Holly Springs Town Council
7:00 PM **Tuesday, April 5, 2022**

Regular Meeting
Holly Springs Town Hall Council Chambers
128 S. Main Street, 2nd Floor

## Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of April 5, 2022 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.

**REQUESTS AND COMMUNICATIONS**

5. Holly Springs Road Construction - Public Communication Strategy

**CONSENT AGENDA**

6. Approve the minutes of the March 8, 2022 workshop meeting and March 15, 2022 business meeting.
7. Bass Lake Pump Station Phase 2 Upgrade (TOHS #21-029)
8. NC DEQ Division of Water Infrastructure Spring 2022 Grant and Loan Funding Applications (TOHS #22-005)
9. Recruitment Incentives and Market Retention Salary Adjustments for Codes Inspector and Fire Inspector Positions
10. 1000 S. Main Street Voluntary Annexation A21-05

**PUBLIC HEARINGS**

11. Gunter Morris Rd. Road Closure

**NEW BUSINESS**

12. Fire Station #3 Design Services Contract & Reimbursement Resolution for Funding
13. Fiscal Year 2022-23 Strategic Plan

**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.

**Requests & Communications**
**Title:** Holly Springs Road Construction - Public Communication Strategy
**Strategic Priority Area:** Safe & Friendly
Responsible & Balanced Growth
Engaged, Healthy, & Active Community
Economic Prosperity & Diversity
**Staff Resource:** Tim Athy, Utilities and Infrastructure, Cassie Hack, Director, Communications & Marketing

**Action(s):**
Receive information.

**Explanation:**

- Staff will update the Mayor & Council on the public communication and engagement strategy to be used over the course of the Holly Springs Rd. Phase 2 construction project.
- The Holly Springs Rd. Phase 2 construction project includes improving Holly Springs Road to a four-lane, median-divided roadway with sidewalk, curb and gutter, and pedestrian crossings between Flint Point Lane and Sunset Lake Road.
- Benefits of the new and widened roadway include:
    - Increasing road capacity ahead of the increase in traffic expected from the new 540 interchange
    - Replacing the Middle Creek crossing with a new, four-lane bridge to alleviate historic flooding during heavy rainfall
    - Providing safe bike and pedestrian routes near Holly Springs schools

**Background:**

- On February 1, 2022, Town Council approved the construction and construction engineering/inspection/administration contracts for the Holly Springs Road Widening - Phase 2 project.
- Construction mobilization is expected to begin mid-April 2022 (construction duration is anticipated to take up to three years).
- Town staff will use all communication tools at their disposal to inform residents of current & future construction work on Holly Springs Road Widening to include but not be limited to:
    - Public Pre-Construction meeting
    - Holly Springs Road Widening Interactive Map (Public Coordinate)
    - Social media/Town website
    - One-on-one meetings focusing on the Holly Ridge schools' staff, students and parents/guardians
    - Council briefs and business meeting communications at various stages and milestones

- Presentations for local neighborhood associations, business gatherings and other interest group meetings
- "Open door" engagement with the Town's Transportation Engineer

**Funding Source(s):**

Transportation Bond (1st & 2nd issuance + Bond Premiums)
American Rescue Plan (ARP) 2021 (Forcemain)
LAPP Grants + Potential $2 million CAMPO Gap Funding

**Attachment(s):**

None

# Holly Springs Town Council

*Town Council Meeting Agenda Cover Sheet*

## Agenda Item#: 6.

**Consent Agenda**

**Title:** Approve the minutes of the March 8, 2022 workshop meeting and March 15, 2022 business meeting.

**Strategic Priority Area:** Organizational Excellence

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

**Action(s):**

Approve the minutes of the Council's workshop meeting held March 8, 2022 and business meeting held March 15, 2022.

**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. 3.8.22 minutes_notes
2. 3.15.22 minutes_notes

**Mayor and Council Workshop**
**6 p.m. March 8, 2022**
*Holly Springs Law Enforcement Center and livestream*

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**MINUTES**

The Holly Springs Town Council held a workshop meeting on Tuesday, March 8, 2022 at the Law Enforcement Center and via livestream. Mayor Mayefskie presided, calling the meeting to order at 6:00 p.m. A quorum was established as the Mayor and four Council members were present as the meeting opened, and one Council member was present via livestream.

**Council Members Present in the room:** Mayor Sean Mayefskie, Mayor Pro Tem Dan Berry, and Council members Aaron Wolff, and Timothy Forrest.

**Council Member present via electronic means**: Council members Shaun McGrath and Kristi Bennett.

**Council Members Absent:** None.

**Staff Members Present:** Randy Harrington, Town Manager; Scott Chase, Assistant Town Manager; Daniel Weeks, Assistant Town Manager; Corey Petersohn, Administration; Mathew Mutter, IT; John Schifano, Town Attorney; Chris Hills, Director, Development Services; Elizabeth Goodson, Development Services; Sean Ryan, Development Services; Linda McKinney, Town Clerk (recording the minutes); Paige Scott, Director, Public Works; John Mullis, Public Works; Cassie Hack, Director of Communications and Marketing; Kendra Parrish, Executive Director of Utilities and Infrastructure; Antwan Morrison, Director, Finance.

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

**2. Housing Affordability Study**

Sean Ryan said the purpose of this item was to provide Council with an update on the Housing Affordability Study and Housing Needs Assessment. Possible discussion points would be whether these are trends in housing needs that Council has seen in Holly Springs; what housing challenges has the Holly Springs community faced; what is Holly Springs particularly good at when it comes to housing; what housing needs are a priority to Council; and what are priorities for further research.

He introduced Christiana Whitcomb from HR&A Advisors. Ms. Whitcomb gave an overview of the study to date, including a housing needs assessment that considered demand, supply, barriers to affordable housing and a current housing needs analysis. She said they would evaluate a range of policy tools to address Holly Springs' housing needs. She gave an overview of different possible definitions of "affordable housing" and ways to consider "affordability" in terms of cost burden, and residual income. Next, she outlined specific factors affecting housing affordability in Holly Springs, and responses from Housing Affordability Survey respondents. She said there are three categories of needs: access to homeownership; displacement pressure; and limited housing supply. She outlined growth in sales price and average rents and compared it to growth in income and outlined which populations were most vulnerable. She said that while there are high paying jobs coming to Holly Springs which were driving up the cost of housing, the jobs with the fastest growth were at or under $40,000, and these workers increasingly cannot afford to live in Holly Springs.

Ms. Whitcomb explained the difference between forced displacement and pressured displacement and said that Holly Springs has instances of forced displacement (such as I-540) and is in danger of increasing pressured displacement. She outlined some of the factors that increase the cost of housing, some under the control of the Town and some not under the Town's control.

Council discussed the finding that 60% of Town staff said they were unable to afford to live in town, and the difference in the response to the Housing Survey which said 74% support the Town being involved in affordable housing and the Community Survey which said the opposite. Supply and demand pressures were discussed as was the need for middle and lower housing options. There was discussion about the projects that are currently in the pipeline and how they would move the needle on housing availability. Council also discussed partnerships with organizations like Habitat for Humanity.

**3. <u>Annual Retreat Follow-up</u>**

**a. Utility Rate Model**

Kendra Parrish, Executive Director of Utilities and Infrastructure, said that this was a follow-up to the presentation at the annual retreat on options for a financially sustainable combination of customer rates and system development fees. Council is asked to provide direction for the upcoming budget proposal. She said that at the Retreat Council was presented with two possible alternatives to the current rate model, with Alternative 1 being a monthly access fee (by meter size), and a 5 tier system of Unit Volume Rates; and Alternative 2 being a three-year phase in of Alternative 1. Council recommended Alternative 1 and requested more information.

Ms. Parrish explained the relationship between User Rates and System Development Fees (SDF) and best practices in maintaining and growing the water and sewer systems. She showed revenue requirements vs. revenue at current rates for water and sewer. She said the current SDF has the rate payers subsidizing development by 44%. She showed a graph showing the relationship between the average rate payer's cost and the percentage of the expenses of the program that is covered by that cost. She said the most fast-growing communities have some level of subsidizing by rate payers, but the percentage should be closer to 10-15%. The System Development Fee Report supports an increase up to $20,000. Staff is not recommending that large an increase. An increase in SDFs of 75% would be necessary in order for the rate payers to subsidize development at 12%. Ms. Parrish said that staff's recommendation is for a SDF somewhere between $9,750 and $11,700 to be proposed with the FY22/23 budget.

There were discussions about the amount that current rate payers are subsidizing development being unsustainable and that developers know this is being discussed. That home prices are determined by what the market will bear more than by any particular fee charged by the Town, as evidenced by the fact that housing prices did not drop when the SDF was lowered was discussed along with the process which involves putting the fee out for public comment and reporting back to Council on comments received, which will happen before the budget process. Council agreed that the Town has been undercharging for years and a move towards equity was in order. Consensus was to look at raising the System Development Fee to $11,700 in FY23.

**b. Yard Waste Collection Model**

Paige Scott, Director of Public Works, said that at the Retreat Council requested more information on a proposed yard waste service cost-recovery model. Since the Retreat they have reached out to multiple municipalities and websites to see what plans were out there. At the Retreat, staff recommended a transition to 96-gallon Yard Waste Carts with bi-weekly collection and two fee-free curbside yard waste collection events. Excess items or brush can be scheduled and collected for a fee and a location will be set up for a yard waste convenience center.

Ms. Scott reiterated the benefits of the new model including: compliance with stormwater permit; reduction in stormwater debris clogging; improved town aesthetics; improved customer service and consistency of services; reduced wear and tear on equipment; less labor-intensive model that is safer for crews; and more scalability and sustainable model of service. She outlined the concerns Council had raised at the Retreat and the desire for more discussion on cost-recovery goals for the yard waste fee and opt-in/opt-out options.

John Mullis, Public Works, said that since the Retreat staff has held more conversations with HOA presidents and there is flexibility on enforcing the “cart housing” for the third cart. He explained the enforcement and compliance issues facing the Town currently. The Town currently has no control over residents putting yard waste in the street, and contractors putting waste in the street.

Ms. Scott outlined the costs required to continue the current model with growth, and said the proposed cart model would have an annualized total savings of $295,000, with no staff positions being eliminated, but some moved to the new customer drop-off site.

Ms. Scott said that there were different ways to have an Opt-out option. One option would be for those declining the cart also declining to receive curbside collection, with a fee reduction to be determined by Council. Any resident can schedule excess yard waste collection for a fee, receive seasonal leaf collection, and the use of the convenience center as part of their solid waste fee. Residents then accept the responsibility and cost of yard waste removed. Some core considerations are whether it is a public good to maintain the Town’s Aesthetic, and thus those opting out are receiving a public good. The current “mow and throw” model is inconsistent with the Town’s Green Initiatives. There is also the question of whether this would set a precedent for people to opt out of other fee-based core Town services. Additional considerations are that the yard waste cart fee would increase directly in proportion to the number of households opting out, which reduces the cost-recovery potential. Trucks would still be required to cover the same geographic area and would require the same amount of staff. In addition, administrative rules (and staff time) would be required and customer serviced support and technology would be needed to manage the opt-in/opt-out. And there could be an increase in illegal dumping or mis-use of the program. This could also impact the budget process with no way to predict the number of households willing to pay the cart fee.

Ms. Scott said an opt-in model would provide the same services as the opt-out model, but residents would have to subscribe to the cart service. Opt-in models almost always result in lower participation numbers, driving up expense. She outlined two regional opt-in models, which are very different from each other, and explained that the opt-in model requires significant user education and outreach, an increased administrative cost burden, and the potential increase in disposal violations and illegal dumping.

Mr. Mullis said that another option proposed at the Retreat was contracting out the service. He said that this would not result in a decrease in the rate paid by the customer, and that there is a very limited number of businesses who accept this work. Nationally service levels for yard waste were least high on the company’s priority, so service levels are an issue. He also said no municipality in NC over 50,000 population contracts out their yard waste collection. Additional risk considerations for this model include decreased disaster response, service level problems, staff retention, and vendor availability.

Mr. Mullis talked about cost recovery. Whether this model is adopted or not, fees will have to increase in order to reach 100% cost recovery. To keep the current model and maintain the 40% cost recovery the Town currently has would require an increase to $4.47 per month. Rates could be raised to below the average for peer communities and still reach a 60% cost recovery model. Ms. Scott said that staff recommends implementing a bi-weekly cart collection model to comply with stormwater permit and Town Ordinance with minimal enforcement.

Residents could decline the cart but would still be responsible for the monthly yard waste fee as determined by Town Council. The fee could be adjusted to the 60% cost recovery estimate in Fiscal Year 2023, with consideration of closing the cost recovery gap in future years. If Council supports the new model, the Manager will include it in the recommended budget.

There was discussion about a convenience center for residents and Ms. Scott said that staff was looking for an interim location until the new Operations Campus could be built. There was discussion of leaf collecting and how it would continue to be as current, but there would be no problem with a resident putting leaves in their yard waste cart if they fit. There was discussion about the cost-recovery model and leaving it at 40% for FY23 since other rates will be raised, but continuing to look at this in future years.

Consensus was to accept the staff recommendation of implementing a bi-weekly cart collection model, with residents allowed to decline a cart, but still being responsible for the full monthly yard waste fee, but to leave the cost-recovery model at 40% for FY23 and consider closing the gap in future years.

Mr. Mullis said that this program would take 6 to 9 months to roll out, giving staff time to educate the public and prepare.

Randy Harrington, Town Manager, said this is much like the Stormwater issue: two services that were not sustainable. This is the right model and will be better for our community and we will be stronger for it.

**c. Strategic Plan Update**

Corey Petersohn, Administration, said that the purpose of this item was to review progress on and updates to the Mayor and Council's Strategic Plan building off the feedback that was received. He reviewed the timeline for updating the Strategic Plan and then outlined those initiatives that have been completed, those that are in progress, and those new initiatives which were discussed at the Retreat, specifically highlighting areas where Council's feedback was incorporated.

Mr. Petersohn asked if these edits matched up with what Council requested at the retreat and Council agreed that they did.

Mr. Petersohn said that the next step will be for Council to adopt the Strategic Plan at their April meeting, allowing the Strategic Plan to guide staff in the budgeting process.

## OPEN DISCUSSION

Linda McKinney, Town Clerk, said Council needs to choose a voting delegate to the NC League of Municipalities. Council discussed the duties of the voting delegate and who had served that in the past. Consensus was to make this appointment at the organizational meeting in the future, and to assign it to a member of the Legislative Action Committee, and Council appointed Council Member Tim Forrest to serve as the voting member for 2022.

Mayor Mayefskie said yesterday was a big day with the Amgen groundbreaking and some good things are coming for the Town out of the discussions that were held there.

Council member Forrest thanked the previous Town Council for the Amgen and FUJI projects that are coming to fruition now, and he praised the Economic Development team for their hard work. There is a lot of work that goes on that our residents don't necessarily see to bring these projects to completion.

Mayor Pro Tem Berry said he was getting a lot of questions on the daycare across the street from Holly Glen. Requests for a traffic light have increased. He asked for an update on the DOT warrant and when we will get the signal at Holly Meadow. Kendra Parrish said the signal is at 75% design. We allowed in the CIP six months for right-of-way acquisition, and we probably won't have that much right of way to acquire. Design is moving forward. The signal is not yet warranted, but NCDOT is seeing the writing on the wall, and is reviewing the design. We are designing and paying for the signal so we can put that pressure on NCDOT. Norris Crossing is supposed to pay at the pre-construction meeting, which is about a year away, so that timing should work out. She said that this is "back of the envelope" figuring, but she could put the information together to send out in a Friday briefing.

Council member Wolff said Council was expecting a discussion about signing on with Raleigh on the Nondiscrimination Ordinance and asked what the progress was. John Schifano, Town Attorney, said he has seen a draft. Anyone who signs the NDO would get a "free ride" for a year and a half. Municipal attorneys are working through some minor language edits and he expects to bring it back to Council. There are still some outstanding questions. He recommends opting in with the exception of the "natural hairstyles" provision, which creates problems for police and fire. But that is Council's decision. The mechanics are that the County will handle the complaints and referrals to Campbell Law. Council said it was worth a 15-minute discussion once the final wording is in place, if there is room on the April workshop.

