



Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of October 5, 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. Community Planning Month Proclamation
6. Domestic Violence Awareness Month Proclamation

REQUESTS AND COMMUNICATIONS

7. InterAct Presentation
8. Comprehensive Transportation Plan (CTP) Update

CONSENT AGENDA

9. Approve the minutes of the September 14, 2021 and September 16, 2021 Workshop Meetings, and the September 21, 2021 Business Meeting.
10. Voluntary Annexation A21-03, Friendship Development
11. Voluntary Annexation A21-04, Elementary School 52 Rex Road
12. Memo of Understanding (MOU) with Holly Springs Half Marathon (HSHM)
13. Cleaning Contract for Town Facilities
14. Capital Project Budgeting Updates and Encumbrance Carry-Forward
15. Installment Finance Agreement for Vehicles & Equipment
16. Twelve Oaks Pump Station Upgrade (Task 1, Phase II - Interceptor System Preliminary Design, TP 18-005)

NEW BUSINESS

17. Amendment to Animal Control Ordinance
18. Selection of Town Council Representative to the Northeast Gateway Master Plan Advisory Committee

OTHER BUSINESS

MANAGER'S REPORT

CLOSED SESSION -

ADJOURNMENT

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



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 5.

Recognitions

Title: Community Planning Month Proclamation

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Chris Hills, Development Services

Action(s):

Proclaim October as Community Planning Month in Holly Springs

Explanation:

- The American Planning Association designates October as National Community Planning Month in the United States.
- In an effort to bring attention to the excellent efforts of our citizen and professional planners in Holly Springs, staff is requesting that Mayor Sears proclaim October as Community Planning Month in the Town of Holly Springs.

Background:

- Community Planning is more important than ever as communities continue to navigate the disruptive changes brought about by the pandemic.
- Planners work to improve the well-being of all people living in our communities by taking a comprehensive perspective.
- This approach leads to safer, more resilient, equitable, and prosperous communities.
- We celebrate the role that planning plays in creating great communities each October with National Community Planning Month.
- Staff will use this opportunity to recognize the Citizen Planners, Planning Board, and Professional Planning Staff for their efforts in Holly Springs.

Funding Source(s):

N/A

Attachment(s):

1. Community Planning Month 2021

Town of Holly Springs



A Proclamation By The Mayor

Community Planning Month 2021

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the Town of Holly Springs; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the Town of Holly Springs and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, I, Mayor Dick Sears, do hereby proclaim October 2021 as

Community Planning Month

in the Town of Holly Springs, in conjunction with the celebration of National Community Planning Month

Proclaimed this, the 5th day of October, 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 5th day of October, 2021.

Dick Sears, Mayor



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Recognitions

Title: Domestic Violence Awareness Month Proclamation

Strategic Priority Area: Safe & Friendly

Staff Resource: Mayor Sears

Action(s):

Proclaim October as Domestic Violence Awareness Month in Holly Springs

Explanation:

- Domestic violence can include physical, mental, emotional, sexual, and financial abuse, and is used as a means of intimidation and violence to control a partner involved in an intimate relationship.
- An estimated 35% of women and 30% of men in North Carolina are victims of domestic violence, according to the National Center for Injury Prevention and Control of the Centers for Disease Control.
- According to the NC Department of Public Safety, there was a 24.1% increase in domestic violence related homicide during 2020.

Background:

- Research shows that creating communities where people are connected, supportive, and care for one another can reduce incidents of domestic violence.
- Domestic violence touches all communities, regardless of age, race, disability, gender identity or socioeconomic status.

Funding Source(s):

N/A

Attachment(s):

1. Domestic Violence Awareness

Town of Holly Springs



A Proclamation By The Mayor

Domestic Violence Awareness Month

WHEREAS, the Town of Holly Springs is concerned about the issues of domestic violence in the state of North Carolina; and

WHEREAS, domestic violence, which can include physical, mental, sexual, emotional, and financial abuse, is a means of intimidation and violence to influence and control a partner involved in an intimate relationship; and

WHEREAS, statistics from the National Center for Injury Prevention and Control of the Centers for Disease Control show that approximately 35% of women and 30% of men in North Carolina experienced domestic violence in 2019; and

WHEREAS, according to the NC Department of Public Safety there were 134 victims of domestic violence related homicide in North Carolina during 2020, a 24.1% increase over 2019; and

WHEREAS, domestic violence does not discriminate and touches all communities regardless of age, race, disability, gender identity, or socioeconomic status; and

WHEREAS, research shows that creating communities where people are connected, supportive, and care for one another can reduce incidents of domestic violence; and

WHEREAS, the elected officials of the Town of Holly Springs believe educating our community on the issue of domestic violence is vitally important; and,

WHEREAS, October is recognized as National Domestic Violence Awareness Month;

NOW THEREFORE, I, Dick Sears, Mayor of the Town of Holly Springs, North Carolina, do hereby proclaim October, 2021 as

Domestic Violence Awareness Month

in the Town of Holly Springs to draw attention to this important issue.

Proclaimed this, the 5th day of October, 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 5th day of October, 2021.

Dick Sears, Mayor



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Requests & Communications

Title: InterAct Presentation

Strategic Priority Area: Safe & Friendly

Staff Resource: Linda McKinney, Town Clerk

Action(s):

No action required.

Explanation:

- In FY 2020-21, Council awarded \$2,000 to InterAct as part of its Civic Nonprofit Grant program.
- October is Domestic Violence Awareness Month, making this an appropriate time for InterAct to report to Council.
- Allison Strickland, co-Interim Executive Director of InterAct will give Council an update on InterAct's activities in the area and how the grant funds were spent.

Background:

- InterAct is an organization dedicated to ending the cycle of domestic and sexual violence in Wake County.
- Between July 1, 2019 and June 30, 2020, InterAct served at least 86 victims who reported living in Holly Springs. The number is probably higher, as many victims do not disclose personal information for safety reasons.
- Council has supported InterAct's work through grant funding since 2012.

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Requests & Communications

Title: Comprehensive Transportation Plan (CTP) Update

Strategic Priority Area: Engaged, Healthy, & Active Community

Responsible & Balanced Growth

Economic Prosperity & Diversity

Safe & Friendly

Staff Resource: Emmily Tiampati, Development Services

Action(s):

No action is required at this time.

Explanation:

- The Comprehensive Transportation Plan (CTP) project management team will provide an update on progress.
- A summary of information will include:
 - Highlights pertaining to recently completed and upcoming community engagement activities
 - Preliminary review findings and recommendations of various modes of transportation
 - Interactive project prioritization methodology
 - Next steps
- The completion date and adoption of the CTP is anticipated in early 2022.

Background:

- The Comprehensive Transportation Plan (CTP) was last completed in June 2011 with an amendment in July 2013.
- The Town Council approved the CTP update consultant contract with Kimley Horn in September 2020.
- The FY20-21 Budget includes \$400,000 for the completion of the CTP.
- The CTP:
 1. Specifies details of the Town's multi-modal transportation planning and transportation improvement evaluation for new development.
 2. Provides guidance on the Town's planning for future transportation related investments over the next 5-10 years.
 3. Evaluates transportation improvements to be constructed as a part of the impact of new development on the transportation system, sidewalk connectivity and construction priorities, and how the Town's transportation system will provide safe and identifiable connections with the Town's greenways (currently being identified in the Parks & Recreation and Greenway Master Plan).

- Accomplishments to date include:
 - Steering Committee meetings
 - Pop-Up events such as Juneteenth at the Farmer's Market
 - Safety and hot spot special studies analyses
 - Complete Streets recommendations
 - Sidewalk gap analysis
 - Transit analysis
 - Roadways recommendations review
 - Traffic Impact Analysis (TIA) policy development, among other tasks.
- Periodic updates can be found at <https://www.hollyspringsnc.us/ctp>

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Consent Agenda

Title: Approve the minutes of the September 14, 2021 and September 16, 2021 Workshop Meetings, and the September 21, 2021 Business Meeting.

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Approve the minutes of the Council's Workshop meetings held September 14, 2021 and September 16, 2021, and the Business meeting held September 21, 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. 9.14.21 workshop minutes -DRAFT
2. 9.16.21 TC & PB workshop minutes - DRAFT
3. 9.21.21 minutes_notes

Mayor and Council Workshop

6 p.m. September 14, 2021

Holly Springs Law Enforcement Center and Zoom



MINUTES

The Holly Springs Town Council held a workshop meeting on Tuesday, September 14, 2021 at the Law Enforcement Center and via video conferencing. Mayor Sears presided, calling the meeting to order at 6:00 p.m. A quorum was established as the Mayor and three Council members were present as the meeting opened, and one Council member was present via Zoom.

Council Members Present in the room: Mayor Sears, Mayor Pro Tem Dan Berry, and Councilman Aaron Wolff, and Councilwoman Christine Kelly

Council Members Participating Remotely: Councilman Shaun McGrath

Council Members Absent: Councilman Peter Villadsen.

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; Corey Petersohn, Administration; LeeAnn Plumer, Director Parks and Recreation; Matt Beard, Parks and Recreation; Antwan Morrison, Director Finance; Kendra Parrish, Executive Director of Utilities and Infrastructure; Rachel Ingham, Utilities and Infrastructure; Seann Byrd, Utilities and Infrastructure; Kimberly Keyes, Utilities and Infrastructure; LeRoy Smith, Fire Chief; Chris Hills, Director of Development Services.

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

2. Water Demand

Rachel Ingham, Utilities and Infrastructure, said this item was to review the Town's current water supply and demand, discuss additional water supply sources, and receive input and guidance on options for meeting future demand. She reviewed the current supply of 12 Million Gallons Per Day (MGD) of water and where it comes from. The Town has an agreement for a maximum of 10 MGD from Harnett Regional Water, but current infrastructure can only support 5 MGD. She explained the need for increased capacity and the plans for a booster pump station in order to reach the full 10 MGD as outlined in the agreement with Harnett County, and other avenues that have been explored in order to obtain more water.

She said that water demand is projected to reach 16 MGD by 2036, based on projected population increases and recent economic development projects that are coming to town. It takes years to plan, permit and construct infrastructure projects, so now is not too early to start.

Ms. Ingham outlined three possible solutions to increasing out water, and the estimated costs of each option. The estimated cost of partnering with the City of Sanford is \$32.7 million for Holly Springs. Staff recommends this third option, partnering with Sanford for their water treatment plant expansion, and with Fuquay-Varina for the shared conveyance system, but both of these have "exits" that Council can take if this is determined not to be the best route forward. This is not a final commitment.

Ms. Ingham then talked about potential funding sources for the various stages of this process, including ARP Funding, local fees and charges, Federal/state grants, and future debt issuance. If the Town commits to this option, that will open up other options for funding. She then asked for questions.

There was discussion on how far into the future the additional 4MGD would serve, and staff said it would take the Town to full build out, or 150,000 residents. The value of having a coordinated strategy with Sanford, Fuquay-Varina and other partners for getting federal funds for the project was discussed, as well as the timing for working toward such funding. The fact that the Town has good working relationships with Harnett County and Sanford was discussed. Questions were asked about conservation efforts to reduce per capita water use and how the use of reclaimed water where possible, reduces the need for potable water. Questions were also asked about pursuing building a water treatment plant in partnership with Fuquay-Varina. Staff said that state statute requires that water be taken from and released into the same river basin, and that makes a joint plant with Fuquay-Varina impractical. Finally, Council discussed whether the pandemic had increased residential water use, and staff said it had, but that had been offset by a decrease in non-residential water use.

3. Greenway Prioritization

LeeAnn Plumber, Director of Parks and Recreation said that Matt Beard would lead this discussion. Because of the level of detail, they passed out hard copies of the maps from the presentation. She said that the purpose of this item was to review proposed evaluation criteria for establishing priority projects for Town-funded Greenways and Sidepaths.

Matt Beard said that the ultimate buildout would be an additional 42 miles of greenway. With the adoption of the Parks, Recreation, and Greenways Master Plan came the four guiding principles for greenway and sidepath development: accessible, equitable, experiential, and safe. He outlined the hierarchy of trails from Community Connectors, to Destination Connectors to Neighborhood Connectors. He outlined six criteria used for evaluating potential greenways or sidepaths, and explained how they are used in evaluating possible greenway segments.

Mr. Beard said that this prioritization resulted in potential projects being separated into three buckets. From within Bucket A, those with the highest prioritization, six projects were selected to be pursued first. These six were: Holly Springs Rd. to Jones Park; Carl Dean Main Street Extension; Middle Creek to Camp Branch; Garrison to Autumn Park; 12 Oaks to Bennet Knoll; and Oak Hall to Ting Park. This balances geographically with projects being completed by developers in other parts of town to provide equitable coverage. He asked for Council's feedback on the criteria and selection.

Consensus was that the criteria are fine. Questions were asked about next steps and funding. Randy Harrington, Town Manager, said that there are some opportunities to pair with a neighboring municipality to pursue LAPP funding, and there are funds in the Parks and Recreation reserves that can be tapped. With the intent to focus on these six projects, there will probably be more information in the upcoming budget. Mr. Beard said that these criteria will not change, but rankings could change based on development and other jurisdictions' activities, but this plan allows flexibility. There was discussion about the intersection realignment at Old Holly Springs Apex Road and Holly Springs New Hill Road and that partnering with developers needs to be kept in mind in that area.

Council member Kelly raised the issue of greenway easements held by the Town that are no longer on the proposed greenway map. Mr. Beard said that this was the next discussion point that staff wished to raise. He said that when the new maps were adopted, some areas where the Town has easements are no longer on the map as proposed greenways. Does Council wish for those easements to be abandoned, or should those be retained by the Town?

Council discussed advantages and disadvantages of abandoning easements, the cost of abandonment, including staff time, new surveys, and the recording of new plats. The location of sewer easements in the same places as greenway easements was discussed. Consensus was not to abandon these easements.

4. Emergency Declaration Ordinance

Randy Harrington, Town Manager, said that Council had requested this topic be on the next agenda. He said the Town has an Emergency Declaration Ordinance to allow the Town to act quickly in case of an emergency, when it may be difficult to gather and advertise a meeting. He reviewed the statutory authority to declare emergencies, and the statutory definition of an emergency. He said that the Town ordinance authorizes the Mayor to declare a State of Emergency “after a written recommendation by the Town’s manager upon consultation with the Chief of Police and Fire Chief.” He outlined the powers granted by the ordinance that could be included in such a State of Emergency proclamation. He said that three potential discussion areas would be:

1. What are Council’s delegation expectations of the Mayor for formal engagement with the Council if an emergency declaration is in effect beyond a certain time period?
2. Should the Mayoral emergency declaration continue to require a recommendation from the Town Manager?
3. Other areas identified by Mayor and Council.

Council discussed the need for an Emergency Declaration to receive certain state or federal assistance in some circumstances. There was discussion of the power Council currently has to rescind an Emergency Declaration made by the Mayor, and the need for a single person to be able to act in certain emergencies. The requirement for written recommendation from the Manager was discussed and Council’s consensus was that it was not necessary. A provision to automatically add an emergency declaration discussion to the next business meeting following such a declaration was discussed. Council consensus was to request a rewritten ordinance which would delegate the authority to issue an Emergency Declaration to the Mayor, with the expectation that at the next Council business meeting following the issuance of a declaration, it be put on the agenda for Council to discuss publicly.

5. Fire Station Three Check-In

Daniel Weeks, Assistant Town Manager, said the purpose of this item was to provide an update on discussions with Shenandoah Homes, as well as a potential new opportunity for locating Fire Station No. 3. He updated Council with the schedule of utilities and infrastructure improvements on the site, and showed where the fire station could be located within Carolina Springs Town Center Site. He outlined some potential concerns with this site, including delays caused by the Developer’s schedule, lack of visibility, access through the Town Center, and limited potential for scope expansion and partnerships.

Mr. Weeks said that staff contacted Duke Energy about potential land options and Duke Energy expressed interest in a co-location concept that would include the fire station and a Duke Energy Operations Center. Benefits of this partnership would include a central location and proximity to Friendship Innovation Park, future schools and residential, less reliance on a developer’s schedule, and increased design flexibility. Duke is a trusted long-term partner and could provide infrastructure improvements, and there would be opportunities for shared space.

Council asked questions about what an Operations Center for Duke Energy would be and whether it would be staffed. Staff said that it would be staffed, but customers would not come there, similar to a public works facility. Mr. Harrington, Town Manager, said that other opportunities for partnering could include parking, stormwater control, as well as training or meeting facilities. Kimberly Keys, Utilities and Infrastructure, said that it might be possible to do the master plan together with Duke Energy. Questions were raised about timing and staff said Duke Energy is actively pursuing this and, although they do not have a timetable, they do not want to delay. Council discussed the agreement with Carolina Springs and what the impact on that would be if the Town doesn't build Fire Station 3 there. John Schifano, Town Attorney, said that the agreement was that Carolina Springs developers would give the Town land in exchange for fee reductions. If the Town does not accept the land offered, they would have to pay the full fees. Fire Chief, LeRoy Smith, said that there might also be opportunities to partner with Wake County Fire and Wake EMS if a station was built at this location and that he would reach out to them to see if there was value to them there, and a desire to work out a cost-share agreement with them.

Mr. Weeks said that next steps would be to keep both concepts on the table for now and continue engagement with Duke Energy on the co-location concept to allow the Utilities and Infrastructure staff to engage with Duke Energy to pursue shared space opportunities.

OPEN DISCUSSION

Town Clerk, Linda McKinney, showed Council photographs of eight possible floats for the Happy Holly Days Parade. Consensus was Council would prefer the Christmas Stocking Float.

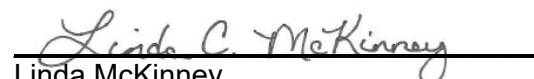
Mayor Sears said that he and Mr. Harrington were at the house at Sugg Farm and were discussing whether it could be sold. He said it is not historic and it is dilapidated. In his opinion it should be torn down. There has been some vandalism, including broken windows on the ground floor. Mr. Harrington said that there are structural issues with the structure, it is out of compliance with code, and Capital Area Preservation has determined that it is not historically significant. The house is not original to the property – it was moved there in the 1980s. It is a structure that the Town cannot use without investing a lot of money into it, and staff recommends disposing of it. Whether that is demolition or selling it and having it removed from the property, is the question for Council. It would be good to do something before the planned paving of the drive occurs, since large trucks would mess that up. He asked if Council wanted this to come back to them at a future meeting. Consensus was to bring it to the next meeting, with photos, for a short discussion.

Council discussed the procedure for naming six “at-large” members to the Northeast Gateway Masterplan Steering Committee. Consensus was for staff to get a summary to Council about what qualities they would want in a committee member, what the time commitment would be, and what the charge of the Committee would be. They would then select the six at-large members.

Closed Session: none.

5. Adjournment: There being no further business for the evening, Motion to adjourn was made by Council member Wolff second by Council member Berry and passed with a unanimous vote. The September 14, 2021 meeting of the Holly Springs Town Council was adjourned at 8:21 pm.

Respectfully Submitted on Tuesday, October 5, 2021.


Linda McKinney
Town Clerk



**Mayor and Council and Planning Board Joint
Unified Development Ordinance (UDSO) Special Workshop**
6 p.m. September 16, 2021
Holly Springs Law Enforcement Center and Zoom

MINUTES

The Holly Springs Town Council and Planning Board held a joint workshop meeting on Thursday, September 16, 2021 at the Law Enforcement Center and via video conferencing. Mayor Sears presided, calling the meeting to order at 6:00 p.m. A quorum was established as the Mayor and five Council members were present as the meeting opened.

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

Council Members Absent: none.

Planning Board Members Present: Rick Madoni; Ernie Carpico; Van Crandall; Joanna Holder;
Planning Board Members Absent: Chris Deshazor; Thomas Urquhart; 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; John Schifano, Town Attorney; Chris Hills, Director of Development Services; Sean Ryan, Development Services; Elizabeth Goodson, Development Services.

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

2. Unified Development Ordinance (UDO) Update

Chris Hills, Director of Development Services, introduced Erin Perdu from Santec who was present to give an update on the UDO rewrite. Ms. Perdu said there was a four-hour open house, which had good turnout for a zoning meeting. Most of what she heard was appreciation for flexibility, and some who wished for more density or height allowed in certain areas. Also there was a desire to see workforce housing allowed in more places. She said this would be written up and shared later.

Ms. Perdu gave an overview of her presentation. She said they would talk about the major areas of change, but the entire draft has been given to the Council to read.

She said the Land Use and Character Plan (LUCP) outlined land-use related themes and established character areas for the Town of Holly Springs. The goals from the LUCP inform everything they have done in updating the ordinance. These goals include establishing mixed-use activity centers, suburban remix and retrofit, context-sensitive infill development choices; transitions; increasing housing choice; increasing diversity and affordability of housing in Holly Springs; and more transportation-land use coordination in the community. Ms. Perdu said that character areas identified in the Future Land Use map (FLU) set the stage for the UDO Council would like. All the recommendations in the LUCP have guided potential changes in the UDO.

Ms. Perdu said the goals set for the UDO revision were to condense long portions of narrative; use graphics to clarify; adjust thresholds for decision making; make greater use of conditional zoning; establish new district nomenclature; re-organize uses; include more uses by-right; merge development options and infill options into base districts; consolidate setbacks; create a performance-based system for landscaping; create walkable street cross sections; and reduce parking standards. The rewrite went through a process of reconnaissance, then drafting with input from stakeholders. The final process will be revision of drafts, more public engagement, public hearings, and adoption of the final ordinance. She showed an example of illustrating and simplifying using tables and graphics, eliminating redundancies, and simplifying language.

Ms. Perdu outlined some proposed major changes to the UDO. First, she said that zoning districts were updated to focus on character, and business districts changed to mixed use, reflecting “places to transform.” Zoning Districts would correspond to the Future Land Uses in the Comprehensive Plan and would provide clarity when making rezoning decisions. Development Options and Infill Development Options would be merged into Base Districts to simplify the process while maintaining optional development requirements for flexibility.

Council discussed the large gap in size between RR and SR districts, and the desire to have the same varied lot size option in the NR district. Council thought the gap should be narrowed by making the RR smaller, and including the mix of lot sizes in the NR as well.

Ms. Perdu said that major changes in uses are proposed due to separated uses leading to places that aren’t walkable, the need for more housing choice, and FLU Map focused policy changes. Changes would allow a wider mix of uses of appropriate scale and intensity. The uses would be presented in clear tables, with more uses being “by right” as opposed to special exception. K-12 Schools would be allowed in residential districts via a Special Use Permit only. She explained the layout of the table and how it simplifies the presentation of information. She explained that there would be more use of Conditional Zoning, requiring an extra layer of scrutiny for districts where all uses are conditional. She said that the process would change to allow the Planning Board to review in some instances, rather than requiring it go to Council. She said that housing would be allowed in mixed use districts and apartments and other attached dwellings would be allowed in Mixed Use Residential. Attached dwelling would allow for “missing middle” housing types.

There was discussion about where cemeteries would be allowed and what the additional standards were that would be required for cemeteries. Questions were raised about “animal entertainment” (like petting farms) and where they would be allowed. The definition of a transit station was discussed. Solar energy systems, small and large, were brought up, and allowing them in large apartment complexes. Town Attorney, John Schifano said that state statute does not allow municipalities to prohibit solar installations, but does allow them to require screening. There was a discussion about whether a zoning district must exist for each legally permissible use. Mr. Schifano said that if there is a zoning district for it, and a land owner could go through the rezoning process, the town is inoculating itself. There was discussion about the level of detail required in the use tables. A question was asked about when short-term rentals would be discussed. Staff said it was flagged for future discussion because they needed to do more work, but if Council had any specific concerns, this would be a good time to share them.

Ms. Perdu said that another major change is around open space. There is a need to preserve natural features, including tree canopy, and to provide access to open space and parks. The changes would establish minimum open space / conservation requirements with standards for different open space types and priorities for tree preservation. Different districts would require different types of open space, depending on character and scale. Conservation buffer areas would provide better transitions and access to natural areas. Possible open space types would be tree preservation area; active recreation area; urban civic space; conservation area; and public recreation space. She showed a table of the open space requirements for different districts, and a table of the various types of open space.

There were questions about how the flexibility is explained so that, when subcategories do not add up to the total, it is clear what needs to be done. There was discussion about whether the percentages of tree preservation were adequate. It was asked if, with the current legislation before the General Assembly, if allowing the mix would allow developers to make all the open space treeless Active Open Space. Mr. Schifano said that, the more the UDO incentivizes tree preservation, by allowing more density if trees are preserved for example, the more ability to preserve trees Council retains. The difference between overhead and underground utilities as far as being counted for open space was raised. Ms. Perdu said that, unless the easement holder allows public access, it cannot be counted as open space. It was asked if the waiver process still applies to open space requirements. Ms. Perdu said the process was the same.

Ms. Perdu said the next major changes to discuss relate to design. The issue is a need to preserve and enhance character, and have more transportation-land use coordination. Direction was received to create more walkable street cross sections, better connections between areas and uses, and an inviting public realm. She discussed the different needs of urban and rural areas, and in the public realm, the issues that matter most to residents. The need for clear connectivity requirements and the filling of sidewalk gaps was addressed. Street design should contain standards that include modes of transportation other than cars. Site design should move buildings closer to the street with active façade design, bulk, massing, and placement; natural surveillance, meaning people can see out of buildings and feel safe in the public realm. Parking design should focus on location over quantity, mitigating the negative impacts including those to landscaping and stormwater, EV parking spaces requirements, and making suburban locations different from urban ones. Landscaping design should move from a point system to a performance-based system with area and opacity regulated. This would be a simplification from the current system.

Questions were raised about how to keep the active façade standards facing the public street. Ms. Perdu said that the façade that faces the right-of-way has to meet active design standards, and there have been discussions about requiring the active façade on all sides. A comment was made about whether a “dig once” policy could be added, which would save money by putting conduit in when there are open trenches. Ms. Perdu said it could be added to Chapter 7 where utilities are discussed and they would look into it. The avoidance of cul-de-sacs was discussed, as well as how feasible they are. Ms. Perdu said that they are discouraged, not prohibited. A request was made to make bike paths more specific, whether as part of the road or part of the sidepath. Staff said that was going to be part of the CTP, and the UDO could reference the CTP for this purpose. It was asked whether the close setbacks allow enough sidewalk space for outdoor dining and retail that has been useful in the past 18 months.

Ms. Perdu said that the setbacks are from the right-of-way, not from the street, and there should be enough room for those uses.

Ms. Perdu said the next major change to discuss was changes to process. The feedback was that the current process is too complicated and has too much scrutiny for small projects with narrow impacts. The revision attempts to define and clarify review procedures, streamline the process, and focus on projects with community-level impacts. Tables will clearly lay out what kind of review is required for what kinds of applications. Roles and authority will be clarified to remove layers of review where potential impacts to the community are small, create administrative adjustment process for minor UDO deviations, and describe each decision-making body and their authority: UDO Administrator and staff; Development Review Committee; Planning Board; Board of Adjustment; and Town Council. The plan would remove layers of review where potential impacts to the community are small, create administrative adjustment process for minor UDO deviations and maintain the requirements for variances for major deviations. She said that the Development Review Committee (DRC) would be comprised of management and staff and would review things with specific size and use restrictions.

