfer of \$81,500 for I540 Small Area Plan to PAYGO
 - Amending \$200,000 for Lowe's Infrastructure Reimbursement Agreement

- Routine operating budget adjustments for changes to salaries and benefits
- Adjustments and technical corrections to cost allocation amounts between funds
- Adjustments to revenue projections to allow for budgeting "up-to" transfers to water and sewer reserves
- Debt Service fund technical corrections and transfers to account for changes to accounting structure, new bond debt management, and project close-out funds
- Miscellaneous operating budget adjustments for increased costs (all such changes are balanced with savings and cost allocations from other accounts)
- All amendment items maintain a balanced budget.
- Updated capital project and capital reserves ordinances are adopted to include any end of year transfers as well as budgeting for capital projects approved by Town Council in the FY2021-22 Community Investment Plan (CIP).
- Capital project ordinances are re-appropriating existing capital projects plus new items approved in the FY2021-22 budget.
- Some notable items included in the Capital Project Ordinances:
 - Limited Obligation Bond (LOB) funding for the FUJIFILM Diosynth Biotechnologies economic development project
 - Grant funding from the Golden Leaf Foundation for sewer improvements related to the FUJIFILM Diosynth Biotechnologies economic development project.
 - Anticipated utilization of the first installment of funding from the American Rescue Plan (ARP) Act for water and sewer infrastructure projects pending further guidance from the U.S. Department of Treasury
 - General Obligation Bond funding for transportation and parks projects as approved in the CIP

Background:

- Capital project ordinances appropriate multi-year funds per N.C.G.S. chapter 159 section 13.2
- Capital project ordinances remain in effect until closed out or superseded by a new ordinance.

Funding Source(s):

- Budget amendment for various operating and reserve fund funding sources.

Attachment(s):

1. FY21 End-of-Year Budget Amendment
2. 21-15 PAYGO Projects
3. 21-16 Grants and Special Revenue
4. 21-17 Parks Projects
5. 21-18 Street Projects
6. 21-19 Town Building Projects
7. 21-20 Water Projects
8. 21-21 Waste Water Projects
9. 21-22 Parks Reserve
10. 21-23 Stormwater Reserve
11. 21-24 Streets Reserve
12. 21-25 System Development Fee Reserve

13. 21-26 Waste Water Reserve
14. 21-27 Water Reserve
15. 21-28 Business Park Reserve

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: Finance **Date:** 6/22/2021

Reason for Budget Amendment:

This is an end-of-year budget amendment to clean-up any remaining financial concerns and transfer funds to projects and reserves. Adjustments maintain a balanced budget.

Expense			
Account #	Account Description	Increase	Decrease
10-412-11-12.01	Town Manager - Professional Fees (311 funding)		\$ 50,000
10-417-12.05	Development Serv - Contract Services (I540 Plan)		\$ 81,500
10-95	Transfers Out (Transferring to PAYGO)	\$ 131,500	
10-412-12-01.01	Admin - Human Resources Salaries		\$ 10,000
10-412-11-01.01	Admin Department Salaries	\$ 10,000	
10-411-01.01	Communications and Marketing Salaries	\$ 45,000	
10-412-12-01.01	Admin - Human Resources Salaries		\$ 25,000
10-412-14-01.01	Admin - Town Clerk Salaries		\$ 20,000
10-415-01.01	Code Enforcement Salaries	\$ 20,000	
10-416-01.01	Economic Development Salaries	\$ 5,000	
10-413-01.01	Finance Salaries		\$ 5,000
10-422-21-01.01	Public Works - Fleet Salaries	\$ 5,000	
10-422-22-01.01	Public Works - Streets Salaries		\$ 15,000
10-425-30-01.01	Public Works - Facilities Maint Salaries	\$ 10,000	
10-425-39-01.01	Parks and Recreation - Admin Salaries	\$ 10,000	
10-425-26-01.01	Parks and Recreation - Park and Field Salaries		\$ 10,000
10-410-20.05	General Fund Central Serv - Utilities Street Lights	\$ 30,000	
10-410-82.03	General Fund Central Serv - Misc Wellness		\$ 30,000
10-95.21	Transfer to Parks and Rec Reserve		\$ 115,833
10-411-82.99	Communications - Cost Allocation	\$ 26,146	
10-412-14-82.99	Town Clerk - Cost Allocation		\$ 26,146
10-412-11-01.10	Town Manager - Cost Allocation		\$ 3,962
10-412-11-82.99	Town Manager - Cost Allocation		\$ 11,885
10-415-01.10	Code Enforcement - Cost Allocation		\$ 12,147
10-417-01.10	Planning - Cost Allocation		\$ 73,628
10-422-24-01.10	Public Works - Cost Allocation		\$ 10,105
10-432-01.10	Engineering - Cost Allocation		\$ 158,850
10-413-12.01	Finance Professional Fees	\$ 16,000	
10-413-37.02	Finance Worker's Comp	\$ 4,577	
10-96	Transfer to Debt Service Fund	\$ 250,000	
60-413-8510.000	General Fund Debt Service - Finance	\$ 825,920	
15-90.02	Capital Outlay Vehicle	\$ 3,000	
30-412-11-01.01	Utility Fund Admin Salaries	\$ 5,000	

30-434-34-01.01	Utility Fund WWTP Salaries		\$ 35,000
30-413-42-01.01	Finance Water Meters Salaries	\$ 10,000	
30-433-01.01	Water Quality Salaries	\$ 10,000	
30-434-36-01.01	Water - Lab Salaries	\$ 10,000	
30-434-37-01.01	Water - Collections Salaries		\$ 3,000
30-440-40-01.01	Water - Storage and Vaults Salaries	\$ 3,000	
30-432-12.05	Engineering Contract Services (Lowe's Agreement)	\$ 200,000	
30-95.24	Transfer to Waste Water Reserves	\$ 378,000	
30-413-42-90.01	Finance Water Meters - Capital Outlay Equipment		\$ 96,000
30-410-81.01	Utility Fund Credit Card Billing	\$ 40,000	
30-410-20.02	Utility Fund Cell	\$ 5,000	
30-410-20.03	Utility Fund Electric	\$ 5,000	
30-422-21-41.02	Utility Fund Fleet Maint. Vehicle Repair	\$ 1,000	
30-410-20.06	Utility Fund Central Services Water/Sewer	\$ 2,000	
30-410-01.10	Utility Fund Cost Allocation - Personnel	\$ 431,943	
30-410-82.99	Utility Fund Cost Allocation - Operating		\$ 431,943
30-432-01.10	Utility Fund Cost Allocation - Personnel	\$ 410,000	
30-95.23	Utility Fund Transfer to Water Reserves	\$ 378,000	
30-434-34-30.02	Utility Fund WWTP Sludge Removal	\$ 30,000	
30-434-35-62.08	Utility Fund Pump Stations Chemicals	\$ 60,000	
30-95.71	Utility Fund Transfer to System Dev Fee CRF		\$ 2,200,000
31-410-81.01	Stormwater Fund - Credit Card Billing	\$ 1,000	
31-95.27	Stormwater Transfer to Stormwater Reserves	\$ 146,000	
31-410-01.10	Stormwater Cost Allocation - Personnel	\$ 35,647	
31-410-82.99	Stormwater Cost Allocation - Operating		\$ 35,647
60-81.02	Debt Service - Property Tax Collection Expenses	\$ 3,000	
60-413-82.09	General Fund Debt Service Issuance Costs	\$ 75,260	
60-418-8520.001	General Fund Debt Service LOB Principal	\$ 100	
60-420-8515.014	General Fund Debt Service Installment Purchase	\$ 8,000	
60-425-8510.001	General Fund Debt Service Installment Purchase	\$ 100	
60-425-8510.002	General Fund Debt Service Installment Purchase	\$ 100	
60-425-8510.003	General Fund Debt Service Installment Purchase	\$ 4,000	
60-425-8515.003	General Fund Debt Service Installment Purchase	\$ 500	
60-425-8515.005	General Fund Debt Service Installment Purchase	\$ 85,000	
60-432-8520.001	General Fund Debt Service LOB Principal	\$ 100	
61-430-82.09	Utility Fund Debt Service Issuance Costs	\$ 46,000	
61-430-8515.015	Utility Fund Debt Service Installment Purchase	\$ 28,000	
61-430-8545.002	Utility Fund Debt Service Revenue Bond Interest	\$ 18,000	
Total Expense:		\$ 3,821,893	\$ 3,460,646

Revenue			
Account #	Account Description	Increase	Decrease
10-320.01	General Fund - Building Permits	\$ 20,000	
10-323.01	Development Fee - Parks and Rec		\$ 115,833
10-311.01	Ad Valorem Current Year		\$ 1,315,000
10-311.05	Ad Valorem Vehicles	\$ 1,300,000	
10-311.03	Ad Valorem Taxes Deferred	\$ 15,000	
10-318.07	Public Safety On Behalf Payments	\$ 1,000	

10-318.05	Public Safety Violations Revenue		\$ 1,000
10-340.14	Other Revenue - Parks and Rec Donations	\$ 10,200	
10-340.16	Other Revenues Parkin Deck Maintenance	\$ 6,975	
10-340.17	Other Revenues Reimbursement	\$ 55,000	
10-322.19	Other Fees Returned Check	\$ 100	
10-340.11	Other Revenues Procurement Card		\$ 30,000
10-340.12	Other Revenues Fiber Optic Lease		\$ 42,275
60-355.02	Gen Fund Debt Service - Gen Fund Transfer In	\$ 250,000	
60-355.01	Gen Fund Debt Service - Transfer In	\$ 270,000	
60-355.20	General Fund Debt Service - Transfer In from SRF	\$ 305,920	
15-352	Powell Bill Interest on Investment	\$ 3,000	
30-305.01	Utility Fund Water Sales Residential	\$ 400,000	
30-305.02	Utility Fund Water Sales Commercial	\$ 100,000	
30-305.04	Utility Fund Water Sales Industrial	\$ 90,000	
30-305.05	Utility Fund Water Sales Builders	\$ 15,000	
30-306.01	Utility Fund Sewer Sales Residential	\$ 350,000	
30-306.02	Utility Fund Sewer Sales Commercial	\$ 70,000	
30-306.04	Utility Fund Sewer Sales Industrial	\$ 90,000	
30-306.05	Utility Fund Sewer Sales Builders	\$ 4,000	
30-308.01	Utility Fund Tap Fees Water Taps	\$ 30,000	
30-308.02	Utility Fund Tap Fees Sewer Taps	\$ 24,000	
30-322.10	Utility Fund Other Fees Water Permit Fees	\$ 1,000	
30-322.14	Utility Fund Other Fees Water Meter Fee	\$ 140,000	
30-322.16	Utility Fund Other Fees Delinquent Fee	\$ 9,000	
30-322.24	Utility Fund Other Fees Lab Testing Fees	\$ 46,000	
30-322.27	Utility Fund Other Fees Expedited After Hours	\$ 10,000	
30-322.32	Utility Fund Other Fees Reclaimed Inspection Fee	\$ 4,000	
30-340.01	Utility Fund Other Revenues Misc Rev	\$ 3,000	
30-340.06	Utility Fund Sale of Assets	\$ 27,000	
30-322.05	Utility Fund System Dev Fee Water		\$ 1,020,000
30-322.30	Utility Fund System Dev Fee Sewer		\$ 1,180,000
31-352	Stormwater Fund Interest on Investment	\$ 4,000	
31-320.17	Stormwater Development Fees SFRF	\$ 76,000	
31-323.53	Stormwater Fees-in-Lieu	\$ 27,000	
31-324.10	Stormwater Fees Residential	\$ 38,000	
31-324.15	Stormwater Fees Non-Res	\$ 16,000	
31-320.11	Stormwater Review/Permit Fee		\$ 14,000
60-311.01	Gen Fund Debt Service Fund Ad Valorem		\$ 350,000
60-311.02	Gen Fund Debt Service Fund Prior Year Ad Valorem	\$ 4,000	
60-311.03	Gen Fund Debt Service Fund Ad Valorem Interest	\$ 4,000	
60-311.04	Gen Fund Debt Service Fund Ad Valorem Deferred	\$ 860	
60-311.05	Gen Fund Debt Service Fund Taxes Vehicle	\$ 507,000	
60-352	Gen Fund Debt Service Fund Interest on Investment	\$ 10,300	
61-352	Utility Fund Debt Service Interest on Investment	\$ 4,301	
61-355.11	Utility Fund Debt Service Approp from Balance	\$ 1,099	
61-355.01	Utility Fund Debt Service Transfer In	\$ 86,600	
Total Revenue:		\$ 4,429,355	\$ 4,068,108

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.