**Closed Session:** none.

**5. Adjournment:** There being no further business, Motion to adjourn was made by Council member Wolff seconded by Council member Forrest and passed with a unanimous vote. The March 8, 2022 Workshop meeting of the Holly Springs Town Council was adjourned at 7:56 pm.

Respectfully Submitted on Tuesday, March 15, 2022.

Linda C. McKinney

Linda C. McKinney
Town Clerk

**MINUTES**

The Holly Springs Town Council met in regular session on Tuesday, March 15, 2022. Mayor Mayefskie presided, calling the meeting to order at 7 p.m. A quorum was established as the Mayor and four Council members were present in the Chamber as the meeting opened.

**Council Members Present:** Mayor Mayefskie, Mayor Pro Tem Dan Berry, Council members Aaron Wolff, Timothy Forrest and Kristi Bennett.

**Council Members Present by electronic means:** Council member 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); Mathew Mutter, *IT;* Kendra Parrish, *Executive Director of Utilities & Infrastructure*; Daniel Colavito, *Utilities and Infrastructure*; Rachel Ingham, *Utilities and Infrastructure;* Aaron Levitt, *Utilities and Infrastructure*; Seann Byrd, *Water Resources*; Chris Hills, *Director, Development Services;* Sean Ryan, *Development Services;* Elizabeth Goodson, *Development Services*; Antwan Morrison*, Director, Finance;* LeeAnn Plumer, *Director, Parks and Recreation*; Matt Beard, *Parks and Recreation*; Cassie Hack, *Director, Communications;* Irena Krstanovic*, Director, Economic Development;* Anna Murphy, *Economic Development*; LeRoy Smith, *Fire Chief*; Kathy White, *Deputy Clerk* .

**2. and 3.** The Pledge of Allegiance was recited followed by an invocation by Pastor Cobb of Oak Grove Baptist Church.

**4. Agenda Adjustment:** The March 15, 2022 meeting agenda was adopted with changes, if any, as listed: none.

**Motion:** Berry
**Second:** Forrest
**Vote:** Unanimous

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

The following written comments were received: one anonymous comment regarding the 2017 ethics investigation.

The following comments were received in person: none

**RECOGNITIONS**

**5. Arbor Day Proclamation**

Cheryl Caines, Development Services said that Holly Springs will have Arbor Day celebrations on March 19th, including planting a tree, giving trees away at the Farmers Market and other Arbor Day events.

Mayor Mayefskie proclaimed March 19, 2022 as Arbor Day in Holly Springs.

**Consent Agenda**

The Council passed a motion to approve all items on the Consent Agenda. The motion carried following a motion by Mayor Pro Tem Berry, a second by Council member Forrest and a unanimous vote. The following actions were affected:

6. Minutes – Council approved the minutes of the February 15, 2022 and the March 1, 2022 business meetings.

7. Wake County Register of Deeds Plat Review Officer Appointment Recommendations – The Council adopted Resolution 22-09 recommending appointment of Plat Review Officers for the Town of Holly Springs.

*A copy of Resolution 22-09 is attached to these minutes.*

8. Resolution for Road Name Changes and Assignments near the I-540 interchange at Holly Springs Rd. and Kildaire Farm Rd. – The Council adopted Resolution 22-07 to rename portions of Kildaire Farm Road, Wesley Court, Fairview Street, and Suncliffe Court.

*A copy of Resolution 22-07 is attached to these minutes.*

## PUBLIC HEARINGS

**9. 117 E. Maple Special Exception Use & Variances**

Cheryl Caines, Development Services, explained that application for this project was made prior to the adoption of the new UDO, and by statute the applicant may choose which UDO to proceed under. The applicant has chosen to proceed under the 2002 UDO, and thus the Special Exception Use is coming before Council. She said the property is in the Downtown Village District and the zoning at the time of application was R-10, and is currently Suburban Residential. The applicant is requesting reduced setbacks on both Grigsby and Maple, from 20 feet to 8 feet along Grigsby Avenue and from 20 feet to 12 feet along E. Maple Avenue.

Matt Beard, Parks and Recreation said that the applicant is dedicating a sidepath easement along Grigsby Avenue, and will construct the 10-foot sidepath.

MPT Berry asked if this was a compromise. Mr. Beard said that there is still enough right-of-way for roads, utilities, etc., and staff is requesting enough easement for the 10-foot sidepath.

Joanna Holder, Planning Board Representative, said that the Planning Board voted to approve the SEU with a vote of 8-0, and the Variances with a vote of 8-0.

Mayor Mayefskie opened the public hearing.

Jason Brown, 5817 Braden Park Place, the applicant, said he was here to answer any questions. MPT Berry said this parcel is unique, and in a tight area. He asked if there was any feedback from existing residents, and if a 1500 square foot house was proposed in order to stay in keeping with the neighborhood. Mr. Brown said there had been no negative feedback from the neighbors, and that keeping the house to one story makes it fit the neighborhood. MPT Berry asked about parking. Mr. Brown said the place for parking behind the house was the only place it would fit, and should be sufficient.

There being no further sworn testimony, Mayor Mayefskie closed the public hearing.

**Action:** Motion to adopt Resolution 22-10 to make and accept the Findings of Fact for consideration of and to approve SEU and Variances.

**Motion by:** Forrest
**Second by**: Wolff
**Vote:** unanimous
*A copy of Resolution 22-10 is attached to these minutes*.

**10. Thales Expansion Development Plan and Special Exception Use**

Cheryl Caines, Development Services, explained that application for this project was made prior to the adoption of the new UDO, and by statute the applicant may choose which UDO to proceed under. The applicant has chosen to proceed under the 2002 UDO, and thus the Special Exception Use is coming before Council. The proposal is for a middle/high school next to the current K-5 school. The land is designated Mixed Residential Neighborhood in the Land Use and Character Plan, and under the chosen UDO, the zoning is R-10 Residential.

Rachel Jones, Development Services, said that the site is served by public utilities and all requirements have been met. She showed where the water and sewer connections to the site are.

Ms. Jones said the Traffic Impact Analysis (TIA) recommended reconfiguring the intersection at Holly Springs New Hill Rd. and Old Holly Springs Apex Rd., and extending Old Holly Springs Apex Road to Thomas Mill Road. The applicant voluntarily completed the TIA, but statute limits the Town's ability to require schools to pay fee-in-lieu or require construction of road improvements. There is an agreement with an adjacent development to design and complete the road realignment.

Ms. Jones showed that the current access will become right-in right-out on Socratic Way, and the bell schedule will be staggered 45 minutes to help mitigate traffic. Also, there will be increased storage in the parking lot and the expansion to help keep traffic on the site rather than in the public right-of-way.

Joanna Holder, Planning Board Representative, said that the Planning Board recommended approval with a vote of 6-2 on the Special Exception Use, 8-0 on the Waiver for Alternate compliance, and 6-2 on the development plan. The issues that were discussed were traffic impacts and the timing of improvements.

Mayor Mayefskie opened the public hearing.

Laura Goode with Parker Poe, 300 Fayetteville Street Raleigh, spoke for the applicant. She asked that the binder given to the Town Clerk prior to the meeting be entered into the record. She said each of the witnesses are available to answer questions if required.

Ms. Goode said that the project would be in harmony and consistent with the surrounding uses and area. The site design includes buffering and landscaping to minimize impacts to adjacent uses and to not injure or adversely affect the adjacent area. She said the use type, size and intensity do not adversely impact adjoining properties or neighborhoods. She gave an estimate of the total student body at 1200, and 80 staff members. She said there would be no weekend or evening events, that the gym was just for school PE classes.

Ms. Goode called up Frank Leatherman to describe the site vicinity map. Mr. Leatherman, 4006 Barret Drive, Raleigh, said he was hired to study the impact of the school on the surrounding area. He gave his comparative value in real estate, and said his report is in the record. He said he studied surrounding properties and their value changes over the years, and he said this project would have no impact on property values of surrounding properties.

Ms. Goode said the site was designed to have maximum separation between the expansion and residential properties to the west, and to maximize tree protection. The buildings and playgrounds would be centrally located, and parking and driveways sufficiently set back from adjacent properties and screened. Fences will be located around the perimeter of the parking area.

Ms. Goode said the plan proves 15.3% tree preservation, which is more than the required 10%. All riparian buffers will be preserved in full and the northern property line has 28 to 80-foot tree preservation area along the entire property line, with a minimum 20-foot-wide preservation area along 75% of the western property line.

Ms. Goode said that no fields or similar large-scale lighting facilities are planned, and lighting from parking and buildings will be screened on the west, north, and east by tree preservation and/or landscaping. She referenced Mr. Whatley's sworn statement, which is in the record.

Ms. Goode said the use is not injurious to public health, safety, convenience, or general welfare with adequate drives and design for auto and pedestrian safety and traffic flow. There will be adequate control and access in case of fire or other emergency. She said she wanted to address the specific traffic created by this project, not general traffic.

She called Melissa Helbert-Pogoloff, traffic engineer. Ms. Helbert-Pogoloff said she was with Kimley Horne and gave her credentials. She said that the expansion would open in 2023 and reach full capacity in 2026. The TIA was updated in 2022, using the 45-minute staggered bell schedule and studied eight surrounding intersections. She said the site has a small proportionate impact. No improvements have been required by the Town or NCDOT.

Ms. Helbert-Pogoloff said that Socratic Way will be reconfigured to right out only and limited left in site access, and queueing plans have been established to minimize traffic on the public right-of-way at pick up and drop off times. There will be onsite traffic direction by staff. She said the queuing space will be expanded at the elementary school and more than minimum queuing will be provided at the high school and they do not expect an impact on Holly Springs New Hill Road. There are three fire truck entrances, one with collapsible bollards on the eastern property line. She said there exists adequate infrastructure to support the proposed expansion.

Council member Forrest asked what the plan was to mitigate construction and school traffic during the construction phase with school in session. Ms. Helbert-Pogoloff said that due to the site being on the back of the property there should be no conflict between the two.

Council member Bennett said that the current queuing for the elementary school backs up all the way to the light. When it was originally suggested, the plan for queuing was obviously off. Has that been fixed so that the new queuing plan is correct? Ms. Helbert-Pogoloff said that one thing that has changed is that Thales used to be evaluated as a private school, where as now Urban Charter is used, which provides for larger queues. This expansion will go from 1400 feet to more than double that. There are 2 additional lanes on the north side of the school in case something more is needed. Council member Bennett asked if the traffic issue there now will continue until the expansion is completed. Ms. Helbert-Pogoloff said Thales has striped more lanes, and has taken internal actions to address the queuing problems, and is actively monitoring it to try to mitigate effects until this new expansion. Council member Bennett said that with the changing of Socratic Way to right out only, the intersection at Green Oaks will become a U-turn. Can it accommodate that change? Ms. Helbert-Pogoloff said it could.

MPT Berry asked how similar this site is to the Apex Thales site. Ms. Helbert-Pogoloff said it is different from this, but she doesn't have the amount of queuing space in Apex off the top of her head. But Holly Springs will have fewer high school students and the staggered bell schedule. But Thales is actively monitoring that site also. MPT Berry asked if this queuing space was adequate to accommodate a 200% increase in students. Ms. Helbert-Pogoloff said they calculate based on the number of cars they expect, and then add 30%. Ms. Helbert-Pogoloff said Thales is increasing enforcement of parents arriving early across all schools. MPT Berry asked if it was her professional opinion that no cars will queue out onto the road. Ms. Helbert-Pogoloff said she certainly believed that no cars will back out onto Holly Springs New Hill Rd. because in addition to the queueing space there is Socratic Way.

Council member Wolff asked how many additional am and pm trips this expansion added. Ms. Helbert-Pogoloff said it added 248 additional am peak trips and 164 additional trips in the pm hour. Council member Wolff asked if these trips had any impact on the TIA. Ms. Helbert-Pogoloff said they originally thought of a 30-minute stagger, but decided to go to 45 minutes because it would mitigate the impact on the traffic. Council member Wolff said that despite the onsite improvements, the TIA identified four off-site improvements that were needed. Ms. Helbert-Pogoloff said that Thayles is not required to contribute to the off-site road improvements. Ms. Goode said that her interpretation of the statute is that the Town cannot require offsite improvements and if the school makes offsite improvements the Town is required to reimburse the school. Council member Wolff said that this site will not trigger those improvements, but it will contribute to the traffic that will trigger those improvements. Ms. Helbert-Pogoloff said Thales would contribute 6% to the traffic at the intersection of Old Holly Springs Apex Road and Holly Springs New Hill Road, and would not contribute to the peak pm hour. And will have 1.3% impact on the intersection of Bennett Knoll and Old Holly Springs Apex. Council member Wolff said that when these projects are ultimately triggered, the impact will be on the taxpayers of the town to fund the difference for Thales' expansion. Ms. Goode said any time there is development, there will be increased traffic. The purpose of the TIA is to say, based on increased traffic, what are the recommended and appropriate improvements to handle that traffic. Our study showed that the internal improvements are enough to handle the traffic increase. It is a very low impact. Council member Wolff said that but for the general statute limiting our authority, there would be fees-in-lieu for this project. Rachel Jones said yes, fees-in-lieu would be requested by the Town if this were not a school. MPT Berry asked if staff had any discussion with the applicant on partnership with the Town on these traffic improvements. Ms. Jones said yes, but the general statute limits our authority to move forward with that. Council member Wolff said he appreciates the efforts to minimize the impact, and they have done a good job of minimizing, but it is not zero. If this was not a school there would be requirements. The impact is not zero. He said they said that according to the DOT standard, this project would not be injurious to the health, safety, morality or the community. He asked what they meant by "DOT standards." Ms. Helbert-Pogoloff said she thought what they meant was conducting the TIA to DOT's standards. Council member Wolff said that without these improvements, this project could be injurious to the general welfare either because the improvements are not constructed, or because the taxpayers have to fund them. He said he understands that Thales is not statutorily obligated to contribute, but this is still a concern.

MPT Berry asked how important the enforcement of the right-out during departures was to the TIA. Ms. Helbert-Pogoloff said Thales already enforces this by posting a sign, but it will make it easier for a traffic control officer to direct traffic. MPT Berry asked if the school currently funds a traffic officer, or is this something that will be done with the expansion. Ms. Helbert-Pogoloff said that they have been requesting a traffic officer, but have not been able to get one, but plan to continue requesting one and will fund the traffic officer. Council member Bennett asked what the request hold up was. Brandon Hafner with Thales said they have contacted the police department several times. They would like an officer at every location for customer service and safety. He said they contacted Holly Springs Police Department and they said they are short staffed and do not have anyone who can work off-duty for them. They would like an off-duty officer now. Ms. Goode asked Mr. Hafner if an off-duty police officer was not available would Thales be willing to hire a traffic control person. Mr. Hafner said they have tried that but certain jurisdictions don't really like them to come in with their own traffic people. He said they prefer police officers, but they are willing to do whatever they need to deliver great customer service and mitigate their traffic impact.

Council member Wolff said their plans state that a traffic officer will be in place during school peak periods, but what he was hearing now was that that was dependent on Town staffing issues that are outside of their control. Mr. Hafner said that is true to date. They are willing to hire a traffic officer. He said they have as many as three off-duty officers at some of their other locations and the police presence has a good effect on traffic. They would like town cooperation and help with traffic and would pay. Council member Wolff said the Town would like that too, but currently we don't have enough officers to do public schools. And Thales' plan requires an officer be there. So the Town would have to hire additional staff. Ms. Goode said that as long as the Town is open to it, Mr. Hafner said he was willing to hire a private person. It was just in his experience towns prefer a police safety officer. MPT Berry asked if the traffic officer was considered in the TIA and does it impact how the traffic would be flowing onto Holly Springs New Hill Road. Ms. Helbert-Pogoloff said it was not included in the TIA, but it would improve traffic enforcement.

MPT Berry asked Mr. Hafner what the estimated cost of the expansion was. Mr. Hafner said it would cost roughly $7 million. MPT Berry asked if bonds be issued to finance this. Mr. Hafner said no, they will pay cash.

Council member Bennett asked if the high school would open in school year 2023. Ms. Goode said yes, but it would not be at full capacity until 2026.