There was discussion about the differences between the current Technical Review Committee (TRC) and the proposed DRC, and what percentage of projects that come to Town fall into each of the categories. There was discussion over whether the different sized subdivisions should be treated differently, and whether Planning Board should take some of these decisions away from the Town Council. Council would like to see the decision and review matrix revised and brought back to them before they vote on the UDO. Defining which staff member makes what decisions was also something Council wanted clarified. They agreed that they wanted to move to quasi-judicial decisions being made by a non-Council group. Schools might be the exception to this change, if it is possible to do so, as they have a greater impact on the community.

Ms. Perdu outlined next steps include publishing chapter drafts online, a public comment period from tonight through October 15th; Planning Board recommendation on October 26th, and Town Council holding a Public Hearing and voting on adoption on November 16th. Council asked if there was a statutory need to vote by November 16th and Mr. Harrington said there was not, and it could be voted on at the first meeting in December.

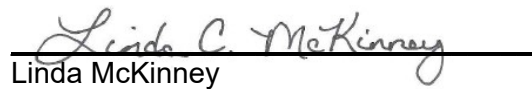
Mr. Harrington asked if Council wanted another special workshop on this topic, perhaps sometime in October. Consensus was yes.

Closed Session: Motion to excuse the Planning Board and to enter closed session pursuant to NCGS 143-318.11(a)(6) to discuss the Town Manager's annual evaluation was made by MPT Berry with a second by Council member McGrath and passed with a unanimous vote.

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

3. Adjournment: There being no further business for the evening, Motion to adjourn was made by Council member Kelly second by MPT Berry and passed with a unanimous vote. The September 16, 2021 meeting of the Holly Springs Town Council was adjourned at 9:10 pm.

Respectfully Submitted on Tuesday, October 5, 2021.


Linda McKinney
Town Clerk



MINUTES

The Holly Springs Town Council met in regular session on Tuesday, September 21, 2021 in person and via video conferencing. Mayor Sears presided, calling the meeting to order at 7 p.m. A quorum was established as the Mayor and five Council members were present in the Chamber as the meeting opened.

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

Council Members absent: Councilman Shaun McGrath.

Staff Members Present in Chambers: Randy Harrington, *Town Manager*; Scott Chase, *Assistant Town Manager*; Daniel Weeks, *Assistant Town Manager*; John Schifano, *Town Attorney*; Linda McKinney, *Town Clerk* (recording the minutes); Mark Andrews, *Communications and Marketing*; Mathew Mutter, *IT*; Kathy White, *Deputy Clerk*; Irena Krstanovic, *Director, Economic Development*; Chris Hills, *Director, Development Services*; Sean Ryan, *Development Services*; Elizabeth Goodson, *Development Services*; Bronwyn Bishop, *Development Services*; Cheryl Caines, *Development Services*; Adam Huffman, *Parks and Recreation*; Matt Beard, *Parks and Recreation*; Kendra Parrish, *Executive Director of Utilities and Infrastructure*; Rachel Ingham, *Utilities and Infrastructure*; Seann Byrd, *Water Resources*; John Mullis, *Public Works*; Corey Petersohn, *Finance*.

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Jonathan Sherrod of Kirk of Holly Springs.

4. Agenda Adjustment: The September 21, 2021 meeting agenda was adopted with changes, if any, as listed: items 9, 10 & 11 moved to New Business.

Motion: Berry
Second: Villadsen
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.

The following comments were received in person:

Brenda Carroll, 104 Lucky Ribbon Lane, spoke in support of the Housing Affordability study. She asked Council to consider all possible actions to make Holly Springs affordable for the people who already live here and those who want to live here.

The following written comments were received:

- one anonymous comment opposed to having a Sheetz in downtown;
- one anonymous comment requesting a vaccine mandate for first responders;
- one comment from Sharon Alkadi requesting a mask mandate in all indoor public spaces;
- one comment from Jay Lewis and others living on Luftee Lane objecting to a sidewalk at Honeycutt Farms.

Public Hearings

5. Green Oaks Tech Center PUD 21-PUD-01

Sean Ryan, Development Services, said the Planned Unit Development is an option which encourages creativity and innovation in the design of developments, including layout of land uses and open space, and high standards of design. It serves to establish the permitted uses and development standards for a property. This application is for a nonresidential PUD at the Green Oaks Tech Center, next to the Holly Springs Business Park, across from Oakview Elementary School. The land is currently zoned R-30 and R-10 residential and Business & Technology Conditional Use, and is designated Innovation Village on the Future Land Use Map. Mr. Ryan said that this project would cover a total area of about 120 acres, with three development districts: Innovation, for research & technology and office uses; Commercial for neighborhood, local, and regional commercial uses; and Southern Edge for office and industrial uses.

Elizabeth Goodson, Development Services, said that public water and reclaimed water are available to the site and the hydraulic water model and fire flow analysis report has been completed, as has the sanitary sewer analysis. She said a Transportation Impact Analysis (TIA) was required and had 11 study intersections. There will be multiple site access points anticipated on New Hill Road and Green Oaks Parkway. She said the TIA required road widening across property frontages and all access points were evaluated via the TIA process.

Matt Beard, Parks and Recreation, gave an overview of proposed greenway locations in the PUD. He said sidepaths were proposed along Thomas Mill Road and a greenway connecting close to Thales Academy.

Ms. Goodson said a Developer Agreement was anticipated to come before Council in October, and anticipated highlights would be the design and construction of the realignment of Old Holly Springs Apex Rd. and Holly Springs New Hill Road intersection; contribution of a fee-in-lieu proportionate to impact for GB Alford/ NC55 widening; and potential contribution of fee-in-lieu proportionate to the project impact toward improvements of the Old Holly Springs Apex Rd. and Bennet Knoll Parkway intersection.

Mayor Sears opened the public hearing.

Elizabeth McMillan with Crescent Communities, Lori Milam with Land Design, Steven Harris with O'Brian Atkins, and Cliff Lawson with Timmons Group presented for the applicant. Ms. McMillan gave an overview of Crescent Communities. She spoke about the benefits of a PUD and the proposed masterplan and its three districts. She said she believes the PUD is consistent with the Future Land Use Map. She said the plan will feature several open spaces, including tree preservation areas and greenways. She said there will not be residential, but office and life-science space, and commercial spaces.

Lori Milam, Land Design, said the site is mostly undeveloped currently. She explained the plan for open space, both active and passive, and tree preservation. She explained that the retail site would be along the frontage where it was more visible. She showed where sidewalks and proposed greenways would be. Along Thomas Mill Road would be primarily office and commercial. She said that if there was only one tenant, they would follow the stricter standards of the Innovation District for the whole site.

Ms. Milam said the landscape buffers on the perimeter would be 20 feet on Holly Springs New Hill Road and Green Oaks Parkway, 10 feet on Thomas Mill Road, and 15 feet on the eastern boundary adjacent to the residential sides. She gave an overview of the utility plans for the site,

Cliff Lawson, Timmons, said the TIA is still under review. He said they recently responded to staff's comments, and submitted a TIA. There are turn lanes and signalization, and fees-in-lieu toward the realignment and for signalization. He said the traffic improvements would be done in phases.

Steven Harris, architect, spoke about the architectural themes of high-tech architecture with modern design addressing scale and balancing unifying and individualized features. He envisions lots of glass and massing.

Ms. McMillan said they are evaluating site credits to promote LEED certification, as well as the wellness and tree preservation.

Council member Kelly asked what level of LEEDS they were considering. Ms. McMillan said it was too early to tell.

MPT Berry asked why they were requesting a PUD when this is all 100% commercial and whether they were planning something that did not fit into existing zoning. Ms. McMillan said the PUD allowed more flexibility. Sean Ryan said our current zoning districts, in order to get the mix of commercial and industrial they are anticipating, would require multiple zoning districts.

MPT Berry asked if they planned to recruit and build to suit, or were they planning to build and then recruit. Ms. McMillan said it would be a phased approach, but if a tenant came to them they would be willing to talk about that. MPT Berry reiterated the importance of the realignment of Old Holly Springs Apex Road and Holly Springs New Hill Rd. to that area.

Council member Wolff asked what kind of retail was being envisioned in that area. Ms. McMillan said it was too early to be specific but they anticipate retail that would serve the as an amenity to the commercial. They are limited to be accessory uses so would not be the first to be developed. Ms. Milam said they worked with staff to create a list of uses that would be acceptable in that area.

The following input was received in writing prior to the hearing: from Brian Headley, 240 Lucky Ribbon Lane, Holly Springs "I am a resident of the 12 Oaks Subdivision community. I understand there is a public hearing scheduled for September 21, 2021, regarding the Green Oaks Tech Center. I may or may not be able to attend, but I do have a couple of comments to pass on to the Planning Board:

1. The greenway trail/nature path runs from New Hill Road to Green Oaks Parkway. In the Southern Edge District, the greenway trail does not extend to Thomas Mill Road anyplace. I recommend that a connection from the main greenway trail to Thomas Mill Road be established in the plan.
2. There are no drawings showing landscaping in the median of New Hill Road as the drawings show for Oakview Innovation PUD. The median strip of New Hill Road should have a landscaping plan developed, similar to the adjoining PUD.
3. Speed limits on roads and parking spaces should be designed to allow for the use of golf carts on the newly developed roads and parking areas.
4. Gas stations/fueling stations should not be allowed in the commercial district.
5. Automotive repair facilities (Quick oil change, tire repairs/sales, etc.) should not be allowed in the commercial district.
6. Schools similar to the elementary school or Thales Academy on New Hill Road should not be allowed in the commercial district, due to traffic issues they create.
7. General Note - The community neighborhood meeting for the Green Oaks Tech Center was held on June 22, 2021. Notice of the meeting was issued to the Twelve Oaks Master Association, Inc. on June 11, 2021. I am quite certain that the 12 Oaks Master Association did not notify the 12 Oaks homeowners and that is the reason no 12 Oaks homeowners showed up at the neighbor meeting, not because there was no interest in the project."

There being no further input Mayor Sears closed the public hearing.

Action: Motion to forward Planned Unit Development 21-PUD-01 for Green Oaks Tech Center to the Holly Springs Planning Board for review and recommendation at their regularly scheduled meeting on September 28, 2021.

Motion by: Berry

Second by: Kelly

Vote: unanimous

6. Voluntary Annexation A21-02, Crespo

Bronwyn Bishop, Development Services, said that application was received for a voluntary annexation of 1.095 +/- acres located at 4528 Sunset Lake Road, owned by Julie and Juan Crespo. The applicants requested annexation in order to connect to Town utilities. The property meets all statutory requirements for annexation. Staff has received feedback from all departments and there are no issues with this annexation.

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

There being no input Mayor Sears closed the public hearing.

Action: Motion to adopt Annexation Ordinance A21-02 annexing 1.095 +/- acres owned by Julie and Juan Crespo.

Motion by: Wolff

Second by: Villadsen

Vote: unanimous

Consent Agenda

The Council passed a motion to approve all items on the Consent Agenda, except items 9, 10, and 11 which were moved to New Business. The motion carried following a motion by MPT Berry, a second by Council member Wolff and a unanimous vote. The following actions were affected:

7. Minutes – Council approved the minutes of the Business Meeting held September 7, 2021.

8. Position Reclassifications - Council approved the reclassification of three positions in Public Works.

12. Twelve Oaks Pump Station Bypass Budget Amendment – Council approved a budget amendment to continue bypass pumping at Twelve Oaks pump station.

A copy of the budget amendment is attached to these minutes.

NEW BUSINESS

9. Contract for Tennis Instruction – The Council moved this to New Business for discussion.

10. Contract for Basketball and Softball League Officials – Council member Kelly pulled this from Consent for discussion.

11. Contract for Baseball League Officials – Council member Kelly pulled this from Consent for discussion

Council member Kelly asked the Town Attorney, since these are contractors who appear to be Town employees to some, if something should be added to the contract that the vendor must inform the Town of any behavior by their employees that is discriminatory. John Schifano said that the contract requires that there be no discriminatory conduct. These contracts put the vendors in the same situation as employees. And each of these contracts is terminable at will. If the Town received complaints, we have the right to terminate the contract without an investigation.

MPT Berry expressed concern that each of these contracts began on July 31. Mr. Schifano said the vendors are being paid, but staff has had to work with the Finance Department to do some fine-tuning with these contracts to make sure everything was correct. The vendors had been working under the previous contract. MPT Berry asked if the instructors who left RDU Tennis last spring were back with the company. Adam Huffman said those instructors have chosen to leave RDU Tennis.

Council member Kelly asked who to reach out to if parents reach out to Council members with concerns. Mr. Huffman said to contact him or to LeeAnn Plumer.

Action : Motion to approve Consent Agenda items 9, 10, and 11.

Motion by: Kelly

Second by: Wolff

Vote: unanimous

The following actions were affected:

9. Contract for Tennis Instruction – Council approved a contract with RDU Tennis for FY22 at a maximum amount not to exceed \$52,175.

10. Contract for Basketball and Softball League Officials – Council approved a contract with Triangle Officials for basketball referee and softball umpire services for an amount not to exceed \$50,786.

11. Contract for Baseball League Officials – Council approved a contract with Fun2Ref for baseball referees for an amount not to exceed \$54,699.

13. Collins Park Master Plan Amendment 15-MAS-04-A03

Cheryl Caines, Development Services, said this item was a request for Amendments to the Collins Park Master Plan to reduce setback along Ralph Stephens Rd. and to reduce the landscape yard on the western boundary. She oriented the audience to the location of the site and explained that when the Master Plan was approved in 2015 the zoning on the adjacent sites was residential and required a greater setback and denser buffer. Since that time, the adjacent parcels have been rezoned Community Business.

The requested changes are permitted by the UDO, but because the original Master Plan was approved by Council, the amendment is required to be approved by Council also. The applicant is requesting a reduction from a 50-foot front yard setback to a 30-foot setback, and is willing to meet the requirements. The applicant is requesting a reduction from a 25-foot Type C bufferyard to a 10-foot Type A yard, which is permitted by the UDO.

Rick Madoni, Planning Board, said that the Planning Board recommended approval with a vote of 9-0. There was discussion about the widening of Ralph Stephens Road, but there were no issues.

Tom Spaulding of The Spaulding Group spoke for the applicants. He said that both amendments are allowed by the UDO and he hoped Council saw it as he did.

MPT Berry asked Town Attorney John Schifano if these amendments were because the adjacent zoning changed, and whether the issues that caused this item to be tabled a few months ago had been resolved. Mr. Schifano said yes.

Action: Motion to approve Master Plan Amendment 15-MAS-03-A03 for Collins Park, with the conditions listed in the agenda packet.

Motion by: Villadsen
Second by: Wolff
Vote: unanimous

14. Housing Affordability Study Consultant Contract

Sean Ryan, Development Services, said that this item was for Council to receive an update on the Housing Affordability Study consultant selection process and project advisory committee and to authorize the Town Manager to negotiate and execute the contract for the Housing Affordability Study. This study supports Initiative 5.4 of the Strategic Plan under Responsible and Balanced Growth: Complete a Housing Study and create a Citizens Affordable Housing Committee. He said the study will support other initiatives: help identify partnerships to create affordable housing (Initiative 5.2) and make policy recommendations, including permitting and development requirements (Initiative 5.3). The ad hoc advisory committee will guide the plan through the end of the project. They will help assure that recommendations align with the needs and priorities of the community. An interest form/application process to provide broad representation of the community is underway, if Council approves.

Mr. Ryan said that staff had 10 responses to the RFP. The selection committee narrowed it down to four which they interviewed. The Selection Committee felt HR&A Advisors was the best fit due to their previous experience, their approach to the project, and their public engagement plan.

Christiana Whitcomb, of HR&A Advisors, introduced her company and gave an overview of the process they would use, and the six major phases of that process. She said they were committed to working within the Vision Holly Springs plan. She discussed the different strategies they would use to engage the community, the way the steering committee would be used to guide the planning process and align the recommendations with the needs, priorities, and realities in Holly Springs, and how they will engage Town leadership throughout the project to provide information, solicit feedback, identify tools, and build support for recommendations.

Mayor Sears asked about affordable housing v. workforce housing v. other nomenclature. Ms. Whitcomb said they make an effort to be clear on the terms they use and make sure the community understands the terms as they are being used, so that reactions aren't based on assumptions.

MPT Berry said HR&A Advisors was the most expensive of the 10 firms who responded. His concern is that the firm has been involved in so many neighbors, so what tangible results can we expect to take away from this. He asked how this would be tailored specifically to Holly Springs, and what approaches would be used that did not use taxpayer funds. Ms. Whitcomb said there are similar trends across the county, but there are demographic differences. And the priorities of Holly Springs are different from the priorities in other towns in Wake County. Council's priorities will drive the recommendations we focus on. In terms of public spending, we try to be really clear. If putting money into affordable housing is a priority, we will try to be as clear as possible about what that would accomplish. How much money the Town will think about committing will depend on your priorities. And we will be clear about the options, including seeking out other funding.

Council member Wolff said the work of HR&A Advisors throughout the county is admirable and he considers their working with other areas in Wake as an asset. This is a regional issue. The issue of public investment will be decided by the next Council and many Councils down the road. He asked if the community's attitude toward public investment would be included in the community survey. Ms. Whitcomb said they would get lots of input from the steering community to see what the best approach for Holly Springs would be. We try to gauge the level of public interest in what role the community expects from the Town.

Council member Kelly said she was amazed at how the pressure on housing has increased, even in the last six months. That a realtor spoke for this is something we've never seen. In the last two months, people who have lived here for decades but have rented have been displaced because landlords are selling their properties. Do you also look at the balance of affordability, and the pressure of getting staff, because people can't work in the service industry and live near here. It's

all connected. Ms. Whitcomb said in the second part of our scope we identify what is in the market and what is coming; and who is benefitting and who is not benefitting from the current situation; who is leaving, and who is not coming that might have. Council member Kelly asked if they consider the situation in terms of whether this is a housing bubble or a larger trend. Ms. Whitcomb said it has been a crazy time for housing markets all over the country, but this is just exacerbating trends the Town already had. We will look at market trends.

Mayor Sears said the average selling price in town was over \$500,000 for the last two months. We have a hospital coming in. So, whether it is called “workforce” or “affordable,” how do we take care of those employees the hospital is bringing in? Ms. Whitcomb said we try to look at the jobs being added and what the salary is for those. If it becomes a priority to support those who will work for the hospital, we would provide options to address that.

MPT Berry asked who ultimately owns the accountability for the study. Mr. Ryan said the Council will have to adopt the study. It will go through the typical review process of committee, and Planning Board, but ultimately this is Council’s plan. Randy Harrington, Town Manager, said the Council can receive and endorse or approve the plan in its entirety, or can choose the recommendations that you feel are most appropriate. You will have opportunity to fine tune it.

Action: Motion to authorize the Town Manager to negotiate and execute the contract for the Housing Affordability Study with HR&A Advisors, Inc. for a total not to exceed \$125,000.

Motion by: Kelly

Second by: Wolff

Vote:

Aye: Kelly, Villadsen, Wolff

Nay: Berry

The motion passed.

15. Interlocal Agreement with the City of Sanford for a Joint Water Treatment Plant Engineering Design TP 20-010

Rachel Ingham, Utilities and Infrastructure, said that the purpose of this item was to review the Town’s current water supply and demand and to discuss additional water supply sources. She said the current water supply is 12 million gallons per day (MGD) with 10 MGD from the agreement with Harnett Regional Water, and 2 MGD from Jordan Lake. She said that full buildout according to the Future Land Use Map would require 16 MGD by 2036. The anticipated arrival of the FUJIFilm Diosynth Biotechnologies and Amgen projects accelerates the timeframe on needing that extra supply.

Ms. Ingham said that the City of Sanford has plans to expand its water treatment plant. With this expansion we could obtain the additional 4MGD needed to meet the Town’s additional demand. With five regional partners, Sanford, Chatham County, Fuquay-Varina, Pittsboro, and Holly Springs, the estimated cost to Holly Springs would be \$32.7 million. The Town entered into a Memorandum of Understanding (MOU) with Sanford in September 2020 for a Preliminary Engineering Report (PER) for the water treatment plant expansion, and in June 2021 with Fuquay-Varina for a PER for water conveyance. Now staff is asking Council to consider entering into an Interlocal Agreement with Sanford to design the water treatment plant expansion. This does not commit the Town to construction costs at this time, and if Council decided to go in a different direction later there is still that option. She said the funding was in place for the two MOUs and this ILA would be funded by American Rescue Plan (ARP) Act funds. A future agreement with Fuquay-Varina for the conveyance could also be funded with ARP funds. Future construction, if Council decides to go that route, could be funded by Federal and State grants, local fees and charges, and future debt issuance. Once the Town commits to the Sanford expansion, there would be access to more sources of funding.

Mayor Sears asked Randy Harrington, Town Manager, to speak about funding. Mr. Harrington said there are a number of sources to be explored. One is water rates. With the size of a project like this, there is some rate increase expected. But this is a long-term investment in our

community. Other funds could be federal and state grants. There are a lot of partners involved and that distributes the cost. Our analysis indicates that this is our most economically feasible approach.

Council member Kelly congratulated staff for a great presentation and excellent work. She is pleased that staff is thinking ahead.

Action 1: Motion to adopt Capital Project Ordinances 21-38 and 21-39 transferring \$2.5 million in American Rescue Plan Act funding to the Sanford water project.

Motion by: Villadsen

Second by: Kelly

Vote: unanimous

Action 2: Motion to approve an Interlocal Agreement with the City of Sanford for cost sharing associated with a joint water treatment plant expansion design.

Motion by: Berry

Second by: Wolff

Vote: unanimous

OTHER BUSINESS

Mayor Sears said the Chamber Candidates forum is tomorrow night at 6:00 pm at the Cultural Arts Center.

Council member Kelly gave an update on the landfill meeting and the progress that has been made by GFL and Wake County. Odor complaints are trending downward. We are not done, but are going in the right direction.

MPT Berry asked about solutions for streaming meetings. Mr. Harrington said there will be an update in the Friday briefing. COVID has impacted the delivery of a lot of equipment. It was planned for late summer, but has been impacted by delays. A more in-depth briefing about the ability to stream from the Chamber and from the LEC will be sent to Council on Friday.

Mayor Sears said the hospital opening has been delayed. It is currently scheduled for November 4th. One of the reasons it keeps getting delayed is because hospitals are stretched right now due to COVID. Much of the staff for Holly Springs' hospital was coming from UNC Rex in Raleigh and they are needed there to treat COVID patients, so they cannot come here yet.

MANAGER'S REPORT

Randy Harrington, Town Manager, said the Farmers Market this week is having a Moonlight Farmers Market, at the Cultural Center Thursday from 5-8. Most of the regular vendors will be there.

CLOSED SESSION: none.

Adjournment: MPT Berry made a motion to adjourn at 8:53 pm. It was seconded by Council member Kelly and passed with a unanimous vote.

Respectfully Submitted on Tuesday, October 5, 2021.



Linda C. McKinney, Town Clerk

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



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Consent Agenda

Title: Voluntary Annexation A21-03, Friendship Development

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Bronwyn Bishop, Development Services

Action(s):

Adopt Resolution 21-21 directing the Town Clerk to investigate the sufficiency of annexation petition A21-03 and set public hearing for October 19, 2021.

Explanation:

- The Town has received a petition for voluntary annexation of 225.432 +/- acres, located in the vicinity of 4101 Friendship Road.
- The owners of the property are Charles Daniel Baucom and Duke Energy Progress.
- Staff has requested feedback from all departments and there were no issues with this annexation.
- This action is to set the public hearing, and to verify that the petition meets the statutory requirements for annexation.

Background:

- Pursuant to NCGS § 160A-31(c) Council is required, upon receiving a petition for annexation, "to cause the clerk of the municipality to investigate the sufficiency thereof and to certify the result of the investigation: and to fix a date for a public hearing on the question of the annexation.