THE TOWN OF

Holly Springs

Ordinance Number: 21-15

Date Adopted: June 22, 2021

Effective Date: June 22, 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, Americans with Disabilities Act (ADA) improvements, and vehicle replacements.

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	50,000
Public Facility Projects	295,000
Town Projects	631,500
Sidewalk and Streets Projects	540,000
ADA Projects	55,000
Vehicle Replacements	261,000
Total	1,832,500

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

PAYGO Fund	
Revenues:	
General Government Revenues	1,832,500
Total	1,832,500

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.

SECTION VII: The Town Manager is authorized to amend expenditures within the 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 June 22, 2021 in accordance with the laws of the State of North Carolina.

Adopted this, the 22nd day of June 2021.

Attested to:



Dick Sears, Mayor

Linda McKinney, Town Clerk



THE TOWN OF

Holly Springs

Ordinance Number: 21-16

Date Adopted: June 22, 2021

Effective Date: June 22, 2021

Establishment of Grants and Special Revenue Fund 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 grants and special revenue project fund ordinance is hereby adopted:

SECTION I: The project authorized by this ordinance consists of general government projects funded by donations, grants, and local, state, and federal restricted funds.

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:

Grant and Special Revenue Fund	
Expenditures:	
General Government	5,260,000
Code Enforcement	1,403,540
Police Department	120,511
Total	6,784,051

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

Grant and Special Revenue Fund	
Revenues:	
Federal Grants	5,313,061
State Grants	58,797
Inspections Revenues	1,403,540
Miscellaneous Revenues	8,653
Total	6,784,051

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.

SECTION VII: The Town Manager is authorized to amend expenditures within the 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 June 22, 2021 in accordance with the laws of the State of North Carolina.

Adopted this, the 22nd day of June 2021.

Attested to:



Dick Sears, Mayor

Linda McKinney, Town Clerk



THE TOWN OF

Holly Springs

Ordinance Number: 21-17

Date Adopted: June 22, 2021

Effective Date: June 22, 2021

Parks and Recreation 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 parks and recreation capital projects.

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 funds:

Parks and Recreation Capital Project Fund	
Expenditures:	
Parks and Recreation Capital Projects	21,693,688
Total	21,693,688

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

Parks and Recreation Capital Project Fund	
Revenues:	
Transfers In	10,958,964
State Grants	580,000
Federal Grants	987,340
Bond Proceeds	9,167,384
Total	21,693,688

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.

SECTION VII: The Town Manager is authorized to amend expenditures within the 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 June 22, 2021 in accordance with the laws of the State of North Carolina.

Adopted this, the 22nd day of June 2021.

Attested to:



Dick Sears, Mayor

Linda McKinney, Town Clerk



THE TOWN OF

Holly Springs

Ordinance Number: 21-18

Date Adopted: June 22, 2021

Effective Date: June 22, 2021

Street and Sidewalk 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 street and sidewalk projects.

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:

Street and Sidewalk Project Fund	
Expenditures:	
Street and Sidewalk Projects	94,915,432
Total	94,915,432

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

Street and Sidewalk Project Fund	
Revenues:	
Intergovernmental / State Grants	32,790,100
Transfers In	15,707,526
General Obligation Bond Proceeds	43,210,306
Limited Obligation Bond Proceeds	3,031,000
Developer Contributions	176,500
Total	94,915,432

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.

SECTION VII: The Town Manager is authorized to amend expenditures within the 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 June 22, 2021 in accordance with the laws of the State of North Carolina.

Adopted this, the 22nd day of June 2021.

Attested to:



Dick Sears, Mayor

Linda McKinney, Town Clerk



THE TOWN OF

Holly Springs

Ordinance Number: 21-19

Date Adopted: June 22, 2021

Effective Date: June 22, 2021

Town Building 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 construction of town buildings.

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:

Town Building Project Fund	
Expenditures:	
Town Buildings Projects	2,623,053
Total	2,623,053

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

Town Building Project Fund	
Revenues:	
Transfers In	2,269,289
Limited Obligation Bond	353,764
Total	2,623,053

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.

SECTION VII: The Town Manager is authorized to amend expenditures within the 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 June 22, 2021 in accordance with the laws of the State of North Carolina.

Adopted this, the 22nd day of June 2021.

Attested to:



Dick Sears, Mayor

Linda McKinney, Town Clerk



THE TOWN OF

Holly Springs

Ordinance Number: 21-20

Date Adopted: June 22, 2021

Effective Date: June 22, 2021

Water 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 Water system projects.

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

SECTION III: The following amounts are appropriated for the project funds:

Fund	
Expenditures:	
Water Projects	65,305,828
Total	65,305,828

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

Fund	
Revenues:	
Revenue Bond Proceeds	59,611,400
Transfers In	3,180,720
Federal Grants	2,460,000
Miscellaneous Revenues	53,708
Total	65,305,828

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.

SECTION VII: The Town Manager is authorized to amend expenditures within the 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 June 22, 2021 in accordance with the laws of the State of North Carolina.

Adopted this, the 22nd day of June 2021.

Attested to:



Dick Sears, Mayor

Linda McKinney, Town Clerk



THE TOWN OF

Holly Springs

Ordinance Number: 21-21

Date Adopted: June 22, 2021

Effective Date: June 22, 2021

Waste Water 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 Waste Water system projects.

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

SECTION III: The following amounts are appropriated for the project funds:

Waste Water Project Fund	
Expenditures:	
Waste Water Projects	70,987,570
Total	70,987,570

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

Waste Water Project Fund	
Revenues:	
Transfers In	21,683,960
Revenue Bond Proceeds	19,958,410
State Grants and Loans	17,500,000
Economic Development Grants	8,250,000
Federal Grants	3,400,000
Developer Contributions	195,200
Total	70,987,570

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.

SECTION VII: The Town Manager is authorized to amend expenditures within the 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 June 22, 2021 in accordance with the laws of the State of North Carolina.

Adopted this, the 22nd day of June 2021.

Attested to:



Dick Sears, Mayor

Linda McKinney, Town Clerk



THE TOWN OF

Holly Springs

Ordinance Number: 21-22

Date Adopted: June 22, 2021

Effective Date: June 22, 2021

Establishment of Parks and Recreation Capital Reserve Fund HOLLY SPRINGS, NORTH CAROLINA

BE IT ORDAINED by the Town Council of Holly Springs, North Carolina, that, pursuant to Section 18 of Chapter 159 of the General Statutes of North Carolina, the following capital reserve fund ordinance is hereby adopted:

SECTION I: The Town Council hereby creates a capital reserve fund for the purpose of acquiring land, making capital improvements to land and facilities, purchasing, planning, and constructing capital equipment or facilities for parks and recreation purposes.

SECTION II: This fund will remain operational until closed by resolution or ordinance of the governing body.

SECTION III: Parks and Recreation Development Fees shall be deposited directly into this fund effective June 22, 2021.

SECTION IV: The following amounts are appropriated for the capital reserve fund:

Parks and Recreation Capital Reserve Fund	
Expenditures:	
Transfers Out	10,400,000
Total	10,400,000

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

Parks and Recreation Capital Reserve Fund	
Revenues:	
Parks and Recreation Revenues	10,400,000
Total	10,400,000

SECTION VI: Copies of this 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 VII: 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 June 22, 2021 in accordance with the laws of the State of North Carolina.

Adopted this, the 22nd day of June 2021.

Attested to:



Dick Sears, Mayor

Linda McKinney, Town Clerk



THE TOWN OF

Holly Springs

Ordinance Number: 21-23

Date Adopted: June 22, 2021

Effective Date: June 22, 2021

Establishment of Stormwater Capital Reserve Fund HOLLY SPRINGS, NORTH CAROLINA

BE IT ORDAINED by the Town Council of Holly Springs, North Carolina, that, pursuant to Section 18 of Chapter 159 of the General Statutes of North Carolina, the following capital reserve fund ordinance is hereby adopted:

SECTION I: The Town Council hereby creates a capital reserve fund for the purpose of acquiring land, making capital improvements to land and facilities, and purchasing, constructing, or maintaining capital equipment or facilities for stormwater purposes.

SECTION II: This fund will remain operational until closed by resolution or ordinance of the governing body.

SECTION III: Stormwater fund revenues as identified will be transferred into this fund effective June 22, 2021.

SECTION IV: The following amounts are appropriated for the capital reserve fund:

Stormwater Capital Reserve Fund	
Expenditures:	
Transfers Out	600,000
Total	600,000

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

Stormwater Capital Reserve Fund	
Revenues:	
Stormwater Revenues	600,000
Total	600,000

SECTION VI: Copies of this 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 VII: 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 June 22, 2021 in accordance with the laws of the State of North Carolina.

Adopted this, the 22nd day of June 2021.

Attested to:



Dick Sears, Mayor

Linda McKinney, Town Clerk



THE TOWN OF

Holly Springs

Ordinance Number: 21-24

Date Adopted: June 22, 2021

Effective Date: June 22, 2021

Establishment of Street Capital Reserve Fund HOLLY SPRINGS, NORTH CAROLINA

BE IT ORDAINED by the Town Council of Holly Springs, North Carolina, that, pursuant to Section 18 of Chapter 159 of the General Statutes of North Carolina, the following capital reserve fund ordinance is hereby adopted:

SECTION I: The Town Council hereby creates a capital reserve fund for the purpose of acquiring land, making capital improvements to land and facilities, and purchasing, constructing, or maintaining capital equipment or facilities for street projects purposes.

SECTION II: This fund will remain operational until closed by resolution or ordinance of the governing body.

SECTION III: General fund street improvement revenues as identified will be transferred into this fund effective June 22, 2021.

SECTION IV: The following amounts are appropriated for the capital reserve fund:

Streets Capital Reserve Fund	
Expenditures:	
Transfers Out	3,794,000
Total	3,794,000

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

Streets Capital Reserve Fund	
Revenues:	
Street Improvement Revenues	3,794,000
Total	3,794,000

SECTION VI: Copies of this 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 VII: 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 June 22, 2021 in accordance with the laws of the State of North Carolina.

Adopted this, the 22nd day of June 2021.

Attested to:



Dick Sears, Mayor

Linda McKinney, Town Clerk



THE TOWN OF

Holly Springs

Ordinance Number: 21-25

Date Adopted: June 22, 2021

Effective Date: June 22, 2021

Establishment of System Development Fee Capital Reserve Fund HOLLY SPRINGS, NORTH CAROLINA

BE IT ORDAINED by the Town Council of Holly Springs, North Carolina, that, pursuant to Section 18 of Chapter 159 of the General Statutes of North Carolina, the following capital reserve fund ordinance is hereby adopted:

SECTION I: The Town Council hereby creates a capital reserve fund for the purpose of acquiring land, making capital improvements to land and facilities, purchasing and constructing capital equipment or facilities for water, reclaimed water, and waste water system purposes.

SECTION II: This fund will remain operational until closed by resolution or ordinance of the governing body.

SECTION III: Water, Reclaimed Water, and Sewer System Development Fees shall be deposited directly into this fund effective June 22, 2021.

SECTION IV: The following amounts are appropriated for the capital reserve fund:

System Development Fee Capital Reserve Fund	
Expenditures:	
Transfers Out	20,626,000
Total	20,626,000

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

System Development Fee Capital Reserve Fund	
Revenues:	
System Development Fees	20,626,000
Total	20,626,000

SECTION VI: Copies of this 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 VII: 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 June 22, 2021 in accordance with the laws of the State of North Carolina.

Adopted this, the 22nd day of June 2021.

Attested to:



Dick Sears, Mayor

Linda McKinney, Town Clerk



THE TOWN OF

Holly Springs

Ordinance Number: 21-26

Date Adopted: June 22, 2021

Effective Date: June 22, 2021

Establishment of Waste Water Capital Reserve Fund HOLLY SPRINGS, NORTH CAROLINA

BE IT ORDAINED by the Town Council of Holly Springs, North Carolina, that, pursuant to Section 18 of Chapter 159 of the General Statutes of North Carolina, the following capital reserve fund ordinance is hereby adopted:

SECTION I: The Town Council hereby creates a capital reserve fund for the purpose of acquiring land, making capital improvements to land and facilities, and purchasing, constructing, or maintaining capital equipment or facilities for waste water system purposes.

SECTION II: This fund will remain operational until closed by resolution or ordinance of the governing body.

SECTION III: Utility fund revenues as identified will be transferred into this fund effective June 22, 2021.