Ms. Goode said that there was a sworn statement from the architect Tony Johnson that there were adequate facilities, safety equipment and necessary services for users and from David McClure, engineer, that there were adequate utilities and services available for the proposed use. She said the use is consistent with the zoning designation and the Comprehensive Plan. She referenced the sworn statement from Brendei Vega of WithersRavenel to support this finding.

Ms. Goode said that Council has Tony Johnson's sworn statement that it is in conformity with all development standards for R-10 except those for which waivers have been approved or requested

Ms. Goode outlined the waivers/alternate compliances that are requested:

1. waiver of 30-foot maximum building bay to 39'4" on the west elevation of the high school building;

2. waiver of 20% minimum surface area of windows to 11.9% on the east elevation of the gym building to accommodate the utilities that need to go on that side;

3. waiver of requirement that all sides of visible parapet walls be finished to match the primary façade to allow a small portion of the back of a parapet wall on the gym building to be covered with a tan color TPO roofing membrane rather than brick to have a more watertight roof.

Ms. Goode said that the proposed development represents the use of building materials, building massing and façade treatment, building orientation, signs, landscaping, lighting or open space which will result in a development pattern which is equivalent to or superior to that achievable under the applicable regulations. She said the proposed development will be compatible with and will enhance the use or value of area properties. She said the proposed development is consistent with the intent of the Comprehensive Plan, and with the intent and purpose of the UDO. She said that they have provided substantial, competent evidence to support their findings of fact, and there has not been competent evidence entered to dispute those findings.

John Schifano, Town Attorney, said that while there has been no opposing testimony to this point, the public hearing was not yet closed. Mayor Mayefskie asked the other people who had signed up to speak if they had anything to say. No one else who had been sworn in chose to speak.

There being no further sworn testimony, Mayor Mayefskie closed the public hearing.

Council member McGrath asked staff if they had a relative comparison for the impact of Woods Creek public school and what those unfunded taxpayer liabilities have been. Rachel Jones said she doesn't have those figures in front of her, but she believes Woods Creek had a higher student count. With that one the thoroughfare widening along Woods Creek Road was not completed because of the statute. WithThales elementary the thoroughfare widening was completed prior to the statute, and that could help facilitate this expansion. Council member McGrath said that it was safe to say that for any schools that come in, there is an impact on the taxpayers, regardless of the school system. Ms. Jones said it depends on what triggers the TIA, that because there is not an additional access point off of public roads for this project, a TIA was not triggered. But they elected to do one anyway. But whenever offsite improvements are shown, it is at the expense of that entity, whether it is the town or the state.

MPT Berry said he would like to find as a fact that the applicant finds it important to hire an off-duty public safety officer to facilitate traffic control and egress during peak times as it would help the flow and disbursement to Holly Springs New Hill Road. That would be a finding in addition to the suggested findings. Also he proposed that Council add as a finding of fact that the TIA completed for the project identified off-site intersection improvements that will not be completed or proportionately funded by the applicant.

Council member Wolff said he agrees that there is a bit of apprehension for providing a traffic officer, and that has not been settled. He said he agrees with the second additional finding of fact. The applicant did a good job of internal traffic control but without the offsite improvements he did not see anything that would mitigate 200 plus additional trips per day along an already congested corridor.

**Action 1:** Motion to amend Resolution 22-11 Exhibit C to add a finding that the TIA recommends a 45-minute staggered bell schedule, and that the TIA completed for the project identified offsite intersection improvements that will not be completed or proportionately funded by the applicant, and that the applicant finds it important to hire an off duty public safety officer to facilitate traffic control and egress during peak times as it would help the flow and disbursement to Holly Springs New Hill Road.

**Motion by**: Berry
**Second by**: Forrest

John Schifano, Town Attorney asked if they were willing to amend the motion to say that the TIA "requires" a 45-minute staggered bell schedule to be compliant, rather than "recommends."

MPT Berry amended the motion to replace "recommends" with "requires."
Council member Forrest seconded the amended motion.

**Vote**: Unanimous

**Action 2:** Motion to amend Resolution 22-11 Exhibit D add a condition to require a 45-minute staggered bell stagger.
**Motion by:** Berry
**Second by:** Forrest
**Vote:** unanimous

**Action 3:** Motion to reconsider Motion 2.
**Motion by:** Wolff
**Second by:** Forrest
**Vote:** unanimous

**Action 4:** Motion to amend Resolution 22-11 Exhibit D to add a condition to require a traffic control officer who satisfactorily meets the requirements of the Chief of Police be hired to facilitate traffic control and egress during peak times and the 45-minute staggered bell schedule.
**Motion by:** Berry
**Second by:** Forrest
**Vote:** unanimous

*A copy of Resolution 22-11 as amended, is attached to these minutes.*

Ms. Caines asked if there was willingness to hear from the applicant on the new condition. Ms. Goode thanked Council member Bennett for her comment and amendment to allow a traffic control officer who meets the satisfaction of the Chief of Police. Mr. Schifano said since the person would be in the public right of way, the Police Chief needed to be comfortable with that decision. He does not think there will be a problem with finding an off-duty officer, or working with Chief Liquorie.

Randy Harrington, Town Manager asked if the Mayor wanted to reopen the public hearing to hear from the Chief of Police. Mayor Mayefskie re-opened the public hearing. Chief Liquorie said that they had been in conversation with Thales but had not reached an agreement on pay or scheduling. If this was to fall back on the police department, scheduling would be the Police Department's responsibility. If there was not an off-duty officer available due to an illness, vacation, an arrest, Court or some other obligation, we would have to place an on-duty officer in their place. This is not a one-time event, unlike most situations calling for off-duty officers, and is harder to staff. He said he would not be comfortable with just anyone, like a parent with a flag. NCDOT has traffic control companies that help around construction and have certified individuals. He said they are willing to work with Thales. Pine Springs Academy, for example, pays for a full time SRO officer, which overall may be the best solution, when you look at the cost. We require 3-hour minimum for a part time officer, which requires 6 hours per day, and that would require additional personnel be hired into the Police Department.

Council member Wolff asked if the Police have received any other traffic concerns on that stretch of Holly Springs New Hill. Chief Liquorie said yes, there was recently a collision near Oak View, and one needs to look at Thales and Oak View in tandem, especially if arrival and release times overlap. They are also forcing right hand turns, which may require a left turn signal at some point to allow more even flow. We have had complaints there in regards to the school. Some of this may have been alleviated by forcing that right turn, but we may be pushing that problem downstream.

Ms. Helbert-Pogoloff said that as part of the TIA they took new traffic counts and included new developments and added a 5% growth rate. They considered Oak View in this. To the point of the U-turn, they considered any rerouted traffic and there saw no issues on the U-turn.

Mayor Mayefskie closed the public hearing.

**Action 5:** Motion to adopt Resolution 22-11 to make and accept the Findings of Fact for consideration of and to approve Special Exception Use and waivers.

**Motion by:** Forrest
**Second by:** Bennett
**Vote:**
**Aye:** Forrest, Berry, Bennett
**Nay:** Wolff
*The motion passed.*

**Action 6:** Motion to approve Thales Academy Development Plan with the conditions stated in the attachment.

**Motion by:** Forrest
**Second by:** Berry
**Vote:**
**Aye:** Berry, Bennett, Forrest
**Nay:** Wolff
*The motion passed.*

### 11. 301 Earp Street Special Exception use & Variance

Bronwyn Bishop, Development Services, said application for this project was made prior to the adoption of the new UDO, and by statute the applicant may choose which UDO to proceed under. The applicant has chosen to proceed under the 2002 UDO, and thus the Special Exception Use is coming before Council. The application is for one single-family dwelling located within the Village District Area Plan boundary and in the R-15 zoning district at 301 Earp Street. The property is on the corner of Earp and Collins Streets and the variance request is for a reduction in the required front setback along Collins from 20 feet to 10 feet due to the fact that there are two front yards, since the property is on a corner. The house will be two stories. The applicant has proposed street trees and construction of public sidewalk.

Matt Beard, Parks and Recreation, said that the developer will dedicate a sidepath easement along the Earp Street face of the property. The preference would be for the sidepath to be on the south side of Earp, but are requesting an easement on this property in case the feasibility study shows the north side to be more feasible.

Joanna Holder, Planning Board, said that the Planning Board recommends approval with an 8-0 vote and no discussion.

Mayor Mayefskie opened the public hearing.

Applicant Jason Brown said he was here to answer questions. He said that with the UDO change the setbacks are 10-feet. That is difficult to do with these small lots and it will make it difficult to do creative things. He wanted to bring that to the Council's attention.

MPT Berry asked Chris Hills, Development Services Director, if in the new UDO this would be a waiver or a variance request. Mr. Hills said this would be either an administrative variance or a Board of Adjustment variance. MPT Berry asked for later clarification of the process.

There being no further sworn testimony, Mayor Mayefskie closed the public hearing.

**Action:** Motion to adopt Resolution 22-08 to make and accept the Findings of Fact for consideration of and to approve SEU and Variance.

**Motion by:** Wolff
**Second by:** Berry
**Vote:** unanimous
*A copy of Resolution 22-08 is attached to these minutes.*

**<u>NEW BUSINESS</u>**

**12. Green Oaks Tech Center Detailed Master Plan**

Cheryl Caines, Development Services, said this project was eligible to choose which UDO to proceed under. The applicant has chosen to proceed under the 2002 UDO. The proposed detailed master plan is the first step in dividing the Green Oaks Tech Center Planned Unit Development (PUD) into development sites. The site is designated Innovation Village on the Land Use and Character Plan, and was zoned Planned Unit Development in October 2021. The Detailed Master Plan will divide the property into three development districts with a total of 6 to 30 nonresidential lots across all three districts.

Rachel Jones, Development Services, said that the site is served by public water, reclaimed water, and sewer. The Traffic Impact Analysis (TIA) studied the same intersections as were studied for the Thales expansion discussed earlier: recommendations were the realignment of Holly Springs New Hill Rd./ Old Holly Springs Apex Rd. intersection, and the future extension of Old Holly Springs Apex Rd. to Thomas Mill Rd. The developer agrees to pay a proportionate fee for the intersection realignment, construct eastbound second through lane to NC 55, pay a proportionate fee toward improvements at Bennet Knoll/Old Holly Springs Apex Road, a proportionate fee toward improvements on NC 55. Holly Springs New Hill Road will be widened across the property frontage to NC 55, per the Town's ordinances and standards, and turn lanes at site drives, and off-site improvements made per the TIA.

MPT Berry asked about the connector road that intersects with the previous project. Ms. Jones said it is not warranted at this time, so the wording in the Agreement is to continue to monitor. It will have to be reevaluated as projects come in. MPT Berry asked if this was considered as part of the Thales TIA. Ms. Jones said it was.

Matt Beard, Parks and Recreation, said that there is already a sidepath along Green Oaks Parkway, and along Holly Springs New Hill Road. He showed where greenways will be built within the property between the Innovation District and the Southern Edge District and connecting north to the internal roads where there would be a 10-foot sidepath and dedicated cross walks. This allows the Town to be responsive to the ultimate location of the signalized crossing to the north side where there is existing sidepath.

Joanna Holder, Planning Board Representative, said that the Planning Board recommended approval with a vote of 5-3. The issues discussed involved traffic and the timing of all these projects layered on each other, and whether they would be ready for the growth of the Town. They also passed a motion that Town Council prioritize the intersection of Holly Springs New Hill Road and the extension of Holly Springs Old Apex Road to Thomas Mill Road.

MPT Berry asked Rachel Jones to comment on that extension. Ms. Jones showed where the extension would be. It is not currently funded, there is no design and it is not in the CIP for the next five years. What was studied was the realignment. MPT Berry asked if that potential connection is outside the boundary of the project. Ms. Jones said it is. There will be a stub within the site that will direct people to the extension once it is completed.

Council member McGrath asked about phasing of the realignment and whether it would happen prior to the second lane construction. Ms. Jones said the realignment is already in design, so it will probably track prior to the additional east bound lane.

Elizabeth McMillan, Crescent Communities, said that this site is next to Crescent Communities' The Yield project which has two biomanufacturing buildings under construction. She said the PUD would extend The Yield and the Holly Springs Business Park and attract new business to town as well as accelerating the infrastructure improvements in the surrounding area. She said the area was rezoned in late 2021 and was rezoned to a Planned Unit Development (PUD). She explained the development would be phased, with the site divided into six "pods" and off-site improvements would be phased also.

Ms. McMillan outlined the full transportation improvements including widening New Hill Holly Springs Road, contributing toward the realignment of the intersection of New Hill Holly Springs Road and Old Holly Springs Apex Road, dedicated turn lanes, and installation of signals, and monitoring of other intersections for future signalization. The intersection realignment will be constructed by the time of first 250,000 square feet of development.

Council expressed excitement about the coming development and expressed appreciation for the partnership on the transportation improvements.

**Action:** Motion to approve Detailed Master Plan 21-MAS-05 for Green Oaks Tech Center, with the conditions listed in the agenda packet.

**Motion by:** Berry
**Second by:** Forrest
**Vote:** unanimous

## OTHER BUSINESS

Mayor Mayefskie said there are several upcoming events in town. He will be at the Hunt Center on Saturday to plant a tree for Arbor Day. The Masonic Lodge is having their 175th anniversary this week with Brunswick stew on Saturday and it is open to the public. The Community Litter Sweep is this Saturday starting at Ting Park and a group from the Mayor's Youth Advisory group will be participating in that.

Council member Forrest said he attended Holly Springs Fire Department CPR training and he highly recommends that the public attend those classes. He asked about Bridgewater flooding over the weekend. Randy Harrington, Town Manager, said they were looking into it and would follow up with a report.

Council member McGrath asked that information be provided to Council on the historical background for what road improvements were associated with other schools, and what they have ever done regarding unfunded taxpayer liabilities, specifically when Oak View was put in.

## MANAGER'S REPORT

Randy Harrington, Town Manager, said it would be 3 weeks before the next meeting. At the end of March is the Battle of the Badges. For this round it is being expanded. Not only Holly Springs Police and Fire Departments, but Town of Apex and Fuquay-Varina police and fire departments. Sat. March 26th, there will be four games at Ting Stadium, Dick Sears Field, and there will be five games on Sun. March 27th. Proceeds will benefit NC First Responder Peer Support Group. It will be a fun event for a great purpose. Information is on the Town Website at the calendar section.

**CLOSED SESSION:** The Council entered into closed session, pursuant to N.C.G.S. 143-318.11(a)(4) to discuss three Economic Development opportunities.

**Motion by:** Berry
**Second by:** Forrest
**Vote:** Unanimous

Motion to seal the minutes of the closed session was made by Council member Wolff, seconded by Council member Forrest and passed with a unanimous vote.

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

**Adjournment:** Mayor Pro Tem Berry made a motion to adjourn at 10:05 pm. It was seconded by Council member Wolff and passed with a unanimous vote.

Respectfully Submitted on Tuesday, April 5, 2022.

Linda C. McKinney

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#: 7.

**Consent Agenda**

**Title:** Bass Lake Pump Station Phase 2 Upgrade (TOHS #21-029)

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

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

**Action(s):**

Approve a contract with HIGHFILL in the amount of $248,100 for the design of upgrades needed at the Bass Lake Pump Station.

**Explanation:**

- In November 2021, Utilities & Infrastructure Services prepared a Request for Qualifications (RFQ) seeking qualified consultants to design upgrades needed at the Bass Lake Pump Station.
- Four firms submitted responses to the RFQ.
- HIGHFILL was chosen to complete the design of the pump station upgrade based on the Statement of Qualifications (SOQ) received.