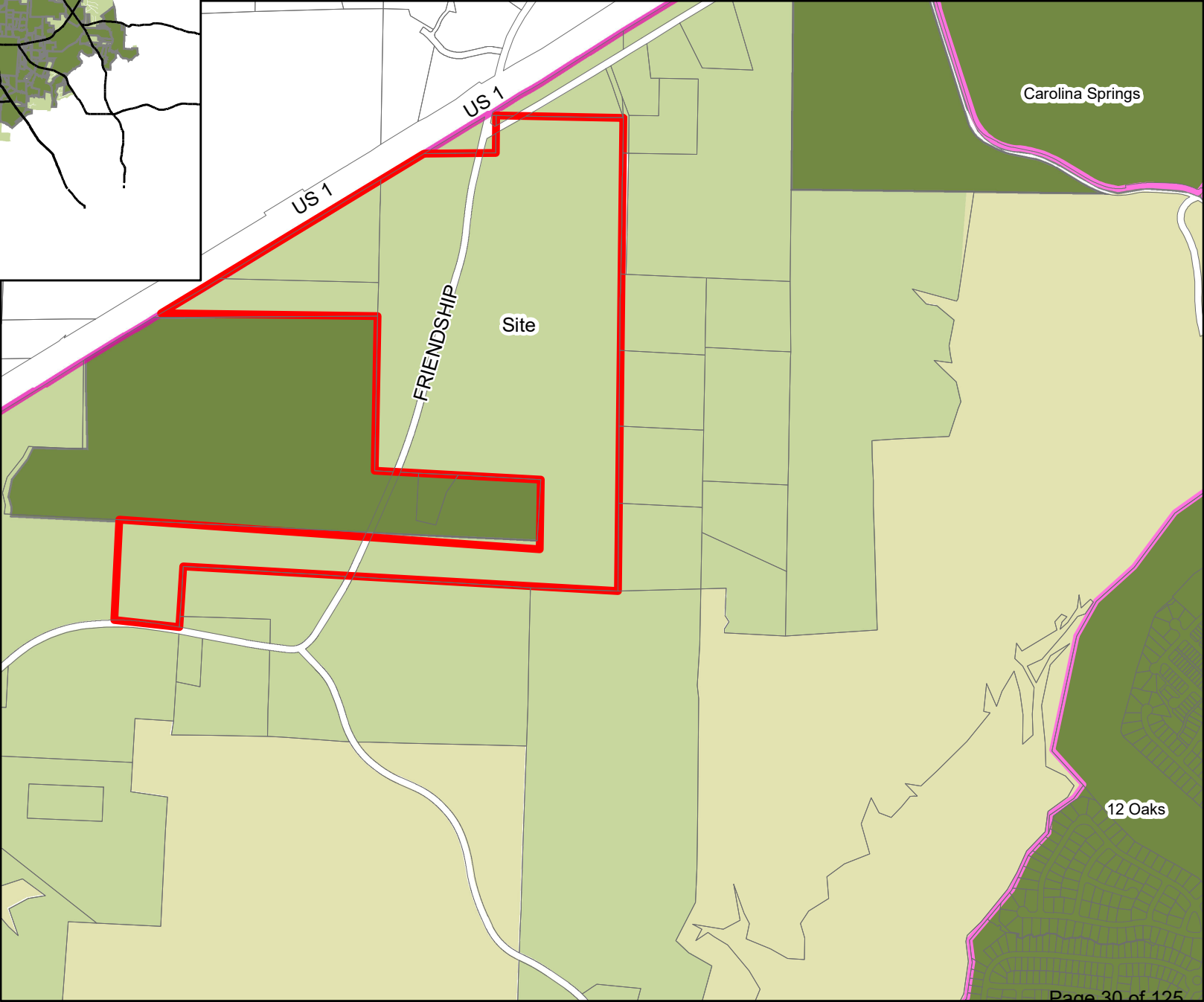
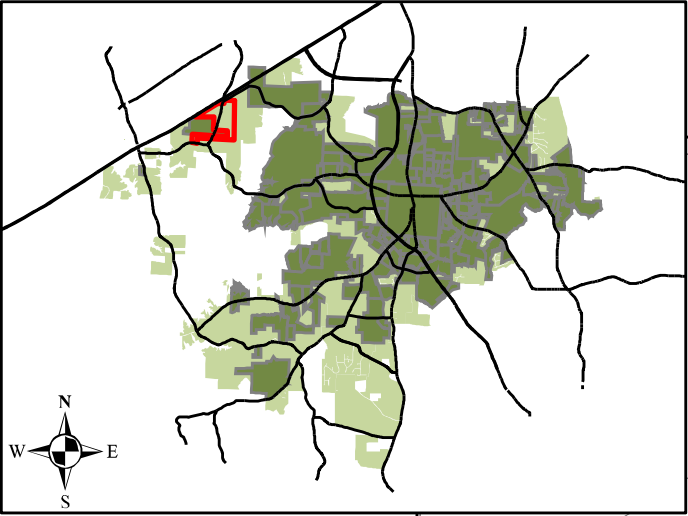
Funding Source(s):

N/A

Attachment(s):

1. A21-03 map
2. A21-03 - Friendship Development - Resolution of Sufficiency

A 21-3 | Friendship Development | 225.43 acres



Legend

- Annexation Property Site
- Subdivisions
- Lakes
- Town Limits
- Extraterrito... Jurisdiction (ETJ)
- Short Range Urban Service Area



THE TOWN OF

Holly Springs

Resolution No.: 21-21

Date Adopted: October 5, 2021

Annexation No.: A21-03

RESOLUTION OF THE HOLLY SPRINGS TOWN COUNCIL DIRECTING THE TOWN CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31 AND FIXING THE DATE OF A PUBLIC HEARING ON THE QUESTION OF ANNEXATION

WHEREAS, a petition requesting annexation of an area described in said petition was received by the Town of Holly Springs; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Holly Springs deems it advisable to proceed in response to this request for annexation, subject to the Clerk's satisfactory investigation of the sufficiency of the petition; and

WHEREAS, the area proposed for annexation is described as follows:

Commencing on NGS Monument H 218, having North Carolina State Plane Coordinates of N: 703,507.217', E: 2,029,609.580'; thence South 78°27'17" East, 1,114.52 feet to the **Point of Beginning**, being a 1/2" Iron Bolt found in the western 60' private right-of-way line of Copperhead Road, having North Carolina State Plane Coordinates of N: 703,284.14', E: 2,030,701.55';
thence along and with the proposed annexation line the following courses and distances:
South 0°59'13" West, 1,383.45 feet to a Concrete Monument found;
South 1°06'13" West, 584.95 feet to a 5/8" Capped Rebar found, passing through a 1/2" Capped Pipe found on line at 149.98 feet;
South 0°00'17" East, 730.96 feet to a Bent 2" Iron Pipe found;
South 0°00'17" East, 1,445.12 feet to a Leaning Concrete Monument found, passing through a 3/4" Iron Pipe found on line at 676.16 feet;
North 89°03'13" West, 758.14 feet to a Concrete Monument found, passing through a 3"x1/8" Iron Blade on line at 730.88 feet;
North 86°27'43" West, 3,051.68 feet to a 1" Iron Pipe found, located South 42°21'49" West, 0.23 feet from a 1 1/2" Iron Pipe found;
South 3°34'32" West, 441.37 feet to a 1 1/2" Iron Blade found, located South 8°56'38" West, 0.47 feet from a 1 1/2" iron pipe found, and South 4°38'11" West, 0.34 feet from a 1" iron pipe found;
South 3°41'35" West, 121.77 feet to a point in the center of Friendship Road (NCSR 1149), passing through a 3/4" Iron Rebar found that is bent at 91.09 feet, and is 0.58 feet east of line, being on the northern right-of-way line of Friendship Road (NCSR 1149);
thence continuing along and with the centerline of Friendship Road (NCSR 1149) the following two courses and distances:

North 80°35'34" West, 211.34 feet to a point;
Thence along and with a curve to the left, having a radius of 2,204.00 feet, an arc length of 266.06 feet and a chord bearing and distance of North 84°03'04" West, 265.90 feet to a point;
Thence leaving the centerline of Friendship Road (NCSR 1149) North 0°08'31" East, 908.47 feet to a point;
South 87°05'17" East, 3,606.71 feet to a 2"x1/8" Iron Blade found;
North 3°15'36" East, 537.77 feet to a 1/2" Iron Rod found;
North 87°00'26" West, 1,068.69 feet to a 1/2" Iron Rod found, passing through a 1/2" Iron Rod found on line at 723.95 feet;
North 86°58'18" West, 386.20 feet to a 1 1/2" Iron Rod found;
North 1°05'45" East, 1,353.07 feet to a 3/4" Iron Pipe found;
South 89°37'38" West, 1,960.07 feet to a 1/2" Iron Pipe found in the eastern right-of-way line of U.S. Highway 1,
thence along and with the eastern right-of-way line of U.S. Highway 1 the following five courses and distances:
North 58°34'07" East, 1,139.16 feet to an Iron Rod found;
North 58°36'46" East, 508.80 feet to a Concrete R/W Monument found;
North 58°36'29" East, 674.08 feet to an Iron Rod found;
North 58°04'08" East, 23.10 feet to a Concrete R/W Monument found;
North 58°24'38" East, 398.81 feet to a 3/4" Iron Pipe found;
thence leaving eastern right-of-way line of U.S. Highway 1 North 89°51'20" East, 635.87 feet to a Bent 2" Iron Pipe found;
North 0°54'46" East, 195.48 feet to a point in the centerline of Woods Creek Road;
thence along and with the centerline of Woods Creek Road the following two courses and distances:
along a curve to the right, having a radius of 224.00 feet, an arc length of 23.31 feet and a chord bearing and distance of North 61°51'07" East, 23.30 feet to a point;
North 58°52'14" East, 239.99 feet to a point;
thence leaving the centerline of Woods Creek Road North 89°54'28" East, 893.26 feet, passing through a 1/2" Iron Pipe found on line at 58.57 feet, to the **Point Of Beginning**,
containing 9,819,801 square feet or 225.432 acres, more or less.

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

Section 1. The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Holly Springs Town Council the result of her investigation.

Section 2. Subject to the Town Clerk's satisfactory result of her investigation, a public hearing on the question of annexation of the area described herein will be held at the Town Hall Council Chambers, located at 128 S. Main Street, at 7 p.m. (or as soon thereafter as is practicable) on Tuesday, October 19, 2021.

Section 3. Notice of the public hearing shall be published in the Raleigh News & Observer, newspapers having general circulation in the Town of Holly Springs, at least ten (10) days prior to the date of the public hearing.

Adopted this, the 5th day of October 2021.

ATTEST:

Dick Sears, Mayor

Linda McKinney
Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

Consent Agenda

Title: Voluntary Annexation A21-04, Elementary School 52 Rex Road

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Adopt Resolution 21-22 directing the Town Clerk to investigate the sufficiency of annexation petition A21-04 and set public hearing for October 19, 2021.

Explanation:

- The Town has received a petition for voluntary annexation of 42.050 +/- acres, located along Rex Road.
- The owner of the property is the Wake County Board of Education.
- Annexation is desired in order to develop an elementary school.
- The school is projected to serve students living south and southeast of Rex Road.
- Staff has requested feedback from all departments.
 - The police department registered concerns regarding the need to avoid traffic congestion, since Wake County Public Schools are exempt from being required to fund road improvements.
- This action is to set the public hearing, and to verify that the petition meets the statutory requirements for annexation.

Background:

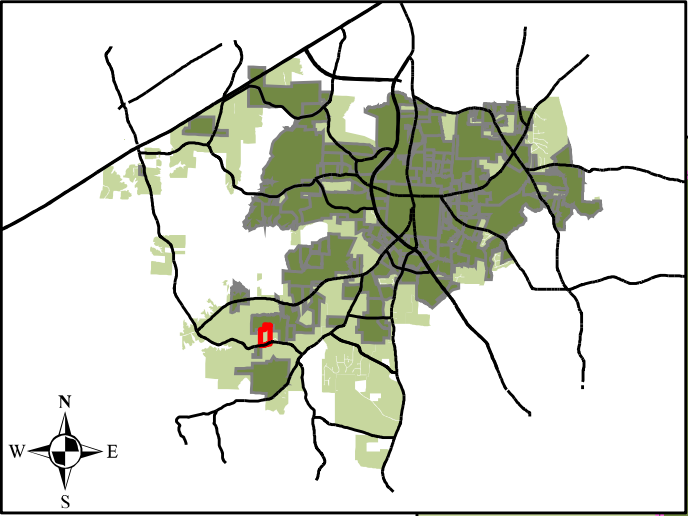
- Pursuant to NCGS § 160A-31(c) Council is required, upon receiving a petition for annexation, "to cause the clerk of the municipality to investigate the sufficiency thereof and to certify the result of the investigation: and to fix a date for a public hearing on the question of the annexation.

Funding Source(s):

N/A

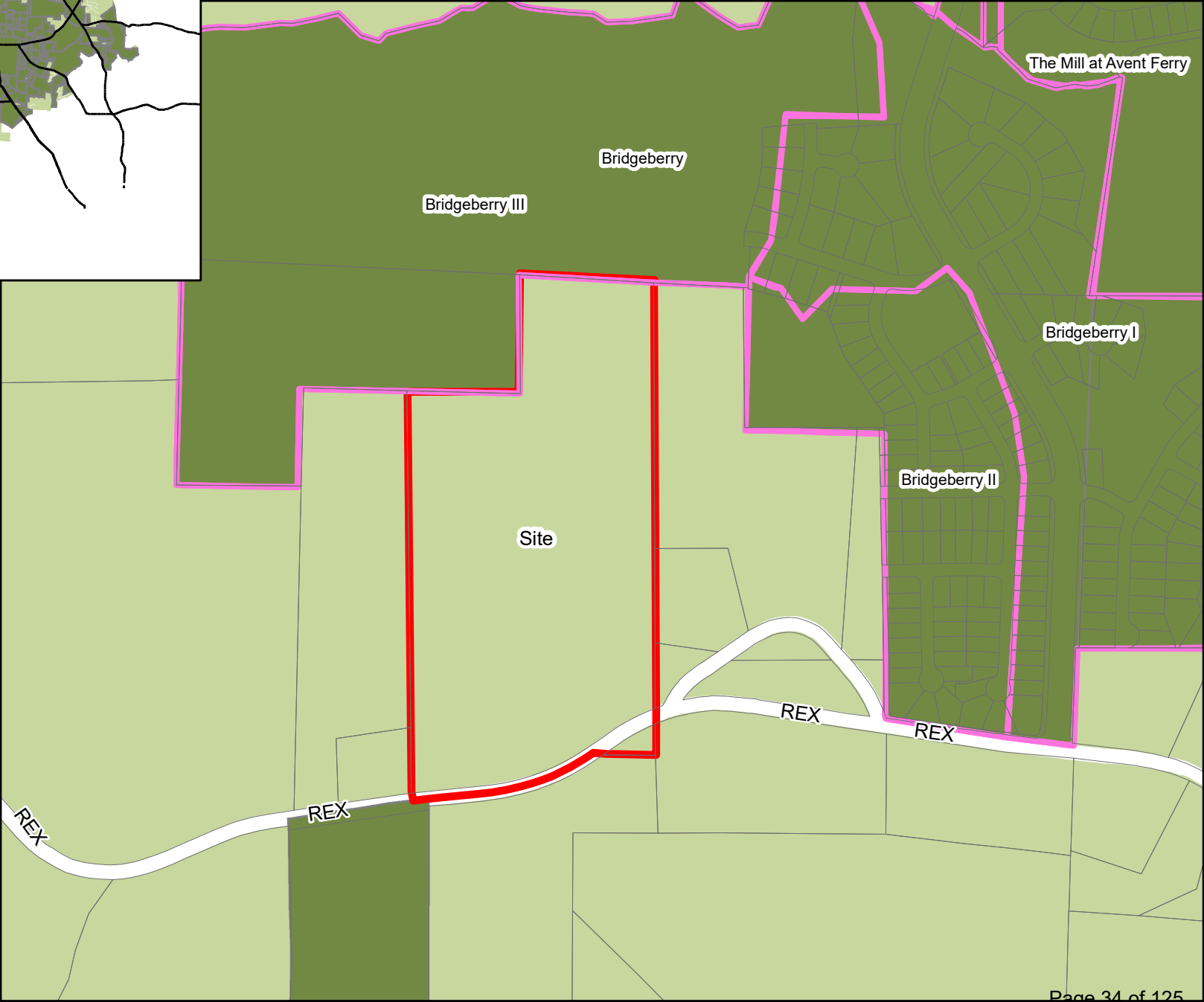
Attachment(s):

1. A21-04 map
2. A21-04 - E-52 WCPSS - Resolution of Sufficiency



Legend

-  **Annexation**
-  **Property Site**
-  **Subdivisions**
-  **Lakes**
-  **Town Limits**
-  **Extraterrito...**
-  **Jurisdiction (ETJ)**
-  **Short Range**
-  **Urban**
-  **Service Area**





THE TOWN OF

Holly Springs

Resolution No.: 21-22

Date Adopted: October 5, 2021

Annexation No.: A21-0422

RESOLUTION OF THE HOLLY SPRINGS TOWN COUNCIL DIRECTING THE TOWN CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31 AND FIXING THE DATE OF A PUBLIC HEARING ON THE QUESTION OF ANNEXATION

WHEREAS, a petition requesting annexation of an area described in said petition was received by the Town of Holly Springs; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Holly Springs deems it advisable to proceed in response to this request for annexation, subject to the Clerk's satisfactory investigation of the sufficiency of the petition; and

WHEREAS, the area proposed for annexation is described as follows:

BEING all that tract of land containing a total area of +/- 42.050 acres (1,831,695 square feet) located in Holly Springs Township, Wake County, North Carolina; said tract being bounded on the north by Taylor Morrison of Carolina, Inc., on the east by William Myers, Candace Crupi, Brenda Judd Williams, Fadna Banks and La Rue Powell, on the south by Hanson Aggregates Southeast, LLC and on the west by John B. Ennis, Jeffrey Schuller and wife, Stephanie Schuller and being more particularly described by courses based on North Carolina Grid Coordinate System (NAD83/2011) and distances according to a survey entitled "Annexation Map for Town of Holly Springs Annexation File #:A21-04 of Pin # 0637-38-9732 and 0637-47-3950 owned by The Wake County Board of Education (Rex Road Elementary)" prepared by McKim & Creed, Inc. dated August 4, 2021 and being more particularly described as follows:

COMMENCING at a rebar and cap, McKim & Creed control point # 1 having NC Grid (NAD83/2011) coordinates of Northing = 677,722.34 feet, Easting = 2,033,583.87 feet; thence with tie lines the following two calls: 1) north 73 deg. 39 min. 13 sec. east 578.72 feet to a rebar and cap McKim & Creed control point # 2 and 2) south 69 deg. 14 min. 42 sec. east 62.49 feet to an iron rod found within the 60' right-of-way of Rex Road (SR 1127) and in the northern line of Hanson Aggregates Southeast, LLC (Deed Book 17212, Page 2695), the POINT OF BEGINNING; thence with the northern line of Hanson Aggregates Southeast, LLC north 89 deg. 22 min. 44 sec. west 40.02 feet to a point in the centerline of Rex Road (allowing 60' Public right-of-way); thence with the centerline of Rex Road the following eleven calls: 1) south 56 deg. 24 min. 00 sec. west 43.40 feet to a point, 2) south 59 deg. 40 min. 30 sec. west 52.62 feet to a point, 3) south 63 deg. 22 min. 41 sec. west 52.29 feet to a point, 4) south 67 deg. 07 min. 20

sec. west 52.10 feet to a point, 5) south 70 deg. 19 min. 21 sec. west 50.77 feet to a point, 6) south 74 deg. 06 min. 06 sec. west 62.76 feet to a point, 7) south 78 deg. 04 min. 59 sec. west 77.91 feet to a point, 8) south 82 deg. 10 min. 50 sec. west 78.67 feet to a point, 9) south 84 deg. 28 min. 02 sec. west 111.97 feet to a point, 10) south 84 deg. 42 min. 00 sec. west 107.97 feet to a point and 11) south 83 deg. 01 min. 40 sec. west 73.40 feet to a point; thence leaving the centerline of Rex Road north 00 deg. 13 min. 59 sec. west passing an iron pipe found 2.66 feet south of the northern right-of-way line a total distance of 29.03 feet to an iron rod set in the northern right-of-way line (allowing 60 feet) of Rex Road; thence with the eastern line of John B. Ennis (Deed Book 14967, Page 747) north 00 deg. 13 min. 59 sec. west 267.38 feet to an iron rod found, said iron rod being the northeastern corner of John B. Ennis property; thence with the eastern line of Jeffrey Schuller and wife, Stephanie Schuller (Deed Book 12707, Page 213) north 00 deg. 40 min. 49 sec. west 1376.17 feet to an iron pipe found in the southern line of Taylor Morrison of Carolina, Inc. (Deed Book 16830, Page 2668); thence with the southern and eastern lines of Taylor Morrison of Carolina, Inc. the following four calls: 1) south 88 deg. 31 min. 40 sec. east 464.56 feet to an iron pipe found, 2) north 00 deg. 21 min. 28 sec. west 485.10 feet to an iron pipe found, 3) south 86 deg. 35 min. 39 sec. east 313.13 feet to an iron rod found and 4) south 86 deg. 40 min. 33 sec. east 233.56 feet to an iron rod found, said iron rod being the northwestern corner of William Myers and Candace Crupi (Deed Book 13969, Page 295); thence with the western line of William Myers and Candace Crupi south 00 deg. 14 min. 10 sec. east 1085.86 feet to an iron pipe found, said iron pipe being the northwestern corner of Brenda Judd Williams (Deed Book 16024, Page 2015); thence with the western line of Brenda Judd Williams south 00 deg. 17 min. 48 sec. east 384.27 feet to an iron pipe found, said iron pipe being the northwestern corner of Fadna Banks (Deed book 1234, Page 61); thence with the western line of Fadna Banks south 00 deg. 05 min. 03 sec. east 268.04 feet to an iron rod found in the northern right-of-way line (allowing 60 feet) of Rex Road; thence crossing the right-of-way of Rex Road south 00 deg. 15 min. 29 sec. east 64.40 feet to an iron rod found in the southern right-of-way line of Rex Road; thence with the eastern line of La Rue Powel (Deed Book 13705, Page 2550) south 00 deg. 07 min. 18 sec. east 127.63 feet to an iron rod found, said iron rod being the northeastern corner of Hanson Aggregates Southeast, LLC (Deed Book 17212, Page 2695); thence with the northern line of Hanson Aggregates Southeast, LLC north 89 deg. 40 min. 05 sec. west 213.08 feet to an iron rod set in the southern right-of-way line (allowing 60 feet) of Rex Road; thence continuing with the northern line of Hanson Aggregates Southeast, LLC north 89 deg. 47 min. 31 sec. west 13.45 feet to an iron rod found, the BEGINNING iron rod.

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

Section 1. The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Holly Springs Town Council the result of her investigation.

Section 2. Subject to the Town Clerk's satisfactory result of her investigation, a public hearing on the question of annexation of the area described herein will be held at the Town Hall Council Chambers, located at 128 S. Main Street, at 7 p.m. (or as soon thereafter as is practicable) on Tuesday, October 19, 2021.

Section 3. Notice of the public hearing shall be published in the Raleigh News & Observer, newspapers having general circulation in the Town of Holly Springs, at least ten (10) days prior to the date of the public hearing.

Adopted this, the 5th day of October 2021.

ATTEST:

Dick Sears, Mayor

Linda McKinney
Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

Consent Agenda

Title: Memo of Understanding (MOU) with Holly Springs Half Marathon (HSHM)

Strategic Priority Area: Engaged, Healthy, & Active Community

Staff Resource: Adam Huffman, Parks & Recreation

Action(s):

Approve a Memo of Understanding (MOU) with the Holly Springs Half Marathon to hold their annual race event utilizing Ting Park, greenways and local roadways in return for an annual fee or in-kind contribution of a minimum of \$15,000.

Explanation:

- The Holly Springs Half Marathon (HSHM) has requested to enter into a Memorandum of Understanding (MOU) to host their annual race event at Ting Park and along greenways and local roadways in town.
- The MOU also permits the installation of a start/finish line graphic along the promenade at Ting Park for the duration of the agreement.
- HSHM will pay annually, a minimum of \$15,000 in funds or in-kind contributions for the use of town facilities for the purpose of this event. This donation is above the rental rate for Ting of approximately \$2,500 calculated from the Council approved fee schedule.
- An MOU is desired by both parties to secure the race event through December 2024.

Background:

- The HSHM is a not-for-profit organization, and has hosted this annual race event in the Holly Springs community since 2016.
- Approximately 1100 runners participate annually. A portion of race proceeds are donated to charitable organizations in Holly Springs.
- This event supports the Town's strategic plan of expanding partnerships for recreational opportunities.
- From past years' events, \$60,000 has been donated to the Town, a portion of which has been invested in the purchase of exercise equipment along the Carl Dean Greenway and water fountains at Jones and Bass Lake Parks.
- If this MOU is approved, the Town would receive an additional \$60,000 for park and greenway enhancements through FY25.

Funding Source(s):

N/A

Attachment(s):

1. Holly Springs Half Marathon MOU - Final

STATE OF NORTH CAROLINA

)

MEMORANDUM OF

)

UNDERSTANDING FOR HOLLY SPRINGS

COUNTY OF WAKE

)

HALF MARATHON

This Memorandum of Understanding ("MOU"), entered into the ____ day of October, 2021, by and between the Town of Holly Springs (the "Town"), a North Carolina municipal corporation, and the Holly Springs Half Marathon ("HSHM"), a North Carolina nonprofit corporation, (together referred to as the "Parties") hereby sets forth the following terms and understandings of the Parties with respect to this agreement for the licensed use of certain recreational facilities owned by the Town at the North Main Athletic Complex, currently known as Ting Park

WHEREAS, the Town operates a Parks and Recreation Department pursuant to Article 18 of N.C.G.S. § 160A for the purpose of providing recreational opportunities both athletic and cultural to people of all ages, and to effectively accomplish these goals enters into contracts with private entities to provide a wide selection of opportunities for the citizens of Holly Springs; and,

WHEREAS, the Town owns, maintains, and utilizes current and planned athletic fields, facilities, greenways, public streets, parks, and rights of way located within the Town for its use and for the general use of its citizens, and through effective time management, scheduling, and best practice utilization techniques, including but not limited to coordinating large athletic and community events such as a half marathon, fun run, walk, 5K events, and the like, particularly for use at the North Main Athletic Park ("NMAC"), currently known as Ting Park; and,

WHEREAS, HSHM is a local not for profit incorporated corporation for the purpose of providing social and athletic opportunities to people in the Holly Springs area; and,

WHEREAS, HSHM does not offer services so as to overlap with the Town's programs, but serves as a complement to the Town's athletic and social offerings, and;

NOW THEREFORE, in consideration of the foregoing precatory language which forms the basis for the Agreement, the Parties do hereby agree as follows:

1. HSHM shall be allowed to hold an annual run event (the "Run Event") which is a series of foot races, open to the general public, for which the HSHM may charge an entrance fee for participants. The Run Event may include, but not be limited to, at the election of HSHM, a marathon, half marathon, 10k, 5k, or fun run, and post-race gathering.
2. The Run Event shall take place on the Thursday through Saturday before Thanksgiving, rain or shine, until 2024, at which time they must inform the Town one (1) year in advance for any date change. The following activities are allowed during the appropriate times:
 - a. On Thursday, HSHM and approved vendors shall be allowed to utilize NMAC for race set-up and registration from 9 AM to 9 PM. The Town shall make available the concourse, promenade, restrooms, clubhouse, concessions area (with consent of Holly Springs Baseball, LLC), and club house/pressbox for these activities.
 - b. On Friday from 9 AM to 9 PM, HSHM and approved vendors shall be allowed to use all the usage areas and activities mentioned in 2(a) above, and shall also be allowed to host a kid's fun run in the stadium.

- c. On Saturday, from 4 AM to 4 PM, HSHM shall be allowed use of all the above areas, plus the Race Route, as described herein. Any requests for additional activities (other than the actual Run Event) must be submitted to the Director of Parks and Recreation at least 120 days prior to the run event. The Director has the discretion to approve or deny any requests.
3. Designation of Race Route. The approved race routes are illustrated in Appendix A. In the event either party elects to change the route, they must submit updates to the other party within 120 days of the event. If HSHM requests a change, the Town has up to 30 days to approve or deny the new route. If the Town requests a change, HSHM must get the new route approved by NC DOT no less than 30 days prior to the event.
4. HSHM shall coordinate any public safety needs and shall separately contract for any needed police, fire, or EMS personnel required for the Run Event. This coordination shall take place at such time prior to the Run Event in order for the HSHM to obtain written approval from the necessary public safety divisions and provide the Town such memo (90) days prior, indicating that they are capable of providing such service to the HSHM for the Run Event.
5. HSHM shall obtain any necessary NCDOT approvals for use of NCDOT rights of way or closures of lanes and provide written proof of such approval to the Town at least sixty (60) days prior to the Run Event.
6. Fee. HSHM agrees to pay the Town a minimum of \$15,000 in funds or in-kind contributions as a host fee for the Run Event and for use of the town facilities. In-kind contributions shall be approved by the Town's Parks and Recreation Director and shall be for mutually agreed upon improvements to Town park facilities. Such funds or in-kind contribution shall be made to the Town within three (3) months of the Run Event.
7. Cleaning and Maintenance Obligations: Using an approved Town cleaning contractor and HSHM staff/volunteers, HSHM shall be responsible for keeping the areas of NMAC and all race route areas neat and clean throughout and at the conclusion of the Run Event. HSHM has 3 days from the Race Event to remove any litter from the race route. HSHM shall report areas in need of maintenance or significant damage of any areas of the Race Route or NMAC as soon as discoverable. The Town shall repair or mitigate any area in need of repair as soon as practicable and in the same manner that it repairs or mitigates any other maintenance issue at any other facility. In the event of any significant damage occurring during the Run Event or other Town-approved activities HSHM has an affirmative duty to assist the Town in either criminal prosecution, Town fine, or recovery through the civil court for remuneration for the damage.
8. Right to make improvements. HSHM will have no right under the License Agreement to make any physical improvements, additions, alterations, or changes to the Race Route or NMAC, with the exception of temporary signage or chalk paint for directional information. All temporary signs and pavement markings shall be removed within 10 days of the race date. HSHM may also install graphics on the NMAC promenade using professional mediums at the current finish line location (see Appendix B for exact specifications). HSHM is required to completely fund and maintain the finish line during the contractual period. Upon termination or expiration of the understanding, HSHM has 30 days to use reasonably agreed upon efforts to remove the graphics from the concrete and clean any related debris from the site.
9. HSHM shall maintain its tax exempt and nonprofit status during the term of the Agreement. In the event of a change in status, HSHM shall immediately inform the Town. HSHM shall keep books and records according to generally acceptable accounting principles.