SECTION IV: The following amounts are appropriated for the capital reserve fund:

Waste Water Capital Reserve Fund	
Expenditures:	
Transfers Out	5,000,000
Total	5,000,000

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

Waste Water Capital Reserve Fund	
Revenues:	
Sewer Revenues	5,000,000
Total	5,000,000

SECTION VI: Copies of this 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 VII: 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 June 22, 2021 in accordance with the laws of the State of North Carolina.

Adopted this, the 22nd day of June 2021.

Attested to:



Dick Sears, Mayor

Linda McKinney, Town Clerk



THE TOWN OF

Holly Springs

Ordinance Number: 21-27

Date Adopted: June 22, 2021

Effective Date: June 22, 2021

Establishment of Water Capital Reserve Fund HOLLY SPRINGS, NORTH CAROLINA

BE IT ORDAINED by the Town Council of Holly Springs, North Carolina, that, pursuant to Section 18 of Chapter 159 of the General Statutes of North Carolina, the following capital reserve fund ordinance is hereby adopted:

SECTION I: The Town Council hereby creates a capital reserve fund for the purpose of acquiring land, making capital improvements to land and facilities, and purchasing, constructing, or maintaining capital equipment or facilities for water system purposes.

SECTION II: This fund will remain operational until closed by resolution or ordinance of the governing body.

SECTION III: Utility fund revenues as identified will be transferred into this fund effective June 22, 2021.

SECTION IV: The following amounts are appropriated for the capital reserve fund:

Water Capital Reserve Fund	
Expenditures:	
Transfers Out	10,000,000
Total	10,000,000

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

Water Capital Reserve Fund	
Revenues:	
Water Revenues	10,000,000
Total	10,000,000

SECTION VI: Copies of this 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 VII: 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 June 22, 2021 in accordance with the laws of the State of North Carolina.

Adopted this, the 22nd day of June 2021.

Attested to:



Dick Sears, Mayor

Linda McKinney, Town Clerk



THE TOWN OF

Holly Springs

Ordinance Number: 21-28

Date Adopted: June 22, 2021

Effective Date: June 22, 2021

Business Park Development 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 construction of business park improvements and development projects.

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:

Business Park Development Project Fund	
Expenditures:	
Business Park Development Projects	21,789,202
Total	21,789,202

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

Business Park Development Project Fund	
Revenues:	
Limited Obligation Bond	21,259,202
Transfers	500,000
Interest Revenue	30,000
Total	21,789,202

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.

SECTION VII: The Town Manager is authorized to amend expenditures within the 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 June 22, 2021 in accordance with the laws of the State of North Carolina.

Adopted this, the 22nd day of June 2021.

Attested to:



Dick Sears, Mayor

Linda McKinney, Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 13.

Consent Agenda

Title: Resolution authorizing Wake County Tax Administrator to Levy and Collect Property Taxes for FY 2021-2022 for the Town of Holly Springs

Strategic Priority Area: Organizational Excellence

Staff Resource: Antwan Morrison, Finance

Action(s):

Adopt Council Order 21-01 directing Wake County to levy and collect property taxes for the Town of Holly Springs.

Explanation:

- Wake County has requested the attached Order directing them to levy and collect property taxes for the Town of Holly Springs be forwarded to them prior to June 28, 2021.

Background:

- This is an annual request from Wake County. It must be approved prior to July 1 each year.

Funding Source(s):

Central Services Fees - Property Tax Collection - Account 10.410.81.02

Attachment(s):

1. 21-01 Tax Collection Order



THE TOWN OF

Holly Springs

Council Order: 21-01

Date Submitted: June 22, 2021

Date Adopted: June 22, 2021

STATE OF NORTH CAROLINA TOWN OF HOLLY SPRINGS

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

The Wake County Revenue Administrator is hereby authorized, empowered, and commanded to collect taxes set forth in the tax records filed in the Office of the Wake County Revenue Administrator in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Holly Springs, and this order shall be full and sufficient authority to direct, require and enable you to levy on, sell any real or personal property such taxpayers, for and on account thereof, in accordance with the law.

Witness my hand and official seal, this 22nd day of June 2021.

Dick Sears, Mayor
Town of Holly Springs

Attest:

Linda C. McKinney, Town Clerk
Town of Holly Springs





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 14.

Consent Agenda

Title: Amendment to Lowe's Infrastructure Reimbursement Agreement

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: John Schifano, Town Attorney, Elizabeth Goodson, Development Services

Action(s):

Approve amendment to the Infrastructure Reimbursement Agreement with Lowe's Home Centers, LLC to contribute an additional \$200,000 toward the completion of the Basal Creek Pump Station and abandonment of the Garrison Pump Station.

Explanation:

- The Infrastructure Reimbursement Agreement (IRA) is being amended to include clarification related to the Garrison Pump Station abandonment and final construction cost of the Basal Creek Pump Station upgrades.
- The amendment includes an additional reimbursement of \$200,000 for the additional construction cost after receiving bids for the Holly Springs Basal Creek Pump Station upgrades and Garrison Pump Station abandonment cost. Lowe's will cover the remaining difference.
- The Town's contribution to the original work was \$1,178,241 at the time of the IRA's drafting, which was prior to bid and prior to the abandonment cost. The increase brings the total town contribution to \$1,378,241.

Background:

- The Town entered into an Infrastructure Reimbursement Agreement (IRA) with the developer of the Lowe's Home Improvement project in August 2019.
- This agreement includes the developer constructing upgrades associated with Holly Springs Basal Creek Pump Station phase 2 and a portion of phase 3 future upgrades.
- The Holly Springs Basal Creek Pump Station is a regional pump station and the upgrades being completed through this work allow for expanded capacity and critical to several development projects in the area in addition to the Lowe's Home Improvement.
- Upon receiving bids for the work associated with these upgrades there was a difference in cost of approximately \$300,000.
- The cost difference was due to the anticipation for hitting rock with the construction of the improvements based off of additional subsurface underground exploration (SUE).
- To account for the additional cost, the developer requested an addendum to the agreement. The changes to the agreement include the town agreeing to reimburse up to \$200,000 of the additional construction cost and Lowe's will cover the remaining difference. In addition, there are additional details around the Garrison Pump Station abandonment outlined in the agreement to provide clarity around this portion of the improvements.

Funding Source(s):

- Funding for this agreement will be transferred within the Utility fund operating budget in the end of year budget amendment.

Attachment(s):

1. First Amendment to Dev Agreement for Lowes Home Improvement IRA_Town Council Version

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**FIRST AMENDMENT TO
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

LOWE’S HOME CENTERS, LLC.

THIS AMENDMENT, made and entered into this 1st day of June 2021, by and between the **TOWN OF HOLLY SPRINGS**, a North Carolina Municipal corporation, hereafter referred to as the “Town” and **Lowe’s Home Centers, 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 that certain Infrastructure Reimbursement Agreement dated August 9, 2019 (“IRA”) to govern certain land entitlements with respect to several parcels of property, shown on Exhibit A of the IRA, and this Amendment is consistent with those entitlements on those parcels; and,

WHEREAS, pursuant to the IRA, the Developer was tasked with performing a major upgrade to a regional sanitary sewer pump station as a condition of its development, which included a number of components such as a new force main, a new gravity line, a major overhaul of the pump station components, and dismantling the Garrison pump station (the scope of such work is more particularly described in the IRA); and,

WHEREAS, several unforeseen events gave rise to an increase in cost irrespective of the management of the project such as an unfavorable bidding climate, unforeseen rock, and the additional expense related to decommissioning of the Garrison pump station; 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 IRA, which is in full force in effect except as modified below, the Town and the Developer agree to modify the IRA as follows:

1. Article II, Paragraph 3 of the IRA states that the estimated cost to construct the pump station is \$1,261,500. The final construction cost, when the bids were received, was significantly higher. Additionally, the Developer has agreed to take on the following additional work to dismantle the Garrison Pump Station (“Additional Work”):

- Jib Crane to be removed
- Odor control pump and tank to be removed
- Submergible Pumps to be removed
- Wet well risers to be removed down to the bottom section and remaining filled with gravel
- Electrical building to be removed
- Electronic controls removed and parts saved
- Removal of valve box and valves
- Power disconnected
- Garrison Subdivision gravity line connected to gravity extension from Basal Creek Pump Station
- Force main capped and abandoned in place
- Provide LF of total amount of FM abandoned

2. The Town’s contribution to the original work was \$1,178,241 at the time of the IRA’s drafting, which was prior to bid, and prior to the Additional Work. In consideration of the foregoing, the Town shall increase its contribution by \$200,000 to a total town contribution of \$1,378,241. The foregoing shall not amend or modify Developer’s reimbursement rights for the sewer capacity fees paid by the Commercial Project and the Wegman’s Building otherwise set forth in the IRA.

3. Unless otherwise specified, all defined terms herein shall have the same meaning as in the IRA. The remaining terms and conditions of the DA, not inconsistent with this Amendment, remain in full force and effect.

4. This Amendment may be executed in multiple original counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one instrument. A counterpart signature by one or more parties and delivered by electronic or facsimile transmission shall be deemed an original counterpart for all purposes.

5. This Amendment shall be binding upon and inure to the benefit to the parties and their respective successors and assigns.

6. The parties each represent and warrant that it has been duly authorized to execute and deliver this Amendment.

[Remainder of page intentionally left blank]

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

TOWN OF HOLLY SPRINGS

(*Town Seal*)

BY: _____
Randy J. Harrington, Town Manager

ATTEST:

Linda McKinney, Town Clerk
Kathy White, Deputy Town Clerk

This document is sufficient as to form.

John P. Schifano, Town Attorney

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

Antwan Morrison
Finance Director

Lowe's Home Centers, LLC

By: _____
Name: _____
Title: _____



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 15.

Consent Agenda

Title: Sale of Surplus Street Sweeper

Strategic Priority Area: Organizational Excellence

Staff Resource: Colin Bennett, Public Works

Action(s):

Approve sale of a surplus 2002 Tymco 600 Street Sweeper.

Explanation:

- The Town's old street sweeper, a 2002 Tymco 600, was listed for public auction on GovDeals in May, following the receipt of the Town's new street sweeper and approval of the department to surplus the vehicle.
- This asset sold at auction for \$45,600, well over the anticipated salvage value of \$15,000.
- Pursuant to North Carolina General Statute 160A-267 personal property over \$30,000 requires Town Council approval via resolution to surplus and sell the item.

Background:

- In April, Town Council approved replacement of the Town's street sweeper, which scored for urgent replacement on the Fleet Manager's Fleet Replacement guidelines.
- The Town subsequently purchased a 2021 street sweeper and initiated surplus actions on the old sweeper.

Funding Source(s):

This vehicle was a Powell Bill sale and its proceeds are subject to return to Powell Bill funding.

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 16.

Consent Agenda

Title: Arbor Creek Greenway - Construction Bid Rejection

Strategic Priority Area: Engaged, Healthy, & Active Community

Staff Resource: LeeAnn Plumer, Parks & Recreation, Tim Athy, Utilities and Infrastructure, Matt Beard, Parks & Recreation

Action(s):

Reject the construction bids from April 29, 2021 for the Arbor Creek/Middle Creek greenway project.

Explanation:

- On April 29, 2021, the Town received two bids for the construction of the Arbor Creek/Middle Creek greenway (Fred Smith Construction Company and Terrahawk Civil Contractors).
- The apparent low bid was received from Fred Smith Construction Co. in the amount of \$4,688,500. The bid was \$888,500 over the engineer's estimate and project budget amount.
- Staff is recommending to reject all bids and re-advertise the project with a more complete design package.
- Design package changes would include the recent direction to eliminate the Aldenwood connection and add a connection at the end of Linksland.
- Rejecting current bids and re-advertising will allow for more time to process environmental permits and complete formal review of construction documents.

Background:

- The Town issued two invitations to bid on the construction of this greenway project during the month of April. The first bid opening yielded one bid; the second opening received two bids.
- Bid documents were prepared and released prior to final permitting in order to prepare for the Local Government Commission review in May and the 2011 Parks and Recreation bond sale in June.

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 17.

Consent Agenda

Title: Development Services Lobby and Staff Area Renovation Contract

Strategic Priority Area: Organizational Excellence

Staff Resource: Kimberly Keyes, Utilities and Infrastructure

Action(s):

Approve the informal bid award to Samet Corporation in the amount of \$298,929 for the Development Services lobby and staff area renovation project, and authorize the Town Manager to execute the contract.