**Background:**

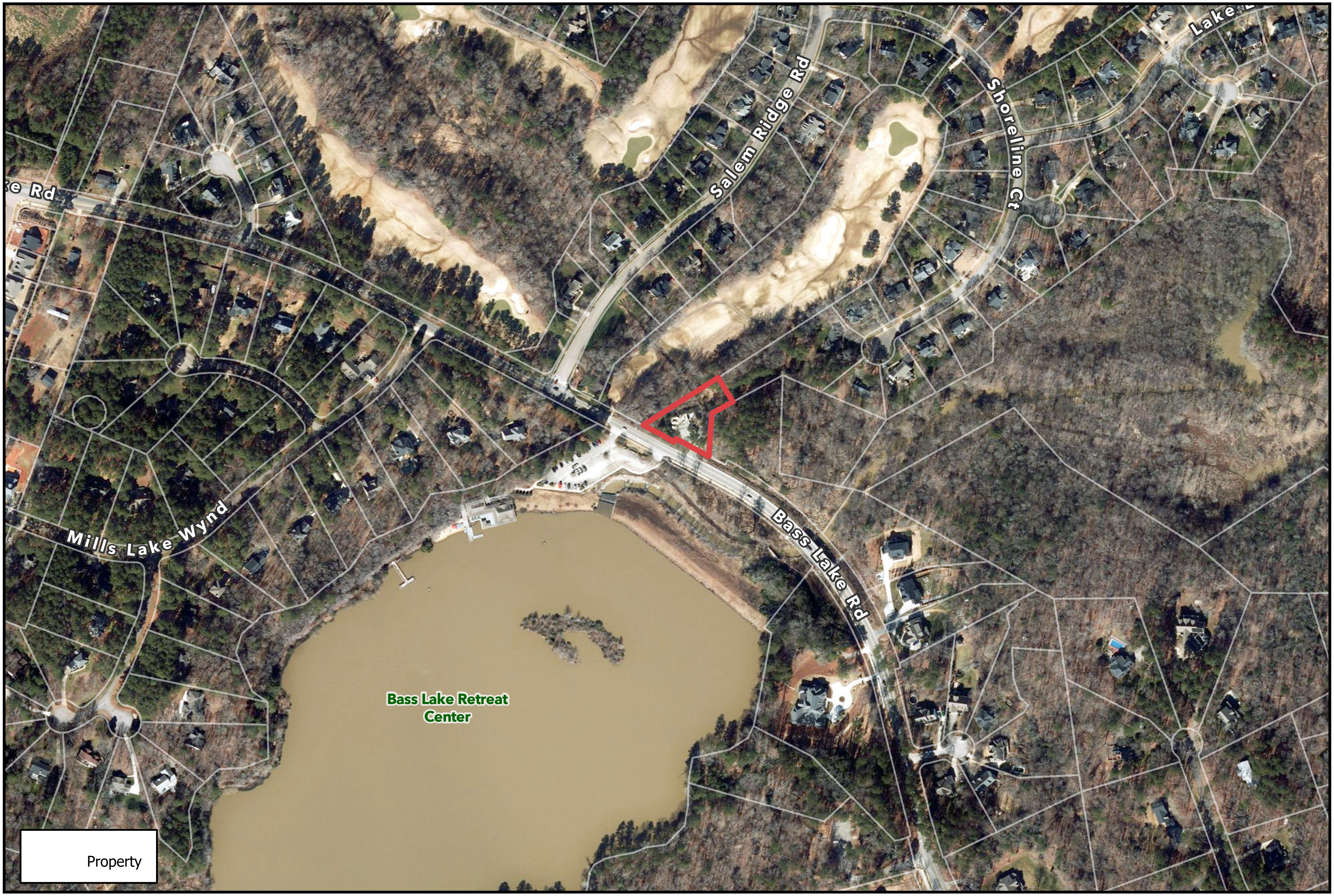
- The Bass Lake Pump Station was built in 1999 with a design flow of 1,200 gallons per minute (GPM). Growth in the drainage basin, generally bounded by Holly Springs Road on the north, Main Street on the west, and Bass Lake to the east, has caused the pump station to reach its permitted capacity.
- In 2012, the Wastewater Collection System Infrastructure - Eastern Side study determined that the Bass Lake PS capacity was a concern and that the capacity of the Bass Lake Pump Station could be increased to approximately 2,000 GPM. Along with the pump station capacity increase, additional pump station improvements may include electrical, crane, wet well and vault piping, site piping, grinder addition, and general site upgrades.
- In 2021, the Utilities & Infrastructure Department hired a consulting engineer to evaluate and inspect the town's pump stations. Bass Lake was ranked #1 on the improvement priority recommendation list.
- It has also been reported that there is significant inflow and infiltration (I/I) in the gravity sewer flowing to the Bass Lake Pump Station. This project will investigate the I/I and make recommendations to reduce the I/I.

**Funding Source(s):**

WasteWater Treatment Plant Capital Project Fund

**Attachment(s):**

1. Bass Lake Pump Station - site map
2. Agreement_Bass Lake PS Phase 2 Upgrades_2022-03-16
3. Schedule of Rates_2022_HIGHFILL




## Bass Lake Pump Station

N

0 200 400 800 ft

1 inch equals 400 feet

***Disclaimer***
*iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are **NOT** surveys. No warranties, expressed or implied ,are provided for the data therein, its use,or its interpretation.*

AGREEMENT between the Town of Holly Springs ("CLIENT") and Highfill Infrastructure Engineering, P.C. ("ENGINEER") dated ____________________, 2022 (the Agreement") concerning the Bass Lake PS Phase 2 Upgrades, Town Project #21-029 (the "Project").

Pursuant to the Terms and Conditions of the Agreement, ENGINEER agrees to diligently and professionally perform professional services described in this Agreement for the proper completion of the Scope of Services. ENGINEER shall faithfully perform the Services required under this Agreement in accordance with the standard of care, skill, training, diligence and judgment provided by competent professionals who perform work of a similar nature to the work described in this Agreement and any Work Authorization. CLIENT agrees to pay for the Services performed by ENGINEER in accordance with this Agreement.

**BACKGROUND:**

Due to growth and development, the Bass Lake PS requires a capacity upgrade. The PS capacity is currently planned to be increased from 1,200 GPM to 2,070 GPM. Along with the PS capacity increase, additional PS improvements may include electrical, crane, wet well and vault piping, site piping, grinder addition, and general site upgrades.

The PS capacity increase will impact the gravity sewer interceptor where the FM discharges. This interceptor also receives flow from the Sunset Ridge PS. In the future, the Sunset Ridge PS will discharge to a future Regional PS. Until the future Regional PS is constructed, the interceptor will have a limited capacity. This project will evaluate the interceptor and impacts from the PS upgrades.

It has been reported that there is significant inflow and infiltration (I/I) in the gravity sewer flowing to the Bass Lake PS. This project will investigate the I/I and make recommendations to reduce the I/I.

**SCOPE OF SERVICES:**

ENGINEER will perform the following **Basic Services** upon Authorization:

Task 10 – Preliminary Technical Services

1. Facilitate a project kickoff meeting.
2. Receive from CLIENT and review the following:
    a. GIS sewer collection system data.
    b. Existing Bass Lake FM record drawings.
    c. Gravity sewer interceptor record drawings (from Bass Lake FM discharge to Utley Creek WRF).
    d. 3 years of PS meter data and pump run-time data.
    e. PS record drawings (we have received these).
    f. Existing pump curves.
    g. Zoning and Land Use Planning information.

   h. Allocated, but not yet tributary, wastewater flow information along with other known planned developments that are in-process.
3. Contract and coordinate with a surveying firm to perform limited survey to include:
   a. Inverts for first manhole upstream of the wet well
   b. Wet well inverts (influent pipe and bottom of wet well)
   c. Topographic survey for site driveway turnaround area (approximately 0.2 acres)
4. Sewer Basin Flow Evaluation:
   a. Perform a service area basin capacity study to estimate the build-out flows at the PS.
   b. Delineate the sewer service area. Coordinate with CLIENT and agree on delineated service area.
   c. Estimate current average daily flow into the BPPS from the provided historical flow data. Compare estimated current average daily flow with flow meter data from Task 20.
   d. Estimate build-out flow based on existing flows, undeveloped land, and allocated but not yet tributary flow to the PS. Flow projections from undeveloped lands will be estimated based on current zoning and industry accepted unit flow rates.
   e. Estimate build-out peak hourly flow by applying an industry standard peaking factor to the projected average daily flow.
5. Interceptor Evaluation (FM discharge location):
   a. Use available drawings from CLIENT to develop a gravity sewer model of the 18-inch interceptor from the FM discharge location to the Water Reclamation Facility. There is a 12-inch sewer parallel to the 18-inch interceptor. The parallel 12-inch sewer will be included in the model.
   b. Determine current average daily flow based on flow meter data in Task 20. Apply an industry standard peaking factor to determine peak hourly flow.
   c. Evaluate interceptor with existing tributary peak flows, existing flow from Sunset Ridge PS, and projected increased flows from Bass Lake PS.
   d. If the model predicts interceptor surcharges due to increased flow from Bass Lake PS, determine maximum flow from Bass Lake PS that the interceptor can receive without surcharging.
   e. Evaluate available 12-inch sewer capacity based on flow meter data and modeling for the potential for high flow diversion, if it is advantageous.
   f. Evaluate and coordinate with CLIENT to determine the acceptable level of flow and/ or surcharging in the interceptor in combination with maximizing the increased pumping capacity at Bass Lake PS.
6. Pump Station Evaluation:
   a. Perform pump drawdown test.
      i. CLIENT's staff will operate the pumps during testing.
      ii. Coordinate with CLIENT to perform drawdown test within a few days after CLIENT has cleaned out the wet well.
      iii. To obtain operating pressures at the pump station, CLIENT will install a pressure gauge(s) on the discharge piping in the valve vault.
   b. Perform PS site visit to gather needed data.
   c. Contract and coordinate with an electrical engineering professional services firm to provide an electrical evaluation.
   d. Evaluate PS build-out upgrades including:

i. Adding a grinder
ii. Improve site access
iii. Electrical gear
iv. Generator
v. Wet well epoxy lining
vi. Widening the access gate
vii. Meeting build-out pumping capacity based on sewer basin evaluation
viii. Wet well and valve vault piping
ix. Existing crane capacity and size of new pumps

e. Evaluate existing pumps and possibility of using these pumps to meet build-out capacity.
f. Size pumps, piping, and electrical components for build-out pumping capacity.
   i. Evaluate an intermediate pumping capacity using reduced impeller diameters. Intermediate pumping capacity will be coordinated with the available gravity sewer capacity from the Interceptor Evaluation described above.
g. The following are not included in the PS evaluation. CLIENT will evaluate internally or address at a later date.
   i. Existing SCADA RTU
   ii. Existing odor control and chemical storage
   iii. Existing flowmeter

7. Force Main Evaluation:
   a. Estimate current FM C-factor based on FM record drawings, existing pump curves, and pressures at the PS.
      i. This task cannot be completed without the addition of a pressure gauge(s) prior to drawdown testing that will be performed during the Pump Station Evaluation.
   b. Perform a surge analysis on the existing FM with build-out pump flows.
   c. FM thickness testing is not included in this scope.
      i. During the construction phase of this project, ENGINEER will instruct the Contractor to perform FM thickness testing at ARV locations and via excavation at specified locations (only applies to ferrous pipe).
8. Technical Memorandum
   a. Prepare a Technical Memorandum (TM) summarizing the Preliminary Technical Services performed, recommendations, and budgetary cost opinion.
      i. The TM will include tasks listed above. The inflow/ infiltration study is not included in this TM.
   b. Submit Draft TM for CLIENT review.
   c. Meet with CLIENT to discuss the Draft TM.
   d. Address CLIENT comments received on the Draft TM.
   e. Prepare and submit Final TM.

<u>Task 15 – Inflow/ Infiltration Study</u>

1. Perform a limited Sewer System Evaluation Study (SSES) to identity potential causes and locations of inflow/ infiltration (I/I) in the gravity sewer flowing to the Bass Lake PS.
2. Walk the main gravity outfalls leading to the Bass Lake PS to quickly locate obvious system defects and note potential I/I locations. Includes approximately 13,300 LF of outfalls.

3. Perform manhole inspections on the gravity outfalls. Inspections will be above-ground, visual interior and exposed exterior inspections of up to 50 manholes.
4. CCTV:
    a. Due to the nature of the work and estimated quantities, field services for CCTV data collection are included in Task 20.
    b. Contract and coordinate with a CCTV field services firm.
    c. Provide maps and perform site visits to facilitate CCTV services firm completing work.
    d. Review CCTV for defects and signs of I/I.
    e. Summarize repairs needed.
5. Flow monitoring:
    a. Due to the nature of the work and estimated quantities, field services for flow monitoring and rainfall data collection are included in Task 20.
    b. Contract and coordinate with a flow monitoring firm.
    c. Determine the most effective manhole locations for flow monitors.
    d. Provide maps and perform site visits to facilitate flow monitoring services firm completing work.
6. Prepare a summary of field investigations and repair recommendations:
    a. Review and evaluate field investigation data including CCTV and flow monitoring services described in Task 20.
    b. Summarize investigation data. Data gathered in the SSES phase will be summarized only to the point necessary to capture information relevant to the preparation of future construction documents.
        i. Construction documents are not included and if needed, will be prepared under a separate and future proposal.
    c. Prepare an SSES Technical Memorandum that provides a summary of the services performed, deficiencies identified, repair recommendations, and repair cost opinions.

<u>Task 20 – Supporting Technical Services</u>

The following supporting services are based on estimated quantities.

1. CCTV inspection field servcies will be conducted on a total of approximately 2,805 LF of sewer mains.
    a. 190 LF of 8-inch
    b. 115 LF of 12-inch
    c. 2,500 LF of 18-inch
    d. Sewer mains will be cleaned only to the extent needed to perform CCTV.
        i. Approximately 1,000 LF of sewer cleaning is included, if needed.
2. Flow monitoring field services (upstream of PS for Inflow/ Infiltration Study):
    a. Install 4 temporary flow meters for up to 3 months. The meters will be placed in locations to narrow the search area for potential I/I.
    b. There is no guarantee that significant rain events will occur during the metering period and may require extending the metering period.
    c. Install 1 temporary rain gauge in the vicinity of the Bass Lake PS. The rain gauge will be in service throughout the duration of the flow meter data collection.
3. Flow monitoring field services (downstream of FM discharge at 18-inch interceptor):
    a. Install a total of 2 flow meters. One along the 18-inch interceptor and one along the 12-inch parallel sewer for 1 month to determine average daily flows.

Task 40 – PS Design Phase

1. Prepare construction drawings and related details for pump station improvements.
    a. Drawings will be based on limited survey (in Task 10), aerials, record drawings, and field measurements.
2. Design electrical modifications to accommodate increased pump size.
3. Prepare Project Manual including the Town's standard front-end documents. Include technical specifications for the equipment and materials to be incorporated into the expansion project.
4. Submit design documents for the Town's review at the 60% and 90% design stages.
    a. Meet with Town staff to discuss review comments at these two design stages.
5. Prepare probable construction cost opinion at 60%, 90%, and final design stages.
6. Address comments received and prepare the final Construction Documents.

Task 50 – Permitting Phase

1. Prepare and submit the following permit applications to the CLIENT for review and signature. ENGINEER will submit permit applications, along with supporting documents, to the proper regulatory authority on behalf of the CLIENT.
    a. NCDEQ fast-track application.
        i. CLIENT will prepare the FTSE (flow tracking sewer extension) form.
    b. Building permit application (electrical). Submit for Town review.
        i. Contractor will pay for and obtain electrical permit.
2. Permitting application fees.
    a. Pay up to $480 in permit application fees on behalf of the Town.

Task 60 – Bidding Phase

1. Assist the CLIENT with project advertisement.
2. Electronically distribute Construction Documents to prospective bidders and up to three plan rooms.
3. Field questions from prospective bidders and issue up to two addenda, if required.
4. Facilitate one pre-bid meeting.
5. Facilitate one bid opening. After bid opening, tabulate the bids received and issue Letter of Recommendation for Award.
6. Upon Award by the CLIENT, issue Notice of Award to the selected contractor and route contracts for signatures by contractor and CLIENT.
7. Fee assumes a successful bidder is obtained through a single bidding process. If additional bidding services are required, they will be performed as Additional Services.

Task 90 – Miscellaneous Services

1. Owner's contingency for services not specifically included in Tasks above. Contingency may also include increasing quantities for field services such as flow monitoring, CCTV, manhole inspections, and survey.
2. Budget from this Task shall only be used upon authorization by the Town.