10. Right of Entry: The Town shall maintain a right of entry on all Licensed Property areas, including but not limited to the concession area. HSHM shall supply to the Town keys to any locks placed in any concession area. The Town's right of entry is absolute as to time, manner, and duration, and HSHM shall have no right of privacy to any area in the Licensed Property. HSHM and Vendors may leave items at Ting Stadium throughout the course of the event, but do so at their own risk. All HSHM and vendor items and property must be removed from the stadium by the conclusion of the race on Saturday, unless otherwise permitted by the Director of Parks and Recreation.
11. Termination. This MOU may be terminated by either Party upon 30 days written notice, otherwise it shall automatically terminate December 31, 2024. The event cannot be terminated within 120 days of the race date.
12. No partnership. No partnership is created under this MOU. The Town and HSHM shall at all times maintain liability insurance policies for their respective interests. HSHM agrees to indemnify, protect, and provide legal defense to the Town against any claims, whether or not they are meritorious, that originate as a result of any activity of HSHM or its sublicense holder, on the Licensed Property.
13. HSHM shall maintain commercial general liability insurance with a North Carolina licensed insurance carrier, in amounts of at least \$2 million per occurrence, \$5 million in aggregate, and the Town shall be listed as an additional insured. HSHM shall provide a certificate of insurance coverage 12 days prior to the Run Event.
14. No Waiver. Any act or failure to act against HSHM with respect to this MOU shall not constitute a waiver against strict performance of this MOU.
15. Entire Agreement. This MOU represents the entire understanding of the Parties with respect to the matters set forth herein. Any modification of the terms of this MOU are not binding until reduced to writing, signed by a manager of HSHM, and approved by majority vote of the Town Council of Holly Springs in an open meeting. With respect to any term or condition of any previous MOU that is not consistent with a term or condition of this MOU, this MOU shall control.
16. No Third Party Beneficiaries. There shall be no Third Party Beneficiaries to any promise, restriction, covenant, duty, or otherwise contained in this MOU.
17. Venue. Venue and jurisdiction for any legal dispute with respect to this License Agreement is proper in Wake County Superior Court.
18. This agreement serves as the yearly event application (see Appendix C). Any alterations to the application must be submitted at least 120 days prior to the event and be approved by the Director of Parks and Recreation and/or the Event Committee. Within the attached application, HSHM requested to sell alcohol and food, and use the Ting Stadium Concession stand during the event. Per their licensing agreement with the Town, Holly Springs Baseball LLC has the first right of refusal to serve alcohol and food at any event, and yearly use of the Ting Stadium Concession Stand. Holly Springs Baseball LLC has agreed to allow HSHM the ability to sell alcohol and food at the event through 2024, however an agreement between Holly Springs Baseball LLC and HSHM must be developed to allow access to the concession stand during the event.

Appendix A – Approved 5k Route

Holly Springs 5k
Holly Springs, NC
Measured:

by Brad Smythe
on Aug. 27, Sep. 8, Sep. 19, 2017
bdsmythe78@yahoo.com

USATF Certificate # NC17032BDS
Effective Sep 21, 2017 to Dec 31, 2027



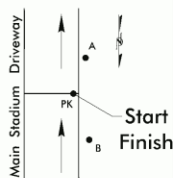
Holly Springs 5k Course Directions

Start on concrete road outside Salamanders stadium running south
Right at last parking aisle
Right on Ting Park Road
Straight on Anchor Creek Way
Right on (first) Wellspring Dr
Right on greenway across from Arctic Ridge
Straight off greenway onto Skymont Dr
Right on Crossway Ln
Immediate left on greenway
Right on Chrismill Ln
Right on Bikram Dr
Left on Crossway Ln
Turnaround on Crossway Ln past Steedmont
Left on Milpass Dr
Left on Anchor Creek Way
Straight on Ting Park Rd
Left on Main Entrance to Salamanders stadium
Finish (same as start) in front of main stadium entrance

START
FINISH

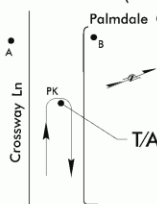
TURNAROUND

Start/Finish Detail (PK):



PK to A = 12'-5"
PK to B = 18'-8"
A = Light Pole #18RE18
B = Light Pole #18RE16

Turnaround Detail (PK):



Steedmont Dr
PK to A = 99'-4"
PK to B = 97'-1"
A = Red Hydrant across from Palmdale
B = Light pole #128045

Note:
Map not to scale
Not all streets are shown.

Holly Springs Half Marathon Split Locations (Miles are marked with YELLOW point on the side of the road noted below.)

Start: On Main Stadium Dr, See detail
Mile 1: On Anchor Creek Way, on RT, 21' before stop sign at (1st) Wellspring Dr
Mile 2: On Bikram Dr, on LT, 21' before Amacord Way street sign
Mile 3: On Main Stadium Dr, on RT, 6' after metal light pole #18QN50
Finish: On Main Stadium Dr, See detail (same as start)

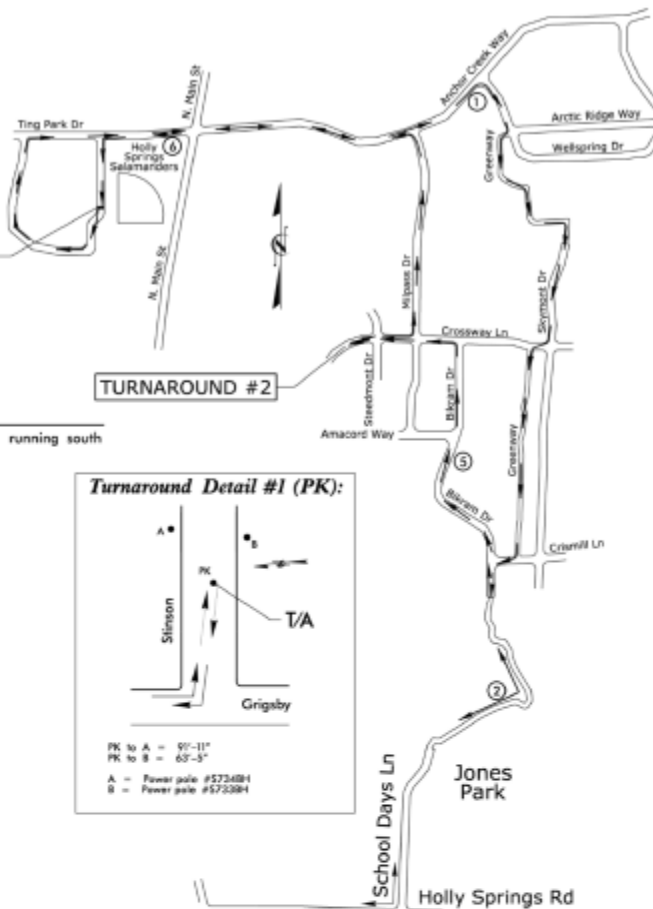
Appendix A – Approved 10k Route

Holly Springs 10k
Holly Springs, NC
Measured:
by Brad Smythe
on July 5, 2021
bdsmythe78@yahoo.com



USATF Certificate
NC21007BDS
Effective: 07/05/2021
Through: 12/31/2031

START
FINISH

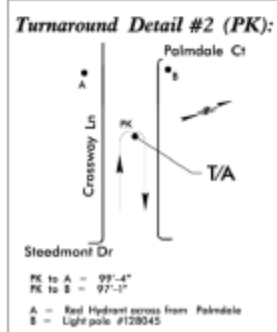


Holly Springs 10k Course Directions

Start on concrete road outside Salamanders stadium running south
Right at last parking aisle
Right on Ting Park Road
Straight on Anchor Creek Way
Right on (first) Wellspring Dr
Right on greenway across from Arctic Ridge
Straight off greenway onto Skymont Dr
Right on Crossway Ln
Immediate left on greenway
Right on Chrismill Ln
Left on Bikram Dr
Straight onto greenway to Jones Park
Straight onto School Days Ln
Right on Holly Springs Rd
Left on N. Main St
Left on Rogers
Right on Grigsby
Left on Stinson to Turnaround #1
Right on Grigsby
Left on Rogers
Right on S. Main St
Right on Holly Springs Rd
Left on School Days Ln
Straight onto greenway
Straight onto Bikram Dr
Left on Crossway Ln
Turnaround on Crossway Ln past Steedmont
Left on Milpass Dr
Left on Anchor Creek Way
Straight on Ting Park Rd
Left on Main Entrance to Salamanders stadium
Finish (some as start) in front of main stadium entrance

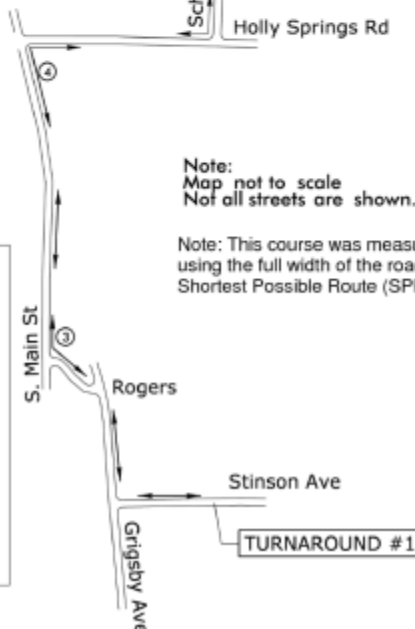
Holly Springs 10k (Miles are marked with YELLOW point on the side of the road noted below.)

Start: On Main Stadium Dr, See detail
 Mile 1: On Anderson Creek Hwy, 21' before stop sign at [1st] Wellspring Dr
 Mile 2: On Greenway at pond, 55' east end of small white bridge
 Mile 3: On S. Main St, on left, across from light pole 11QT21
 Mile 4: On N. Main St, on right, in line with the front door of #220
 Mile 5: On Bikram, on right, at Veterans Park PFA, 70' north of Folsom
 Mile 6: On Ting Park Rd, on left, 50' before light pole 18QL15
 Finish: On Main Stadium Dr, See detail (same as start)



Note:
Map not to scale
Not all streets are shown.

Note: This course was measured using the full width of the road and the Shortest Possible Route (SPR).



Holly Springs Half Marathon

Holly Springs, NC

Measured:

by Brad Smythe

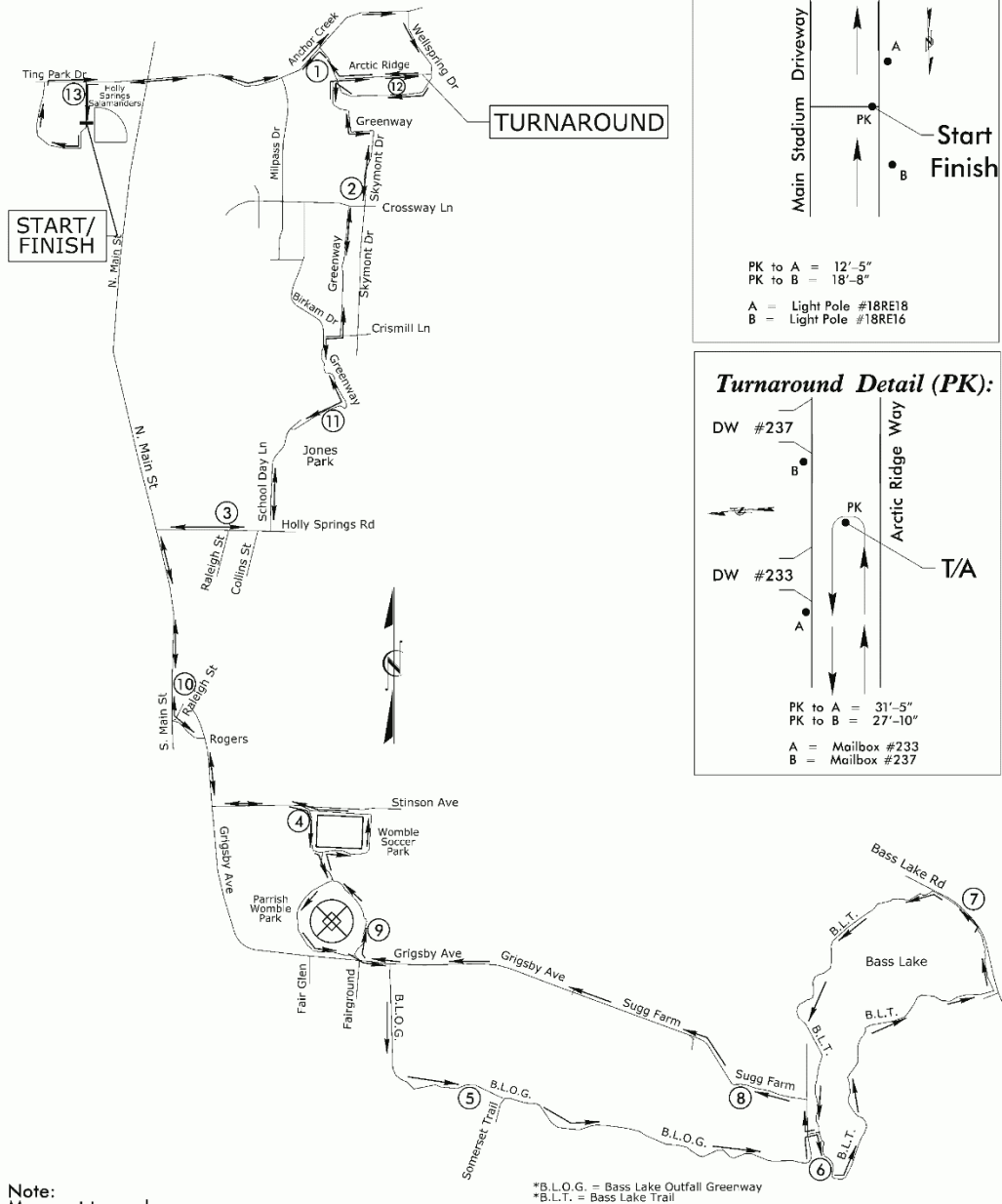
on Aug. 27, Sep. 8, Sep. 19, 2017

bdsmythe78@yahoo.com



USATF Certificate # NC17031BDS

Effective Sep 21, 2017 to Dec 31, 2027



Note:
Map not to scale
Not all streets are shown.
See Page 2 of 2 for split locations and turn by turn directions

Page 1 of 2

Appendix A – Approved Half Marathon Route (Continued)

Holly Springs Half Marathon
Holly Springs, NC

Measured:

by Brad Smythe
on Aug. 27, Sep. 8, Sep. 19, 2017
bdsmythe78@yahoo.com



USATF Certificate # NC17031BDS
Effective Sep 21, 2017 to Dec 31, 2027

Holly Springs Half Marathon Course Directions

Start on concrete road outside Salamanders Stadium running South	Follow sidewalk back to Bass Lake Trail at Park building
Right at last parking aisle	Right on connector to Bass Lake Outfall Greenway
Right on Ting Park Road	Right on Bass Lake Outfall Greenway
Straight on Anchor Creek Way	Left on Suggs Farm (dirt) road
Right on (second) Wellspring Dr	Straight on Grigsby Ave
Left on greenway across from Arctic Ridge	Right on greenway at Parrish Womble Park
Straight off greenway onto Skymont Dr	Follow greenway CCW around Parrish Womble Park
Right on Crossway Ln	Right on connection greenway
Immediate left on greenway	Right on greenway around soccer fields (CCW)
Right on Chrismill Ln	Right onto sidewalk at Stinson Ave
Left on Bikram Dr	Straight onto Stinson Ave
Straight onto greenway to Jones Park	Right on Grigsby Ave
Straight onto School Days Ln	Left on Rogers
Right on Holly Springs Road	Right on S. Main St
Left on N. Main St	Right on Holly Springs Rd
Left on Rogers	Left on School Days Ln
Right on Grigsby Ave	Straight onto greenway
Left on Stinson Ave	Straight onto Birkram Dr
Right onto sidewalk at Womble Soccer Park	Right on Chrismill Ln
Right on greenway around soccer fields (CCW)	Left on greenway
Right on connection greenway	Right on Crossway Ln
Right on greenway around Parrish Womble Park	Left on Skymont Dr
Right to main drive	Straight on greenway
Left on Grigsby Ave	Straight on Arctic Ridge Way to turnaround
Right on Bass Lake Outfall Greenway (at crosswalk)	Return on Arctic Ridge Way
Right on connector to Bass Lake	Right on Wellspring Dr
Right on Bass Lake Trail (mulch)	Left on Anchor Creek Way
Follow Bass Lake Trail CCW around Bass Lake	Straight on Ting Park Rd
Follow detour to sidewalk for section on north side	Left on Main Entrance to Salamanders stadium
Follow sidewalk back to Bass Lake Trail at Park building	Finish (same as start) in front of main stadium entrance

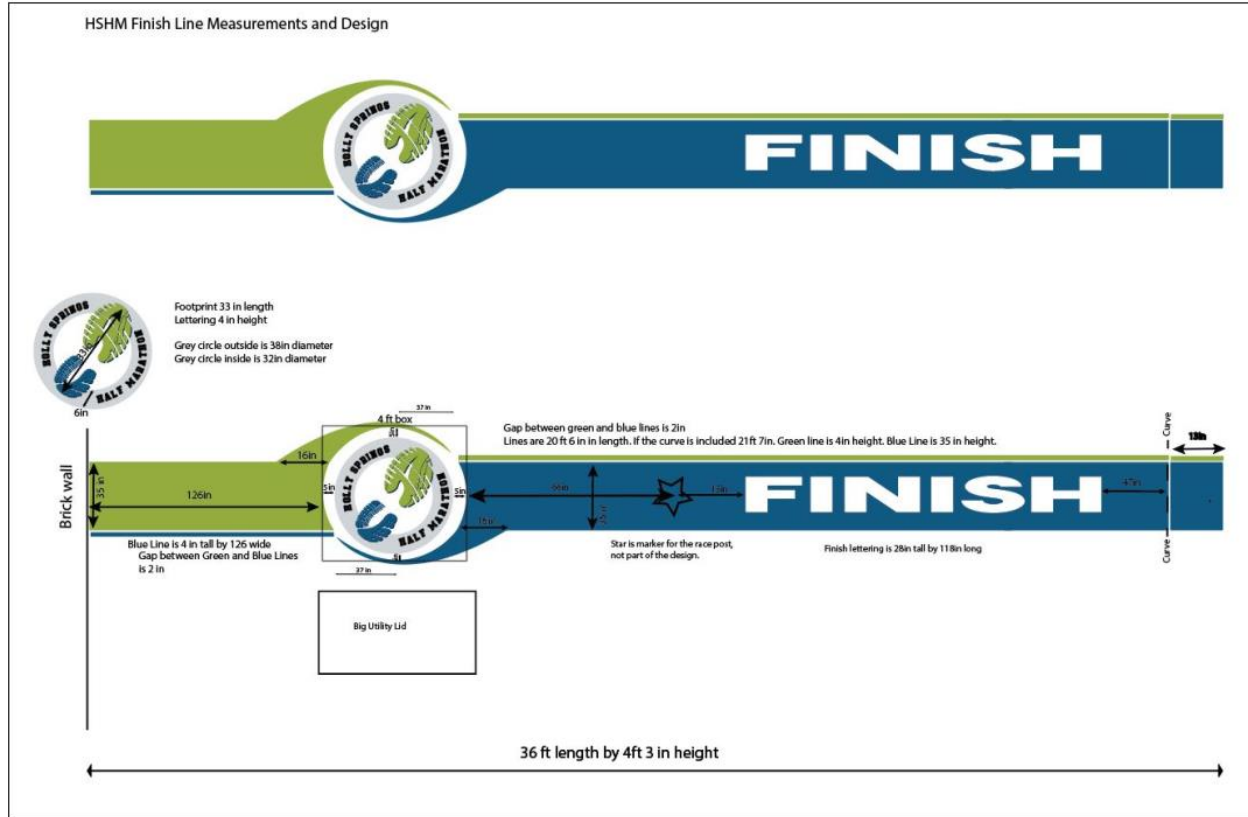
Holly Springs Half Marathon Split Locations (Miles are marked with YELLOW paint on the side of the road noted below.)

Start: On Main Stadium Dr, See detail
Mile 1: On Anchor Creek Way, on RT, 21' before stop sign at (1st) Wellspring Dr)
Mile 2: On Crossway Ln, on RT, 16' past metal light pole at corner of Skymont
Mile 3: On Holly Springs Rd, on RT, 54' past crosswalk at Raleigh St
Mile 4: On Sidewalk at Womble Soccer Park, on RT, 40' past light pole #12GA27
Mile 5: On Bass Lake Outfall, on RT, 294' before Somerset Trail connector
Mile 6: On Bass Lake Trail, 49' past first wood bench on right (south end of lake)
Mile 7: On Sidewalk along Bass Lake Rd, across from lift station driveway
Mile 8: On Sugg Farm gravel/dirt road, 9' past end of wooded section (past wood gate posts)
Mile 9: On Greenway around Womble Parrish Park, 31' past the sand volleyball net
Mile 10: On S. Main St., on RT, 30' before south edge of car wash at Raleigh St
Mile 11: On Greenway at Jones Park, on RT, 35' before green bridge at pond
Mile 12: On Arctic Ridge Way, on RT, 18' past Goosberry St street sign
Mile 13: On Main Stadium Dr, on RT, 9' before metal light pole #18QN50
Finish: On Main Stadium Dr, See detail (same as start)

Note:
Map not to scale
Not all streets are shown.

Page 2 of 2

Appendix B – NMAC Promenade Graphics



Town of Holly Springs Parks and Recreation Special Event Permit Application



128 S. Main Street

P.O. Box 8

Holly Springs, NC 27540

<http://www.hollyspringsnc.us/214/Parks-Recreation>

Appendix C - HSHM Agreement Application

General Information

A “Special Event” is defined as an event, festival or other activity held to engage the community, promote tourism or provide economic, social or wellness benefits to the community. A **Special Event Permit Application** is required for any event which is held on Town Property, or any event to be held on public right of ways. Special events may include runs, carnivals, festivals, concerts etc.

The Town of Holly Springs (TOHS) and Holly Springs Parks and Recreation (HSPR) uses the following criteria when evaluating, scheduling and approving Special Events:

1. The nature of the event and how it can serve the Town of Holly Springs and its residents
2. The dates, times and available locations during which the proposed event will occur
3. Whether the activities are in compliance with other applicable laws and Town ordinances and fits within the mission of the department
4. Whether the event is to benefit non-profit community organizations
5. The general health, safety and welfare of the participants in/or attending the event
6. The impact and or cost of the event on the Parks and Recreation Department
7. The frequency of the event or similar event(s)

Submitting the application

The review and approval of a Special Event Permit Application is coordinated through the Parks and Recreation Department. Applications can be e-mailed to rachel.downey@hollyspringsnc.us or dropped off or mailed to Town Hall at 128 S. Main Street P.O. Box 8, Holly Springs NC27540. Please allow time for our staff to review and consider the application. The applicant can expect a response within 5-10 business days. Upon review of the application, a Parks and Recreation employee will contact the applicant to set up a pre-event meeting to further discuss the details of your special event.

Special Event Permit Process

1. Browse our facility offerings and pick out a location(s) to best serve the group’s needs. Applicants are encouraged to choose an alternative location in the event the first choice is not available. Please also visit www.hollyspringsnc.us for more information.
2. Please be sure to complete all sections of this application. All proposed activities and events are subject to the approval of the Town of Holly Springs. The application submittal will not be considered if the application is incomplete
3. Submit the application via e-mail, mail or in person. Submittal of an application does not grant permit or confirmation to conduct the planned event – all applications are subject to review. Applications that require road closures need to be submitted **180 days** prior to event date, and applications that do not require road closures need to be submitted **120 days** prior to event day.
4. Upon receiving a completed application, Parks and Recreation will notify applicants about the status of the application. Applicants will be informed of any additional information or documentation requirements. At this time, applicants will be asked to schedule a pre-event meeting with a Parks and Recreation employee. A pre-event meeting is critical to the application process and no Special Event Permit will be confirmed without one.
5. The pre-event meeting will consist of a review of our rules and regulations, a review of the permit application, and an opportunity to discuss logistics, expectations and questions about the facility and its use.
6. If the application is approved and all documentation has been received, an invoice for associated fees will be issued. All event fees must be paid at the time of booking. Applicants are required to inform Parks and Recreation in writing of any and all amendments to the original application at least 14 days prior to the event. Once all requirements have been met and fees have been paid, a Special Event Permit will be issued.
7. **Cancellation Policy:** No refunds will be given for cancellations made within 14 days of reservation.

Partnerships

Parks and Recreation staff reserves the right to partner with an organization for events it deems beneficial to either the department, or the Town as a whole.

Nonprofit Rental Fee Discount

A nonprofit organization with a 501(c)(3) designation, hereafter referred to as “Nonprofit,” may be eligible for a twenty-five percent (25%) discount for rental fees to host a special event. The requirements for eligibility are below. **Please initial each requirement that that describes your organization.**

Nonprofit must be physically located within the corporate limits of Holly Springs, as designated on the tax exempt certificate (P. O. Boxes are ineligible). __RM__ Initial

Appendix C - HSHM Agreement Application

The special event must be for charity only, i.e. 100% of the net proceeds are donated. This excludes athletic tournaments, camps, clinics, practices, and games where participants and/or teams pay a fee. __RM____ Initial

Nonprofit must not have paid staff. __RM____ Initial

Each nonprofit is limited to one discounted special event per fiscal year (July 1-June 30). By initialing, you are certifying that the organization submitting this application has NOT received a discount within the current fiscal year. __RM____ Initial

A completed Special Event Permit Application must be submitted at least 180 (request requires road closures) or 120 (request does not require road closures) days in advance of the event start date. __RM____ Initial

Administrative expenses, including but not limited to staff fees, equipment use, lighting, etc. are not eligible for discounts. __RM____ Initial

Nonprofit must hold a minimum of \$2 million in liability insurance and name the Town of Holly Springs, PO Box 8, Holly Springs, NC 27540 as an additional insured for the date(s) of the special event. __RM____ Initial

By signing below, you are certifying the organization submitting this application would like to be considered for the Nonprofit Rental Fee Discount.