Explanation:

- In 2019, a comprehensive space needs assessment for the next 20 years for staff and programs currently located in Town Hall was completed.
- A phase of the implementation per the study includes renovation to the development services lobby to allow for a better customer experience and additional collaboration, meeting and office space.
- The lobby renovation project is identified in the Fiscal Year (FY) 2020-21 Community Investment Plan (CIP) and scheduled for completion in the fall of 2021.
- The Town solicited nine contractors, for an informal bid, for the lobby renovation project in April 2021.
- Three contractors submitted bids for the project.
- Samet Corporation was the lowest responsive bidder at \$298,929.
- During the anticipated three-month construction period beginning in July, a Customer Service and a Compliance staff member will be housed at the vacant window in the Finance Lobby to assist the public with any Development Services customer service needs.
- The remaining Customer Service and Compliance staff members will be relocated temporarily to the Village Office Condos (VOC) during the lobby renovation project. Post renovation, the Land Development, Environmental, Building Safety, and Fire inspectors will be permanently housed in the VOC.
- The FY 2021-22 Approved Operating and Community Investment Plan Budget included a total project budget of \$383,849, which includes an additional \$77,929 added to the earlier project budget of \$305,920.
- The increased funding approved in the FY 2021-22 budget is to cover the recent escalated costs of construction and the addition of three workspaces.
- The new project budget of \$383,849 includes:
 - \$333,091 in project construction and contingency
 - \$24,100 in architectural services
 - \$26,658 in fixtures, furniture, and equipment (FFE)

Background:

- In 2019, Creech and Associates were hired by the Town of Holly Springs to complete a 20-year Space Needs Assessment and Master Plan for Town Hall functions. The consulting team recommended renovations and new construction in five potential phases to manage the anticipated staff growth over the next 20 years.
- At the December 8, 2020, Council Workshop, staff recommended the conceptual design by Creech and Associates for the Development Services Lobby that would improve the customer service experience and maximize space utilization for permitting related services.

Funding Source(s):

- Town Hall Development Services Renovation Project approved in the FY2021-22 Operating and Community Investment Plan Budget (Total Project Budget of \$383,849)

Attachment(s):

1. Samet Corporation
2. Samet Recommendation Letter
3. Contract for Samet FINAL with Exhibits

SECTION 00 51 00
ITEMIZED BID PROPOSAL

PROJECT PRICES:

Project prices per division are complete for labor, equipment, material, overhead and profit. Base Bid and Alternate Bid (if the Alternate Bid is Accepted) includes the quantity of each item to be furnished complete according to the work shown on the plans and specifications and as estimated herein, inclusive of all appurtenances, as shown and specified. Any unused amount will be credited to the Owner by change order at the end of the project. Likewise, any item installed and accepted by the Owner that exceed the Contract Quantity estimated for that particular Bid item will be paid to the Contractor by Change Order at the Progress Payment that follows approval of the installation of the additional work items.

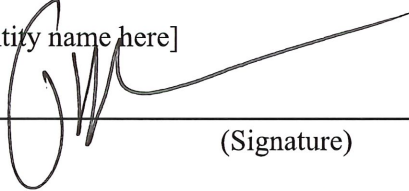
Development Services Lobby Renovation

<u>Description</u>	<u>Price</u>
Division 1 – General Requirements	\$ 97,036.00
Division 2 – Existing Conditions	\$ 17,755.00
Division 3 – Concrete	\$ 660.00
Division 4 – Masonry	\$ 0
Division 5 – Metals	\$ 0
Division 6 – Wood, Plastics, & Composites	\$ 22,615.00
Division 7 – Thermal & Moisture Protection	\$ 0
Division 8 – Openings	\$ 17,528.00
Division 9 – Finishes	\$ 59,174.00
Division 10 – Specialties	\$ 600.00
Division 11 – Equipment	\$ 0
Division 12 – Furnishings	\$ 0
Division 13 – Special Construction	\$ 0
Division 14 – Conveying Equipment	\$ 0
Division 21 – Fire Suppression	\$ 0
Division 22 – Plumbing	\$ 5,850.00
Division 23 – Heating, Ventilating, & Air Conditioning (HVAC)	\$ 28,295.00
Division 25 – Integrated Automation	\$ 0
Division 26 – Electrical	\$ 46,750.00
Division 27 – Communications	\$ Incl in Div 26 12,666.00
Division 28 – Electronic Safety and Security	\$ Incl Div 26
Division 31 – Earthwork	\$ 0
Division 32 – Exterior Improvements	\$ 0
Division 33 – Utilities	\$ 0
Division 34 – Transportation	\$ 0
Division 35 – Waterway & Marine Construction	\$ 0
Division 40 – Process Integration	\$ 0
Division 41 – Material Processing & Handling Equipment	\$ 0
Division 42 – Process Heating, Cooling, and Drying Equipment	\$ 0
Division 43 – Process Gas & Liquid Handling, Purification, & Storage Equip.	\$ 0
Division 44 – Pollution & Waste Control Equipment	\$ 0
Division 45 – Industry-Specific Manufacturing Equipment	\$ 0
Division 46 – Water & Wastewater Equipment	\$ 0
Division 48 – Electrical Power Generation	\$ 0
Total for Base Bid	\$ 298,929.00

Development Services Lobby Renovation

Alternate A <i>Included in Base bid</i>	
	\$
	\$
	\$
Total for Alternate A	\$
TOTAL COST ESTIMATE with Alternate A	\$ 0

[If Bidder is not an individual, enter entity name here]

By: 
(Signature)

NAME OF SIGNER: Tyler Kelley
(Please Print or Type)

TITLE OF SIGNER: Regional Vice President
(Please Print or Type)

DATE: 05/05/2021

- END OF SECTION 00510 -

TOWN OF HOLLY SPRINGS, NORTH CAROLINA
"GOOD FAITH EFFORT"

County of Wake

Affidavit of Samet Corporation
 (Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
 (A minimum of 50 points is required to have achieved a "good faith effort")

(Y/N)

- Y (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. Value = 10 points
- Y (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bid or proposals are due. Value = 10 points
- Y (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. Value = 10 points
- Y (4) Working with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. Value = 10 points.
- Y (5) Attending any pre-bid meetings scheduled by the public owner. Value = 10 points.
- Y (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. Value = 20 points.
- Y (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of minority business based on lack of qualification should have the reasons documented writing. Value = 15 points.
- (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily is required. Assisting minority businesses in obtaining the 'same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. Value = 25 points.

- ____ (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. Value = 20 points.
- Y (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. Value = 20 points.

In accordance with GSI43-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

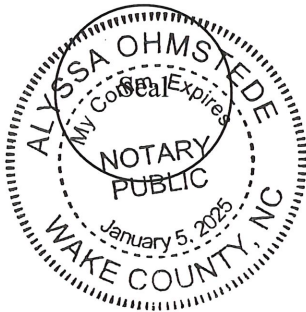
The undersigned hereby certified that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

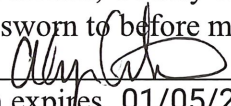
Date: 05/05/2021

Name of Authorized Tyler Kelley

Officer: Signature: 

Title: Regional Vice President



State of North Carolina, County of Wake
 Subscribed and sworn to before me this 5 day of May 20 21
 Notary Public 
 My commission expires 01/05/2025

Identification of Minority Business Participation

I, Samet Corporation
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

[illegible]

*Minority categories: Black, African American (B), Hispanic (R), Asian American (A). American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

The total value of minority business contracting will be (\$) 0.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Samet Corporation
309 Gallimore Dairy Rd., #102
Greensboro, NC 27409

OWNER:

(Name, legal status and address)

Town of Holly Springs
128 South Main St.
Holly Springs, NC 27540

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices
1001 4th Avenue, Suite 1700
Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

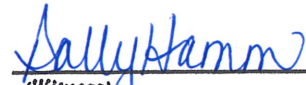
Development Services Lobby Renovation Town of Holly Springs Project No. 21-007

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

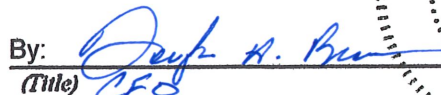
Signed and sealed this 5th day of May, 2021.


(Witness)


(Witness) Nicholas Lebbad

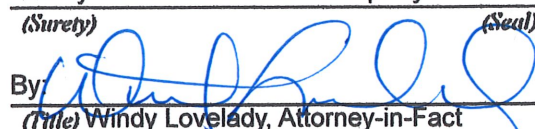
Samet Corporation
(Principal)

By:


(Title) CFO

Liberty Mutual Insurance Company
(Surety)

By:


(Title) Windy Lovelady, Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205035-018059**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jessica Fisher, Robert M. Coon, Windy Lovelady

all of the city of Raleigh state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of May, 2021.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Samet Corporation
309 Gallimore Dairy Rd., #102
Greensboro, NC 27409

OWNER:

(Name, legal status and address)

Town of Holly Springs
128 South Main St.
Holly Springs, NC 27540

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices
1001 4th Avenue, Suite 1700
Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

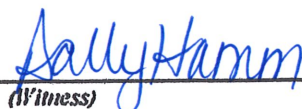
Development Services Lobby Renovation Town of Holly Springs Project No. 21-007

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of May, 2021.


(Witness)


(Witness) Nicholas Lebbad

Samet Corporation
(Principal)

By:

(Title)

Liberty Mutual Insurance Company

(Surety)

By:

(Title) Windy Lovelady, Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205035-018059**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jessica Fisher, Robert M. Coon, Windy Lovelady

all of the city of Raleigh state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

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Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of May, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

May 20, 2021

To whom it concerns,

Creech & Associates is an architectural firm that works with many municipalities throughout the Carolinas. Most recently, we have worked with Samet on 2 projects, one being a renovation and addition to the High Point Police Department and the other being the town hall for Summerfield. The contractors at Samet have been great team players while performing a large role in these projects and have done everything in a timely manner. This has been extremely valuable to the design team and the municipalities in order to keep the project both in budget and on schedule through each milestone. Samet is very well connected with the local subcontractors and in making sure there is local participation in the projects. They have been a great pleasure to work with and are very knowledgeable contractors. We would highly recommend Samet as the contractor for the Holly Springs Town Hall Development Services Lobby Renovation project.

Very Truly Yours:
Creech & Associates, PLLC



Natalie Stenger
Associate



THIS AGREEMENT dated as of the last date of the signatory below, between the Town of Holly Springs, North Carolina, for itself and it's Successors & Assigns (hereinafter called the "Town") and Samet Corporation, 309 Gallimore Dairy Road, #102 of Greensboro, North Carolina. (herein after called the "Contractor")

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

SERVICES OF CONTRACTOR

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

TOWN'S RESPONSIBILITIES

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

PAYMENT

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

- ☐ A Lump Sum amount of \$298,929 payable upon the completion of the services listed in Exhibit A.

TIME FOR RENDERING SERVICES

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

July 12, 2021- October 12, 2021.

GENERAL CONSIDERATIONS

1. Standards of Performance

- 1.1. The standard of care for all services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of Contractor's profession practicing under similar circumstances at the same time and in the same locality.
- 1.2. Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.
- 1.3. Contractor and Town shall comply with applicable Laws or Regulations and Town mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Town's responsibilities or to Contractor's scope of services, times of performance, or compensation.
- 1.4. Contractor is an independent contractor of the Town. The Town and the Contractor mutually agree to indemnify and hold harmless each party from any claims of negligence brought forth. Contractor is familiar with the property and its condition.

2. Termination

- 2.1. The mutual obligations of the Parties contained in this Agreement may be terminated:
 - 2.1.1. For cause by either party upon 30 days written notice in the event of a failure by the other party to perform in accordance with the terms hereof.
 - 2.1.2 Upon Mutual Agreement.

3. Controlling Law

- 3.1. This Agreement is to be governed by the law of the State in which the project is located

3.2. Venue and jurisdiction are proper in the 10th Judicial District of North Carolina (Wake County).

4. Notices

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

4.1.1. For the Town:

Randy Harrington, Town Manager
PO Box 8
Holly Springs, NC 27540
(919) 552-6221

For the Contractor:

Samet Corporation
309 Gallimore Dairy Rd., #102
Greensboro, NC 27409

5. Severability

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

6. Waiver

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

7. Attorney's Fees

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

8. INSURANCE & INDENMIFICATION REQUIREMENT

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

8.2 The Contractor agrees to waive any and all claims against the Town from itself or its employees arising from work performed by the Contractor pursuant to this Contract and to protect, defend, indemnify and hold the Town and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. The Vendor/Licensee further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

9. E-Verify.

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

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

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

Exhibit A – Proposal and Scope of Work

Exhibit B – Scope of Work

Exhibit C – E-Verify Affidavit

Exhibit D – Certification of Insurance

See signature page.