<u>Assumptions and Clarifications:</u>

1) Manhole inspections:
    a. CLIENT will clear outfalls for manhole access, if needed.
    b. CLIENT will coordinate access to manholes inside fences.
    c. CLIENT will assist in accessing manholes that are rusted shut or have bolts that are rusted.
    d. CLIENT will replace bolts on manholes with bolts rusted in-place.
2) Design of gravity sewer or force main rehabilitation is unknown at this time and is not included.
3) No easements or easement services are included.
4) Existing SCADA signals will be restored. No new SCADA function or modifications are included.
5) The existing in-ground structures at the pump station are adequately sized for the expansion. The in-ground structures can be used, as-is, without the need to upsize or replace.
6) The existing pump station and any site improvements made are assumed to be out of the 100-year flood plain and flood way.
7) Construction phase services are not included at this time.
8) Basis Services assume project will be funded with local cash funds.

Additional Services are those services not specifically included under the Basic Services.

## SCHEDULE:

Work schedule will progress sequentially as follows:

- Task 10 – Preliminary Technical Services: 7 months (in parallel with Tasks 15 and 20)
- Task 15 – Inflow/ Infiltration Study: 5 months
- Task 20 – Supporting Technical Services: 5 months (in parallel with Task 15)
- Task 40 – PS Design Phase: 3 months
- Task 50 – Permitting Phase: 3 months
- Task 60 – Bidding Phase: 3 months
- Task 90 – Miscellaneous Services: on-going throughout project, as needed.

ENGINEER shall endeavor to complete work tasks in accordance with the above schedule. CLIENT acknowledges that certain aspects of the project, including regulatory review and field services time are outside the ENGINEER'S direct control and may impact schedule significantly.

**COMPENSATION:**

ENGINEER will perform Basic Services listed in the table below for a Lump Sum amount of $166,800. Services will be invoiced periodically on a percentage of work completed and work in progress.

| Task | Phase | Labor | Subcontractors and Expenses | Total Fee |
|---|---|---|---|---|
| 10 | Preliminary Technical Services | $50,400 | $11,300 | $61,700 |
| 15 | Inflow/ Infiltration Study | $27,100 | $900 | $28,000 |
| 40 | PS Design Phase | $40,700 | $14,700 | $55,400 |
| 50 | Permitting Phase | $9,100 | $1,400 | $10,500 |
| 60 | Bidding Phase | $9,800 | $1,400 | $11,200 |
| | LS SUBTOTAL | $137,100 | $29,700 | $166,800 |

Due to the nature of field investigation work and estimated quantities, ENGINEER will perform the Tasks shown in the table below on a Time and Materials basis not to exceed $81,300 without prior written notice. Labor and expenses on this task will be invoiced according to the ENGINEER's then-current Schedule of Rates. A copy of the current Schedule of Rates is attached.

| Task | Phase | Labor | Subcontractors and Expenses | Total Fee |
|---|---|---|---|---|
| 20 | Supporting Technical Services | $1,600 | $59,700 | $61,300 |
| 90 | Miscellaneous Services | $14,000 | $6,000 | $20,000 |
| | T&M SUBTOTAL | $15,600 | $65,700 | $81,300 |

Therefore, the total compensation for the Scope of Services described above will not exceed $248,100 without written prior notice.

Additional Services, if needed, will be completed on a time and materials or lump sum basis as agreed by both parties prior to commencement of Additional Services.

**Additional Services** are those services not specifically included under the Basic Services of the Agreement.

## TERMS AND CONDITIONS

**1. Changes in the Work.** At any time after execution of this Agreement, CLIENT may order changes in ENGINEER Services consisting of additions, deletions, and revisions within the general scope of services being performed by ENGINEER under this Agreement and/or any applicable Work Authorizations. Whenever a change in the scope and/or time for performance of services occurs, or if CLIENT has notified ENGINEER of a change, ENGINEER shall submit to CLIENT a written estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing of this Agreement. CLIENT shall then confirm in writing that it has approved of the proposed changes to ENGINEER Services and that ENGINEER is authorized to proceed forward with the same. Except as specifically set forth herein, neither this Agreement or these Terms and Conditions may be modified, except as agreed to in writing by both Parties to the Agreement.

**2. Termination of Agreement.** Either Party may terminate this Agreement and any associated Work Authorizations without cause and/or for convenience after giving five (5) days' written notice to the other Party. In the event CLIENT terminates ENGINEER services without cause and/or for CLIENT'S convenience, CLIENT shall be liable to promptly pay ENGINEER for all work performed through the date of termination, all of ENGINEER expenses directly attributable to the termination, including fair and reasonable sums for overhead and profit for work performed, and costs incurred by ENGINEER in terminating any contracts entered into in connection with the performance of its Services.

**3. Standard of Care; Limited Warranty.** The standard of care for all professional services performed or furnished under this Agreement will be the care and skill used by members of ENGINEER’s profession practicing under similar circumstances at the same time and in the same locality. ENGINEER agrees to correct, at its own expense, any services provided that do not conform to the standard of care hereunder for a period of one year following the completion of services. Except as set forth herein, ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER’s services, and ENGINEER hereby disclaims any and all express or implied warranties, including but not limited to the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and the implied warranty of workmanlike construction, to the fullest extent permitted by law.

**4. Use of Documents.** It is understood and agreed that all documents prepared pursuant to this Agreement are the product of professional services intended for one-time use in the Project that is the subject of this Agreement. Such documents are and shall remain the property of ENGINEER, and they are not intended or represented to be suitable for re-use by CLIENT or others on extensions of the Project or on any other project. With ENGINEER’S consent, the CLIENT may retain copies for information and reference in connection with the occupancy and use of the Project. In the event Project documents provided to the CLIENT in machine-readable form are so converted, or in the event of any re-use without written verification or adaptation by ENGINEER for the specific purposes intended, the CLIENT agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify ENGINEER from and against all claims, liabilities, losses, damages and costs arising out of or resulting from said unauthorized use. Any written verification or adaptation authorized or performed by ENGINEER will entitle ENGINEER to additional compensation at rates to be agreed upon by ENGINEER and the CLIENT.

**5. Hazardous Materials.** To the fullest extent permitted by law, for any services provided by ENGINEER involving or relating to hazardous waste elements or to the removal or encapsulation of asbestos, the CLIENT agrees to indemnify and hold harmless ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by ENGINEER, or claims against ENGINEER arising from the work of others, related to hazardous waste or asbestos activities.

**6. Use of Electronic Media.** Copies of documents that may be relied upon by CLIENT are limited to the final printed copies (also known as hard copies) that are signed or sealed by ENGINEER. Files in electronic media format or text, data, graphics or other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusions or information obtained or derived from such electronic media format will be at the user’s sole risk. When transferring documents in electronic format, ENGINEER makes no representations as to the long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by ENGINEER at the beginning of the assignment.

**7. Limitation of Liability.** The total liability, in the aggregate, of ENGINEER and its directors, officers, or employees, and any of them, to CLIENT or anyone claiming by, under or through the CLIENT for any and all injuries, claims, losses, expenses, and damages whatsoever arising out of or in any way related to ENGINEER Services, shall be limited to $1,000,000 or the total fees paid to ENGINEER by CLIENT, whichever is greater. In no event, however, shall any liability to CLIENT exceed the amount of applicable insurance that ENGINEER has procured for services under this Agreement.

**8. Payment Terms.** ENGINEER shall invoice CLIENT for Services in accordance with ENGINEER standard invoicing practices. Invoice payment terms are Net Thirty (30) days.

If CLIENT reasonably objects to any portion of an invoice, CLIENT shall provide written notification to ENGINEER of CLIENT'S objection and the basis for such objection within fifteen (15) days of the date of receipt of the invoice. CLIENT shall not offset amounts due ENGINEER under a Work Authorization for any credit or disputes arising under a different Work Authorization. CLIENT shall waive any objections to ENGINEER invoice if it fails to timely provide such written notice to ENGINEER.

Failure of CLIENT to make payments when due shall be cause for termination of this Agreement (in accordance with Paragraph 2, above) or, at the option of ENGINEER, suspension of services under this Agreement until ENGINEER has been paid all amounts due.

In the event of litigation or other proceeding to enforce any payment obligation under this Agreement, the prevailing Party shall be entitled to recover from the other Party attorneys' fees and costs as may be reasonably incurred by reason of the litigation.

**9. Subsurface Investigations**. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These unforeseen conditions are not the responsibility of the ENGINEER.

**10. ENGINEER'S Personnel at Construction Site.** The presence or duties of ENGINEER'S personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER'S personnel in any way responsible for those duties that belong to CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work. ENGINEER and ENGINEER'S personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the ENGINEER'S own personnel.

The presence of ENGINEER'S personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform their work in accordance with the Contract Documents.

**11. Opinion of Probable Construction Costs.** ENGINEER'S opinion of probable construction costs, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. ENGINEER cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the project may affect estimates.

**12. Delays Beyond the Control of the ENGINEER.** Events that are beyond the control of the ENGINEER may delay the performance of the Scope of Services. In the event that the performance of the Scope of Services by the ENGINEER is delayed beyond his control, the ENGINEER shall notify the CLIENT in writing of such delay and the reasons therefore, and the CLIENT extend the time of performance appropriately.

**13. CLIENT'S Responsibilities and Representations:**

a. Representative: The CLIENT shall designate a single representative with respect to the services to be rendered under this Agreement who shall act on behalf of the CLIENT and issue instructions to the ENGINEER.

b. Criteria and Information: The CLIENT shall provide all criteria and full information as to its requirements for the Project, including objectives, constraints, projected demands and service areas, well and water quality data and performance requirements.

c. Access: The CLIENT shall arrange access for the ENGINEER to all public and private properties where such access is required for the performance of services under this Agreement.

d. Reviews: The CLIENT shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the ENGINEER and shall render decisions pertaining thereto within a reasonable time as not to delay the services of the ENGINEER.

e. Permitting Fees: The CLIENT shall be responsible for payment of all required regulatory application fees, and those fees are not included in this Agreement unless specifically stated otherwise.

**14. Permitting.** The ENGINEER cannot guarantee any regulatory approval or a timeframe in which that approval might be granted. The CLIENT should be aware that significant delays can occur during regulatory review, and those delays may impact project schedule and scope of work. No such delays are currently anticipated, but should any materialize, the ENGINEER will present to the CLIENT alternatives for addressing the matter causing the delay.

**15. Mutual Waiver of Consequential Damages.** Neither the CLIENT nor the ENGINEER shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, related to, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages, related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings, or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract, and breach of warranty.

**16. Authorization by Purchase Order:** Purchase Order terms are not consistent with these Terms and Conditions. If CLIENT issues a Purchase Order for authorization of services, it is hereby understood that the Terms and Conditions herein shall replace any Terms and Conditions contained in or attached to the Purchase Order.

**17. Dispute Resolution.** Except as indicated herein, CLIENT and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them, arising out of or relating to the Agreement to mediation in accordance with the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Actions. Any such disputes not resolved by mediation shall be submitted to arbitration in accordance with the North Carolina Revised Uniform Arbitration Act (N.C.G.S. § 1-569.1 et seq

**18. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of North Carolina and the venue for any civil action between the parties shall be located in North Carolina.

**19. Special Conditions.** Town of Holly Springs contract signature page, attached.

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: ___________

Printed Name & Title: Tyler W. Highfill, 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

HIGHFILL

Highfill Infrastructure Engineering, P.C.

| Employee Classification | Hourly Rate |
|---|---|
| Senior Project Manager | $170-225 |
| Senior Engineer | $140-220 |
| Project Manager | $115-170 |
| Engineer (PE) | $115-140 |
| Staff Professional | $95-125 |
| Sr. Const. Observer; Sr. Tech.; Sr. CAD Designer | $90-130 |
| Construction Observer; Technician; CAD Designer | $70-95 |
| Project Assistant | $60-85 |

| Expenses/Subcontractors | Cost Incurred |
|---|---|
| Subcontractor | Invoice + 10% |
| Reimbursable Project Costs | Invoice + 10% |
| Mileage | then-current IRS rate |

*Rates are valid through 2022.*

*Sales or Use Taxes: Rates do not include sales or use tax on professional services. If any governmental entity takes a legislative action that imposes sales or use taxes on Engineer's services, then such taxes will be invoiced for reimbursement by Client.*

V22.1_10sub

# Holly Springs Town Council

*Town Council Meeting Agenda Cover Sheet*

**Agenda Item#: 8.**

**Consent Agenda**

**Title:** NC DEQ Division of Water Infrastructure Spring 2022 Grant and Loan Funding Applications (TOHS #22-005)

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

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

**Action(s):**

1. Adopt Resolution 22-13 for the American Rescue Plan (ARPA) Grant and Drinking Water State Revolving Fund (DWSRF) Loan Application for Participation in the Expansion of the Sanford Water Treatment Plant.
2. Adopt Resolution 22-14 for the ARPA Grant and DWSRF Loan Application for the Fuquay-Varina shared Water Conveyance Transmission Main Project.
3. Adopt Resolution 22-15 for the ARPA Grant and Clean Water State Revolving Fund (CWSRF) Loan Application for the Dewatering Press and SCADA Upgrades.
4. Adopt Resolution 22-16 for the ARPA Grant and Asset Inventory and Assessment (AIA) Grant Applications for Projects pertaining to both water and sewer.
5. Approve Resolution 22-17 to adopt a 10-year Capital Improvement Plan for water and sewer projects to be included with the funding applications.

**Explanation:**

- The Drinking Water State Revolving Fund (DWSRF) Program was created with the 1996 amendments to the Safe Drinking Water Act, and the Clean Water State Revolving Fund (CWSRF) Program was created by the 1987 amendments to the Federal Clean Water Act. The DWSRF and CWSRF Programs have two funding cycles per year, typically in the spring and fall. Local Government units (counties, cities, towns, sanitary districts, etc.) are eligible to apply for funding of source, treatment, storage, transmission, distribution, and collection system projects.
- Utilities and Infrastructure staff is requesting Town Council's approval of several resolutions in order to submit funding applications for water and sewer related projects.
- The NC DEQ Division of Water Infrastructure (DWI) Spring 2022 funding round includes monies allocated through ARPA, SRF, and AIA (Asset Inventory and Assessment) programs, which consist of grants, principal forgiveness, and low interest rate loans.
- ARPA grants and SRF loans are submitted through a single application to be considered for both programs.
- In 2022, more funding will be available than in past years. However, the majority of the money has already been allocated to non-viable utilities, at-risk utilities, and study/training grants.
    - ARPA Grants:

        - A total of $54 million is available to "other" (those not at-risk) utilities for construction project funding. Grant awards are capped at $5 million per applicant.
        - A total of $77.6 million is available for study and training grants, including AIA grants. Grant awards are capped at $400,000 per applicant.
        - Funds must be encumbered by the end of calender year 2024 and expended by the end of calendar year 2026.
    - DWSRF Loans:
        - Approximately $50 million is available. Loan awards are capped at $20 million per applicant.
        - Low-interest loan programs • Limited amount of principal forgiveness loans • Rate set at ½ market (20-Year Bond Index) • Current base interest rate is approximately 1.13% (will be set at application due date) • 20-year maximum term for base rate • 30-year maximum term possible for targeted interest rates • Debt approved by Local Government Commission
        - Construction must start within 24 months of Letter of Intent to Fund.
        - Closing fee of 2% (which cannot be financed).
    - CWSRF Loans:
        - Approximately $85 million is available. Loan awards are capped at $30 million per applicant.
        - Low-interest loan programs • Limited amount of principal forgiveness loans • Rate set at ½ market (20-Year Bond Index) • Current base interest rate is approximately 1.13% (will be set at application due date) • 20-year maximum term for base rate • 30-year maximum term possible for targeted interest rates • Debt approved by Local Government Commission
        - Construction must start within 24 months of Letter of Intent to Fund.
        - Closing fee of 2% (which cannot be financed).
- The proposed applications for Holly Springs based on funding availability include:
    - ARPA/AIA grants - Asset Management – $200,000 (max) water, $200,000 sewer (max)
    - ARPA construction grants – Sanford water treatment/Fuquay-Varina shared conveyance/Dewatering Press & SCADA – up to $5M (max)
    - DWSRF loan – Sanford water treatment/Fuquay-Varina shared conveyance – up to $20M (max)
    - CWSRF loan – Dewatering Press/SCADA - $1.65M (max)
- Funds are awarded through a competitive process based on a priority point rating system. Historically, less than 30% of applications have been funded.
- Due to ARPA money being available, the number of applications for the Spring 2022 round is expected to increase. However, at-risk projects that received funding in previous rounds have the ability to decline past SRF loan awards in favor of ARPA grants, which may increase the amount of funds available for low interest loans.
- Projects are often not awarded funding with the first application; however, it provides an opportunity for the applicant to assess priority point ranking and revise applications for future rounds.
- Project applications can be submitted for successive funding rounds and can roll from one round to the next for multiple disbursement considerations.
- To be considered, municipalities must pass resolutions for each project application.
- Additionally, municipalities can earn priority points by adopting a resolution that forecasts a 10-year capital improvement plan.
- This 10-year plan represents a forecast of potential water and sewer projects but is non-binding and does not commit funding.
- This 10-year plan includes assumptions of additional funds from developers, regional,

state, and federal partners.