Signature

Date

Appendix C - HSHM Agreement Application



Permit applications must be received no later than **180 days prior (if requesting road closures) or 120 days prior (if not requesting road closures)** to the start of the Special Event.

SPECIAL EVENT PERMIT APPLICATION

APPLICANT INFORMATION

NAME OF APPLICANT

Ryan Monteleone

NAME OF EVENT ORGANIZER/PRODUCER (If different from Applicant)

Holly Springs Half Marathon

PRODUCTION COMPANY/ORGANIZATION (if applicable)

FEDERAL TAX ID or 501(c)(3)
NUMBER 81-3576425

¹Additional Documentation required: Please attach verification of 501(c)(3) status

STREET ADDRESS

PO Box 262

APT/UNIT/SUITE

CITY

Holly Springs

STATE

NC

ZIP CODE

27540

E-MAIL ADDRESS

hshalfmarathon@gmail.com

DAYTIME PHONE

252-414-3346

FAX

CELL PHONE

EVENT DAY ON-SITE CONTACT (if different than applicant)

DAYTIME PHONE

CELL PHONE

EVENT INFORMATION

NAME OF EVENT

Holly Springs Half Marathon

EVENT SPONSOR(S) (if applicable)

1ST CHOICE PARK LOCATION

Ting, Veterans, Womble, Sugg Bass Lake, and Greenways

SPECIFIC AREAS DESIRED

Trails, greenways, restrooms, locker rooms,

2ND CHOICE PARK LOCATION

SPECIFIC AREAS DESIRED

Parking lots, ballfield

DATE(S)²

See Supplement A

EVENT TIME

Third Saturday of November (packet pick up Thursday and Friday prior)

Start:

Finish:

STEP-OFF TIME (Applicable only for events with a route)

Additional Documentation required: if the event includes multiple days please attach a copy of a schedule

BRIEF DESCRIPTION OF EVENT

See Supplement B

THE EVENT IS ☐ PRIVATE (INVITATION ONLY) or ☒ OPEN TO GENERAL PUBLIC

Appendix C - HSHM Agreement Application

SET-UP DATE(S) See Supplement B	SET-UP TIME(S) From: _____ To: _____
TEAR-DOWN DATE(S)	TEAR-DOWN TIME(S) From: _____ To: _____
NUMBER OF PARTICIPANTS 1500	NUMBER OF SPECTATORS 200 along route

ADMISSION/ENTRY FEES

Does your event plan to charge admission for entry?

☐ NO ☒ YES



Description(s) of price categories

Please see www.hollyspringshalfmarathon.com

EVENT FEATURES

All event features are subject to the approval of HSPR. Additionally, certain event features may require separate communication with the Holly Springs Police Department and Fire Department.

****An approved Site Plan may be required and must indicate all features****

PRODUCT SALES

The sale of any item (food, clothing etc.) must be pre-approved by HSPR. HSPR reserves the right to charge a fee to any vendor or to deny permission for the sale of items.

Are you requesting permission to sell food and/or beverages?

☐ NO

☒ YES

Does this event seek to include the sale, distribution, possession or consumption of alcoholic beverages on public property?

☐ NO

☒ YES

Are you requesting permission to sell other merchandise?

☐ NO

☒ YES

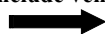
(If NO to these questions please disregard the VENDORS section of the application)

VENDORS/CATERERS

A vendor is anyone who is serving, selling, sampling or displaying food, beverages or other merchandise or services at the event to participants or the general public. Any applicant with food service must contact the Wake County Food Safety Department at (919)856-6609 for approval of any food preparation or service. Applicant must show plan for clean up and grease removal. The event organizer is responsible for ensuring that vendors follow all state and local tax and health code requirements.

Does your event include vendors/caterers?

☐ NO ☒ YES



Name, contact info, and description(s) of vendor and items being sold

Several retail vendors will participate in our event. Food trucks will be present on Thursday & Friday evening. Race day food will be provided by the HS Rotary Club. Bombshell Beer Company will provide and serve beer all three

Have proper health department permits been secured?³ ☐ NO ☒ YES

Have all alcohol permits been secured?⁴ ☒ NO ☐ YES Cannot be secured until approval is granted by TOHS

^{3,4}Additional Information Required: Please attach a copy of necessary health permits and liquor licenses

PARKING

No parking on grass without prior approval will be permitted at any facility.

Will additional parking beyond existing parking be requested?

☒ NO ☐ YES



Description(s)

GRILLING

Fires are prohibited except within designated fireplaces or grills.

Does your event plan to use grills and/or fireplaces?

☒ NO ☐ YES



Description(s)

Appendix C - HSHM Agreement Application

AMPLIFIED SOUND/ENTERTAINMENT

Crowds must be orderly with no sound amplification that may disrupt other park users or surrounding residents. HSPR reserves the right to make this judgment and will be discussed at the pre-event meeting. Please refer to TOHS Sound Ordinance??

Will your event be using amplified sound?

☐ NO ☒ YES → Hours of Operation _____ TO _____

→ Description(s)

See supplement C

Will your have an entertainer (band, DJ etc.)?

☐ NO ☒ YES → Hours of Operation _____ TO _____

→ Description(s)
(artists, playlists etc)

See supplement C

TENTS AND CANOPIES

Written permission from HSPR is required prior to the placement of tent stakes, anchors, or any other objects into the ground. Placement of all such objects must be disclosed on a pre-approved site plan.

Will tents and/or canopies be used for the event?

☐ NO ☒ YES → Number of Tents _____ Number of Canopies _____

→ Tent/Canopy sizes

Several tailgate tents will be used in the concourse at Ting during the expo and event. 5 tents will be used on race day along the route for aid stations

INFLATABLES/AMUSEMENT RIDES

Will your event feature inflatables/amusement rides?

☒ NO ☐ YES → Number of inflatables/rides _____

→ Descriptions

ELECTRICAL POWER

Event applicant has inspected the premises and agrees to accept it as is. Applicant has reviewed power and water availability at the event location and agrees to be responsible for any additional power and/or water needs.

Will your event require electrical power?

☐ NO ☒ YES → Description(s)

Access to outlets at Ting Park

* Please include number of AMPS required

STAGING/PLATFORMS, PORTABLE TOILETS, DUMPSTER, FENCING, BARRICADES AND OTHER STRUCTURES

STAGES/PLATFORMS: Will your event include the use or installation of stages/platforms?

☒ NO ☐ YES → Number of Stage(s) _____

→ Stage Descriptions

PORTABLE TOILETS: Will your event include the use of extra toilets? If yes, please indicate on site map. There must be two(2) toilets per 500 guests per event hour. Applicant is responsible for providing extra portable toilets if the facility does not offer enough.

☐ NO ☐ YES → Number of Portable Toilets _____

→ Descriptions

No

Appendix C - HSHM Agreement Application

TEMPORARY FENCING: Will your event include the installation of temporary fencing? If yes, please indicate on site map

☐ NO

☒ YES



Description(s)

There will be temporary fencing along the walkway from the parking lot to the entrance of Ting Park. Fencing will provide enough room for spectators to walk along the side without interfering with runners

BARRICADES: Will your event require the use of barricades? If yes, please indicate on site map

☐ NO

☒ YES



Number of Barricades

Descriptions

This will be at the discretion of HSPD

OTHER STRUCTURES: Will you event include the use of other structures not identified above?

☐ NO

☐ YES



Number of Structures

Descriptions

No

STREET CLOSURES OR USE OF PUBLIC WAY

Does the event propose closing or impeding normal access to any of the following? (Please check all that apply)

☒ Streets ☐ Sidewalks ☐ Alleys ☐ Parking Lots ☐ Other _____

If YES to any of the above, please describe locations, dates and times See Supplement D

Please Note: The Town of Holly Springs Police Department and other authorities where relevant have final discretion over the Route Plan, including but not limited to the placement and number of all barricades, signs, and police/volunteer locations.

MAPS

ROUTE MAP

If the event is a run, walk or other activity in which participants follow a course, a map with the proposed route must be attached. All routes are subject to HSPR approval and use of any space outside HSPR property requires additional approval. Course map must show direction of travel, start/finish locations and all sections of the course.

☐ Road ☒ Race ☐ Bike Race ☐ Walk ☐ Parade ☐ Other _____

Start Location: _____ Ting _____ End Location: : _____ Ting _____

Is a copy of the event Route Map attached? ☐ NO ☒ YES

NOTE: Events held on the **Holly Springs Greenway** must use temporary field marking chalk to mark the course. Signs (minimum of 18''x24'') must be posted every ½ mile along section of the trail to be used 10 days prior to the event with the dates and times of the event. The Greenway will remain open to the general public during the event.

SITE MAP

Event applicant is required to prepare a detailed site plan with all of the following: parking, vendors, emergency access; the location of fencing, barricades and other structures, portable toilets, dumpsters, tents, stages, inflatables; proposed street closures and traffic routes. All site maps are subject to approval by the HSPR. The applicant must meet with a HSPR representative for the purpose of addressing logistical issues. This meeting is required before an event is approved.

Is a copy of the event Site Map attached ☒ NO ☐ YES

****Event cannot prohibit or impede access to public rest rooms, walk ways or trail systems****

Appendix C - HSHM Agreement Application

EVENT SECURITY

The applicant is responsible for all costs for security and traffic control. The applicant will contract directly with a Private Security Company or the Town of Holly Springs Police Department for a minimum of one (1) off-duty sworn law enforcement officer per five hundred (500) people. HSPR may require additional security at its discretion.

Has Town of Holly Springs Police Department been contracted for security purposes?

☐ NO ☒ YES  Please provide the following information requested below

SCHEDULED DATE At the discretion of HSPD	SCHEDULED TIMES	TOTAL NUMBER OF OFFICERS
CONTACT PERSON Captain Mike Patterson	PHONE 919-665-9815	

FIRST AID AND EMERGENCY PLAN

Please describe what arrangements you will make for providing First Aid staffing and equipment during your event.

UNC rex will provide emergency services. We will have teams stationed at Ting and Womble (Would like 1 pavilion reserved at Womble on raceday for Rex.) We will also have two bike teams and one gator on course.

NAME OF EMERGENCY MEDICAL SERVICE PROVIDER Glenn Barham	PHONE 919-784-4783
SITE LOCATION See above	TIMES OF OPERATION

INSURANCE COVERAGE

Proof of Insurance is Required. Sponsor shall release TOHS from any liability and hold the TOHS harmless from any claims resulting from leased premises during the term of use. The event organizer is required to obtain liability insurance coverage with a minimum of two millions dollars (\$2,000,000) of coverage per event. A Certificate of Insurance verifying this coverage must be submitted with the Event Permit Application. **The Town of Holly Springs** shall be named as an "additional insured" in the policy. TOHS may require a higher aggregate amount of liability insurance coverage on some events.

CONDITIONS OF THE APPLICATION

Submitting this Special Event Permit Application does not provide permission to conduct your planned event. Please do not publicize your event prior to receiving confirmation of approval. You will be contacted by HSPR staff within 5-10 business days to arrange a pre-event planning meeting to discuss the logistics of your event

Please return this application and all supporting documentation to:

Town of Holly Springs
Parks and Recreation
128 S. Main Street
P.O. Box 8
Holly Springs, NC 27540

OR e-mail to rachel.downey@hollyspringsnc.us

I have read and do understand the terms and conditions of this permit, and do hereby agree on behalf of the organizer of this event that all persons participating in this event shall adhere to and abide by all applicable ordinances, rules and regulations.

Applicant Signature

Date

Appendix C - HSHM Agreement Application

FINAL APPROVAL (Completed by Holly Springs Staff)

Review Date: _____

Has required pre-event meeting been scheduled?

☐ NO ☐ YES

Date/Time: _____ Location: _____ Staff Attending: _____

Permit created in RecTrac: _____ Total Fees Required: \$ _____

Comments :

Parks and Recreation Approval: _____ Date: _____

Police Approval: _____ Date: _____

Fire Approval: _____ Date: _____

Planning Approval: _____ Date: _____

Code Enforcement Approval: _____ Date: _____

Public Works Approval: _____ Date: _____

Communications Approval: _____ Date: _____

Economic Development Approval: _____ Date: _____

Appendix C - HSHM Agreement Application

Supplement to Special Event Application

- A. **Thursday** 2:00 PM – 10:00 PM Ting Park (Including baseball field at 6:00)
Friday 9:00 AM – 10:00 PM Ting Park (including baseball field at 6:00)
Saturday 4:00 AM – 1:00 PM All listed facilities

- B. **Thursday** – HSHM Expo set up 2:00 PM – 5:00 PM, Packet pick up 5:00 PM – 9:00 PM, Cleanup 9:00 PM – 10:00 PM
Friday – HSHM Expo set up 4:00 PM – 5:00 PM, Packet pick up 4:00 PM – 8:00 PM, Kids Run on ballfield 6:00 PM – 8:00 PM (tentative), Cleanup 8:00 PM – 9:00 PM
Saturday – HSHM set up 4:00 AM – 7:00 AM, Race 7:00 AM – 11:00 AM, Cleanup 11:00 AM – 1:00 PM

- C. **Thursday & Friday** – DJ 4:00 PM – 9:00 PM
Saturday – DJ 6:30 AM – 10:30 AM
Saturday – Live Music or DJ at Ting Park from 10:30 AM – 12:30 PM

- D. **Saturday** Holly Springs Rd from School Days to Main St closed 7:30 AM – 10:00 AM
Left lane of Main St closed to Rogers 7:30 AM – 10:00 AM
Parking lane of Stinson Rd will be closed 7:30 AM – 10:00 AM
Greenways & subdivision roads will be used, but not closed

TOWN OF HOLLY SPRINGS
CONTRACT SIGNATURE PAGE

NOTICE TO ALL CONTRACTORS & VENDORS:

Notwithstanding anything to the contrary in your contracts, this Contract is valid and enforceable only on the following conditions: Any language in the attached contract purporting to create an indemnity against the Town is hereby stricken and given no effect. Any provision for forum selection or choice of law other than the situs of this contract (Wake County, North Carolina) is hereby stricken and given no effect. The signatures below are only effective upon your acceptance of the foregoing. In the event that you do not accept this notice and modification, inform the Contract Manager/Contact listed below immediately. Hereby incorporated is the attached Non Appropriations Clause. For contracts obligating a town expenditure exceeding \$2500, a PO is required.

VENDOR SIGNATURE:

I certify the above language is acceptable and I certify that as a vendor I am not on the list(s) at www.nctreasurer.com/iran.

Date: _____

Printed Name & Title:_____

Approved as to form:

John Schifano, Town Attorney

Town Contact:_____

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

Antwan Morrison, Director of Finance

PO Number:_____

By:_____

Randy Harrington, Town Manager

ATTEST:

(Town Seal)

By:_____

☐ Linda McKinney, Town Clerk

☐ Kathy White, Deputy Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 13.

Consent Agenda

Title: Cleaning Contract for Town Facilities

Strategic Priority Area: Organizational Excellence

Staff Resource: Shawn Malloy, Brent Quick, Scott Chase, Asst. Town Manager

Action(s):

Authorize Town Manager to execute a contract for services with American Facility Services for weekly cleaning and day porter for town facilities for \$14,135 per month.

Explanation:

- Staff have been working on approaches to simplify the management and effectively reduce the overall cost of cleaning services for town facilities.
- Services will include a day porter for up to four (4) hours each day, window cleaning, carpet and upholstery cleaning, stripping and waxing floors and furnishings.
- This contract consolidation effort has taken longer than anticipated (which included a rebidding effort) and as a result, the Town has had to continue on several expired contracts (using the previous contract terms) until the desired bid package could be finalized and the bid/selection process undertaken.
- Staff is requesting that Town Council enter into an agreement with American Facility Services as the lowest responsive/responsible bidder (among six bids) for \$14,135/month. The contract can be renewed on an annual basis for up to 3 years.
- The recommended janitorial services contract will save an estimated \$39,660 per year and provide an opportunity to increase staff efficiency in the management and operation of town-wide custodial services.

Background:

- In anticipation of cleaning contracts expiring for multiple facilities town-wide and an opportunity to consolidate under one contract, the town solicited bids and subsequently revised the big package and rebid to include the following facilities:
 - Town Hall
 - Law Enforcement Center
 - Public Works
 - Utey Creek Reclamation Facility Administrative Offices
 - Bass Lake Retreat and Visitor's Center
 - Village Office Condos
 - Town Hall Annex
 - Cultural Center and Library
 - Bathrooms at various recreation facilities: Bass Lake, Womble Playground, Womble Baseball, Jones,

Town Council Business Meeting
October 5, 2021

Veterans and Ting modular building

- Ting Stadium is divided into three (3) areas for cleaning, bathrooms open to the public, modular office space and the stadium itself. Neither of the selected vendors submitted a bid for the after-event cleaning at Ting Stadium. After further consultation with Parks and Recreation staff, it was decided that the current vendor better met the needs for daily and after-event cleaning of Ting Stadium.
- Out of the six bids received, the bidders that met the final bid requirements were American Facility Services and Environmental Control Triangle.
- Facility tours, background checks and performance reviews were completed with each of the respective bidders.
- American Facility Services submitted the winning bid at \$14,135/month versus Environmental Control Triangle at \$14,847/month.

Funding Source(s):

N/A

Attachment(s):

1. RFP Janitorial Cleaning Version 6-14-21 (003)
2. Town of Holly Springs Additional Janitorial Requests
3. Holly Springs Contract- Janitorial Services R2

TOWN OF HOLLY SPRINGS

Request for Proposal

Cleaning Services

The TOWN OF HOLLY SPRINGS invites Offers for Cleaning Services to be received until 5:00 p.m. (eastern standard time using the Town Council Chamber Clocks) on Wednesday, July 28th, 2021, at the Town of Holly Springs, 128 South Main Street, Holly Springs, North Carolina 27540. A pre-bid meeting will be held July 15, 2021, 11:00 a.m., Holloman Room, located inside Town Hall, 128 South Main Street, Holly Springs, N.C. 27540

Submission can be emailed, faxed or hand-delivered before the deadline stated above to:

Town of Holly Springs

128 South Main Street

Holly Springs, NC 27540

Attn: Brent Quick

Brent.quick@hollyspringsnc.gov

Proposal of _____

(Hereinafter called "Bidder", organized and existing under the laws of the State of _____ doing business as (insert "a corporation", "a partnership", or as "an individual" as applicable) _____ to the TOWN OF HOLLY SPRINGS (Hereinafter called "Town").

Bidder hereby proposes to furnish all materials, tools, machinery, equipment, apparatus, labor, and all means necessary to perform all work in connection with the Cleaning Services in accordance with this Request for Proposal, and at the prices stated hereinafter. The undersign has carefully examined the site of this work, has informed him/herself fully in respect of the conditions of the place where the work is to be performed and has examined the scope of work and any general or special condition relating thereto.

Awarding of Contract

The contract will be awarded to the proposal offering the highest level of service and value to the Town including price and other factors. Town of Holly Springs staff will evaluate individual submittals in context of the Respondent's overall capabilities, experience and the information provided in each response. Consideration will be given to only those quotes received from contractors who are properly licensed, bonded (\$50,000), experienced in the class of work proposed and who can refer to similar janitorial maintenance projects of comparable magnitude and scope that they are currently working on. All proposals shall include and will be evaluated on the following criteria, listed not necessarily in order of importance:

- Similar accounts to the specifications of work for the Town
- Estimated time per site per week
- Resources and equipment designated for the Town's work specifications
- How many workers will be used per location and overall Town-wide

The Town also reserves the right to reject any and all offers and to waive informalities or technicalities as it may deem to be in its best interest.

Negotiating with Bidders

The informal bidding statute allows negotiation with bidders when all bids exceed “the funds Available for the project.” In this case, the Town may elect to negotiate with the lowest responsive Bidder and make reasonable changes in the scope and specifications as necessary to bring the contract price within the funds available.

Attachment – A

Contractor provides all cleaning tools, cleaning chemicals and cleaning supplies to perform the following levels of janitorial services for the Town of Holly Springs unless indicated differently in the “Cleaning Levels of Expectation” below.

The Town of Holly Springs shall provide paper products and trash bags.

Section A – Daily: All areas inside of building

- Empty trash containers and replace liners, take to approved dumpsters
- Empty recycle containers and transport to recycling drop location
- Spot clean and disinfect all doors, handles and windows
- Sweep and mop ALL stairs, stairwells and landings
- Clean, disinfect and polish water fountains
- Vacuum ALL hallways, conference rooms and common areas
- Spot vacuum carpets in cubicles and offices
- Remove cob webs, bugs and pests from walls, ledges, entry, ceilings and floors
- Spot clean ALL carpet stains
- Mop all VCT, LVT and Tile floors (hardwoods, hard surface, tile, etc.)
- Dust furniture, polish all woodwork
- Clean ALL entry door glass

Note: Janitorial service is not responsible to clean locked offices

Town Hall, Holly Springs Police Department-LEC, Water Quality Admin., Public Works Offices/Facilities, Bass Lake Retreat/Visitor Center, Village Office Condos and Town ANNEX.

Section B – Daily: Kitchen Lunch Room Areas

- Includes cleaning list in section A above as applicable
- Clean and disinfect all countertops, sinks, fixtures and table surfaces
- Wipe down appliances and clean inside of microwave
- Clean, disinfect and polish sinks and faucets
- Sweep, mop and disinfect ALL floor surfaces
- Ensure paper products and hand soap are filled in ALL dispensers
- Dust furniture

***** Town Hall will require special consideration for all Public Meetings *****
Proper decorum or rescheduling of services will be required

Section C – Daily: Restrooms:

- Includes cleaning list in section A above as applicable
- Clean, Sanitize and Disinfect all countertops, sinks and fixtures
- Scrub and disinfect all toilet bowls and urinals inside and out to include seats and base at floor
- Clean mirrors streak free
- Ensure ALL paper products, urinal screens and hand soap dispensers are filled
- Clean, sanitize and disinfect restroom including all floors
- Disinfect all baby-changing units
- Disinfect and sanitize all door push/pull, knobs and locksets
- Change all urinal screens Monthly

Weekly: All Areas Inside Building

- Thoroughly dust blinds, windowsills, cobwebs, ceiling fans and railings
- Machine Buff all Tile and VCT with spray buff
- Damp mop hardwood and LVT floors with clean water or approved pH neutral solution only
- Spot clean scuff marks on walls and baseboards
- Vacuum ALL carpets throughout entire facility
- Clean all glass doors and inside office windows
- Dust ALL HVAC vents that are within reach using a 3-step ladder
- Polish all the fine wood surfaces in Town Hall and Council Chambers
- Polish and buff any stainless-steel surfaces
- Dust and polish all conference/meeting rooms tables and chairs

Nightly: Exterior Areas Outside Building

- Empty all exterior trash can by doors

Quarterly: Clean Exterior Glass

Twice a Year

- Thoroughly deep clean and polish wall and floor tile in bathrooms and halls with grout cleaning and approved safe polishing chemicals
- Strip and wax all VCT Floors

- Machine Hot Water Extraction of all carpeted areas
- Dust and clean all HVAC supply and return grills

The Town of Holly Springs would like to entertain the possibilities of a “Day Porter” option for the requested services. Please include this as an alternate. This option would allow for a floating, full time employee to be onsite during operating hours.

Attachment B

The following measurements and counts are accurate to the best of our knowledge. **It is highly recommended for anyone interested in submitting a quote for this work to visit each facility and verify the data before bidding this service.** Site visits will be conducted the same day as the scheduled pre-bid meeting. Contact Shawn T. Molloy @ 919-538-3521 shawn.molloy@hollyspringsnc.us for an appointment.

Facility	Frequency	Square Feet	Bathrooms	Fixtures
Town Hall	M-F rotating between 7pm-6am	28,044	6	14
HSPD-LEC	M-F rotating between 6pm-6am	26,593	8	16
Public Works	M-F rotating between 5pm-6am	2,856	3	5
Waste Quality Office	M-F rotating between 6pm-6am	2,800	2	2
Bass Lake Retreat & Visitor Center	M-F rotating between 9pm-6am	800	4	8
Village Office Condos	M-F rotating between 6pm- 6am	2,000	2	2
The Annex	M-F rotating between 6pm-6am	4894	3	3

Attachment C

Town of Holly Springs Buildings and Locations

Town Hall–128 South Main Street
HSPD-Law Enforcement Center–750 Holly Springs Rd.
HSFR-Fire Station #1-700 Flint Point Lane.
Public Works-101 Thomas Mill Rd.
Bass Lake Retreat and Visitor Center-900 Bass Lake Rd.
Village Office Condos (VOC) – 376 & 378 Raleigh Street
The Annex – 104 West Ballentine Street
Water Quality – 150 Treatment Plant Rd

Attachment D

This contract will be month to month beginning August 01, 2021 through June 30, 2022.

PROPOSED SUBCONTRACTORS (if applicable):

Name: _____

Address: _____

Telephone Number: _____

State and License Number: _____

Type, extent, and dollar value of work to be performed:

Non-Collusion Agreement

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same materials, supplies, or equipment and is in all respects fair without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. The bidder hereby makes an offer to **THE TOWN OF HOLLY SPRINGS** in accordance with the documents, including this Request for Proposal. The undersigned individual certifies that he or she is authorized to sign this offer.

This the _____ day of _____, _____
(Date) (Month) (Year)

OFFICIAL LEGAL NAME OF BIDDER

ADDRESS

CITY STATE ZIP CODE

AUTHORIZED SIGNATURE

PRINT NAME TITLE

(____) _____ (____) _____

TELEPHONE NUMBER FAX NUMBER

WEB SITE ADDRESS & EMAIL ADDRESS

FEDERAL I.D. NUMBER

SPECIAL CONDITIONS

1. References listed must be for *Cleaning Services* of comparable municipal/government work performed. Please provide accurate, complete and up to date information. **Give three (3) references of firms in which you have provided disinfecting and sanitizing services within the past three years.**

Company Name _____

Address _____

Phone Number _____

Contact Person _____ Fax Number _____

Contract Period _____

Company Name _____

Address _____

_____ Phone Number _____

Contact Person _____ Fax Number _____

Contract Period _____

Company Name _____

Address _____

_____ Phone Number _____

Contact Person _____ Fax Number _____

Contract Period _____

2. The Contractor must have a person or persons available during normal daylight hours to address any problems or complaints. Please provide the following information:

Name _____ Title _____

Pager Number _____ Office Number _____

Cellular Number _____ Email _____

Name _____ Title _____

Pager Number _____ Office Number _____

Cellular Number _____ Email _____

3. Please list the name of the supervisor(s) that will be performing under contract

Supervisor(s) Name _____

Terms and Conditions

1. Suspension of Work

The Town may notify the contractor in writing to suspend, delay, or interrupt all or any part of the work for such period as the Town may determine to be appropriate for the convenience of the **Town of Holly Springs**, or for noncompliance with the contract requirements.

2. Licensing

The contractor shall be properly licensed and bonded for this type of work. Proof of fidelity bonding for all contractor(s) employees (\$50,000) will be required prior to recommendation of award and start date of the contract. All contractors and their technicians shall be fully background checked, fingerprinted by CCBI and approved by Holly Springs Police Department.