TOWN OF HOLLY SPRINGS

BY: _____
Randy J. Harrington, Town Manager

WITNESS: _____
Town Clerk

CONTRACTOR:

Signature _____
Name: _____
Title: _____

WITNESS: _____
Title: _____

Approved as to form:

Town Attorney

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

Director of Finance

STATE OF NORTH CAROLINA)

)

COUNTY OF WAKE)

AFFIDAVIT OF CONTRACTOR'S

COMPLIANCE WITH E-VERIFY

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the "Contractor") after first being duly sworn hereby swears or affirms as follows:

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

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

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

a. YES _____, or

b. NO _____

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

This ____ day of _____, 2013.

Signature of Affiant

Print or Type Name: _____

State of North Carolina

County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

CONTRACT FOR SERVICES

SECTION 00 51 00
ITEMIZED BID PROPOSAL

PROJECT PRICES:

Project prices per division are complete for labor, equipment, material, overhead and profit. Base Bid and Alternate Bid (if the Alternate Bid is Accepted) includes the quantity of each item to be furnished complete according to the work shown on the plans and specifications and as estimated herein, inclusive of all appurtenances, as shown and specified. Any unused amount will be credited to the Owner by change order at the end of the project. Likewise, any item installed and accepted by the Owner that exceed the Contract Quantity estimated for that particular Bid item will be paid to the Contractor by Change Order at the Progress Payment that follows approval of the installation of the additional work items.

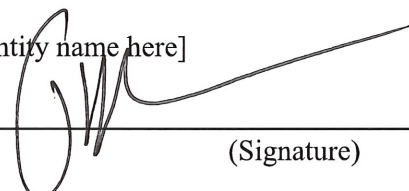
Development Services Lobby Renovation

<u>Description</u>	<u>Price</u>
Division 1 – General Requirements	\$ 97,036.00
Division 2 – Existing Conditions	\$ 17,755.00
Division 3 – Concrete	\$ 660.00
Division 4 – Masonry	\$ 0
Division 5 – Metals	\$ 0
Division 6 – Wood, Plastics, & Composites	\$ 22,615.00
Division 7 – Thermal & Moisture Protection	\$ 0
Division 8 – Openings	\$ 17,528.00
Division 9 – Finishes	\$ 59,174.00
Division 10 – Specialties	\$ 600.00
Division 11 – Equipment	\$ 0
Division 12 – Furnishings	\$ 0
Division 13 – Special Construction	\$ 0
Division 14 – Conveying Equipment	\$ 0
Division 21 – Fire Suppression	\$ 0
Division 22 – Plumbing	\$ 5,850.00
Division 23 – Heating, Ventilating, & Air Conditioning (HVAC)	\$ 28,295.00
Division 25 – Integrated Automation	\$ 0
Division 26 – Electrical	\$ 46,750.00
Division 27 – Communications	\$ Incl in Div 26 12,666.00
Division 28 – Electronic Safety and Security	\$ Incl Div 26
Division 31 – Earthwork	\$ 0
Division 32 – Exterior Improvements	\$ 0
Division 33 – Utilities	\$ 0
Division 34 – Transportation	\$ 0
Division 35 – Waterway & Marine Construction	\$ 0
Division 40 – Process Integration	\$ 0
Division 41 – Material Processing & Handling Equipment	\$ 0
Division 42 – Process Heating, Cooling, and Drying Equipment	\$ 0
Division 43 – Process Gas & Liquid Handling, Purification, & Storage Equip.	\$ 0
Division 44 – Pollution & Waste Control Equipment	\$ 0
Division 45 – Industry-Specific Manufacturing Equipment	\$ 0
Division 46 – Water & Wastewater Equipment	\$ 0
Division 48 – Electrical Power Generation	\$ 0
Total for Base Bid	\$ 298,929.00

Development Services Lobby Renovation

Alternate A <i>Included in Base bid</i>	
	\$
	\$
	\$
Total for Alternate A	\$
TOTAL COST ESTIMATE with Alternate A	\$ 0

[If Bidder is not an individual, enter entity name here]

By:  _____
(Signature)

NAME OF SIGNER: Tyler Kelley
(Please Print or Type)

TITLE OF SIGNER: Regional Vice President
(Please Print or Type)

DATE: 05/05/2021

- END OF SECTION 00510 -

TOWN OF HOLLY SPRINGS, NORTH CAROLINA
"GOOD FAITH EFFORT"

County of Wake

Affidavit of Samet Corporation
 (Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
 (A minimum of 50 points is required to have achieved a "good faith effort")

(Y/N)

- Y (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. Value = 10 points
- Y (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bid or proposals are due. Value = 10 points
- Y (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. Value = 10 points
- Y (4) Working with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. Value = 10 points.
- Y (5) Attending any pre-bid meetings scheduled by the public owner. Value = 10 points.
- Y (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. Value = 20 points.
- Y (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of minority business based on lack of qualification should have the reasons documented writing. Value = 15 points.
- (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily is required. Assisting minority businesses in obtaining the 'same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. Value = 25 points.

- ____ (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. Value = 20 points.
- Y (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. Value = 20 points.

In accordance with GSI43-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

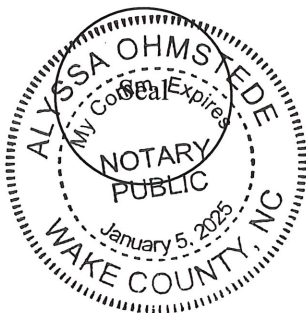
The undersigned hereby certified that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

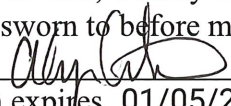
Date: 05/05/2021

Name of Authorized Tyler Kelley

Officer: Signature: 

Title: Regional Vice President



State of North Carolina, County of Wake
 Subscribed and sworn to before me this 5 day of May 20 21
 Notary Public 
 My commission expires 01/05/2025

Identification of Minority Business Participation

I, Samet Corporation
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

[illegible]

*Minority categories: Black, African American (B), Hispanic (R), Asian American (A). American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

The total value of minority business contracting will be (\$) 0.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Samet Corporation
309 Gallimore Dairy Rd., #102
Greensboro, NC 27409

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(Name, legal status and address)

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SURETY:

(Name, legal status and principal place of business)

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175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices
1001 4th Avenue, Suite 1700
Seattle, WA 98154

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(Name, location or address, and Project number, if any)

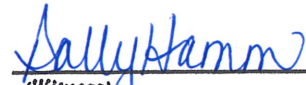
Development Services Lobby Renovation Town of Holly Springs Project No. 21-007

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of May, 2021.


(Witness)


(Witness) Nicholas Lebbad

Samet Corporation
(Principal)

By:

(Title)

Liberty Mutual Insurance Company

(Surety)

By:

(Title) Windy Lovelady, Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205035-018059**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jessica Fisher, Robert M. Coon, Windy Lovelady

all of the city of Raleigh state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of May, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Samet Corporation
309 Gallimore Dairy Rd., #102
Greensboro, NC 27409

OWNER:

(Name, legal status and address)

Town of Holly Springs
128 South Main St.
Holly Springs, NC 27540

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices
1001 4th Avenue, Suite 1700
Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Development Services Lobby Renovation Town of Holly Springs Project No. 21-007

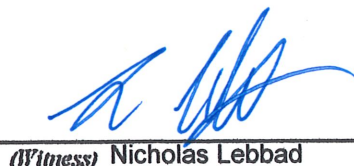
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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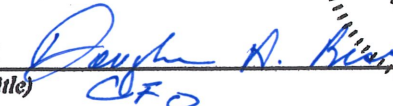
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of May, 2021.

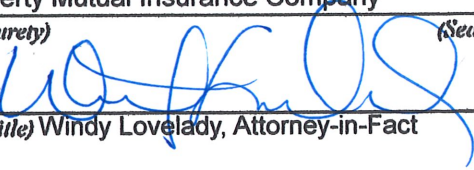

(Witness)


(Witness) Nicholas Lebbad

Samet Corporation
(Principal)

By: 
(Title) CFO NC

Liberty Mutual Insurance Company
(Surety) (Seal)

By: 
(Title) Windy Lovelady, Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205035-018059**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jessica Fisher, Robert M. Coon, Windy Lovelady

all of the city of Raleigh state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of May, 2021.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 18.

New Business

Title: Board of Adjustment Midterm Appointment

Strategic Priority Area: Organizational Excellence
Responsible & Balanced Growth

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Appoint a person to serve as in-town alternate member for the remainder of a term, from July, 2021 to February 28, 2022.

Explanation:

- Christian Yungbluth is resigning from the Board of Adjustment effective July 1, 2021 due to an out-of-state move.
- The vacated term is for an in-town alternate member, term ending February 28, 2022.
- The Clerk's office advertised the opening by notifying previous applicants, advertising on the Town's website and social media accounts, and notifying local organizations which could reach out to under-represented communities.
- Seven applications were received and forwarded to Council on June 4, 2021

Background:

- Annual appointments to the Board of Adjustment are made in January each year.
- Midterm openings are filled as needed.

Funding Source(s):

N/A

Attachment(s):

1. Combined applications
2. 2021_BoardAppointment map

Application to Serve on Board of Adjustment

Applicant Name	Devin Cofield
E-mail	nishea_1@yahoo.com
Address	Street Address: 224 Bass Lake Rd City: Holly Springs State: NC Zip Code: 27540
How long have you lived in Holly Springs?	43 years
Name of neighborhood	Devin N Cofield
Home phone	(919) 924-2733
Current employer	UNC HealthCare
Job title / occupation	Recruiter
I reside within the	Corporate limits of Holly Springs
	Devin Cofield Updated Resume-2.pdf
Have you served on this board in the past?	No
List any education, work experience or qualifications you have relevant to the Board of Adjustment.	BS Business Management (Human Resource Management)
List any current or past volunteer activities in which you are / were involved.	Dress For Success WCPSS Partners Read
What do you see as the responsibilities of this board and what do you hope to accomplish if appointed?	I feel the responsibilities of the Board is to interpret zoning laws and also decide on homeowner's building permit applications that have been submitted. My hope is to gain a better understanding of the business side of the Town of Holly Springs and work

together as a team to be sure matters are handled appropriately in our town.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived if you are appointed?)

No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy?

Yes

Signature



Date & time 04/06/2021 8:13 PM

How did you find out about these opportunities? Email, Town website

View [view all your submissions](#) easily.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Devin N. Cofield

Phone: 919-924-2733

E-mail: nishea_1@yahoo.com

Objective

Seasoned and efficient professional seeking a position as a Human Resources Professional. Bringing extensive experience in staffing and coordinating activities; recruiting, screening and interviewing with a demonstrated ability to perform a wide range of generalist duties.

Education

1996-2001 North Carolina State University
Bachelors of Science in Business Management; Human Resources

Raleigh, NC

2008-2009
Certification Esthetics Technology

Miller Motte College

Cary, NC

Experience

June 2016- present UNC Healthcare

Morrisville, NC

HCS Recruiter/Recruitment Screener/HCS HR Specialist

- Extend offers to new hires
- Negotiate salaries
- Onboarding of new hires
- Initiate reference checks
- Initiate drug testing
- Verify licensure/certifications
- Lead & organized I9 project
- Calculate salaries for prospective employees
- Collaborated with HRIS ATS (Taleo) project
- Prescreen and qualify candidates
- Conduct phone interviews when needed
- Provide support in other areas of Recruitment team
- Attend various job/vendor fairs

December 2015-June 2016

Department of Public Safety

Raleigh, NC

Processing Assistant (Contract position)

- Scheduled interviews and COPAT testing for potential Correctional Officers
- Maintained filing system
- Maintained training spreadsheet

July 2015- November 2015	Skilled Talent	Raleigh, NC
Recruitment Manager/HR Assistant		
- Managed small group of recruiters (in office and virtual) - Sourced recruiters and other in office personnel - Lead daily Recruiter's call - Distributed requisitions amongst recruiting team - Coordinated various training sessions for recruiting team - Submitted candidates into the RealSoft Vendor Management System (VMS) - Worked closely with Management Team - Conducted Onboarding process for in house Recruiters		
December 2014- July 2015	Xerox Corporation	Cary, NC
Benefits Agent (Call Center)		
- Top performer on "elite" team (averaged 98% productivity) - Provided accurate benefit information to current health care members - Spoke with facility billing departments on the member's behalf if needed - Spoke with members concerning claims information		
April 2008- January 2016	Serving Multiple Locations	Apex,NC
Esthetician/Consultant (part-time)		
- Provided full service cosmetic consultation services for client base - Educated guests on proper skin care techniques and products to maintain healthy lifestyle - Conducted intense new hire orientation and training - Informed customers on increased health benefits of consistent massage regimen - Maintained working knowledge of industry led best practices for beautifying skin - Created aromatic environment for visitors		
January 2007- January 2008	Research Triangle Institute	RTP, NC
Sourcing Specialist (contract position)		
- Sourced and screened via resume mining for local and international executive level placement of qualified candidates - Navigated various social media outlets to attract top talent - Worked effectively with senior level recruitment team to drive sourcing processes - Posted job descriptions on various employment search engines		
September 2005-September 2006	Belcan	Raleigh, NC
Jr. Recruiter		
- Recruited, interviewed, tested and selected employees to fill vacant positions - Conducted new employee orientation to foster positive attitude towards company goals - Provided guidance and oversight for efficient staffing needs - Facilitated continuous improvement of recruitment process with hiring managers - Updated applicant tracking system accurately to reflect status through recruitment cycle		

September 2003-September 2005

American Residential Services

Raleigh, NC

Human Resources Generalist

- Conducted new employee orientation inclusive of I-9 evaluations and benefits enrollment.
- Responded to inquiries regarding policies, procedures and programs from hiring managers.
- Executed personnel file audits to ensure compliance of staffing agency regulations.
- Delivered companywide trainings relevant to clientele professional development credentials.