**Background:**

- U&I staff have periodically updated the Town Council regarding the need for additional water allocation to serve future planned growth.
- High priority partner projects include:
    - The Sanford Water Treatment Plant expansion with Sanford, Fuquay-Varina, Pittsboro, and Chatham County; and
    - The conveyance from the Sanford Water Treatment Plant with Fuquay-Varina
- The City of Sanford has previously applied to the NC DEQ DWI DWSRF for funding for their portion of the Sanford water treatment plant expansion project. In 2020, the project was not awarded SRF funds. During the Spring 2021 round and the Fall 2021 round, Sanford was awarded the $20 million dollar cap for construction projects, resulting in $40 million of their share of construction being funded through DWSRF monies. Sanford is continuing to pursue funding for their share of the project.
- The Town of Fuquay-Varina has also applied to the NC DEQ DWI DWSRF for funding. In 2020 and Spring 2021, the project was not awarded SRF funds. During the Fall 2021 round, the Town of Fuquay-Varina was awarded $15 million in DWSRF monies towards their share of the construction of the Sanford water treatment plant expansion project. Fuquay-Varina is continuing to pursue funding for their share of the construction of the Sanford water treatment plant expansion and the shared conveyance line.
- The dewatering press is an essential piece of equipment that takes biosolids in liquid form and presses it into a semi-solid "cake" form. This makes biosolids easily transportable off-site. Upgrades to the current dewatering press and procurement of an additional dewatering press are necessary for the continued treatment of wastewater biosolids.
- An objective of the 2020 reorganization was to improve management of the town's utility assets through the creation of the Utilities and Infrastructure Department. U&I staff are planning asset inventory activities, a gap analysis, and to establish a Strategic Asset Management Plan. These activities are inline with asset inventories and condition assessments eligible for these funding opportunities.
- Typically, there is a $150,000 cap on funding for AIA projects. However, that cap has been lifted for the Spring 2022 application round.

**Funding Source(s):**

N/A

**Attachment(s):**

1. Resolution 22-13 Sanford WTP Expansion
2. Resolution 22-14_HS and FV Waterline Transmission Main
3. Resolution 22-15_Dewatering press and SCADA upgrades
4. Resolution 22-16_Water and Sewer Asset Inventory & Assessments
5. Resolution 22-17_10-year CIP
6. 10-year Water and Sewer CIP

**Resolution No.** 22-13
**Date Adopted:** April 5, 2022
**Effective Date:** April 5, 2022

**RESOLUTION BY GOVERNING BODY OF APPLICANT – SANFORD WATER TREATMENT PLANT EXPANSION PARTICIPATION**

**WHEREAS**, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction and studies of drinking water treatment works and drinking water distribution systems, and

**WHEREAS**, The Town of Holly Springs has need for and intends to participate in a drinking water treatment works and drinking water distribution system project described as the purchase of water treatment capacity through the expansion of the City of Sanford's Water Treatment Plan and construction of a water distribution system capable of providing the Town of Holly Springs with bulk finished water, and

**WHEREAS**, The Town of Holly Springs intends to request State loan and grant assistance for the project,

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA:**

1. That the Town of Holly Springs, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

2. That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

3. That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Holly Springs to make scheduled repayment of the loan, to withhold from the Town of Holly Springs any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

4. That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

5. That Sean Mayefskie, Mayor and Randy Harrington, Town Manager, the **Authorized Officials**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

6. That the **Authorized Officials**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

7. That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

8. This resolution shall take effect immediately.

**Adopted by the Holly Springs Town Council on this, the 5th day of April, 2022.**

**Town of Holly Springs by**

______________________________
Sean Mayefskie, Mayor

**ATTEST**:

______________________________
Linda McKinney, Town Clerk

**Resolution No.** 22-14
**Date Adopted:** April 5, 2022
**Effective Date:** April 5, 2022

**RESOLUTION BY GOVERNING BODY OF APPLICANT – HOLLY SPRINGS AND FUQUAY-VARINA WATERLINE TRANSMISSION MAIN**

**WHEREAS**, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction and studies of drinking water treatment works and drinking water distribution systems, and

**WHEREAS**, The Town of Holly Springs has need for and intends to participate in a drinking water treatment works and drinking water distribution system project described as the purchase of a drinking water transmission main project, and

**WHEREAS**, The Town of Holly Springs intends to request State loan and grant assistance for the project,

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA:**

1. That the Town of Holly Springs, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

2. That the Town of Holly Springs, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Holly Springs to make scheduled repayment of the loan, to withhold from the Town of Holly Springs any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

3. That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

4. That Sean Mayefskie, Mayor and Randy Harrington, Town Manager, the **Authorized Officials**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

5. That the **Authorized Officials**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

6. That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

7. This resolution shall take effect immediately.

**Adopted by the Holly Springs Town Council on this, the 5th day of April, 2022.**

| **Town of Holly Springs by** | **ATTEST**: |
| --- | --- |
| ______________________________ | ______________________________ |
| Sean Mayefskie, Mayor | Linda McKinney, Town Clerk |

**Resolution No.** 22-15
**Date Adopted:** April 5, 2022
**Effective Date:** April 5, 2022

**RESOLUTION BY GOVERNING BODY OF THE TOWN OF HOLLY SPRINGS – DEWATERING PRESS AND SCADA UPGRADES**

**WHEREAS**, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction and studies of the wastewater treatment and collections systems, and

**WHEREAS**, The Town of Holly Springs has need for and intends to evaluate and optimize the existing dewatering press system and design and install additional components necessary for the handling of wastewater biosolids, and upgrade the SCADA system that monitors wastewater flow, and

**WHEREAS**, The Town of Holly Springs intends to request State loan and/or grant assistance for the project,

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA:**

1. That the Town of Holly Springs, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

2. That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

3. That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Holly Springs to make scheduled repayment of the loan, to withhold from the Town of Holly Springs any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

4. That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

5. That Sean Mayefskie, Mayor and Randy Harrington, Town Manager, the **Authorized Officials**, and successors so titled, are hereby authorized to execute and file an

application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the construction of the project described above.

6. That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

7. That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

8. This resolution shall take effect immediately.

**Adopted by the Holly Springs Town Council on this, the 5th day of April, 2022.**

| | |
|---|---|
| **Town of Holly Springs by** | **ATTEST**: |
| ______________________________ | ______________________________ |
| Sean Mayefskie, Mayor | Linda McKinney, Town Clerk |

**Resolution No.** 22-16
**Date Adopted:** April 5, 2022
**Effective Date:** April 5, 2022

**RESOLUTION BY GOVERNING BODY OF APPLICANT – Asset Inventory and Assessments for Water and Sewer**

**WHEREAS**, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection system, stream restoration, stormwater treatment, drinking water treatment works, and/or drinking water distribution system or other "green" project, and

**WHEREAS**, The Town of Holly Springs has need for and intends to develop asset inventories, condition assessment of critical assets, and other components of a comprehensive asset management program for water and sewer and

**WHEREAS**, The Town of Holly Springs intends to request state grant assistance for the project.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA:**

1. That the Town of Holly Springs, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State grant award.

2. That the **Applicant** will provide for efficient completion of the project per program guidelines.

3. That Sean Mayefskie, Mayor and Randy Harrington, Town Manager, the **Authorized Officials**, and successors so titled, are hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the construction of the project described above.

4. That the **Authorized Officials**, and successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

5. That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

6. This resolution shall take effect immediately.

**Adopted by the Holly Springs Town Council on this, the 5th day of April, 2022.**

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|---|---|
| **Town of Holly Springs by** | **ATTEST**: |
| ______________________________ | ______________________________ |
| Sean Mayefskie, Mayor | Linda McKinney, Town Clerk |

**Resolution No.** 22-17
**Date Adopted:** April 5, 2022
**Effective Date:** April 5, 2022

**RESOLUTION ADOPTING TOWN OF HOLLY SPRINGS CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2022-2032**

**WHEREAS**, the Town of Holly Springs, North Carolina (the "Town") continues to adhere to a high standard of professional financial management to ensure adequate public infrastructure, economic development and services for its citizens; and

**WHEREAS**, the Town recognizes the Capital Improvement Plan to be an important management tool that coordinates community infrastructure needs with the financial capacity of the Town; and

**WHEREAS**, the Town prepared a ten-year Capital Improvement Plan which balances projected revenues and expenditures based on financial forecast and assumptions with the Town's long-range financial capacity; and

**WHEREAS**, the Town will update the Capital Improvement Plan annually as part of the Town' s regular budget process; and

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA:**

1. that it does hereby adopt the Capital Improvement Plan for Fiscal Years 2022-2032 as the long-range capital improvement plan for the Town.

2. This resolution shall take effect immediately.

**Adopted by the Holly Springs Town Council on this, the 5th day of April, 2022.**

**Town of Holly Springs by**

______________________________
Sean Mayefskie, Mayor

**ATTEST**:

______________________________
Linda McKinney, Town Clerk

| Project |
|---|
| Friendship NW Area Utilities |
| Asset Inventory and Data System Improvements |
| Strategic Asset Management Plan (Gap Analysis and SAMP development) |
| |
| 12 Oaks Pump Station Upgrade Ph 2 |
| 12 Oaks Outfall |
| Bass Lake Pump Station Phase 2 Upgrade |
| Business Park PS Upgrade |
| Dewatering Press |
| Holly Springs Rd Phase 2 Forcemain Up-size |
| East Regional Pump Station |
| Easton Acres Pump Station Abandonment and Extension to 12 Oaks Station |
| UCWRF 8 MGD Expansion |
| Middle Creek Pump Station Upgrade |
| SCADA Upgrades and Enhancements |
| Sunset Ridge Pump Station Upgrade |
| Omni (Main St) Pump Station Decommission & Gravity Extension to 12 Oaks Pump Station |
| Union Ridge Pump Station - Phase 2 Upgrade |
| UCWRF 8 to 13 MGD additional cost |
| Wastewater Conveyance 8 to 13 MGD |
| |
| Harnett County Booster Station Upgrade |
| Holly Springs-Fuquay Varina Water Conveyance Line and Storage Facilities |
| Sanford Water Treatment Plant expansion - Capacity |
| Avent Ferry Rd Realignment - Watermain Improvements |
| GB Alford Bypass Water Connection |
| Elevated Tank on New Hill Rd |
| GB Alford Bypass Water Connection |
| Downtown AC Waterline Replacement |
| Honeycutt Rd Water Connection |
| Holly Springs-Fuquay Varina Water Conveyance Line and Storage Facilities - upgrade |
| Holly Springs Booster Pump Station Upgrade |
| |
| Northwest water and reclaimed line connection |
| Reclaimed water storage tank |

| Prior | FY23 | FY24 | FY25 | FY26 | FY27 |
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| $ 6,360,096 | $ 17,639,904 | | | | |
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| $ 400,000 | $ 1,500,000 | $ 1,100,000 | | | |
| $ 4,000,000 | $ 3,500,000 | | | | |
| $ 130,000 | $ 300,000 | | $ 600,000 | | |
| $ 2,460,000 | | | | | |
| | $ 2,300,000 | $ 2,100,000 | | | |
| | $ 400,000 | $ 2,000,000 | | | |
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| $ 200,000 | $ 4,000,000 | $ 4,000,000 | | | |
| $ 300,000 | $ 3,000,000 | $ 25,000,000 | $ 20,000,000 | | |
| $ 2,500,000 | | $ 5,000,000 | $ 30,000,000 | | |
| | $ 250,000 | $ 1,500,000 | | | |
| | | $ 1,100,000 | $ 500,000 | $ 7,000,000 | |
| | | $ 1,000,000 | $ 1,000,000 | $ 4,000,000 | $ 4,000,000 |
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# Holly Springs Town Council

*Town Council Meeting Agenda Cover Sheet*

**Agenda Item#: 9.**

**Consent Agenda**

**Title:** Recruitment Incentives and Market Retention Salary Adjustments for Codes Inspector and Fire Inspector Positions

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

**Staff Resource:** Chris Hills, Development Services, Daniel Pope, Development Services, Scott Chase, Asst. Town Manager

**Action(s):**

Authorize the Town Manager to implement hiring incentives, referral incentives, and early implementation of the Pay & Classification Study adjustments for only development related codes and fire inspection positions.

**Explanation:**

- The FY 2022 budget included three new codes inspector positions. To date, the Town has been unable to fill these positions despite ongoing recruitment efforts. Additionally, the Town has lost two inspectors who were recruited by other jurisdictions.
- In light of increasing commercial and industrial development activity and town economic development commitments to ensure that industrial construction is not delayed by inspection activities, the Town faces significant operational risks in the building inspection functions.
- The Town Manager recommends that action be taken now - prior to the next fiscal year's budget approval - to increase the Town's competitiveness in recruiting and retaining codes inspectors.
- A competitive compensation approach is essential to attract, motivate, engage, and retain a qualified workforce and this action directly supports the Town Council's Strategic Plan Initiative 1.4 to enhance recruitment tools, incentives, and/or benefits to attract a skilled workforce in difficult to fill positions.
- This Council action would accomplish three components:
    - Allow the Town Manager to offer hiring incentives to new codes inspector hires, provided that the new employee was not previously employed by the Town of Holly Springs in the last six months.
    - Provide one-time referral bonuses up to $500 per trade to existing codes inspectors that recruit a qualified new candidate (paid after completion of the new hire's probationary period, max $2,000).
    - Implement the anticipated codes inspector pay classification adjustments effective April 17, 2022 prior to the organization-wide roll-out as part of the FY 2022-23 budget recommendation and adoption. It is estimated that the

classification adjustments would be less than $30,000 for remaining FY 2021-22 and funded through existing lapse salaries.