3. Insurance

A. The contractor to whom the award is made shall maintain insurance not less than the following:

Coverage Minimum Limits

Workers' Compensation Statutory Limits

Employers' Liability \$ 1,000,000

General Liability \$1,000,000 per occurrence (\$2,000,000 aggregate)

Automobile Liability \$1,000,000

Professional Liability (E & O) \$1,000,000 per occurrence (\$2,000,000 aggregate)

B. The Town shall be named as an **additional insured** and the statement should read "Town of Holly Springs is to be added as an additional insured as evidenced by an endorsement attached to this certificate."

C. Worker's Compensation Insurance:

Covering Statutory benefits;

Covering employees; covering owners' partners; officers, and relatives (who work on this contract)

Employers' liability, any limit.

D. Insurance shall be provided by:

Companies authorized to do business in the State of North Carolina

Companies with Best rating of A or better.

E. Insurance shall be evidenced by a certificate:

o Providing notice to the Town of not less than 30 days prior to cancellation or reduction of coverage

o Certificates shall be addressed to:

Town of Holly Springs

Attention: Brent Quick

128 South Main Street
Holly Springs, NC 27540

OR

E-mailed to brent.quick@hollyspringsnc.gov

F. Both the insurance certificate and the additional insured endorsement must be originals and must be approved by the Purchasing and Contracts Manager before the Contractor can begin any work under this contract.

G. PLEASE SHOW THESE REQUIREMENTS TO YOUR INSURANCE AGENT TO PROVIDE YOUR COMPANY WITH A PRICE FOR THIS COVERAGE. NO EXCEPTIONS TO CHANGE THE COVERAGE WILL BE ALLOWED.

H. Prior to execution of a contract, the successful bidder will be required to provide a copy of its current Certificate of Insurance and including those subcontractors subject to licensing.

4. Force Majeure

- A.** The Company shall not be excused from performance under this Agreement by virtue of force majeure events. The Company shall take sufficient measures to ensure that force majeure event (including but not limited to fire, flood, earthquake, hurricane, elements of nature, strikes, labor disputes, etc.) do not result in any failure or delay in the performance of the Company's obligations pursuant to this contract. Failure to comply with this provision will constitute a default under this contract, and grounds for immediate termination.
- B.** Under the occurrence of a force majeure event, the Contractor shall immediately notify the Town of Holly Springs Facilities Maintenance Dept., by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a force majeure event and shall describe in reasonable detail the nature of the force majeure event. If any force majeure event prevents the contractor from performing its obligations for more than two (2) days, the Town shall have the right to terminate this contract by written notice to the contractor.
- C.** Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute force majeure events and shall not excuse the contractor from the performance of its obligations under this contract.

5. EEO Provisions

During the performance of this Contract, the Contractor agrees as follows:

- A.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment,

without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these provisions.

- B.** The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- C.** The Contractor shall send a copy of EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding.
- D.** In the event of the Contractor's noncompliance with these EEO provisions, the Town may cancel, terminate, or suspend this contract, in whole or in part, and the Town may declare the Contractor ineligible for further Town contracts.
- E.** Unless exempted by the Town Council of the Town of Holly Springs, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

6. Non-Discrimination Provision

The Town of Holly Springs opposes discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force as subcontractors and vendors under Town contracts.

7. Payment

The contractor is to forward a monthly invoice for services performed to the Town of Holly Springs, by the 25th of each month. Email copy to be sent to shawn.molloy@hollyspringsnc.gov and accountspayable@hollyspringsnc.gov (Attn: Nancy Ellis and Mary Moore)

8. Work Inspection

The Town will randomly inspect the work being performed. If the Town is dissatisfied with the work, the contractor will be notified via phone immediately. Upon such notification, the contractor has one (1) day to correct the problem.

9. Materials, Supplies, and Equipment

Contractor shall furnish all sanitizing, mopping, vacuuming, micro-fiber cloth program, disinfecting materials, chemicals, labor, sanitizing equipment and supplies necessary to perform

all services outlined in this contract. The Town will supply dispenser paper products and hand soap for dispensers.

10. Project Conditions

- A.** The Contractor shall provide a competent supervisor for its employees/agents at all times. The supervisor/agents shall be capable of communicating in and understanding the English language.

11. Dress

- A.** Contractor/agents and their staff shall dress accordingly in order to present a professional image at all times.
- B.** Professional, logo apparel shall be worn and provided by the contractor.
- C.** The contractor and their agents will at ALL TIMES wear a picture contractor badge to be provided by the Town of Holly Springs.

12. Permits, Certifications, Licenses

- A.** The contractor shall maintain all permits, certifications or licenses required by the Town of Holly Springs or the State of North Carolina in order to provide contract services. Employees applying insecticides and herbicides on property covered by this contract must be certified applicators in accordance with applicable state regulations.
- B.** The contractor shall promptly provide proof of certification or licensure upon request from the Town.
- C.** Any and all chemicals used by the contractor must have a copy of the MSDS on site.

13. Safety

The contractor during the performance of this contract shall:

- A.** Be responsible for the provision of competency and safety during all aspects of fulfilling this contract.
- B.** Comply with applicable OSHA standards.
- C.** Not expose any Town of Holly Springs employee, location visitor/user or the general public to any unnecessary unsafe condition
- D.** Be responsible for providing their employees with all necessary safety and personal protective equipment and insuring it.
- E.** Report all injuries sustained on township property by employees or the general public to the Town's Public Facilities Maintenance Manager, Shawn T. Molloy, 919-538-3521 or in writing to shawn.molloy@hollyspringsnc.gov
- F.** Be responsible for the safe operation and associated maintenance of equipment.

- G.** Notify the Town's Public Facilities Maintenance Manager of any damages to Town's property or property of others who are visitors on Town property.
- H.** The Town retains the right to stop contractor or the contractor's employees from working to the extent necessary to protect Town employees or the public's safety.

14. Additional Services:

- A.** Services or materials that are not listed in this contract shall be deemed additional services. Materials, additional cost, and scheduling will be negotiated between the contractor and the Town. Any modifications, corrections, or change orders by either party must be made in writing signed in the same manner as the original. The Town reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

15. Damages

- A.** The contractor shall be responsible for any and all damages attributable to the contractor or their employees. This will include, but is not limited to, the improper performance of work by any employee or agent of the contractor for damages caused by that contractor or agent.
- B.** The contractor shall be responsible to report all contractor attributable damages to the Town within 24 hours of the incident.
- C.** The primary objective in handling contractor damages shall be the timely and competent repair of property to conditions as close to pre-existing conditions as possible. All repairs shall be approved by the Town's Public Facilities Maintenance Manager (or designee) and performed without charge to the Town.
- D.** The Town retains the right to correct unacceptable work performed by the contractor and to charge associated costs to the contractor. Time will be billed at an average rate of pay for a Town employee.
- E.** In cases where repair is not possible or pre-existing conditions cannot be reasonably attained, the Town retains the right to assess damages by appropriate methods and to charge the value of those damages back to the contractor.
- F.** The contractor shall not be responsible for damages that are not attributable to the contractor such as vandalism or acts of God.

16. Communications

- A.** The contractor shall be responsible to designate an individual to be a company liaison to provide information to the Public Works office.
- B.** The contractor will provide both an office number and an emergency contact number.

17. Prohibition Against Sex Offenders

- A. 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, 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.

REQUESTS FOR CLARIFICATION & ADDITIONAL INFORMATION

Any requests for clarification or additional information of a technical nature regarding this RFP shall be submitted to:

Brent Quick

Purchasing Manager

919-577-3139

Brent.quick@hollyspringsnc.gov

[Shawn Molloy](#)

[Public Facilities Maintenance Manager](#)

[919-538-3521 shawn.molloy@hollyspringsnc.gov](mailto:shawn.molloy@hollyspringsnc.gov)

RESPONSIBILITY FOR COSTS

The Respondent shall be fully responsible for all costs incurred in the development and submission of their proposal documents. Submittal documents should be prepared simply and economically, providing a straightforward and concise description of the Respondent's capabilities to satisfy the requirements of the request. Emphasis should be placed on completeness and clarity of content. Selected Respondents may be asked to present in person the substance of their response to Town staff if necessary. All costs of such presentations shall be borne solely by the Respondents.

Town of Holly Springs Additional Janitorial Requests

Regular Maintenance Service/Floor Care (carpet and upholstery cleaning, buffing, stripping, waxing, grout cleaning) and Quarterly window washing

Holly Springs Cultural Center (Approx. 20,000 square feet) _____ month

Remainder of Bass Lake Facility & Shelter _____ month

Rest Room and Amenities _____ month

Ting, Veteran's Jones, Womble (Soccer, Baseball, and Playground)

Ting Stadium (After Event Cleaning) _____ per visit

Ting Stadium (Regular Maintenance) _____ month

STATE OF GEORGIA §
 §
COUNTY OF FORSYTH §

CONTRACT FOR SERVICES

THIS CONTRACT is made and entered into by and between the TOWN of HOLLY SPRINGS, located in Wake County, North Carolina (hereinafter called "TOWN") and American Facility Services, Inc. (hereinafter called "Contractor").

1. DESCRIPTION OF WORK

A. For the consideration agreed below to be paid to Contractor by TOWN, Contractor shall provide Janitorial Services in the County of Wake, North Carolina, hereinafter called the "Services." The Services are to be performed in a good and workmanlike manner and shall conform in every respect to the following:

- (i) TOWN's Request for Bids, as attached as Exhibit A;
- (ii) TOWN's Specifications for the Services (the "Specifications"), as attached as Exhibit B; and
- (iii) Contractor's Bid (the "Bid").

B. All of the documents referred to in Subsection A of this Section 1 are incorporated by reference and made a part of this Contract for all purposes as though each were written word for word in this Contract; provided, however, that in case of a conflict in the language of the Request for Bids, the Specifications, the Bid and this Contract, the terms and conditions of this Contract shall control and are final and binding on both parties, and the Specifications shall control where they conflict with the Bid. Contractor and TOWN further agree that should any dispute or questions arise respecting the true construction or meaning of any of these documents, the true meaning shall be decided by TOWN and such decision shall be binding and conclusive upon Contractor.

2. INSPECTION OF SITE AND COORDINATION

Contractor represents that, prior to submitting the Bid and executing this Contract, Contractor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Services under this Contract shall be coordinated under, and performed to the satisfaction of, TOWN's designated representative. TOWN is authorized to withhold payment of any funds under this Contract until periodic performance of the Services has been inspected, accepted, and approved by the Town Contact.

3. PAYMENT

Upon completion of periodic performance of the Services by Contractor, acceptance of the performed Services by the Director, and receipt and approval of Contractor's invoices, submitted monthly to the Town Contact, TOWN will pay Contractor in accordance with the Specifications and the Bid. Contractor's monthly invoices shall be accompanied by sufficient backup information as required. Total annual payments by TOWN during the term of this Contract, however, shall not exceed \$169,620.00 per year, which amount is set aside and segregated for the purpose of paying for the Services in accordance with the terms of this Contract. TOWN may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to TOWN from Contractor, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to TOWN has been reduced to judgment by a court. Contractor's pricing will not increase during the three-year contract term.

4. TERM; SCHEDULE

The term of this Contract shall commence on November 1, 2021 and terminate on October 31, 2024, unless sooner terminated in accordance with the provisions of this Contract. The schedule for completion of the Services shall be as provided in the Specifications; where the Specifications do not provide for time of completion, the schedule shall be as provided by the Director. Time is of the essence of completion of the performance of the Services.

5. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS

A. Contractor shall possess or obtain any necessary permits required by TOWN ordinance or State or Federal law for the performance of the Services prior to commencing the Services.

B. This Contract is entered into subject to and controlled by the Charter and ordinances of the TOWN and all applicable laws, rules, and regulations of the State of North Carolina and the Government of the United States of America. Contractor shall, during the course of performance of this Contract, comply with all applicable TOWN codes and ordinances, as amended, and all applicable State and Federal laws, rules and regulations, as amended.

C. 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. All work under this Contract shall be done and performed to the satisfaction of the Town Contact, and Town Contact shall in all cases of dispute determine the quantity, quality, acceptability and fitness of the work and materials and of several portions thereof which are to be paid for under this Contract and shall decide and determine all questions which may arise as to the measurements, lines, levels, and dimension of the work and all questions respecting the true construction, interpretation or meaning of the plans and specifications. In case of dispute between the

CONTRACTOR and the said official, employee, or agent of the Town, the decision and termination of the latter shall be taken, and shall be final and conclusive.

6. INDEPENDENT CONTRACTOR

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

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

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

7. INDEMNITY

Contractor agrees to defend, indemnify and hold TOWN, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of this Contract, or by any negligent or strictly liable act or omission of Contractor, its officers, agents, employees or subcontractors, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of TOWN, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of Contractor and TOWN, responsibility and indemnity, if any, shall be apportioned in accordance with the law of the State of North Carolina, without waiving any governmental immunity available to TOWN under North Carolina law and without waiving any defenses of the parties under STATE law. The provisions of this paragraph are solely for the benefit of the parties to this Contract and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

8. INSURANCE REQUIREMENTS

A. Contractor shall procure, pay for, and maintain during the term of this Contract, with a company authorized to do business in the State of North Carolina and otherwise acceptable to TOWN, the minimum insurance coverage contained in TOWN's Specifications, attached to and made a part of this Contract, which shall in no event be less than \$2 million per occurrence for commercial liability and at least \$5 million aggregate. Contractor shall list the Town as an additional insured and shall provide proof of coverage to the Town prior to execution of the contract and annually upon policy renewal.

B. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by Contractor or its subcontractors shall not relieve Contractor of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. The bankruptcy or insolvency of Contractor's insurer or any denial of liability by Contractor's insurer shall not exonerate Contractor from the liability or responsibility of Contractor set forth in this Contract.

9. TERMINATION

TOWN may, at its option and without prejudice to any other remedy TOWN may be entitled to at law, in equity or elsewhere under this Contract, terminate further work under this Contract in whole or in part for cause or for the convenience of TOWN by giving at least ten (10) days advance written notice of termination to Contractor, with the understanding that all performance being terminated shall cease as of a date to be specified in the notice. TOWN also has the right to request that Contractor assign and transfer to TOWN all of Contractor's rights and obligations under existing subcontracts it has to perform Contract work in the event of termination under this Section. TOWN shall equitably compensate Contractor in accordance with the terms of this Contract for Contract work properly performed prior to the date of termination specified in the notice, following inspection and acceptance of same by TOWN's Director. Contractor shall not, however, be entitled to lost or anticipated profits should TOWN choose to exercise its option to terminate.

10. CONFLICT OF INTEREST

The following section of the Charter of the TOWN shall be one of the conditions, and a part of, the consideration of this Contract, to wit:

“CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED --

(a) No officer or employee shall have any financial interest, direct or indirect, in any contract with the TOWN or be financially interested, directly or indirectly, in the sale to the TOWN of any land, materials, supplies or services, except on behalf of the TOWN as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit the officer's or employee's office or position with the TOWN. Any violation of this section, with knowledge, express or implied, of the person or

corporation contracting with the TOWN shall render the contract involved voidable by the TOWN Manager or the TOWN Council.

(b) The alleged violations of this section shall be matters to be determined either by the Trial Board in the case of employees who have the right to appeal to the Trial Board, and by the TOWN Council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by TOWN employees in federally-funded housing programs, to the extent permitted by applicable federal or state law.”

11. GIFT TO PUBLIC SERVANT

TOWN may terminate this Contract immediately if Contractor has offered, or agreed to confer any benefit upon a TOWN employee or official that the TOWN employee or official is prohibited by law from accepting.

For purposes of this section, “benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

Notwithstanding any other legal remedies, TOWN may require Contractor to remove any employee of Consultant from the Project who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a TOWN employee or official.

12. NOTICES

Except as otherwise provided in Section 12, any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for TOWN, to:

If intended for Contractor, to:

Kevin McCann, President
American Facility Services, Inc.
1325 Union Hill Industrial Court, Suite A
Alpharetta, GA 30004

13. NONDISCRIMINATION

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

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

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

15. ASSIGNMENT

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

16. RIGHT OF REVIEW AND AUDIT

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

17. VENUE

The obligations of the parties to this Contract shall be performable in Wake County, North Carolina, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Wake County, North Carolina.

18. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of North Carolina, without regard to conflict of law or choice of law principles of STATE or of any other state.

19. LEGAL CONSTRUCTION

CONTRACTOR has had a right to have an attorney review this Contract. No provision shall be interpreted against the drafter. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

20. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

21. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

22. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and, except as otherwise provided in this Contract, their assigns.

23. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS

This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

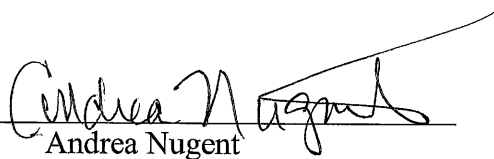
EXECUTED this the ____ day of _____, 2021, by TOWN, signing by and through its TOWN Manager, duly authorized to execute same by Resolution No. _____, adopted by the TOWN on _____, 2021, and by Contractor, acting through its duly authorized officials.

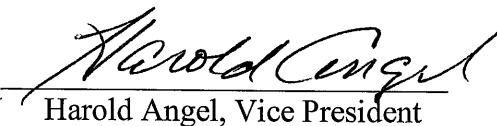
TOWN OF HOLLY SPRINGS

BY _____

ATTEST:

AMERICAN FACILITY SERVICES, INC.

BY 
Andrea Nugent

BY 
Harold Angel, Vice President



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 14.

Consent Agenda

Title: Capital Project Budgeting Updates and Encumbrance Carry-Forward

Strategic Priority Area: Responsible & Balanced Growth

Organizational Excellence

Staff Resource: Corey Petersohn, Finance

Action(s):

Adopt the following capital project ordinances:

- Waste Water Projects (21-40)
- Water Projects (21-41)
- Grants and Special Revenue Funds (21-42)

Approve budget amendment to carry forward encumbrances outstanding as of June 30, 2021, to Fiscal Year 2021-2022 for continuity of operations and active purchase orders.

Explanation:

Capital Project Budgeting Updates:

- With the successful economic development recruitment of Fujifilm Diosynth Biotechnologies "Project Galaxy" and Amgen "Project Titan", the Town needs to adjust the funding sources for associated capital projects.
- This action shifts existing water and sewer project funding for Project Titan and utilizes American Rescue Plan (ARP) funding for eligible water and sewer capital projects already approved by Council in the Community Investment Plan (CIP).
- Funding for utility system capital improvements related to Project Titan is achieved by:
 - Shifting \$860K in reserve funding from sewer projects that will now be funded using American Rescue Plan (ARP) Act funding
 - Utilizing \$1.6M of sewer reserves previously designated for sewer capital projects
 - Moving \$922K from savings realized within previously closed out project
 - Shifting \$2.978M in FY21 funds previously designated for utility reserves
 - Total Town Funding for Project Titan: \$6,360,096
- American Rescue Plan (ARP) funds previously allocated for potential water and sewer projects will be used to replenish funds shifted for Project Titan.
- Total anticipated ARP funding is \$12,050,588 allocated as:
 - 12 Oaks Pump Station - \$5M
 - Sanford Water Treatment Plant Project - \$2.5M (approved by Council last month)
 - Holly Springs Road Phase 2 Forcemain - \$2.46M
 - Reserve for future water and sewer projects - \$1.59M
 - Reserve for stormwater infrastructure projects - \$400K
 - Unallocated Reserve - \$100K

Encumbrance Carry-forward:

- Per section 10 of the budget ordinance, encumbrances (purchase orders) that are active as of June 30, 2021, can be carried forward to Fiscal Year 2021-22.
- Carrying forward purchase orders is an annual action assessed by the Finance Director and Town Manager after determining which encumbrances are active and necessary for continuity of operations and fulfilling contracts and purchase orders that are active or have elements that are awaiting fulfillment from a vendor.
- The attached budget amendment re-appropriates the funding remaining as of June 30, 2021, for the approved purchase orders for carry-forward to Fiscal Year 2021-22.

Background:

- At the August workshop, Council was presented a preliminary plan for American Rescue Plan (ARP) funding allocation.
- This action is in alignment with that plan and shifts some of the previously "ARP funding for potential water and sewer projects" to the 12 Oaks and Holly Springs Rd Phase 2 sewer projects to replenish approved funding in the CIP that is now funding Project Titan improvements.
- Last month, Council approved utilizing \$2.5M in ARP funding for the Sanford Water Project.
- Encumbrance Carry-Forward: Section 10 of the FY2021-22 Budget Ordinance (21-14) - *Encumbrances: Operating funds encumbered on the financial records as of June 30, 2021, are hereby re-appropriated to this budget. All project ordinance appropriations are continued.*

Funding Source(s):

- Water and sewer reserves, remaining funds from closing out capital projects, and American Rescue Plan (ARP) Act funding
- Encumbrance carry-forward appropriation balance designated for purchase order (PO) rollover

Attachment(s):

1. 21-40 Waste Water Project Ordinance
2. 21-41 Water Project Ordinance
3. 21-42 Grants and Special Revenue Project Ordinance
4. FY22 Budget Amendment for PO Carryforward
5. FY22 PO Carryforward



THE TOWN OF

Holly Springs

Ordinance Number: 21-40

Date Adopted: October 5, 2021

Effective Date: October 5, 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	74,742,570
Total	74,742,570

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

Waste Water Project Fund	
Revenues:	
Transfers In	21,378,960
Revenue Bond Proceeds	19,958,410
State Grants and Loans	17,500,000
Economic Development Grants	8,250,000
Federal Grants	7,460,000
Developer Contributions	195,200
Total	74,742,570

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 October 5, 2021 in accordance with the laws of the State of North Carolina.

Adopted this, the 5th day of October 2021.

Attested to:



Dick Sears, Mayor

Linda McKinney, Town Clerk



THE TOWN OF

Holly Springs

Ordinance Number: 21-41

Date Adopted: October 5, 2021

Effective Date: October 5, 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	71,705,924
Total	71,705,924

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

Fund	
Revenues:	
Revenue Bond Proceeds	59,611,400
Transfers In	9,540,816
Federal Grants	2,500,000
Miscellaneous Revenues	53,708
Total	71,705,924

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 October 5, 2021 in accordance with the laws of the State of North Carolina.

Adopted this, the 5th day of October 2021.

Attested to:



Dick Sears, Mayor

Linda McKinney, Town Clerk



THE TOWN OF

Holly Springs

Ordinance Number: 21-42

Date Adopted: October 5, 2021

Effective Date: October 5, 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	2,140,588
Code Enforcement	1,403,540
Police Department	120,511
Parks and Recreation	4,200
Total	3,668,839

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

Grant and Special Revenue Fund	
Revenues:	
Federal Grants	2,193,649
State Grants	58,797
Other Grants	4,200
Inspections Revenues	1,403,540
Miscellaneous Revenues	8,653
Total	3,668,839

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 October 5, 2021 in accordance with the laws of the State of North Carolina.

Adopted this, the 5th day of October 2021.

Attested to:



Dick Sears, Mayor

Linda McKinney, Town Clerk

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, 2022.

Department: Administration **Date:** 10/5/2021

Reason for Budget Amendment:

Per Section 10 of the budget ordinance, encumbrances from the prior fiscal year can roll-forward and be re-appropriated in the current fiscal year for continuity of operations and contracts.

Expense			
Account #	Account Description	Increase	Decrease
10-411-12.05	Communications Contract Services	\$ 7,500	
10-460-020-12.03	Planning and Zoning Consulting Fees	\$ 74,220	
10-460-020-12.03	Dev Serv Land Development Consulting Fees	\$ 243,031	
10-412-11-12.05	Admin Contract Services	\$ 1,450	
10-420-90.02	Fire Dept Capital Outlay Vehicles	\$ 300,058	
10-420-90.01	Fire Dept Capital Outlay Equipment	\$ 12,000	
10-420-90.01	Fire Dept Capital Outlay Equipment	\$ 90,036	
10-420-90.01	Fire Dept Capital Outlay Equipment	\$ 17,082	
10-460-025-62.06	Code Enforcement Computer Supplies	\$ 14,029	
10-420-90.01	Fire Dept Capital Outlay Equipment	\$ 6,992	
10-425-26-41.04	Parks and Rec Grounds Maintenance	\$ 3,679	
10-425-26-90.01	Parks and Rec Capital Outlay Equipment	\$ 37,900	
10-418-18-90.02	Police Capital Outlay Vehicles	\$ 233,007	
10-418-18-90.02	Police Capital Outlay Vehicles	\$ 78,366	
10-418-18-90.02	Police Capital Outlay Vehicles	\$ 22,079	
10-418-18-90.02	Police Capital Outlay Vehicles	\$ 70,048	
10-418-18-90.02	Police Capital Outlay Vehicles	\$ 115,781	
10-418-18-90.02	Police Capital Outlay Vehicles	\$ 15,602	
10-418-18-90.02	Police Capital Outlay Vehicles	\$ 27,294	
10-418-18-62.11	Police Supplies	\$ 60,000	
10-418-18-62.12	Police K-9 Supplies	\$ 1,000	
10-418-18-90.01	Police Capital Outlay Equipment	\$ 7,500	
10-418-18-90.02	Police Capital Outlay Vehicles	\$ 10,500	
10-422-24-90.02	PW Solid Waste Capital Vehicles	\$ 129,856	
10-422-22-90.02	PW Streets Capital Vehicles	\$ 8,999	
30-413-42-90.01	Finance Water Meters Capital Equipment	\$ 3,936	
30-450-030-12.03	Utility and Infastructure Consultant Fees	\$ 43,420	
30-450-030-12.03	Utility and Infastructure Consultant Fees	\$ 4,431	
30-450-035-12.05	WWTP Contract Services	\$ 12,000	
30-450-030-12.01	WWTP Professional Fees	\$ 2,804	
30-450-050-90.02	Water Quality Collections Capital Vehicles	\$ 192,229	

30-450-050-90.02	Water Quality Collections Capital Vehicles	\$ 5,767	
30-450-045-41.01	Water Maintenance and Repair Equipment	\$ 24,825	
30-412-11-12.05	Admin Contract Services	\$ 5,000	
30-413-32-12.05	Finance Utility Billing Contract Services	\$ 35,745	
30-450-055-12.05	Water Pump Stations Contract Services	\$ 1,775	
30-450-030-12.03	Utility and Infrastructure Consultant Fees	\$ 57,241	
Total Expense:		\$ 1,977,182	\$ -

Revenue			
Account #	Account Description	Increase	Decrease
10-360.04	PO Carry Forward Fund Balance	\$ 1,588,009	
30-360.04	PO Carry Forward Fund Balance	\$ 389,173	
Total Revenue:		\$ 1,977,182	\$ -

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.