Professional Skills

Project management, Human Resources, telephone protocol, sourcing techniques, recruiting, on-boarding, candidate preparation, screen preparation for offer letters, requisite skills, resume mining, background checks, tracking, report development, customer service skills, MS/Windows, Word, Excel, PowerPoint, Scheduling, Correspondence, Office Procedures, Word Processing, Data Entry, Medical Terminology, interpersonal skills, Smart Search (ATS), PeopleSoft (ATS) and Social Media Navigator.

Application to Serve on Board of Adjustment

Applicant Name	Jazmia Inserillo
E-mail	jaz.tagteamrealty@gmail.com
Address	Street Address: 308 Vinewood Pl City: Holly Springs State: NC Zip Code: 27540
How long have you lived in Holly Springs?	4 years/9 months
Name of neighborhood	Forest Springs
Home phone	(516) 924-3526
Current employer	Retired/NYPD
Job title / occupation	Retired Police Officer
I reside within the	Corporate limits of Holly Springs
Have you served on this board in the past?	No
List any education, work experience or qualifications you have relevant to the Board of Adjustment.	retired Law Enforcement, B.S. degree
List any current or past volunteer activities in which you are / were involved.	Preschool and Elementary school boards/committees, community service activities,
What do you see as the responsibilities of this board and what do you hope to accomplish if appointed?	To conduct public hearings and render rulings on variances from the town's zoning regulations.
Do you have any personal or business interest(s) that could create a conflict of interest (either real or	No

perceived if you are
appointed?

Have you taken the
opportunity to attend any
board meetings prior to
the notice of this vacancy? Yes

Signature



Date & time 04/05/2021 9:36 PM

How did you find out
about these opportunities? referral

View [view all your submissions](#) easily.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Application to Serve on Board of Adjustment

Applicant Name	Lovely Martinez
E-mail	lovely.lovius@hotmail.com
Address	Street Address: 100 Greenhurst Cir City: Holly Springs State: NC Zip Code: 27540
How long have you lived in Holly Springs?	5 years
Name of neighborhood	Lovely Lovius Martinez
Home phone	(908) 444-2462
Current employer	Radware
Job title / occupation	Head of Digital Sales
I reside within the	Corporate limits of Holly Springs
Have you served on this board in the past?	No
List any education, work experience or qualifications you have relevant to the Board of Adjustment.	MBA Project Management
List any current or past volunteer activities in which you are / were involved.	n/a
What do you see as the responsibilities of this board and what do you hope to accomplish if appointed?	The Board of Adjustment conducts public hearings and renders rulings on variances from the Town's zoning regulations, appeals to zoning decisions made by Development Services staff, and appeals of determinations made by the Environmental Appeal Committee. I wish to be a voice for the community and represent the interest of the people of Holly Springs

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived if you are appointed?

No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy?

Yes

Signature



Date & time

04/14/2021 1:40 PM

How did you find out about these opportunities?

town website

View [view all your submissions](#) easily.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Application to Serve on Board of Adjustment

Applicant Name	Alicia Andrews
E-mail	aliciagood63@gmail.com
Address	Street Address: 508 Moore Hill Way City: Holly Springs State: NC Zip Code: 27540
How long have you lived in Holly Springs?	2 years
Name of neighborhood	Hensley
Home phone	(610) 905-3155
Current employer	Ramey Kemp Associates
Job title / occupation	Traffic Operations Civil Engineer
I reside within the	Corporate limits of Holly Springs
	Resume - Alicia Andrews.pdf
Have you served on this board in the past?	No
List any education, work experience or qualifications you have relevant to the Board of Adjustment.	Over 20 years of continuous progressive engineering design and construction management experience in engineering consulting and military sectors. Work with many municipalities throughout North Carolina, often directly with the Town of Holly Springs, and frequently with NCDOT. Good understanding of zoning regulations and laws due to engineering work. My resume is attached for reference.
List any current or past volunteer activities in which you are / were involved.	- Captain in the U.S. Army Reserve - Member of Society of American Military Engineers - Member of American Society for Engineering Management - Member of American Council of Engineering

Companies
- Member of American Society of Civil Engineers

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed?

Fully listen and review applications, research current zoning requirements, ask questions when details are not clear, work hand in hand with all board members and the Town to openly evaluate all requests. Help make a determination of whether or not zoning applications are acceptable or require changes. Work with the applicant to the maximum extent possible to clarify all issues.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived if you are appointed?

No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy?

Yes

Signature



Date & time

04/13/2021 7:52 AM

How did you find out about these opportunities?

Email from Jacob Rogers, CEO, Triangle Community Coalition

View [view all your submissions](#) easily.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Alicia Andrews

508 Moore Hill Way, Holly Springs, NC, 27540 (Hensley)

610-905-3155 // aliciagood63@gmail.com

[linkedin.com/in/alicia-andrews-495420b3](https://www.linkedin.com/in/alicia-andrews-495420b3)

EDUCATION

Continuing Education - BUSAD 5560: Leveraging Leadership Preferences for Project Management Success, Pennsylvania State University, Great Valley, PA, August 2018

Master of Engineering Management, Pennsylvania State University, Great Valley, PA, August 2015

- Member of the American Society for Engineering Management and Society of American Military Engineers

Bachelor of Science in Civil Engineering, Drexel University, Philadelphia, PA, June 2003

- Registered Professional Engineer-In-Training/PA/ET004885
- NCAA Division I Softball Award Winner
- Member of Circle K International and American Society of Civil Engineers

PROFESSIONAL EXPERIENCE

Traffic Operations Project Manager

Ramey Kemp Associates

February 2019 to Current

Raleigh, NC

- Oversee five engineers for the design of plans, specifications, and quantity cost estimates for traffic-related work
- Responsible for the overall budget, schedule, deliverables, and plan quality on 180 projects
- Successfully manage time, understand priorities, and genuinely enjoy working in a fast-paced environment
- Regularly coordinate with clients, NCDOT and municipal representatives, and other stakeholders
- Excellent communication skills and good at working side by side with a variety of contractors and staff
- Mentor junior associates and engineers by finding answers to technical questions and concerns
- Proficient with Microsoft Office, Microsoft 365, Project, Teams, Zoom, WebEx, and MicroStation software

Civil Engineer, 865th Forward Engineer Support Team - Advanced (FEST-A)

Captain, United States Army Reserve

October 2018 to Current

Fort Bragg, NC

- Serve as senior advisor on an eight-person team regarding project details related to civil engineering tasks
- Conduct site assessments of buildings, airfields, and other potential construction areas to evaluate ways of completing the desired scope of work
- Work with Department of Defense customers to prepare design packages that satisfy construction requirements
- Lead six junior Officers on Army Reserve functions and duties

Commander, 417th Engineer Company (Heavy Horizontal Construction)

Captain, United States Army Reserve, Operation Spartan Shield

January 2017 to September 2018

Middle East/Bullville, NY

- Responsible for the health, welfare, and safety of 160 Soldiers while deployed to Kuwait in 2017
- Accountable for 200 pieces of heavy construction equipment worth over \$40 million
- In charge of all company operations, completing 37 projects and 20 work orders in six countries, 13 locations simultaneously, totaling over 58,000 man-hours valued at \$4.1 million
- Improve company medical, physical, and training readiness by 25 percent in less than nine months
- Strengthen leadership skills in a high-stress environment and outperform peers receiving highest evaluation rating by senior supervisors
- Complete career progression core curriculum distance learning (80 hours) while overseas

Civil Project Engineer

November 2015 to December 2016

M&S Engineering

New Braunfels, TX

- Design roadway and drainage projects while pursuing and developing new traffic work for the company
- Prepare scopes of work, proposals, and cost estimates for design and construction
- Manage time and funding for three people in the civil department on several projects
- Regularly attend client coordination, board, council, and other meetings up to 250 miles from home office
- Conduct field observations to gather information for project design and meet with local residents

Civil Engineer Operations Officer, Contingency Response Unit

September 2015 to December 2016

First Lieutenant, United States Army Reserve

Washington, D.C.

- Augment engineer staff and technical engineering expertise for FEMA military and civil contingency operations
- Member of 96-hour rapid response team for national disaster and humanitarian relief operations
- Certified Additional Skill Identifier for quality assurance “Technical Project Engineer”

Transportation Project Engineer

June 2003 to October 2015

Pennoni Associates, Inc.

King of Prussia, PA

- Design traffic engineering projects with experience in multi-million-dollar signal design, construction inspection, impact fee assessments, land development reviews, scheduling, cost estimation, and specification writing
- Prepare and modify traffic signal, traffic control plans, and tabulations for permitting and construction
- Signing and pavement marking layout and plan preparation
- Utility and at-grade rail coordination
- ADA compliant concrete curb ramp design and construction inspection
- Traffic signal mast arm structural foundation, controller cabinet, and other signal equipment inspection
- Continuous coordination with local municipalities, government and private contractors, and other stakeholders
- Inspect, measure, and gather field project site data for design and construction considerations
- Evaluate documented accident report information and incorporate into intersection and corridor design
- Proficient in AutoCAD, AutoTurn, Highway Capacity Software, Synchro, SimTraffic, Petra, and PC Warrants
- International Municipal Signals Association certifications in Work Zone Safety and Traffic Signal - Level I

Commander, 904th Engineering Facilities Detachment (EFD)

October 2014 to September 2015

First Lieutenant, United States Army Reserve

Fort Indiantown Gap, Annville, PA

- Lead 15 senior-grade personnel to provide base facilities management for troop concentrations
- Supervise unit activities, develop training, and ensure team physical, mental, and emotional operational readiness
- Conduct environmental assessments and provide unit remediation expertise
- Coordinate with military and civilian engineering divisions to offer design solutions for training facilities
- Deliver cost-effective designs packages, beyond customer expectations with a 100% on-time completion rating
- Complete 30-hour Occupational Safety and Health Administration (OSHA) training course in Construction

Construction Engineer Plans Officer/Platoon Leader, 365th Engineer Battalion

August 2013 to September 2014

First Lieutenant, United States Army Reserve, Operation Enduring Freedom

Bagram Air Field, Afghanistan

- Supervise 21 personnel to facilitate quality mobilization training while managing construction training missions
- Directly responsible for the design and coordination of over 120 completed projects, in excess of \$5 million
- Manage project schedules, facilitate movement of 30 to 150 person lower echelon elements and equipment
- Determine construction Bill of Material and creatively coordinate throughout country to address shortages
- Develop risk-based assessments and After-Action-Reviews to evaluate task effectiveness
- Conduct site inspections, estimate costs, review Daily Construction Reports, and maintain project trackers
- Liaison between construction units, Department of Defense, and contract representatives on day-to-day tasks in order to accomplish construction missions and maintain quality control
- Present daily updates on current and proposed projects to up to 30 organizational staff members
- Work with other leaders to coordinate enhanced team technical skills by leading classes, providing one on one counseling's, and facilitating school opportunities
- Complete U.S. Army Corps of Engineers Contingency Engineer Management Course

Application to Serve on Board of Adjustment

Applicant Name	Brian Rickard
E-mail	brickard27540@gmail.com
Address	Street Address: 101 Tayberry Court City: Holly Springs State: NC Zip Code: 27540
How long have you lived in Holly Springs?	6 months
Name of neighborhood	Bridgeberry
Home phone	(919) 427-1037
Current employer	Taylor Morrison
Job title / occupation	Area Sales Manager/Broker-in-Charge
I reside within the	Corporate limits of Holly Springs
	RICKARD Resume 8.18.20.doc
Have you served on this board in the past?	No
List any education, work experience or qualifications you have relevant to the Board of Adjustment.	Licensed Real Estate Agent since 2010, Sold real estate in the Raleigh-Durham MSA since 2005, Broker-in-charge with Taylor Morrison and Lennar. Member of the Wake County HBA, Triangle MLS, and Triangle Sales and Marketing Council.
List any current or past volunteer activities in which you are / were involved.	Youth football coach in Illinois.
What do you see as the responsibilities of this board and what do you hope to accomplish if appointed?	Responsibilities of this board are to ensure that the decisions that are made regarding land use and zoning are fair to the community. Having citizens of the town represent this board ensures that the community voice is heard with regard to land use.
Do you have any personal or business interest(s) that could create a conflict of	No

interest (either real or perceived if you are appointed?