- Codes enforcement hiring incentives could provide for up to a maximum $10,000, depending on level of standard certifications at the time of hiring, with 1/2 paid at hiring and 1/2 paid after one year of successful job completion and satisfactory performance. For example, if the town hires a Level 3 inspector (highest certification level and most difficult position to recruit) with certifications of two of four trades, the inspector would receive $5,000 (paid in 2 increments - $2,500 upon hire and $2,500 after one year of successful job completion and satisfactory performance). If a new hire leaves before completing their first year, they forfeit the second portion of the incentive. Furthermore, if a new hire leaves during the second year, a pro-rated portion of their second incentive allocation would need to be reimbursed back to the town.
- Incentive structure would be as follows:
  - Level 1
    - Plumbing Cert.: $750
    - Electrical Cert.: $750
    - Structural Cert.: $750
    - Mechanical Cert.: $750
    - Fire Cert.: $750
  - Level 2
    - Plumbing Cert.: $1,500
    - Electrical Cert.: $1,500
    - Structural Cert.: $1,500
    - Mechanical Cert.: $1,500
    - Fire Cert.: $1,500
  - Level 3
    - Plumbing Cert.: $2,500
    - Electrical Cert.: $2,500
    - Structural Cert.: $2,500
    - Mechanical Cert.: $2,500
    - Fire Cert.: $2,500

**Background:**

- Throughout the COVID pandemic, recruiting and retaining employees has become significantly more challenging.
- Currently, the codes enforcement team has a 33% vacancy rate and, on average, performs twice the number of inspections (20+ per day) than the industry benchmark (10 inspections per day) per the Town's most recent Insurance Services Office (ISO) Building Code Effectiveness Grading Schedule Report. Furthermore, state statutes require all inspections to be completed within 48 hours of being called in.
- The proposed Incentive Structure is based upon the anticipated actual monetary cost that the Town would incur if it had to hire and train uncertified staff. It typically takes 5 years for staff to be able to qualify to test as Level 3 inspectors.
- Of the current filed inspections staff, three possess Level 1 certification, two possess Level 2 certification, and one possesses partial Level 3 certifications. Management level staff thereby must serve as a resource for higher level inspections.
- Two recent economic development projects that are just beginning construction typically

require a Level 3 inspector on site for a majority of the day at each site.
- Based on conversations with other jurisdictions, the recruitment of codes inspectors is a challenge faced by most agencies.
- While a specific end date for this action's authority is not included as part of this action, management's intent is to only use these incentives until such time that a more sustainable staff resourcing level is achieved that reduces the operational risks.
- In late summer of 2021, the Town of Holly Springs contracted with McGrath Human Resources Group to provide consulting services in analyzing and updating the town's classification and compensation plans and policies. Other recommended changes are planned to be included in the Town Manager's FY 2022-23 recommended budget.
- Compensatory and salary change requests are typically made though the annual budget process. However, periodic considerations outside of the budget process are sometimes necessary to address strategic or particularly unique circumstances.

**Funding Source(s):**

General Fund - Lapse Salaries

**Attachment(s):**

1. Binder1

## Recruitment Incentives/Retention Salary Adjustments Attachment

### Recruitment Incentive Matrix (Maximum $10,000)

| Certification | Level 1 | Level 2 | Level 3 |
|---|---|---|---|
| Plumbing | $750 | $1,500 | $2,500 |
| Electrical | $750 | $1,500 | $2,500 |
| Structural | $750 | $1,500 | $2,500 |
| Mechanical | $750 | $1,500 | $2,500 |
| Fire | $750 | $1,500 | $2,500 |

### Referral Bonus Matrix (Maximum $2,000)

| Referral Bonus | Per Trade |
|---|---|
| Plumbing | $500 |
| Electrical | $500 |
| Structural | $500 |
| Mechanical | $500 |
| Fire | $500 |

### Salary Adjustment Costs

Due to long term vacant positions within Development Services and Fire Inspections, there is no budget amendment necessary to implement the results of the pay and classification study for the balance of this fiscal year (approximately 2.5 months) and will be funded through lapse salaries.

The anticipated cost of the early implementation of the pay study results (attached) for the nine positions who currently hold inspector certifications for the Town is less than $30,000.

## Building Code Inspector I

| Organization | Minimum | Maximum |
|---|---|---|
| Apex | $51,838 | $85,533 |
| Chapel Hill | $49,579 | $81,791 |
| Wake Forest | $47,851 | $77,997 |
| Garner | $44,034 | $68,328 |
| Morrisville | $46,752 | $74,803 |
| Fuquay-Varina | $47,515 | $76,024 |
| **Holly Springs** | **$47,932** | **$79,477** |
| **TOHS PROPOSED** | **$56,451** | **$84,676** |

## Building Code Inspector II

| Organization | Minimum | Maximum |
|---|---|---|
| Apex | $57,151 | $94,300 |
| Chapel Hill | $52,058 | $85,880 |
| Wake Forest | $52,755 | $85,991 |
| Garner | $48,610 | $75,379 |
| Morrisville | $51,544 | $82,470 |
| Fuquay-Varina | $52,386 | $83,818 |
| **Holly Springs** | **$52,846** | **$87,624** |
| **TOHS PROPOSED** | **$63,419** | **$95,139** |

## Building Code Inspector III

| Organization | Minimum | Maximum |
|---|---|---|
| Apex | $63,009 | $103,965 |
| Wake Forest | $58,163 | $94,805 |
| Garner | $53,539 | $83,034 |
| Morrisville | $56,826 | $90,923 |
| Fuquay-Varina | $57,755 | $92,408 |
| **Holly Springs** | **$55,488** | **$92,005** |
| **TOHS PROPOSED** | **$67,204** | **$100,817** |

# Holly Springs Town Council

*Town Council Meeting Agenda Cover Sheet*

**Agenda Item#: 10.**

**Consent Agenda**
**Title:** 1000 S. Main Street Voluntary Annexation A21-05
**Strategic Priority Area:** Responsible & Balanced Growth
**Staff Resource:** Bronwyn Bishop, Development Services

**Action(s):**
Adopt Resolution 22-04 directing the Town Clerk to investigate the sufficiency of annexation petition A21-05 and setting the public hearing for April 19, 2022.

**Explanation:**

- The Town has received a petition for voluntary annexation of 1.53 acres located at 1000 S. Main Street.
- The owner of the property is Avani Properties, LLC.
- Staff has requested feedback from all departments and there were no issues with this annexation.
- The requested action is to set public hearing, and to verify that the petition meets the statutory requirements for annexation.

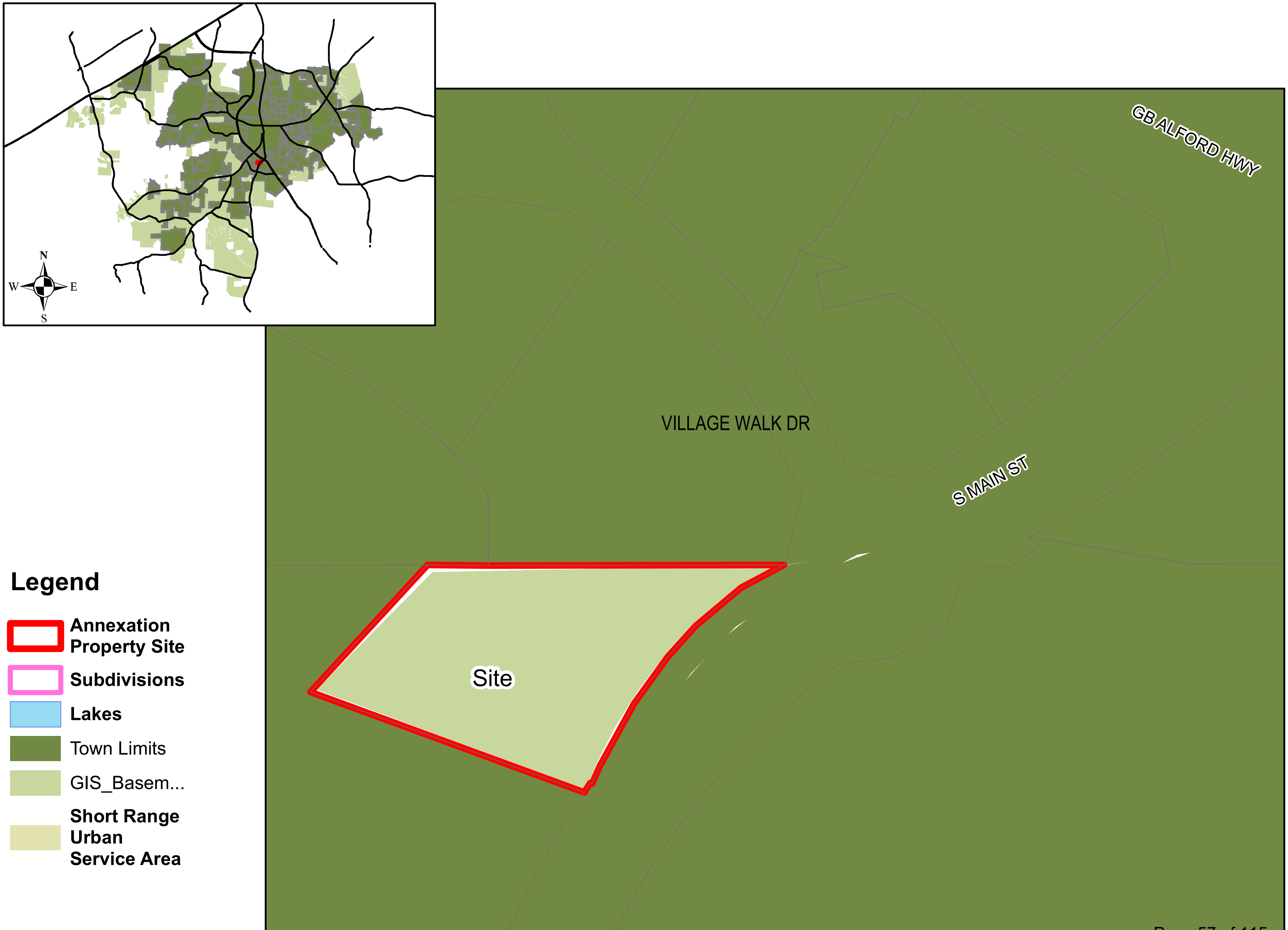
**Background:**

- 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. A21-05_map
2. Resolution 22-04 Sufficiency of A21-05 - AVANI Properties LLC

## A 21-5 | 1000 S Main St | 1.53 acres



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**Resolution No.:** 22-04
**Date Adopted:** April 5, 2022
**Annexation No.:** A21-05

# 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 located in Holly Springs Township, Wake County, North Carolina and being bounded on the north by Orec Land, LLC as described in Deed Book 16685, Page 2038 and Book of Maps 2013, Page 433 and by Coastal Federal Credit Union as described in Deed Book 16459, Page 2570 and Book of Maps 2016, Page 2195; on the east by South Main Street; and on the south and west by Dunn Investments, LLC as described in Deed Book 18244, Page 2263 and Book of Maps 2021, Page 895; and being more particularly described as follows:

BEGINNING at an existing rebar at Coastal Federal Credit Union's southeast corner and on the western right of way line of South Main Street having North Carolina State Plane Coordinates N=687276.82' E=2048926.03' (NAD83-2011, CGF=0.99987833);
Thence S 62°00'38" W 51.01' along the western right of way line of South Main Street to an iron pipe set;
Thence S 50°20,21" W 63.18' along the western right of way line of South Main Street to an existing iron pipe;
Thence S 42°15'53" W 43.97' along the western right of way line of South Main Street to an existing iron pipe;
Thence S 35°49'40" W 61.55' along the western right of way line of South Main Street to an existing iron pipe;
Thence S 29°19'27" W 76.12' along the western right of way line of South Main Street to an iron pipe set;
Thence S 25°00'58" W 21.68' along the western right of way line of South Main Street to a point in a concrete driveway;

Thence along the western right of way line of South Main Street a curve to the left with an internal angle of 00°46'05", a radius of 978.00', a length of 13.11', and a chord which bears S 34°14'39" W 13.11',to an existing mag nail in a concrete sidewalk;
Thence N 69°50'40" W 311.27' along Dunn Investments, LLC's northern line to an existing iron pipe;
Thence N 42°38'05" E 184.47' along Dunn Investments, LLC's eastern line to an existing iron pipe in Orec Land, LLC's southern line;
Thence S 89°50'03" E 64.84' along Orec Land, LLC's southern line to an existing iron pipe at Coastal Federal Credit Union's southwestern comer;
Thence N 89°51'24" E 315.53' along Coastal Federal Credit Union's southern line to the Point of Beginning, containing 1.532 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, April 19, 2022.

**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 April 2022.**

ATTEST:

__________________________ __________________________

Sean Mayefskie, Mayor

Linda McKinney
Town Clerk

# Holly Springs Town Council

*Town Council Meeting Agenda Cover Sheet*

## Agenda Item#: 11.

**Public Hearings**
**Title:** Gunter Morris Rd. Road Closure
**Strategic Priority Area:** Responsible & Balanced Growth
**Staff Resource:** John Schifano, Town Attorney, Rachel Jones, Development Services

### Action(s):

- Conduct Public Hearing (legislative)
- Adopt Resolution 22-12 to adopt an order to close and abandon Gunter Morris Road Right of Way.

### Explanation:

- Resolution 22-12 is a resolution to adopt an order to close and abandon a portion of right of way located on Gunter Morris Road.
- The property owner along this short road requested from NCDOT the closure of Gunter Morris Road between Shearon Harris Road and New Hill Holleman Road in the Town's Extraterritorial Jurisdiction (ETJ).
- By operation of law, when this portion of the road is abandoned, it will revert to the underlying land owners.
- N.C.G.S. 160A- 299(a) states that the council may adopt an order closing the street upon satisfaction of the public's interest, following the hearing.

### Background:

- The town has never maintained this road or invested any town funds in its construction or maintenance.
- Stephen Gunter received the executed resolution of support for the abandonment of Gunter Morris Road, approved by the Wake County Board of Commissioners on November 8, 2021.
- The Town Council of Holly Springs directed the Town Clerk to publish the Resolution of Intent on December 21, 2021. Adequate notices were posted on the applicable street as required by N.C.G.S. 160A- 299.
- Town Council enacted Resolution 21-32 on February 1, 2022, resolving its intent to close Gunter Morris Road by unanimous consent. Since, it now appears that the closing of the street is not contrary to the public interest and individuals who own property will not be deprived of reasonable means of ingress and egress to their property.

### Funding Source(s):

- N/A.

**Attachment(s):**

1. Resolution 22-12 Final Close to Gunter Morris Road

**Resolution No.** 22-12
**Date Adopted:** April 5, 2022
**Effective Date:** April 5, 2022

**RESOLUTION TO ADOPT AN ORDER TO CLOSE AND ABANDON GUNTER MORRIS ROAD RIGHT OF WAY BETWEEN SHEARON HARRIS ROAD AND NEW HILL HOLLEMAN ROAD**

**WHEREAS**, on the 21st day of December, 2021, the Town Council of the Town of Holly Springs directed the Town Clerk to publish the Resolution of Intent and of the Town Council to consider closing Gunter Morris Road right-of-way located between Shearon Harris Road and New Hill Holleman Road, in the newspaper once each week for four successive weeks, such resolution advising the public that a hearing would be conducted in Holly Springs Town Hall on or about Tuesday, February 1st, 2022; and,

**WHEREAS**, the Holly Springs Town Council on the 16th of February 2022, ordered the Town Clerk to notify all persons owning property abutting on the right-of-way; and,

**WHEREAS**, the Town Clerk has advised the Town Council that adequate notices were posted on the applicable street as required by G.S. 160A-299; and,

**WHEREAS**, after full and complete consideration of the matter and having granted full and complete opportunity for all interested persons to appear and register any objection that they might have with respect to the closing of said street in the public hearing held on Tuesday, February 1, 2022; and,

**WHEREAS**, The Town Council enacted Resolution 21-32 on February 1, 2022 resolving its intent to close Gunter Morris Road by unanimous consent; and,

**WHEREAS**, it now appears to the satisfaction of the Town Council that the closing of said street is not contrary to the public interest, and that no individual owning property, either abutting the street or in the vicinity of the street or in the subdivision in which the street is located, will as a result of the closing be thereby deprived of a reasonable means of ingress and egress to his property;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA:**

**ORDER OF ROAD CLOSURE OF GUNTER MORRIS ROAD**

1. That it is hereby ORDERED CLOSED the road right-of-way lying between Shearon Harris Road and New Hill Holleman Road and more particularly described in Exhibit A of this resolution and which was once known and used as Gunter Morris Road, subject to the reservation of easements to the Town of Holly Springs for utility purposes, if any, as shown on any recorded plat or easement document heretofore recorded, and that all right, title, and interested that may be vested in the public to said area

for street purposes is hereby released and quitclaimed to the abutting property owners in accordance with the provision of G.S. 160A-299; and,

2. That the Town Clerk is hereby ordered and directed to file in the Office of the Register of Deeds of Wake County a certified copy of this Order; and,

3. That upon recordation of this Resolution with the Wake County Register of Deeds, the Town evidences its vesting of all right, title and interest in those persons owning lots or parcels of land adjacent to the street, or alley, such title, for the width of the abutting land owned by them, to extend to the centerline of the herein closed street (with provision for reservation of easements to the Town of Holly Springs for utility purposes) in accordance with the provision of G.S. 160A-299 (c).