Purchase Orders for FY2021-22 Roll Forward

Purchase Order					Carry Forward				
Number	PO Date	Department	Vendor Name	Description	PO Amount	Amount	Fund	GL Account Numbers	
2021-0484	4/12/2021	Communications	ETC Institute	Resident Survey	\$ 20,000	\$ 7,500	General	10-411-12.05	
2020-1477	5/29/2020	Dev Svs	Stantec Consulting Services	Consultant - UDO Rewrite	\$ 197,000	\$ 74,220	General	10-460-020-12.03	
2021-0242	10/7/2020	Dev Svs	Kimley Horn & Associates	CTP Professional Services	\$ 400,000	\$ 243,031	General	10-460-020-12.03	
2021-0522	4/27/2021	ED	Timmons Group Inc	TIA Titan	\$ 17,000	\$ 1,450	General	10-412-11-12.05	
2021-0211	9/16/2020	Fire	Atlantic Emergency Solutions	Aerial Tiller Truck	\$ 1,200,000	\$ 300,058	General	10-420-90.02	
2021-0410	2/10/2021	Fire	Spartan Fire and Emergency	Cutter Tool	\$ 12,000	\$ 12,000	General	10-420-90.01	
2021-0550	4/28/2021	Fire	Newton's Fire and Safety	Air Packs for Ladder Truck	\$ 90,036	\$ 90,036	General	10-420-90.01	
2021-0551	4/28/2021	Fire	Spartan Fire and Emergency	Extraction Tools	\$ 17,082	\$ 17,082	General	10-420-90.01	
2020-1375	4/21/2020	IT	N Harris Computer Corporation	Cityview Project	\$ 206,000	\$ 14,029	General	10-460-025-62.06	
2021-0556	4/29/2021	IT	Hyper Networks Inc	Fiber Network Extension Downtown	\$ 6,992	\$ 6,992	General	10-420-90.01	
2021-0523	4/21/2021	Parks & Rec	Game Time	Jones Replacement Shade	\$ 3,679	\$ 3,679	General	10-425-26-41.04	
2021-0528	4/22/2021	Parks & Rec	Revels Tractor Company	Mowers - Z960M	\$ 37,900	\$ 37,900	General	10-425-26-90.01	
2021-0218	9/17/2020	Police	Capital Chevrolet	2021 Tahoes (6)	\$ 233,007	\$ 233,007	General	10-418-18-90.02	
2021-0426	3/9/2021	Police	Capital Chevrolet	Animal Control Truck	\$ 78,366	\$ 78,366	General	10-418-18-90.02	
2021-0427	3/9/2021	Police	US Bank	Animal Control Box for ACO Vehicle	\$ 22,078	\$ 22,079	General	10-418-18-90.02	
2021-0474	3/18/2021	Police	Buckeye Emergency Vehicle Products	Emergency Equipment - 2021 PD Tahoes	\$ 70,047	\$ 70,048	General	10-418-18-90.02	
2021-0486	4/12/2021	Police	Capital Chevrolet	Tahoes	\$ 115,780	\$ 115,781	General	10-418-18-90.02	
2021-0552	4/29/2021	Police	US Bank	SignCraft - Graphics New PD Vehicles	\$ 15,601	\$ 15,602	General	10-418-18-90.02	
2021-0555	4/29/2021	Police	Wireless Communications	PD Vehilce Upfit	\$ 27,294	\$ 27,294	General	10-418-18-90.02	
2021-0589	5/19/2021	Police	Motorola Solutions	Watch Guard Body Worn Cameras	\$ 60,000	\$ 60,000	General	10-418-18-62.11	
2021-0602	6/4/2021	Police	Ventosa Elite K9 Kennel	Police K-9s	\$ 17,000	\$ 8,500	General	10-418-18-62.12 = \$1000.00 / 10-418-18-90.01 \$7500.00	
2021-0607	6/10/2021	Police	NC DMV	DMV Fees PD Tahoes	\$ 10,500	\$ 10,500	General	10-418-18-90.02	
2021-0308	11/24/2020	Public Works	Transource	Single Axe Dump Truck - Replace #72	\$ 129,856	\$ 129,856	General	10-422-24-90.02	
2021-0608	6/4/2021	Public Works	MVP Services	Hot Water Pressure Washer	\$ 8,999	\$ 8,999	General	10-422-22-90.02	
						\$ 1,588,009	General Fund		

Purchase Order					Carry Forward				
Number	PO Date	Department	Vendor Name	Description	PO Amount	Amount	Fund	GL Account Numbers	
2019-2045	6/26/2019	Finance	Honeycutt Consulting Group	Meter Lids for Fixed Network	\$ 499,526	\$ 3,936	Utility	30-413-42-90.01	
2021-0447	3/17/2021	U&I	Diehl & Phillips	12 Oaks Pump Station Design/Expansion	\$ 63,775	\$ 43,420	Utility	30-450-030-12.03	
2021-0509	4/21/2021	U&I	Hazen & Sawyer	Inspection and Evaluation 19 Sanitary Sewer	\$ 74,754	\$ 4,431	Utility	30-450-030-12.03	
2021-0532	3/9/2021	U&I	Electric Motor Shop	Rebuild Mixers (2)	\$ 12,000	\$ 12,000	Utility	30-450-035-12.05	
2021-0548	4/28/2021	U&I	Hazen & Sawyer	HS Road Booster Station Investigation	\$ 8,250	\$ 2,804	Utility	30-450-030-12.01	
2021-0563	4/30/2021	U&I	Public Works Equipment & Supply	Jetter Truck	\$ 192,229	\$ 192,229	Utility	30-450-050-90.02	
2021-0564	4/30/2021	U&I	NC DMV	Tag/Tax Jetter Truck	\$ 5,767	\$ 5,767	Utility	30-450-050-90.02	
2021-0566	5/4/2021	U&I	Utility Service Company	Lee Street Water Tank Logo	\$ 24,825	\$ 24,825	Utility	30-450-045-41.01	
2021-0568	5/6/2021	U&I	Institutional Interiors	Furniture 2nd Floor	\$ 5,000	\$ 5,000	Utility	30-412-11-12.05	
2021-0604	6/11/2021	Finance	NewGen Strategies and Solutions	Rate Study and Model	\$ 39,850	\$ 35,745	Utility	30-413-32-12.05	
2021-0606	6/10/2021	U&I	XYLEM Dewatering Solutions	Twelve Oaks By Pass Pump	\$ 16,000	\$ 1,775	Utility	30-450-055-12.05	
2021-0340	1/6/2021	U&I	Freese and Nichols	Risk and Resilience/ Emergency Response	\$ 130,390	\$ 57,241	Utility	30-450-030-12.03	
						\$ 389,173	Utility Fund		



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 15.

Consent Agenda

Title: Installment Finance Agreement for Vehicles & Equipment

Strategic Priority Area: Organizational Excellence

Staff Resource: Antwan Morrison, Finance

Action(s):

- Approve Installment Purchase Agreement (IPA) with Bank of America
- Approve Resolution 21-23 for financing terms and documents for equipment and vehicle acquisitions

Explanation:

- Installment Purchase Agreements:
 - are one of several financing mechanisms available to local governments; authority is provided in NC General Statute 160A-20
 - for vehicles and equipment do not require Local Government Commission (LGC) approval
 - allow the Town to take advantage of the current low-interest rate environment, as well as spread the costs over future years
- The total amount for vehicle and equipment purchases to include tax, tags, title and decals will not exceed \$1,411,250.
- This funding will provide as follows: four (4) Public Works, four (4) Police and two (2) Utility and Infrastructure vehicles/equipment.

Background:

- Five (5) proposals were received with rates ranging from 0.6946% through 1.75%
- Bank of America submitted a proposal with an interest rate of 0.6946% for a four-year term and no prepayment penalty or other fees.
- The purchase of these items and the intent to finance were approved in the FY 2021-22 budget.
- The attached resolution authorizes staff to proceed with closing the loan and obtaining the funds.

Funding Source(s):

Installment Financing Contract

Attachment(s):

1. Analysis of Proposals - 2021 IPA - Rolling Stock

Town Council Business Meeting
October 5, 2021

2. Holly Springs NC Eqpt 160A-20 NBQ Sept 2021 (BofA)
3. Installment Purchase RFP - 2022 Rolling Stock
4. 21-23 Resolution IPA 22

Town of Holly Springs
General Fund Equipment and Vehicles - FY 2020-2021 - \$1,411,250
Financing Proposals
Tuesday, September 21, 2021

\$ 1,411,250.00

BANK	TERM	INTEREST RATE	(PER AMTZN SCHED) MAXIMUM INTEREST COST	(PER AMTZN SCHED) ANNUAL PAYMENTS	NOTES	Payment	Total Payments	Total Interest
Fidelity Bank	4	1.7500% tax exempt	\$ 23,518.36	\$ 367,046.80	8 semi-annual payments No pre-payment penalty No origination fee Closings cost - cost to file UCC & Title Liens	\$ 183,523.40	\$ 1,468,187.20	\$ 56,937.20
Bank of America	4	0.6946% Non BQ	\$ 9,197.31	\$ 358,348.74	No pre-payment penalty after half-term No other fees	\$ 179,147.37	\$ 1,433,394.96	\$ 22,144.96
Branch Bank & Trust Company	4	1.0100% tax exempt	\$ 11,623.53	\$ 360,877.28	8 semi-annual payments 1% pre-payment penalty No other fees	\$ 180,438.64	\$ 1,443,509.12	\$ 32,259.12
PNC Bank	4	1.1800%	\$ 15,664.88	\$ 352,812.50	8 semi-annual payments Legal fees not to exceed \$5,000	\$ 176,406.25	\$ 1,448,845.70	\$ 37,595.70
First National Bank	4	1.1700% Non BQ	\$ 15,500.59	\$ 362,163.50	120 days make annual CPA audit available Closing costs of \$96	\$ 181,081.75	\$ 1,448,653.96	\$ 37,403.96
		1.1200% BQ	\$ 14,837.33	\$ 361,761.30		\$ 180,880.65	\$ 1,447,045.19	\$ 35,795.19

Charles T. Maguire
Senior Vice President

Government Finance Group
1111 E. Main Street, 18th FL. VA2-300-18-02
Richmond, VA 23219
T 804.489.5044 F 804.262.8344 M 804.432.9572
Charles.maguire@BofA.com

September 21, 2021

Antwan Morrison
Finance Director
Town of Holly Springs, NC

Dear Antwan,

Banc of America Public Capital Corporation ("BAPCC") on behalf of Bank of America, N.A. is pleased to submit to you ("Borrower") the Loan financing proposal (the "Proposed Transaction") described in the attached Summary of Terms and Conditions (the "Term Sheet").

This letter and the Term Sheet (collectively, the "Proposal" or "Proposal Letter") include only a brief description of the principal terms of the Proposed Transaction, and are intended for discussion purposes only. This Proposal Letter is not intended to and does not create any binding legal obligation on the part of either party. THIS PROPOSAL LETTER IS NOT, AND IS NOT TO BE CONSTRUED AS, A COMMITMENT OR OFFER BY BAPCC OR ANY RELATED ENTITY TO ENTER INTO THE PROPOSED TRANSACTION. BAPCC will not be obligated to provide any financing until the satisfactory completion of its credit, legal and investment approval process. The terms and conditions of this Proposal Letter shall be superseded by and shall no longer be effective upon the execution and delivery of final legal documentation with respect to this Proposed Transaction.

This Proposal must be accepted on or before September 28, 2021 in order for BAPCC to proceed with its consideration of the Proposed Transaction. To accept this proposal, please sign the enclosed copy of this letter and return it, by no later than September 28th to:

Banc of America Public Capital Corp
1111 E. Main Street, 18th Floor
Richmond, VA 23832
P - 804-489-5044

We appreciate this opportunity to present Bank of America.

Very truly yours,
Charles T. Maguire
Charles T. Maguire
Senior Vice President

"Bank of America" is the marketing name used by certain Global Banking and Global Markets businesses of Bank of America Corporation. Lending, leasing, equipment finance and other commercial banking activities, and trading in certain financial instruments are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., Member FDIC. Banc of America Public Capital Corp, a wholly-owned subsidiary of Bank of America, National Association, is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, with respect to any municipal financial product or issuance of municipal securities. The information provided in this document is not intended to be and should not be construed as "advice" with the meaning Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. © 2020 Bank of America Corporation. All rights reserved.

The undersigned, by its authorized representative below, accepts the above proposal, agrees to furnish Lender, its successors and assigns, any information relating to the business or financial condition of Borrower or its affiliates, and authorizes Lender, Bank of America N.A. and their affiliates to disclose to, discuss with and distribute such information (and any information they may already have) to any other affiliates or proposed assignees or successors of Lender.

Town of Holly Springs, NC

By: _____

Title: _____

Date: _____

Please provide Federal ID No.:_____

This proposal is submitted in response to your Request for Proposal for a Lease Purchase agreement. The contents of this proposal and any subsequent discussions between us, including any and all information, recommendations, opinions, indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the "Rules") of the Securities and Exchange Commission (240 CFR 15Ba1-1 et seq.).

The Staff of the SEC's Office of Municipal Securities has issued guidance which provides that, in order for a request for proposals to be consistent with this exemption, it must (a) identify a particular objective, (b) be open for not more than a reasonable period of time (up to six months being generally considered as reasonable), and (c) involve a competitive process (such as by being provided to at least three reasonably competitive market participants) or by being publicly posted to your official website. In submitting this proposal, we have relied upon your compliance with this guidance.

In submitting this proposal, we are not undertaking to act as a "municipal advisor" to you or any other person within the meaning of the Rules. In connection with this proposal and the transactions described herein, we are not subject to, and we hereby disclaim, any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors as and to the extent you deem necessary in connection with your evaluation of this proposal and the transactions described herein.

The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp, or one of its affiliates, ("BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.

SUMMARY OF TERMS AND CONDITIONS

Date: September 26, 2021

Borrower: Town of Holly Springs, NC. ("Borrower")

Lender: Banc of America Public Capital Corp (BAPCC), or its designee ("Lender")

Project: City Vehicles and general equipment, subject to essentiality and lessor's approval.

Loan

Structure: Installment Financing Agreement (NC G.S. 160A-20) in an amount up to \$1,411,250. This financing is intended as a **NON-BANK QUALIFIED** secured transaction; all tax benefits will remain with Borrower; the installment financing will be a net financial agreement, and all expenses, including (but not limited to) insurance, maintenance, and taxes, will be for the account of Borrower.

Security: BAPCC will have a security interest in the equipment financed.

Term: 48 month.

Maximum Funding: \$1,411,250

Rates: .6946%

The current rates are locked from the date of this Term Sheet until October 29, 2021 and will be honored so long as the transaction is funded before such date. October 29, 2021, Lender may adjust the rate upward depending on changes in interest rates between October 29, 2021 and the date the final pricing is determined.

In order to lock the rate, the Borrower must notify (email is fine) BAPCC of acceptance of the rates by September 28, 2021.

Payments: See amortization schedule.

Insurance: Borrower may be required to provide, at its expense, casualty insurance (with such deductibles as Lender may approve) Lender has the ability, if necessary, to obtain and provide any insurance certificate required.

Prepayment: Borrower may prepay the Installment Agreement at par on any payment date (with 30 days' notice) after half the term has elapsed.

Governmental

Entity Loan: The Base Rent installments are calculated on the assumptions, and Borrower will represent, that Borrower is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the "Code"), that this transaction will constitute an obligation of Borrower within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code. Borrower shall provide Lender with such evidence as Lender may request to substantiate and maintain such tax status.

Borrower will indemnify Lender only as to the actions or omissions of the Borrower, on an after-tax basis, against any loss of Federal income tax exemption of the interest portion of the rentals and against any penalties and interest imposed by the Internal Revenue Service on Lender in connection therewith on a lump-sum basis.

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Non-Appropriation

Termination: Borrower affirms that funds are available for the current fiscal year and reasonably believes that sufficient funds can be obtained to make all rental payments during each subsequent fiscal year. Borrower will regularly budget for and otherwise use its best efforts to obtain funds for the continuation of the rentals in this transaction.

Expenses: Borrower and Lender will each be responsible for its own expenses incurred in connection with the preparation, negotiation and closing of the Loan documentation. There are no other fees or costs associated with this transaction.

Escrow

Account: Lender will allow borrower to take control of funds and place them in an account with the NC Capital Management Trust (NCCMT). Lender will require its normal disbursement process as well as copies of monthly statements from the NCCMT.

Documents: Loan documents in form and substance satisfactory to Lender and its local counsel must be executed and delivered. If Lender requests, Borrower will also furnish duly executed landlord and mortgage waivers and supporting information. Borrower will also provide board resolutions, incumbency certificates and other documentation required by Lender.

Conditions

Precedent: If the vendor is receiving advance payments from the loan proceeds prior to delivery, then BAPCC will receive a payment and performance bond; also, BAPCC will take assignment of the vendor contract which is to be reviewed by our legal department.

Private

Placement: The proposed transaction is a private placement that will not require (i) any additional public ongoing disclosure requirements, (ii) any additional public offering document generation requirements, or (iii) any underwriting or related fees.

Market

Disruption: Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets after the date of this Proposal Letter, including but not limited to any governmental action or other event which materially adversely affects the extension of credit by banks, leasing companies or other lending institutions, the Lessor may modify the indicative pricing described above.

SEC Disclosure: Lessee acknowledges and agrees that, if, in connection with its efforts to comply with the requirements of SEC Rule 15c2-12(b)(5) of the Securities and Exchange Act of 1934, Lessee decides to file any documentation related to the proposed transaction to EMMA (the "Disclosed Documents"), such Disclosed Documents shall be filed with redactions that will be mutually agreed upon by the parties to ensure that there is no confidential information of Lessor included in the posted documents (i.e. account information, names of signatories).

USA Patriot Act

Compliance: The Lessee acknowledges that pursuant to the requirements of the USA Patriot Act, as amended from time to time (including as amended by the USA Freedom Act of 2015) (the "Patriot Act"), the Lessor is required to obtain, verify and record information that identifies the Lessee, which information includes the name and address of the Lessee and other information that will allow the Lessor to identify the Lessee in accordance with the Patriot Act.

Credit Due

Diligence: In order to complete its credit due diligence, Banc of America Public Capital Corp Credit Administration will need you to provide:

1. Most recent fiscal year's Budget;
2. Last three years financial statements
3. Insurance Certificate

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Loan Amortization:

Date	Funding	Payment	@ 0.6946	Principal	Balance
-----	-----	-----	-----	-----	-----
10/29/2021	\$1,411,250.00				\$1,411,250.00
4/29/2022		\$ 179,174.37	\$ 4,901.28	\$ 174,273.09	\$1,236,976.91
10/29/2022		\$ 179,174.37	\$ 4,296.03	\$ 174,878.34	\$1,062,098.56
4/29/2023		\$ 179,174.37	\$ 3,688.67	\$ 175,485.70	\$ 886,612.87
10/29/2023		\$ 179,174.37	\$ 3,079.21	\$ 176,095.16	\$ 710,517.71
4/29/2024		\$ 179,174.37	\$ 2,467.63	\$ 176,706.74	\$ 533,810.97
10/29/2024		\$ 179,174.37	\$ 1,853.93	\$ 177,320.44	\$ 356,490.53
4/29/2025		\$ 179,174.37	\$ 1,238.09	\$ 177,936.28	\$ 178,554.25
10/29/2025		\$ 179,174.37	\$ 620.12	\$ 178,554.25	\$ -
	-----	-----	-----	-----	
	\$1,411,250.00	\$1,433,394.96	\$22,144.96	\$1,411,250.00	

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Town of Holly Springs

REQUEST FOR PROPOSAL

INSTALLMENT PURCHASE FINANCING UNDER G. S. 160A-20

September 7, 2021

The Town of Holly Springs, North Carolina (hereinafter referred to as the "Town") desires to enter into an installment financing agreement pursuant to N. C. G. S. 160A-20 in the principal amount not to exceed \$ 1,411,250. This is the financing of the vehicles and equipment described below. The Town is soliciting your proposal to provide the necessary financing, subject to the terms and conditions set forth in this Request for Proposal.

The Town will be obligated to make the payments to fall due under the installment financing agreement.

VEHICLES/EQUIPMENT TO BE FINANCED:

Utility & Infrastructure	Hydraulic Excavator "Trackhoe"	\$ 255,000
Utility & Infrastructure	Sewer Cleaner "Jet Vac"	461,000
Streets	Bucket Truck & Equipment	163,450
Streets	Skid Steer	83,500
Streets	Mini Excavator	63,100
Streets	Single Axle Dump Truck	183,000
Public Safety	Pursuit Vehicle	55,200
Public Safety	Interceptor SUVs (2)	120,000
Public Safety	Investigator Vehicle	<u>27,000</u>
Total		\$ 1,411,250

The current general obligation ratings for the Town are:

Aa1	Moody's Investors Services
AAA	Standard & Poor's Rating Services

Town staff expects to award the bid to the financial institution by Friday, October 1, 2021 and the respective resolution will be considered by the Town Council at their meeting on Tuesday, October 5, 2021. The Town anticipates closing this transaction on or prior to Friday, October 29, 2021.

CONTRACT SPECIFICATIONS

1. The desired amount of the financing is not to exceed \$1,411,250
2. The desired term of the financing is for a **four (4) year** period with a fixed interest rate and semi-annual payments made in arrears.
3. All proposals must specify the rate of interest to be charged and also provide a schedule of amortization. Proposals without an amortization schedule will not be considered.
4. List all additional costs expected to be associated with this financing in your bid, including but not limited to all origination, prepayment, legal and escrow fees/penalties that the Town of Holly Springs may be required to pay. If a fee/cost is not shown in your bid, the Town will not be obligated to pay it.
5. Total funding will be placed into escrow. Interest on which will accrue to the Town of Holly Springs and be credited to the escrow account. Bids should be based on gross funding of the equipment (without consideration of investment earnings).
6. The installment financing agreement must not contain a non-substitution clause and there must be a non-appropriation clause in the agreement.
7. Both parties must agree that the installment financing agreement shall be governed by the State of North Carolina. Proposer will obey all state and federal statutes, rules and regulations that are applicable to the financing.

SUBMISSION OF PROPOSAL

Submit proposal to my attention by, Tuesday, September 21, 2021 (by 5:00 pm), via mail (Town of Holly Springs – 128 S Main Street – Holly Springs, NC 27540), e-mail or delivery.

If you have any questions or need additional information, please call me at 919-557-3912 or e-mail: antwan.morrison@hollyspringsnc.gov.

Thank you in advance for your consideration of this proposal.

Best regards,

A. Antwan Morrison

Finance Director



THE TOWN OF

Holly Springs

Resolution No. 21-23

Date Adopted: October 5, 2021

Effective Date: October 5, 2021

Resolution Approving Financing Terms with Bank of America

WHEREAS – the Town of Holly Springs (the “Town”) has previously determined to undertake a project for the financing of vehicles and equipment (“the Project”), and the Finance Director has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The Town hereby determines to finance the Project through Bank of America or affiliate thereof (“Lender”), in accordance with the proposal dated September 21, 2021. The amount financed shall not exceed \$1,411,250, the annual interest rate (in the absence of default or change in tax status) shall not exceed .6946%, and the financing term shall not exceed four (4) years from closing.
2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. The Finance Officer is hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for delivery of the Financing Documents have been completed to such officer’s satisfaction. The Finance Officer, further, is authorized to approve changes to any Financing Documents previously signed by Town officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer’s release of any Financing Documents for delivery constituting conclusive evidence of such officer’s final approval of the Document’s final form.
4. The Town intends that the adoption of this resolution will be a declaration of the Town’s official intent to reimburse expenditures for the project that is to be financed from the proceeds of the Lender financing described above. The Town intends that funds that have been advanced, or that may be advanced, from the Town’s general fund, or any other Town fund related to the project, for project costs may be reimbursed from the financing proceeds.

5. All prior actions of Town officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Dated this ____ day of October, 2021.

[SEAL]

Linda McKinney
Town Clerk
Holly Springs, North Carolina



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 16.

Consent Agenda

Title: Twelve Oaks Pump Station Upgrade (Task 1, Phase II - Interceptor System Preliminary Design, TP 18-005)

Strategic Priority Area: Responsible & Balanced Growth
Safe & Friendly

Economic Prosperity & Diversity

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

Action(s):

Authorize the Town Manager to execute a contract with Freese and Nichols for 25% design of upgrades necessary for the Twelve Oaks outfall gravity sanitary sewer interceptor system.

Explanation:

- In December 2020, Utilities & Infrastructure Services prepared an RFQ seeking qualified consultants to update the preliminary evaluation of gravity sewer outfalls done in 2018 and provide 25% design drawings for replacement of existing lines (Task 1) and provide 100% design of upgrades for the Twelve Oaks Pump Station (Task 2).
- Two firms submitted responses to the RFQ.
- Freese and Nichols was chosen to complete Task 1, based on the Statement of Qualifications received.
- Selection criteria included:
 - Relative experience with similar planning studies
 - Firm's capacity to complete requested services
 - Demonstration of overall project understanding and work experience/familiarity with the town
 - Completeness of submitted proposal
 - References to previous similar work
- Task 1, Phase I (update to the 2018 report and recommendations for replacement of gravity sanitary sewer lines) was completed in August 2021.
- Task 1, Phase II will prepare 25% design of interceptor system upgrades.
- Twelve Oaks Pump Station Phase II upgrades were anticipated and budgeted for in the FY22 Community Investment Plan (CIP). However, 25% design will allow the Town to prioritize sanitary sewer segment replacement options in order to stay within budget.
- Utilities & Infrastructure will put out another RFQ within the next few months to bring the interceptor system upgrades to 100% design.
- Construction of the interceptor system upgrades is anticipated to be complete by November 2023.

Background:

- The Twelve Oaks Pump Station and associated gravity sewer outfall are nearing permitted capacities.
- In 2018, Freese and Nichols prepared a sewer study of the Twelve Oaks basin. The study identified several areas where required improvements were needed within the collection system to accommodate future flows.
- Task 1, Phase I involved updating the 2018 evaluation of gravity sewer outfalls to reflect the Land Use and Character Plan adopted in 2019. Findings from Task 1, Phase I indicate that several sections of gravity sewer in the Twelve Oaks outfall lack sufficient capacity to carry peak onsite and offsite design flows while flowing half full.
- A Preliminary Design Report (PDR) was prepared to provide an evaluation of the recommended replacement method, alignment, and sizing for the segments in need of upsizing as well as recommended prioritization, permitting considerations, and an opinion of probable cost.
- Task 1, Phase II will provide 25% design of these upgrades.

Funding Source(s):

Wastewater Treatment Plant Capital Project Fund

Attachment(s):

1. RFQ - Twelve Oaks PS 12-10-2020
2. Letter Agreement HS 12 Oaks 25% Design

Town of Holly Springs
UPGRADES to the TWELVE OAKS PUMP STATION
Town Project #18-005
REQUEST FOR STATEMENT OF QUALIFICATIONS

Prepared by
Holly Springs Utilities & Infrastructure Services Department
December 2020
Holly Springs, North Carolina

I. PURPOSE

The **Town of Holly Springs** is soliciting proposals from qualified consultants to provide professional services to prepare a Preliminary Engineering Report (PER) detailing upgrades needed for the Twelve Oaks Pump Station.