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? No

Signature



Date & time 04/09/2021 2:30 PM

How did you find out about these opportunities? Referral

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BRIAN SCOTT RICKARD

431 Plainview Ave.
Raleigh, NC 27604
(919) 427-1037

E-Mail: brickard27559@gmail.com

OBJECTIVE

A VP of Sales position within the real estate industry.

SUMMARY OF ACHIEVEMENTS & QUALIFICATIONS

- Member of the Triangle Sales and Marketing Council (TSMC).
- Member of the Raleigh Regional Association of Realtors
- Member of the Wake County HBA
- 2006, 2009 Salesperson of the Year with KB Home
- 2010 M/I Homes Salesperson of the Quarter for Q2 and Q3
- 2012 M/I Homes Salesperson of the Year
- 2015, 2016 Lennar President's Circle
- 2019 Ritz Carlton Design Committee – Taylor Morrison
- Knowledge of computers, working with Windows, Excel, Word, Sims, CRM, Pivotal. Salesforce
- Excellent leadership, organizational, communication, and people skills.
- Works well with all levels of management, co-workers, and the public.
- Thrives in a busy, fast-paced working environment.

PROFESSIONAL EXPERIENCE

Taylor Morrison – Raleigh-Durham

Area Sales Manager, Broker-in-Charge (January 2017 – Present)

National new home builder currently ranking in the top 5 in the Raleigh-Durham market

Assembled team of top producing talent that is on pace to double sales volume from 2018 to 2019 and to 2020. Successfully merged the sales team of AV Homes with Taylor Morrison via acquisition by Taylor Morrison. Daily tasks include training sales team in the sales process and implementing new policy and procedure. Established a solid, disciplined team of real estate professionals that has continued to meet or exceed goals month over month.

Lennar, Raleigh-Durham, North Carolina

New Home Consultant, Broker-in-Charge (June 2014-December 2016)

National new home builder ranking in the top 2 consistently in sales and closings for the Raleigh-Durham MSA.

Actively sold Parkside at Bella Casa selling 232 home sites in a 2 ½ year period leading the Apex market in volume. Also, performed Broker-in-charge duties for the firm from June 2016 to present.

NewCon Realty, LLC – Raleigh-Durham, North Carolina

Owner, Broker-in-Charge (July 2013-June 2014)

Opened new firm representing buyers of new construction housing. Inaugural year of business grossed 12 sales with a volume of \$4,800,000.

M/I Homes, Raleigh-Durham, North Carolina

New Home Consultant (April 2010-June 2013)

National new home builder; number four in the Triangle for overall sales and closings. Increased sales in Briar Chapel development in Chatham County, Chapel Hill from 2009 to 2010 by 230% making Briar Chapel one of the best-selling communities in the Triangle. Maintained a customer approval rating of 96% through closings.

KB HOME, Raleigh-Durham, North Carolina

Lead Area Sales Rep (2004-2006; 2008-2010)

Consistent sales leader in units and revenue along with customer satisfaction scores. Managed one of the fastest selling communities in 2006 (Amberly) and oversaw a team of 4 sales agents, 3 Superintendents, and 2 Customer Service Representatives. Met or exceeded quarterly goals in each quarter while managing

the even flow process from contract through closing and consistently improving cycle times in the field.

Regional Sales Manager and Performance Coach (2006-2008)

Responsible for team of 10 sales agents with focus on daily email leads from across the country with the ability to sell a variety of neighborhoods. Lead new hires in daily training in the structured selling/critical path arena while assisting in marketing and advertising for weekly and monthly campaigns. Coached, mentored, and motivated sales agents with continuous follow up and role playing to achieve maximum performance. Set goals and business plans, reviewed mystery shops and conducted quarterly reviews.

LAKEWOOD HOMES, Hoffman Estates, Illinois

Sales Representative (2002-2004)

A leading new home builder, number one in the Chicago area. Responsible for real estate sales, showing properties, buyer qualifying, working with lenders, promotional work, advertising, customer relations, and other sales-related functions. Has been a top sales producer, and had been named "Sales Associate of the Month" on numerous occasions.

EDUCATION

NORTHERN ILLINOIS UNIVERSITY, Dekalb, Illinois

MORAINNE VALLEY COMMUNITY COLLEGE, Palos Hills, Illinois

REFERENCES

Available upon request

Application to Serve on Board of Adjustment

Applicant Name	Matthew Lawless
E-mail	iratt621@gmail.com
Address	Street Address: 224 Skymont Drive Street Address Line 2: 224 Skymont Drive City: Holly Springs State: NC Zip Code: 27540
How long have you lived in Holly Springs?	1 year
Name of neighborhood	Rhamkatte Village
Home phone	(917) 337-7000
Current employer	Self Employed
Job title / occupation	Real Estate / HR
I reside within the	Corporate limits of Holly Springs
	Matthew Lawless (Resume).pdf
Have you served on this board in the past?	No
List any education, work experience or qualifications you have relevant to the Board of Adjustment.	Fully Licensed NC Real Estate Broker (Feb 2021)
List any current or past volunteer activities in which you are / were involved.	None locally
What do you see as the responsibilities of this board and what do you hope to accomplish if appointed?	Hearing and determining appeals, interpretations of, and variances to the zoning regulations. I'd love to get more involved with the community in general, and this particular assignment would be a great introduction to that as well as related to learning about local ordinances and zoning in Holly Springs.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived if you are appointed?

No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy?

No

Signature



Date & time

04/05/2021 4:49 PM

How did you find out about these opportunities?

Holly Springs website

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MATTHEW LAWLESS

SENIOR HUMAN RESOURCES PROFESSIONAL

COMPETENCIES

Organizational Strategy
 Employment & Labor Law
 Data Analytics
 Full Cycle Recruitment
 Succession Planning
 Compensation & Benefits
 Policy Design / Arbitration
 HRIS & Business Technology
 Talent Management

TRAINING

Behavioral Interviewing
 Labor & Conflict Resolution
 Situational Leadership
 ADP Workforce Now
 Sequoia One HRIS (PEO)
 Harassment & Discrimination
 A.S.E. Affirmative Action Plan
 Workplace Diversity

MEMBERSHIPS

First Round Capital
 Society for HR Managers
 HR Expert Focus Group
 Resources for Humans

EDUCATION

University of MO, Columbia
 • Interdisciplinary Studies

INTERESTS



SUMMARY

Forward thinking people partner offering a progressive HR background with start-up, Fortune 500, unionized, and not-for-profit organizations. Broad based knowledge of EEO, FLSA, FMLA, ADA, DOL, NLRA & ACA.

EXPERIENCE

Owner, [HRMonic.com](#)

HRMonic | Raleigh - Durham - Chapel Hill Area, NC

2020 - present

- A full service HR solution for small to medium sized businesses focusing on culture development, full cycle recruitment, organizational design, total rewards, and employee relations.

Senior HRBP, People

150 employees

Bowery Farming | New York, NY

2018 - 2019

- Led People/HR efforts to more than double organizational growth within first 3 months with company.
- Built out career pathing and leveling system specific to tech start-up needs.
- Decreased variable labor cost per hour by 30%, saving an estimated \$225,000 per year.
- Managed PEO and options pool and tracking, including ISO NOGs and early exercise agreements.
- Created comprehensive orientation and onboarding programs for hourly and salaried workforces.

Director, Organizational Development BNF Partners, NY |
New York, NY

400 employees
2014 - 2018

- Built and launched the corporate HR function for multi-state high growth start-up organization.
- Realized an annualized savings of \$780,000 brokering partner benefits program with labor leadership.
- Served as interdepartmental projects lead for finance, marketing, fixed operations, and sales functions.
- Oversaw ADP payroll system and initiatives, including an annual payroll budget of \$28.4M.

Director, Employee Services

275 employees

Ford Motor Company | New York, NY

2006 - 2014

- Managed benefits, recruitment and compliance for \$350M multi-company luxury retail center.
- Selected by Ford executive team to plan and manage \$4.8M operational shut down (RIF).
- Served as representative and spokesperson for all employment, labor and media related concerns.
- Protected 40 jobs by repositioning company expenditures and renegotiating TPAs during 2008 recession.

Human Resources Manager

800 employees

Lear Corporation | Saint Louis, MO

2001 - 2006

- Fast tracked within 9 months to become the youngest HR Manager (of 20 sites) throughout North America.
- Resolved 5000+ Step I, II and III level grievances acting as company liaison and chief negotiator.
- Reduced absenteeism from +25% to under 8% by implementing a no fault, point based attendance policy.
- Vetted and onboarded over 250 new hires in under 2 months in response to critical need for 2nd shift.

Application to Serve on Board of Adjustment

Applicant Name	Nicholas Pupa
E-mail	nick.pupa@outlook.com
Address	Street Address: 201 Middlegreen Place City: Holly Springs State: NC Zip Code: 27540
How long have you lived in Holly Springs?	15 years
Name of neighborhood	Sunset Oaks
Home phone	(919) 906-0654
Current employer	DSM
Job title / occupation	Category Manager
I reside within the	Corporate limits of Holly Springs
Have you served on this board in the past?	No
List any education, work experience or qualifications you have relevant to the Board of Adjustment.	I have lived in Holly Springs for most of my adult life and our family loves it here. I have worked in a commercial capacity for large, global companies and hope to bring that diverse experience as an asset to the board.
List any current or past volunteer activities in which you are / were involved.	I have served on HOA boards in Holly Springs for more than 6 year's, am the current chair of the Global Business Travel Association Meetings & Events Committee, and volunteer to coach kids sports year-round.
What do you see as the responsibilities of this board and what do you hope to accomplish if appointed?	I hope to continue to build on the success of Holly Springs being one of the most desirable places in the country to raise a family for many years to come.
Do you have any personal or business interest(s) that could create a conflict of	No

interest (either real or perceived if you are appointed?

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? Yes

Signature



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Holly Springs New Hill Rd

New Hill Rd

W Holly Springs Rd

GB Alford Hwy

Avent Ferry Rd

Rex Rd

Cass Holt Rd

Piney Grove Wilson Rd

N Main St

S Main St

Holly Springs Rd

N Broad St

Sunset Lake Rd

Basin Lake Rd

Optimist Farm Rd

BOA Applicants

- 1 Devin Cofield
- 2 Jazmia Inserillo
- 3 Lovely Martinez
- 4 Alicia Andrews

- 5 Brian Rickard
- 6 Matthew Lawless
- 7 Nicholas Pupa

 Current BOA Members





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 19.

Unfinished Business

Title: Memorandum of Understanding (MOU) with the Town of Fuquay-Varina for New Waterline Conveyance Analysis

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

Staff Resource: Kendra Parrish, Utilities and Infrastructure, Rachel Ingham, Utilities and Infrastructure, Seann Byrd, Utilities and Infrastructure

Action(s):

Authorize the Town Manager to enter into a Memorandum of Understanding (MOU) with the Town of Fuquay-Varina for cost sharing associated with a Preliminary Engineering Report (PER) to study options for the conveyance of drinking water from the Sanford water treatment plant to Wake County.

Explanation:

- On September 1, 2020, Town Council approved a Memorandum of Understanding (MOU) with the City of Sanford to participate in a Preliminary Engineering Report (PER) to study scope and costs associated with expansion of the Sanford Water Treatment Plant.
- The City of Sanford is continuing to pursue the Water Treatment Plant Expansion project. The final technical memorandums resulting from the PER with the City of Sanford are nearing completion and should be delivered within the next three months. Town Council will be briefed on findings at a future workshop.
- The next step to continue evaluating this option will be to enter into this MOU with the Town of Fuquay-Varina to engage in a PER to study the feasibility of conveying potable water from the Sanford Water Treatment Plant to Wake County.
- Partnering in this PER would allow Holly Springs to have input on the conveyance route and would reduce costs for the town because engineering fees will be shared between municipalities.
- The PER does not commit the town to enter into an agreement to purchase water from the City of Sanford, only to share in some portion of the total costs of the PER (\$1,003,680), the share of which to be determined later, and to spend \$76,650 (included in the proposed FY21/22 budget) for phase 1 of the study, by July 30.
- The feasibility study will identify potential transmission routes and hydraulic considerations associated with conveyance.