RFQ responses must satisfy the minimum criteria outlined within the scope of work in this document to be responsive to this solicitation. Any modifications or enhancements proposed beyond the identified scope of work outlined in this document must be clearly identified. The successful consultant must demonstrate previous similar project expertise, working knowledge of the Town of Holly Springs, technical capabilities of proposed staff, a solid understanding of the proposed scope of work and issues, and possess sufficient technical and staff availability to develop the PER within the expected project timeline.

Responses to this RFQ must be received by the designated Town of Holly Springs representatives, the Purchasing Manager (Brent Quick at brent.quick@hollyspringsnc.us) and the Utility Engineer (Rachel Ingham at rachel.ingham@hollyspringsnc.gov), by **4:30 pm EST on December 31, 2020**. The selected consultant or team will be required to successfully complete the project no **later than March 31, 2021**. Only email inquiries will be accepted by interested consultants.

II. BACKGROUND

The Town of Holly Springs is a midsize community in Wake County located just 19 miles southwest of Raleigh with a population of approximately 41,000. Holly Springs has experienced significant growth in recent years growing from a town of 900 in 1990 to over 9000 residents by 2000. The growth continued with the 2000 Census reflecting a population of 24,682. As we approach the next Census count, the projections continue to reflect more growth is expected. With the growth has come expansion of the town's utility systems to support the growing demands.

III. SCOPE OF WORK

The Town of Holly Springs intends to hire a qualified consultant to prepare a PER addressing upgrades needed for the Twelve Oaks Pump Station. This project will involve two main components.

Elements of Scope of Work:

Task 1 – Update the preliminary evaluation of gravity sewer outfalls done in 2017, and provide 25% design with alternatives and recommendations for the installation of parallel lines and/or the replacement of existing lines. Include estimated land costs or square footage of real estate in tabular format.

Task 2 – Provide 100% design for upgrades to the Twelve Oaks Pump Station. Applicants may provide innovative ideas with phasing and budgeting.

IV. PROPOSAL STRUCTURE

The proposal must address all elements of the scope of work as outlined within the section above. Any modifications or enhancements proposed beyond the identified scope of work outlined within this document must be clearly identified.

Proposal Format

The proposal cannot exceed 25 pages (either 25 single-sided pages or 12 double-sided pages) in length. The proposal title page is NOT counted within the 25 page limit. Please use 11 or larger point font size for readability. Appendices are not allowed and will not be reviewed. Proposals should demonstrate that the responder fully understands the intent of the project, the character of the required deliverables and the plan development process. In addition, the level of technical qualifications to supply the required services must be clearly demonstrated. In order to assist in the evaluation process, please include the following requirements in the proposal document:

- **Cover Letter** (no more than one (1) page and counts within 25 page limit)

The letter must be signed by an individual with authority to legally represent the entity submitting the proposal.

- **Project Approach/Work Plan/Demonstrate Project Experience**

This section should include a detailed description of the proposer's understanding of the intent of the project and its objectives and overall approach to the project. The proposer should identify the level of assistance required from the town and/or project partners to complete each task.

- **Schedule (showing all milestones, critical stakeholder/public meetings and deliverables to maintain project progress by the project end date)**

- **Introduction to the Proposer(s)**

Firms shall provide the following information (the same information must be provided for each sub-consultant or each member of a joint venture):

- Firm name and business address, including telephone number and email contact.
- Identify the location where the majority of the work will be based out of.

- **Qualifications and Experience of the Consultant Firm(s)**

Please describe prime consultant's recent experience relevant to this project. Include brief project profiles with a project reference contact information for each profile. Provide four similar projects completed by the proposed project team within the past two years. Particular emphasis should be placed on projects managed by the key personnel proposed for this project

- **Qualifications and Experience of Key Staff**

Identify key individuals (task leaders) to be assigned to this project and include the qualifications and/or responsibility of each of the identified individuals. Experience summaries of these key individuals shall be provided, with emphasis on previous experience on similar projects in similar roles. Resumes of these key individuals may be included within the 25 page limit if desired.

- **Two (2) References to previous work similar to this proposed work along with key contacts**

If any of the above requirements are not met, the responder's proposal may not be considered.

The project budget and the final project scope of work may be modified prior to final project award and/or contract negotiations. Responders are encouraged to propose additional or alternative tasks or work within the proposal document if it enhances final project products and outcomes.

Submittal Instructions

Submit one (1) digital copy of the RFQ response (no cost details please). **The digital copy should be saved as an Adobe PDF file and e-mailed to** Brent Quick and Rachel Ingham, Town of Holly Springs, at brent.quick@hollyspringsnc.us and rachel.ingham@hollyspringsnc.gov **by the proposal deadline date and time**. Number all pages consecutively. Clearly indicate the following on the outside of each proposal submittal package:

- Project name (Town of Holly Springs Upgrades to the Twelve Oaks Pump Station – TP#18-005);
- Name, address, and email address of the primary consultant.

Submissions must be received by **4:30 pm EST on December 31, 2020**.

V. PROJECT SCHEDULE

INITIAL MEETING

It is anticipated that the submitted qualifications may not clearly establish all related tasks and respective responsible parties. The preferred consultant selected by the RFQ responses will attend a meeting where town staff will meet with the selected proposer to revise or amend as necessary the final scope of work, and more precisely define work tasks, responsibilities of parties, deliverables, and project schedule requirements. The selected consultant should be ready to provide the town with a cost proposal in an amount not to exceed basis within five (5) days after the initial meeting.

VI. CONSULTANT SELECTION PROCESS

The town's proposal evaluation process will involve review of each submitted proposal by deadline date and time by the project selection committee based on the criteria outlined below. A list of responders will be developed in order of preference based on proposal content and, if desired by the selection committee, an interview of the top two (2) firms may be requested, but not necessarily. The proposal evaluation criteria, with corresponding weight factors, consist of the following:

- Demonstrated relative experience in creating similar planning studies, working with a diverse groups of stakeholders and ability to prepare user-friendly planning products. (30 percent)
- Qualifications of the firm and personnel to be assigned to this project demonstrating the consultant's capacity to complete requested services, their experience completing similar projects, including experience with data collection and analysis related to the scope of work elements. (30 percent)
- Demonstration of overall project understanding, and direct work experience/familiarity with the town. (30 percent)
- Completeness of submitted Proposal with all elements required by the RFQ (5 percent)
- References to previous similar work (5 percent)

The town reserves the right to seek clarification of any submitted proposal, reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel in part or in its entirety this RFQ if it is in the best interests of the town.

VII. ADDITIONAL INFORMATION

Questions regarding this RFQ should be directed to Rachel Ingham, Town of Holly Springs Utility Engineer at Rachel.Ingham@hollyspringsnc.gov. The town will maintain a list of questions and answers and disseminate via email to all RFQ responders prior to proposal deadline.

September 22, 2021

Rachel Ingham, PE
Utility Engineer
Town of Holly Springs
PO Box 8
128 S Main Street
Holly Springs, NC 27540

Re: 12 Oaks Interceptor System Preliminary Design
Town Project #18-005

Dear Ms. Ingham:

We are pleased to submit this proposal for providing professional engineering services to the Town of Holly Springs for the Preliminary Design of the 12 Oaks Upstream Interceptor System. FNI recently completed a comprehensive update to the 12 Oaks PUD Study which evaluated current and future land use, as well as onsite and offsite wastewater flows and flow projections. The study identified the required improvements within the collection system to accommodate future flows. In addition to updating the 12 Oaks PUD Study, FNI prepared a Preliminary Design Report (PDR) summarizing the necessary background information and providing an evaluation of potential replacement methods, general alignments, and sizing for the segments that require additional capacity. The PDR also included is a discussion of the recommended prioritization of the sewer replacements, permitting considerations, and an opinion of probable construction cost. Phase 1 of the recommended improvements consists of approximately 9,500 feet of gravity sewer from node D3 to node OHA. To provide the Town with additional detail and information needed for budgeting and scheduling purposes, FNI will prepare a topographic survey for the Phase 1 alignment and update the Technical Memorandum (TM) with 25% design plans. A detailed scope of work is provided below:

A. Topographic Survey and Preliminary Design Phase (25%)

1. FNI will subcontract with a surveying firm to provide surveying services. The services listed below are based upon traditional topographic survey for the selected pipeline corridor.
 - a. Ownership Data - Research property ownership of the affected parcels and obtain copies of deeds, subdivision plats, right-of-way maps and ownership addresses along the route. Prepare a landowners Excel spreadsheet to include parcel number and landowner's name and address. Prepare a deed plot of all ownerships, subdivisions, and rights-of-way within one hundred feet either side of the proposed pipeline alignment.
 - b. Traditional Topographic/Design Survey – Traditional topographic survey will locate all improvements within a 100-foot-wide corridor along the pipeline alignment. Elevations of all tops and toes of slope and at all vertical changes

within 50 feet either side of the proposed final pipeline centerline will be located. This information shall be sufficient to generate a contour model (DTM) of the proposed pipeline route. For purposes of this scope, it is anticipated that up to 9,500 linear feet of traditional topographic survey will be provided.

2. FNI will delineate waters of the U.S., including wetlands, regulated under Section 404 and 401 CWA as well as wetlands and waters regulated by the State of North Carolina (e.g., isolated wetlands) within the project area in accordance with:
 - a. U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual, Technical Report Y-87-1 (USACE 1987)
 - b. USACE April 2012 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (USACE 2012)
 - c. Subsequent regulatory guidance

FNI's environmental scientists will conduct a site visit to make observations within the proposed project area to document existing environmental conditions and assess potential project impacts. Prior to conducting a pedestrian survey within the proposed project area, FNI's environmental scientists will assemble and review data such as aerial photographs, USGS topographic maps, National Wetlands Inventory (NWI) maps, the USGS National Hydrography Dataset (NHD), and soils data within the area of the proposed project areas. The presence and locations of waters of the U.S., including wetlands, potential threatened and endangered species habitat, and vegetation cover types will be identified within the area of the proposed project areas.

FNI will evaluate opportunities to avoid and minimize permanent impacts to jurisdictional waters. We anticipate that permanent impacts will not exceed the allowable thresholds under Nationwide Permit (NWP) 12 (Utility Line Activities). The preparation of the permit application consisting of the Pre-Construction Notification (PCN) and supporting documentation, and coordinate with the regulatory agencies will be covered under a future final design project.

3. FNI will update the previously prepared TM to include updated alignments, environmental considerations, construction methods, specific easement requirements, updated probable construction costs and 25% design plans to present the proposed improvements. The plans will be produced using the topographic survey data and will include both plan and profile views of proposed improvements, recommended construction methods, property ownership and easement requirements. FNI will submit the updated TM and 25% Design Plans to the Town for review and lead a workshop to discuss the alternatives and the final recommendations. Upon receipt of Town comments, FNI will revise the TM and 25% Design Plans and submit an electronic copy in PDF.

B. Time of Completion

FNI is authorized to commence work on the project upon execution of this agreement and agrees to complete the services in accordance with the following schedule:

1. Draft Preliminary Design: Completed within 90 days from Notice to Proceed (NTP)
2. Final Preliminary Design: Completed within 30 days of receipt of comments on the draft submittal.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to equitable adjustment of compensation and FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.

C. Designated Representatives

FNI and the Town designate the following representatives:

Town's Designated Representative	Rachel Ingham, PE PO Box 8 128 S Main Street Holly Springs, NC 27540 Phone: 919-567-3985 E-mail: rachel.ingham@hollyspringsnc.gov
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FNI's Project Manager	Bryan Jann, PE 1017 Main Campus Drive, Suite 1200 Raleigh, NC 27606 Phone: 919.582.5856 E-mail: bcj@freese.com
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D. Compensation

FNI proposes to furnish our services as described herein for a fixed fee of One Hundred Twelve Thousand Five Hundred Dollars (\$112,500). The fee is inclusive of all mileage, copying, courier delivery, meals, postage and other miscellaneous expenditures. FNI shall invoice monthly for work completed. Payment of the services actually completed on the month billed shall be due and payable upon submission of a statement of services. Statement of services shall not be submitted more frequently than monthly. All invoices under this contract will contain the Town's Project Number. If FNI sees that additional services will be needed, FNI will notify the Town for the Town's approval before proceeding. FNI will assist any necessary audit process through the Holly Springs Finance Department if necessary.

E. Terms and Conditions of Agreement

We propose to furnish our services as described herein in accordance with Attachment TC, "Terms and Conditions of Agreement".

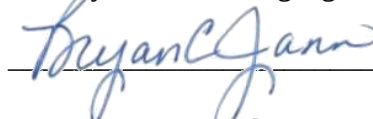
TOWN OF HOLLY SPRINGS CONTRACT SIGNATURE PAGE

NOTICE TO ALL CONTRACTORS & VENDORS:

Notwithstanding anything to the contrary in your contracts, this Contract is valid and enforceable only on the following conditions: Any language in the attached contract purporting to create an indemnity against the Town is hereby stricken and given no effect. Any provision for forum selection or choice of law other than the situs of this contract (Wake County, North Carolina) is hereby stricken and given no effect. The signatures below are only effective upon your acceptance of the foregoing. In the event that you do not accept this notice and notification, inform the Contract Manager/Contact listed below immediately. For contracts obligating a town expenditure exceeding \$500, a PO is required.

VENDOR SIGNATURE:

I certify the above language is acceptable.

 Date: 9.22.2021

Printed Name & Title: Bryan C. Jann, PE, Vice President

Approved as to form:

John Schifano, Town Attorney

Town Contact: _____

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

Antwan Morrison, Finance Director
PO Number: _____

TOWN OF HOLLY SPRINGS

By: _____
Randy Harrington, Town Manager

ATTEST:

(Town Seal)

By: _____
[] Linda C. McKinney, Town Clerk
[] Kathryn White, Deputy Town Clerk

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Client as used herein refers to the Town of Holly Springs, NC. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the work required by the Agreement by altering, adding to and/or deducting from the work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
3. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client and Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

Commercial General Liability General Aggregate \$2,000,000 Automobile Liability (Any Auto) CSL \$1,000,000	Workers' Compensation As required by Statute Professional Liability \$3,000,000 Annual Aggregate
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7. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data and other project information developed in the execution of the Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from

the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. If Client designates a Resident Project Representative that is not an employee or agent of FNI, the duties, responsibilities and limitations of authority of such Resident Project Representative will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the General Conditions of the Construction Contract that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Owner is named as an indemnified party.
13. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to CLIENT and in acceptance of the Services as satisfactory by the Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon Services, expenses and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Client fails to make any payment due FNI for services and expenses within 30 days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.
14. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
15. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.
16. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 17.

New Business

Title: Amendment to Animal Control Ordinance

Strategic Priority Area: Safe & Friendly

Staff Resource: John Schifano, Town Attorney

Action(s):

Adopt Ordinance 21-36 to Amend Section 12-61 of the Town Code governing dangerous animals

Explanation:

- The Animal Control office within the Police Department is evaluating the Town's Animal Control Ordinances, particularly with the definition of a 'dangerous dog' and a 'potentially dangerous dog' as well as confinement requirements for these dogs.
- These proposed changes create a definition of 'potentially dangerous dog' in line with general statutes and prohibit keeping of a dangerous dog. The amendment proposes changes in requirements for restraint as well as a requirement to obtain a license to keep a potentially dangerous dog.
- Proposed penalties have been established for failure to obtain a license (\$500); failure to use a muzzle (\$100); penalty if a potentially dangerous dog attacks or wounds a human or animal (\$500); penalty for keeping a dangerous dog in town limits (\$1,000).

Background:

- The Town's Animal Control program is a special services unit within the Town's Police Department.
- The program is charged with the responsibility of:
 - Enforcement relating to the care, custody and control of animals, and with regard to vaccination of animals against rabies, confinement or controlling of dangerous animals
 - Investigating cruelty or abuse with regards to animals
 - Canvassing of the town for the purpose of ascertaining that all animals are vaccinated against rabies
 - Operating, pursuant to policies of the county's animal shelter
- These recommended updates are consistent with neighboring municipalities.

Funding Source(s):

N/A

Attachment(s):

1. Amended Animal Control Ordinance



THE TOWN OF

Holly Springs

Ordinance Number: 21-36

Date Adopted: October 5, 2021

Effective Date: October 5, 2021

AN ORDINANCE TO AMEND THE TOWN CODE OF ORDINANCES OF HOLLY SPRINGS TO REVISE CHAPTER 12 SECTION 61 OF THE

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

PART 1:

Sec. 12-61. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal shelter means any premises designated by Wake County for the purpose of impounding and caring for all animals found running at large or otherwise subject to impounding in accordance with the provisions of this article.

At large means any animal which is off the property of its owner and not under restraint, as defined in this section.

Attack training facility means any person, group of persons, partnership or corporation engaged in boarding, breeding, selling or training dogs or other animals in mode of attack.

Dangerous animal means any animal that has demonstrated a fierce or dangerous propensity or tendency to do any act which may endanger persons or property and/or any non-domesticated animal indigenous to the state including hybrid animals that are part wild.

Dangerous dog:

A dog that:

1. Without provocation has killed or inflicted severe injury on a person or inflicted a bite on a person that resulted in broken bones or disfiguring lacerations or required cosmetic surgery or hospitalization; or
2. Has killed or seriously injured another domestic animal without provocation; or
3. Any dog trained for fighting; or
4. Is determined by the Animal Control Supervisor to be potentially dangerous because the dog has engaged in one or more of the behaviors of a potentially dangerous dog.

Exotic or wild animal means any animal shall be defined as one which would ordinarily be confined to a zoo, or one which would be found in the wilderness of this or any other country, one which is a species of animal not indigenous to the state, or one which otherwise causes a reasonable person to be fearful of significant destruction of property or of bodily harm and the latter includes, but is not limited to carnivores, primates, poisonous snakes or other venomous animals and other such animals or one which causes zootonic diseases and not included in the definition of domestic animals and shall include any hybrid animal. Wild or exotic animals are further defined as being those mammals or those nonvenomous reptiles weighing over 50 pounds at maturity, which are known at law as ferae naturae.

Exposed to rabies means an animal or human that has been exposed to rabies that has been bitten by, or been exposed to, any animal known or suspected to have been infected with rabies.

Kennel, dealer, breeder or pet shop means any person, group of persons, partnership or corporation engaged in buying, selling, breeding or boarding animals.

Neutered male means any male animal, which has been surgically operated upon to prevent reproduction.

Owner means any person, groups of persons, firm, partnership or corporation owning, keeping, having charge of, sheltering, feeding, harboring or taking care of any animal. The owner is responsible for the care, actions and behavior of his animals. In the event that the owner or keeper of an animal is a minor, the parent or guardian of such minor shall be held liable for noncompliance with the provisions of this article.

Pet means a domesticated animal kept for pleasure rather than utility.

Potentially Dangerous Dog means a dog that The Animal Control Supervisor determines to have:

1. Injured a person or domestic animal when not on the owner's real property in a manner deemed unwarranted or excessive by the Animal Control Officer; or
2. Approached a person when not on the owner's property in a vicious or terrorizing manner in an apparent attitude of attack.
3. While on the owner's property, excessively injured a person without provocation other than for purposes of self-defense.

Provocation means conduct or actions on the part of any *person* or animal that is likely to arouse a violent or aggressive response by an animal. This term does not include any action on the part of an individual or animal that pertains to reasonable efforts of self-defense.

Restraint means an animal is under restraint within the meaning of this article if it is:

1. Controlled by a competent adult using a physical leash that is attached to the animal by collar or harness;
2. Securely confined to a vehicle;
3. Within a **Secure Enclosure**; or
4. Within the dwelling house of the owner or keeper;
5. Voice command is not a recognized form of restraint when the dog is off the owner's property.

Secure enclosure means a fence or structure of adequate height forming or causing a humane enclosure suitable to prevent the animal from escaping and to prevent the entry of young children.

Serious injury means a physical injury that results in broken bones, disfiguring lacerations, or requires cosmetic surgery or hospitalization.

Spayed female means any female animal, which has been surgically operated upon to prevent conception.

Stray means any dog or cat that appears to be homeless or unwanted, and any dog that is not displaying a valid rabies tag or identification tag unless exempted under [section 12-113](#).

(Ord. No. 01-05, § 8-2001, 2-20-2001)

Cross reference— Definitions generally, [§ 1-2](#).

Sec. 12-69. - Confinement, control, and licensing of dangerous animals and dangerous dogs.

1. Dangerous Dogs are prohibited within the corporate limits of Town.

It is unlawful for any owner or keeper to maintain or harbor unconfined or unrestrained any **Potentially Dangerous Dog**, or possess any animal which

A. bites, inflicts injury, assaults, or otherwise attacks a human being without provocation on public or private property or

B. injures or kills a pet or domesticated animal while off the owner's property. No person shall keep a **Potentially Dangerous Dog** without complying with the following section:

2. The owner of any dog deemed a **Potentially Dangerous Dog** shall obtain a license from the Police Department after meeting the following requirements:

A. Provide adequate information to the Animal Control Officer that the dog can be securely maintained on the owner's premises without the possibility of elopement;

B. Microchip the dog with the owner's name, address, and phone number;

C. Obtain a basket muzzle fitted for the dog and utilize it when not secured on owner's premises;

D. Pay a license fee in the amount determined by the Town's annual budget;

3. Any person maintaining a dog within the corporate limits of Town that has been declared a **Potentially Dangerous Dog** by another jurisdiction, shall comply with the permit requirements of this section.

4. No person shall maintain a dog or animal that has been declared a Dangerous Dog or Dangerous Animal by another jurisdiction.

5. An Animal Control Officer is empowered to confiscate the dog and harbor it at the owner's expense pending the owner's compliance of the conditions above;

6. At any time a **Potentially Dangerous Dog** leaves its owner's premises, the dog shall be continuously leashed under the control of a responsible person with a fitted collar or harness and wear a securely fitting basket muzzle.

(7) Penalties for Violation of this Section:

Maintaining a ***Dangerous Dog*** or a dog deemed dangerous by another jurisdiction in the corporate limits of the Town of Holly Springs, an owner is subject to a fine of one thousand dollars (\$1,000) per day and confiscation of the animal to be humanely euthanized.

Failure to obtain or maintain a license within thirty (30) days of an Animal Control Officer deeming a dog a ***Potentially Dangerous Dog***, an owner is subject to a fine of five hundred dollars (\$500.00) per day. If after 45 days no license is obtained by the owner, the animal will be subject to destruction.

Failure to use a muzzle in accordance with subsection (C) above, an owner is subject to a fine of one hundred dollars (\$100.00).

Allowing a ***Potentially Dangerous Dog*** to run at-large, an owner is subject to a fine of five hundred dollars (\$500.00).

If any animal shall attack, assault, or bite a human being or another domestic animal, when the owner is not in compliance with this Ordinance, the owner shall pay a fine of five hundred dollars (\$500.00), and the animal shall be destroyed.

(8) Appeals

1) Any person aggrieved by a decision of the Animal Control Supervisor may appeal the decision by providing a written notice to the Chief of Police within 3 days of the decision. Any appeal must set forth the facts and circumstances relating to any alleged error of the decision. The Chief shall designate an appeal board comprised of no less than 3 persons disinterested in the outcome of the proceedings. Any appeal shall take place in an open meeting with minutes taken within a reasonable time of the notice of appeal. In any decision involving the destruction of an animal, the owner shall pay all boarding costs at a location designated by the Animal Control Supervisor during the pendency of the appeal.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 18.

New Business

Title: Selection of Town Council Representative to the Northeast Gateway Master Plan Advisory Committee

Strategic Priority Area: Economic Prosperity & Diversity
Responsible & Balanced Growth
Engaged, Healthy, & Active Community

Staff Resource: Cheryl Caines, Development Services

Action(s):

Appoint a Council member to the ad hoc Northeast Gateway Master Plan Advisory Committee.

Explanation:

- The Northeast Gateway Master Plan Advisory Committee (MPAC) will provide a public face to the planning process and will serve as a community sounding board, and provide overall planning direction and feedback for completion of the Master Plan effort.
- Meetings will be conducted with the MPAC at key intervals throughout the planning process.
- The Town Council will nominate a Town Council member to serve as a representative on this advisory committee.
- Each Council member and the Mayor appointed one of the six at-large positions. The following appointments have been made:
 - Furman Beckwith (Kelly)
 - Todd Ruge (Wolff)
 - Christian Schulze-Blanck (McGrath)
 - W. Jordan Gussenhoven (Berry)
 - Josh Dunbar (Villadsen)
 - Jamal Brown (Sears)
- The Planning Board has appointed Ernie Carpico and Courtney Patterson to serve as the Planning Board representatives on this advisory committee.
- Member Qualifications:
 - Although this plan is specifically for the northeastern part of Holly Springs, it will have community-wide impacts. As such, having a mix of members who live or own property within or in close proximity to the planning area and others who may not reside in close proximity but who may have the desired expertise to serve on this body is preferred.
 - There are no specific qualifications for the appointed members, other than that they are interested in and able to participate in the project and will provide representation of broad community interests.
 - Potential member backgrounds may include:
 - Property owners looking to develop land

- Residents or HOA representatives of neighborhoods
- Residential or commercial real estate professionals/Developers
- Local business owners
- Representatives of civic groups
- Finance/Bank Professionals
- Meeting Details:
 - We anticipate there will be 5 meetings total, occurring approximately once every other month, for a total of 1-2 hours per meeting.
 - The kick-off meeting will be held around the week of October 18, 2021
 - Intermediate Meetings planned for January, April, and June (Exact Dates TBD)
 - Final Meeting expected to be held in July of 2022 (Exact Date TBD)
 - Planning Board recommendation in August of 2022
 - Town Council Adoption anticipated in September of 2022

Background:

- The Northeast Gateway area is the northeastern entrance or "gateway" to Holly Springs and has been designated as a Regional Center, surrounded by Mixed-Use Centers and Mixed Residential Neighborhoods represented in Holly Springs Section 1: Land Use & Character Plan.
- The project area contains approximately two square miles centered at the future interchange of NC I-540 and Holly Springs Road and generally extends south to Optimist Farm Road, east to Pierce Olive Road, north to Stephenson Road and Ness Drive, and west to Sunset Lake Road.
- The Land Use and Character plan describes the project area as a hub for entertainment and employment that includes a mix of business, entertainment, civic and cultural activities with a mix of housing types within and surrounding the center.
- The Northeast Gateway Master Plan will assist the Town to determine the appropriate mix of commercial, office, and residential uses for development, make recommendations for multimodal transportation, provide standards and guidelines for streetscape design, open space, and architectural features, and help identify priorities, timelines and strategies to assist the Town in making decisions about the timing and location of development in the project area.
- The Northeast Gateway Master Plan consultant contract was awarded to Houseal Lavigne Associates on August 17, 2021.
- The public engagement for the project is anticipated to begin in mid-October and will include MPAC meetings, stakeholder interviews, and in-person and virtual public events.
- The Plan is anticipated to be presented to the Planning Board for a recommendation in August of 2022 and to the Town Council for adoption in September of 2022.

Funding Source(s):

N/A

Attachment(s):

None