Background:

- The Town of Holly Springs currently holds an agreement to obtain 10 Million Gallons per Day (MGD) of potable water from the Harnett County Regional Water Treatment Plant.

The town also has an additional 2 MGD available from Jordan Lake. There are four water interconnections with the Town of Apex, Town of Cary, Town of Fuquay-Varina, and Harnett County. Only Harnett County provides continuous water supply.

- At the June 9, 2020 Town Council Workshop, staff shared an update on future water supply needs. With the newly adopted Future Land Use & Character Plan, the water supply needed at future build-out of the town was increased to approximately 16 MGD - a 4 MGD increase from the previously anticipated water demand. In addition, recent economic development efforts drive the need to move expeditiously to obtain increased water supply.
- Steps for meeting the increased water supply include continued discussions and pursuit of relevant projects. Conversations with the Town of Cary and the Town of Apex indicated that these municipalities can only commit to supply water to Holly Springs on a temporary/mutual aid basis. Conversations with Harnett County Regional Water indicated no firm commitment to provide Holly Springs more than 10 MGD of water.
- At the September 1, 2020 Town Council meeting, an MOU was approved with the City of Sanford to a partner in a PER to study the options for water treatment plant expansion to serve additional regional partners, including Fuquay-Varina, Chatham County, Pittsboro, and Holly Springs. Findings from that PER indicate that an upgrade to the Sanford water treatment plant will allow Sanford to have available capacity to provide water to the Town of Holly Springs and other regional partners.
- In order for Holly Springs to utilize the additional water supply from Sanford, construction of water mains is needed to convey water from the Sanford water treatment plant to potential partners.
- Next steps for pursuing the Sanford option for increasing water supply will require:
 - Partnering in an MOU with the City of Sanford for cost sharing associated with the design of water treatment plant upgrades. (To be presented at a future workshop)
 - Additional commitment to the MOU with the Town of Fuquay-Varina for cost sharing associated with the PER for conveyance of water from Sanford to Wake County. Holly Springs' share is anticipated to be 40% of the total cost, based on additional capacity requested by two participating regional partners

Funding Source(s):

- Initial funding for this project was approved by Town Council in the Community Investment Plan

Attachment(s):

1. FV HS MOU preliminary Engineering Report

STATE OF NORTH CAROLINA
COUNTY OF WAKE

MEMORANDUM OF UNDERSTANDING
FOR A JOINT WATER TREATMENT
PRELIMINARY ENGINEERING REPORT

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), made and entered into this _____ day of _____, 2021, by and between the TOWN OF FUQUAY-VARINA, a North Carolina Municipal Corporation, herein referred to as “Fuquay-Varina”, and the TOWN OF HOLLY SPRINGS, a North Carolina Municipal Corporation, herein referred to as “Holly Springs”, each additionally referred to herein as either a “Party”, and collectively as the “Parties”.

WITNESSETH:

WHEREAS, this MOU is undertaken due to the mutual interest of both entities to determine if a collaborative treated water conveyance system from the Sanford Water Treatment Plant is a viable solution for respective future water capacity needs; and

WHEREAS, both entities have previously signed a memorandum of understanding with the City of Sanford to determine if a collaborative water treatment plant expansion is a viable solution for future water treatment needs; and

WHEREAS, the City of Sanford, located in Lee County, currently owns and operates a municipal water treatment plant and has indicated it would be willing to sell treatment capacity as part of its plant expansion to both Fuquay-Varina and Holly Springs; and

WHEREAS, the Fuquay-Varina and Holly Springs desire to explore mutually beneficial options for a treated water conveyance system; and

WHEREAS, a cost sharing arrangement and the utilization of resources and personnel from both entities will maximize the opportunity for a successful program.

WHEREAS, As a result of increasing water demands and projections due to expected population growth, Fuquay-Varina and Holly Springs have determined that additional treated water capacity will be required within the next 25 years. Fuquay-Varina and Holly Springs have agreed in principle to embark on a water treatment preliminary engineering report with the City of Sanford to determine if a joint water treatment facility expansion is a feasible solution to the future water treatment needs and are now agreeing in principle to embark on preliminary engineering report to determine if a joint treated water conveyance system is also feasible

NOW, THEREFORE, the Parties hereto agree as follows:

As a result of increasing water demands and projections due to expected population growth, Fuquay-Varina and Holly Springs have determined that additional treated water capacity will be required within the next 25 years. Fuquay-Varina and Holly Springs have agreed in principle to embark on engaging an expert engineering firm to prepare a water treatment preliminary engineering report with the City of Sanford to determine if a joint water treatment facility expansion is a feasible solution to the future water treatment needs and are now agreeing in principle to embark on engaging an expert engineering firm to perform preliminary engineering

report to determine if a joint treated water conveyance system is also feasible.

1. Program of Work

Through a qualification based selection process, Fuquay-Varina has engaged Hazen and Sawyer, teamed with Freese and Nichols, to conduct a treated water conveyance system preliminary engineering report on behalf of the Parties for a not to exceed amount of \$1,003,680. A copy of the scope and the fee derivation are attached as Exhibit A.

2. Shared Costs

The Parties hereto agree to mutually share in the costs of preparing the joint water conveyance preliminary engineering report. Holly Springs shall contribute \$76,650, representing 1/3 of the fees for Item 1 – Routing and Siting, Item 11– Potential Partner Coordination, and Item 14-Preliminary Engineering report for their portion of the preliminary engineering report costs. The \$76,650 shall be paid to Fuquay-Varina by July 30, 2021.

If Holly Springs determines that a joint water conveyance system is feasible and elects to participate in the project, their portion of the remaining items in Attachment A shall be a pro-rata share of the costs determined by ratio of treated water system conveyance capacity, i.e., if the capacity of the conveyance system is designed for 10 million gallons day (mgd), and Fuquay-Varina has 6 mgd of conveyance capacity and Holly Springs has 4 mgd of conveyance capacity, the Fuquay-Varina would pay 60% of preliminary engineering costs and Holly Springs would pay 40% of preliminary costs. Parties recognize that the decision by Holly Springs may occur after completion of the Preliminary Engineering Report, and that their pro-rata share would be submitted as a reimbursement to the Town of Fuquay—Varina within 60-days of notification that they will participate in the conveyance system. Future project costs would be memorialized in an Agreement that also addresses ownership, operation and maintenance of the system.

3. Areas of Collaboration

The Parties shall mutually agree to work together to do the following:

- a. Participate in the joint report workshops and meetings;
- b. Cooperate in distributing available information to the other party as well as to any third parties as required;
- c. Review infrastructure alternatives;
- d. Develop a Preliminary Engineering Report;
- e. Determine a viable solution.

4. Term of the MOU

This MOU is effective upon full execution by the Parties, and will remain in full force and effect for a period of one year. No later than February 28, 2022, the MOU may be reviewed and renewed for an additional one (1) year period by mutual consent of the Parties in

writing.

5. Termination

Each party reserves the right to terminate this MOU upon thirty (30) days' written notice to the other. In addition, if either party fails to fulfill in timely and proper manner the obligations under this MOU, for any reason, the other party shall have the right to terminate this MOU, by giving written notice, and the termination will be effective upon receipt.

6. Meetings

To accomplish these objectives, the Parties' Staff may meet once per month for the purposes of program planning and monitoring, evaluating outcomes, and to review and ensure that each partner is in compliance with this Memorandum of Understanding. Each Party shall appoint a direct contact to be responsible for the Party under this MOU, as indicated in the Notice provision.

7. Notice

All notices or other communications arising hereunder shall be sent to the following:

Town of Fuquay-Varina
Attn: Jay T. Meyers, Public
Utilities Director
134 N. Main Street
Fuquay-Varina, NC 27526
Phone 919-567-3911
email: jmeyers@fuquay-varina.org

Town of Holly Springs
Attn: Kendra Parrish, Executive Director
of Utilities & Infrastructure Services
128 S. Main Street
Holly Springs, NC 27540
Phone 919-577-3150
email: kendra.parrish@hollyspringsnc.us

8. Amendment

Any amendment to this MOU to be effective, must be in writing, signed by both Parties, and executed with the same formality and approvals as the foregoing MOU.

9. No Waiver of Immunity

Nothing herein shall be construed to mandate purchase of insurance by ~~the City~~Holly Springs, or to, in any other way, waive the defense of sovereign or governmental immunity from any cause of action alleged or brought against CityHolly Springs, for any reason, if otherwise available as a matter of law.

Nothing herein shall be construed to mandate purchase of insurance by the ~~Town~~Fuqua-Varina, or to, in any other way, waive the defense of sovereign or governmental immunity from any cause of action alleged or brought against the TownFuquay-Varina, for any reason, if otherwise available as a matter of law.

10. Non-Appropriation

Fuquay-Varina and Holly Springs are governmental entities, and the MOU validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that funds are not available and not appropriated to the program specified in this MOU, the non-appropriating party shall immediately inform the other party in writing, and within thirty (30) days thereof ~~then~~ this MOU shall automatically expire without penalty to either party.

In the event of a legal change in either party's statutory authority, mandate, and mandated functions, which adversely affects the authority to continue performing obligations under this MOU, then this MOU shall automatically expire without penalty to either party.

11. No Third-Party Beneficiaries

This MOU is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

12. Applicable Law

All matters relating to this MOU shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions.

13. Relationship of Parties

Fuquay-Varina and Holly Springs are, and shall remain independent contractors, with respect to any service or function performed under this MOU. Except as provided for in this MOU, each party shall select the means, method, and manner of performing their respective services herein. Each party is an independent contractor and shall not represent itself or be deemed as an officer, agent, or employee of the other party, for any purpose. Nothing under this MOU is intended or should be construed in any manner, to create a partnership, joint agency, or venture between the Parties. Each party agrees that it will obey all State and Federal statutes, rules, and regulations which are applicable to any responsibility or duty outlined herein.

14. Applicability of North Carolina Public Records Law

Notwithstanding any other provisions of this MOU, this MOU and all materials submitted by the parties to one another are subject to the public records laws of the State of North Carolina and it is the responsibility of the submitting party to properly designate materials that may be protected from disclosure under North Carolina law as such and in the form required by law prior to the submission of such materials to the other party. The parties understand and agree that the Parties may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute

a breach of the terms of this MOU. To the extent that any other provisions of this MOU conflict with this paragraph, the provisions of this section shall control.

15. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations, or ordinances applicable to the parties and the services performed under this MOU, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the MOU must take reasonable measures and implement reasonable protections when a weather event, otherwise defined as a force majeure event, is forecast to be eligible to be excused from the performance otherwise required under this MOU by this provision.

16. Non-Discrimination

To the extent permitted by North Carolina law, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this MOU.

17. E-Verify

Any subcontractor employed by the Parties as a part of this MOU shall comply, to the best of the Parties' knowledge, with the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with NCGS §64-25 et. seq.

17.18. Advertising

The parties shall not use the existence of this MOU, or the name of the other, as part of any advertising without the prior approval of the other party.

18.19. Miscellaneous

The Parties shall be responsible for the proper custody and care of any property furnished or purchased by the other party for use in connection with the performance of this MOU, and will reimburse the other party for the replacement value of its loss or damage.

19.20. Severability

If any provision of this MOU shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this MOU.

20.21. Counterparts

This MOU may be executed in several counterparts, each of which shall be deemed an original.

21.22. Incorporation of Documents/Complete Agreement

This MOU, and any documents incorporated below, represent the entire Agreement between the parties and suspend all prior oral or written statements, or Agreements.

IN WITNESS WHEREOF, being duly authorized, Fuquay-Varina has executed the foregoing with the signature of its Town Manager, attested by its Clerk, with the official seal affixed, and, being duly authorized, Holly Springs has executed with the signature of its Town Manager, attested by its Town Clerk, with the official seal affixed, the day and year first above written.

TOWN OF FUQUAY-VARINA

By: _____
Adam Mitchell, Town Manager

ATTEST:

By: _____
Rose Rich, Town Clerk
(Affix Seal)

THIS INSTRUMENT APPROVED AS TO FORM:

James Adcock, Town Attorney

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

By: _____
JoAnne Crabtree, Finance Director

TOWN OF HOLLY SPRINGS

By: _____
Randy Harrington, Town Manager

ATTEST:

By: _____
Linda McKinney, Town Clerk
(Affix Seal)

John Schifano, Town Attorney

By: _____
~~Antawn~~ Antwan Morrison, Finance Director