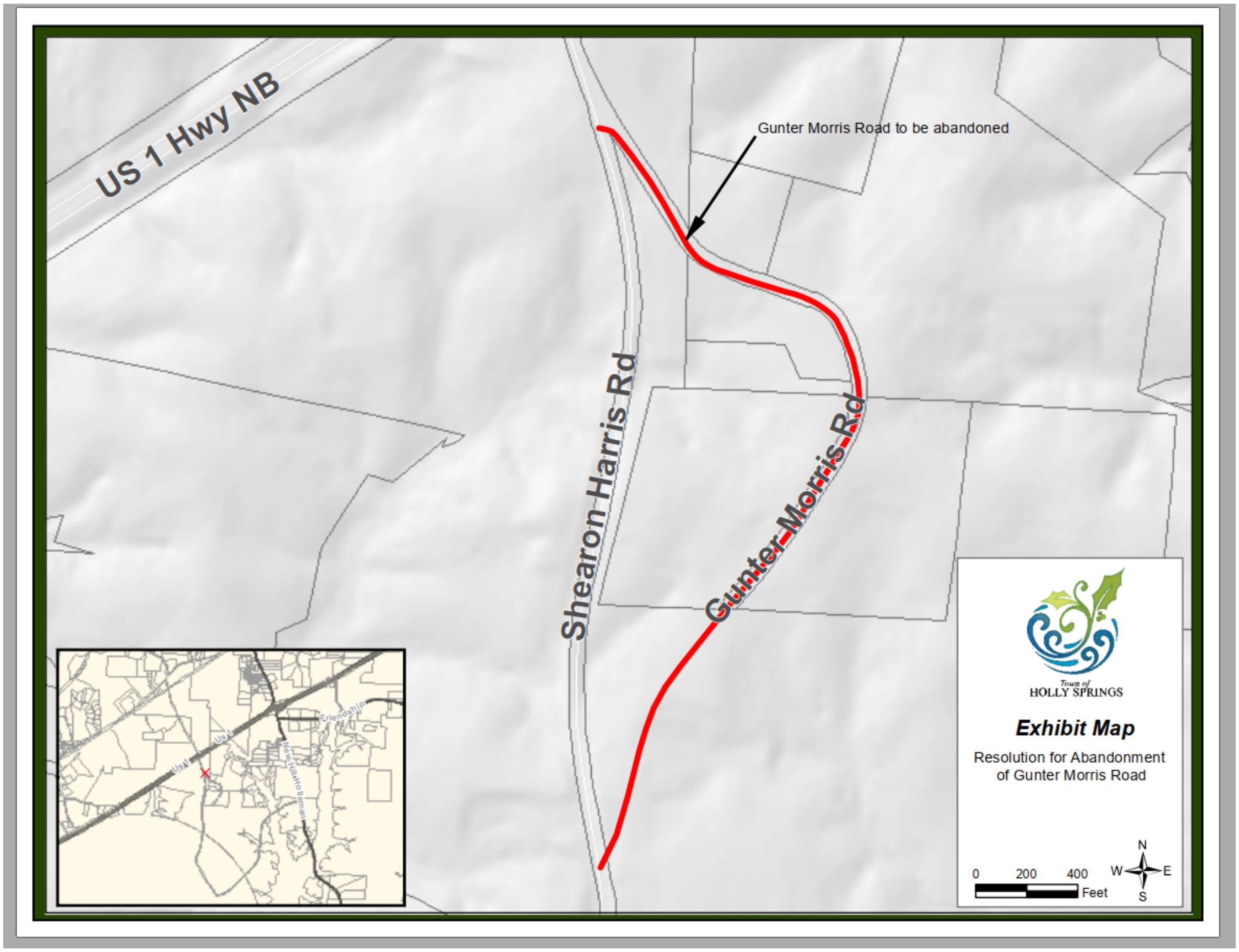
4. This Order shall take effect immediately.

**Adopted by the Holly Springs Town Council on this, the ___ day of _____, 2022.**

| | |
|---|---|
| **Town of Holly Springs by** | **ATTEST**: |
| ______________________________ | ______________________________ |
| Sean Mayefskie, Mayor | Linda McKinney, Town Clerk |

Exhibit A

[Map of Road Abandoned]


US 1 Hwy NB
Gunter Morris Road to be abandoned
Shearon Harris Rd
Gunter Morris Rd
Town of
HOLLY SPRINGS
Exhibit Map
Resolution for Abandonment
of Gunter Morris Road
0
200
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# Holly Springs Town Council

*Town Council Meeting Agenda Cover Sheet*

## Agenda Item#: 12.

**New Business**

**Title:** Fire Station #3 Design Services Contract & Reimbursement Resolution for Funding

**Strategic Priority Area:** Organizational Excellence
Responsible & Balanced Growth
Safe & Friendly

**Staff Resource:** Kimberly Keyes, Utilities and Infrastructure

**Action(s):**

- Adopt the Town Building Capital Project Ordinance (22-05) and Business Park Development Capital Project Ordinance (22-06).
- Award contract to ADW Architects in the amount of $587,950 for Fire Station #3 design services and provide project contingency funding in the amount of $100,000.
- Approve the Reimbursement Resolution, authorizing a later issuance of public funding to pay for these prior expenditures.

**Explanation:**

- The proposed fire station #3 site located on the south side of Woods Creek Road, at its intersection with Woodsfield Dead End Road within a +/-1,700-acre tract owned by Duke Energy Progress, LLC, will replace the existing Fire Station #3 located off of Friendship Road.
- The proposed station is a 13,000 SF, one-story, two-bay station with the opportunity for a future bay. The facility will consist of a decon room, kitchen and dining room, bedrooms, a laundry room, a workroom, and a touchdown space for the Holly Springs Police Department, etc.
- The new station will be located on a 4-8 acre site, depending on the appraisal. The site will consist of a stormwater control device, staff and visitor parking, and potentially a covered outdoor space for eating, etc.
- The proposed site places the fire station closer to residential areas such as 12 Oaks, Carolina Springs, and the new school development.
- The Town's Insurance Services Office (ISO) rating is dependent on response times and this would enhance our response times to these areas.
- The future road construction will provide connectivity and access to other areas of town.
- The anticipated full budget for this project is $11.2 million.

**Background:**

- The existing Fire Station #3, located along Friendship Road, was deemed necessary in 2008 when the Department of Insurance completed its ISO rating process for Holly

Springs.

- NC Department of Insurance allowed the Town to lease the current site located off of Friendship Road to function as a fire station temporarily, since a fire station must be within 6 miles from any property for said property to receive an insurance rating.
- The Town Building Capital Project Ordinance (22-05) funds all town building projects. This ordinance changes the total fund budget from the previously approved $2,623,053 to $13,643,317 for a net total increase of $11,020,264:
    - $11.2M, as presented at the 2022 Town Council Retreat, is being added to an anticipated Limited Obligation Bond (LOB) issuance to fund the construction of Fire Station #3.
    - This ordinance also reduces the fund by $179,736 in order to transfer these funds to the Business Park Development Fund.
- The Business Park Development Fund Capital Project Ordinance (22-06) funds projects in the business park. This ordinance increases the total fund budget from the previously approved $21,789,202 to $21,968,938 for a net total increase of $179,736:
    - The ordinance is increasing the fund by $179,736 in order to fund additional expenses related to debt issuance and contract services for expenses related to the Fujifilm Diosynth Biotechnologies economic development project.

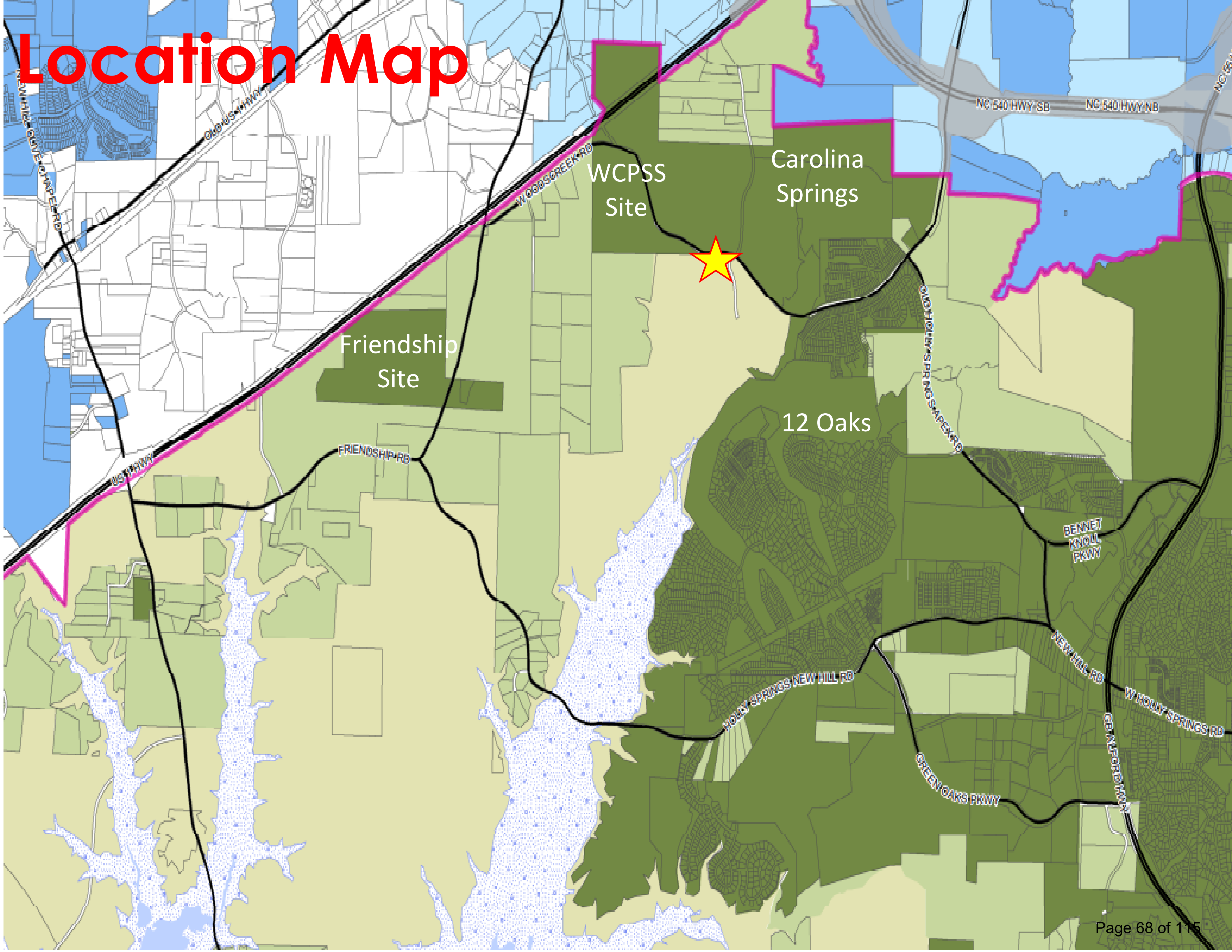
**Funding Source(s):**

- Town Building Capital Projects Fund

**Attachment(s):**

1. FS3 location map
2. Town Building Capital Ordinance 22-05
3. Business Park Capital Ordinance 22-06
4. ADW Fee Proposal 3-15-22
5. Reimbursement Resolution for HS Fire Station 3

# Location Map



**Ordinance No.** 22-05
**Date Submitted:** April 5, 2022
**Date Adopted:** April 5, 2022

## Town Building Capital Project Ordinance
## HOLLY SPRINGS, NORTH CAROLINA

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

**SECTION I:** The project authorized by this ordinance consists of construction of town buildings.

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

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

| Town Building Project Fund | |
|---|---|
| Expenditures: | |
| Town Buildings Projects | 13,643,317 |
| **Total** | **13,643,317** |

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

| Town Building Project Fund | |
|---|---|
| Revenues: | |
| Transfers In | 2,089,553 |
| Limited Obligation Bond | 11,553,764 |
| **Total** | **13,643,317** |

**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 April 5, 2022 in accordance with the laws of the State of North Carolina.

Adopted this, the 5th day of April 2022.

**Town of Holly Springs by**

______________________________

Sean Mayefskie, Mayor

**ATTEST**:

______________________________

Linda McKinney, Town Clerk

**Ordinance No.** 22-06
**Date Submitted:** April 5, 2022
**Date Adopted:** April 5, 2022

**Business Park Development Capital Project Ordinance**
**HOLLY SPRINGS, NORTH CAROLINA**

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

**SECTION I:** The project authorized by this ordinance consists of construction of business park improvements and development projects.

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

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

| Business Park Development Project Fund | |
|---|---|
| Expenditures: | |
| Business Park Development Projects | 21,968,938 |
| **Total** | **21,968,938** |

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

| Business Park Development Project Fund | |
|---|---|
| Revenues: | |
| Limited Obligation Bond | 21,259,202 |
| Transfers In | 679,736 |
| Interest Revenue | 30,000 |
| **Total** | **21,968,938** |

**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 April 5, 2022 in accordance with the laws of the State of North Carolina.

Adopted this, the 5th day of April 2022.

**Town of Holly Springs by**

______________________________

Sean Mayefskie, Mayor

**ATTEST**:

______________________________

Linda McKinney, Town Clerk

March 14, 2022

Kimberly A. Keyes
Facilities and Site Project Manager
Town of Holly Springs – Utilities and Infrastructure Department
128 S. Main St., Holly Springs, NC 27540

Re: Architectural and Engineering Services Revised Proposal for the new Fire Station #3

Dear Kimberly:

ADW Architects is pleased to provide you this revised proposal for Architectural and Engineering Services needed for your new Fire Station #3 project. We will provide Architectural and Engineering Basic Services as per the American Institute of Architects Standard Form of Agreement Between Owner and Architect B101-2017. The Services include Schematic Design, Design Development, Construction Documents, Bidding/Negotiation and Construction Contract Administration Services.

Site/Civil Engineering, Landscape Architecture and Professional Cost Estimating Services are not included as Basic Services in the B101-2017 Contract. They are considered Additional Services with an Additional Fee. We will modify the Contract such that we can include these Services with-in our Basic Services Fee.

This Fee is based on the design of a one-story, two-bay, +/-12,750 square foot Fire Station along with associated on-site site improvements and a construction cost of up to $5,220,000. The construction delivery method that will be used on this project is Design/Bid/Build.

Our Basic Services Lump Sum Fee for this project, including all Phases of work, would be $485,000. Our Basic Services Fee would be broken out as follows;

| | |
|---|---|
| Architectural Services | $ 340,200 |
| Structural Engineering | $ 22,000 |
| MEP & FP Engineering | $ 63,000 |
| Professional Cost Estimating | $ 6,300 |
| Civil Engineering & Landscape Architecture | $ 53,500 |

The following Services are not included in a Basic Services Contract. These Services will be provided as Additional Services. We have listed the corresponding Fees as follows;

| | |
|---|---|
| 1- Private sewer pump station and off-site sewer extension | $ 58,500 |
| Environmental impact permitting – off site sewer extension | $ 13,500 |
| Duke Energy operations campus coordination | $ 11,500 |
| Total | $ 83,500 |

*CLH Design, P.A. will provide these Services. See attached CLH proposal for more details.*

2- Irrigation Design $ 2,000

*CLH Design, P.A. will provide an irrigation performance specification and a site plan showing the areas to receive irrigation. These will be included in the construction documents and shall be included in the contractor's bid. The contractor will solicit a design from an irrigation designer. The design team and owner will review the irrigation design and provide any comments.*

3- Geotechnical Engineering Services

*Geotechnical Engineering Services will be provided by STEWART* $ 17,450
*See attached STEWART proposal for more details.*

Please note that we are providing Geotechnical Engineering Services as a convenience and pass-through to the Owner. ADW Architects has no training in this discipline, therefore we are not qualified to take on the liability for providing it.

The following Additional Services are also not included in a Basic Services Contract. These Services are optional and would only be provided if the Town requests them.

Furniture Design/Selection/Procurement Services hourly @ $115/hr.
*ADW will work with Town Staff if needed to design, select and procure the furniture & equipment for the Station.*

Our Fee Proposal summary is as follows;

| | |
|---|---|
| Basic Services Lump Sum Fee | $485,000 |
| Additional Services Lump Sum Fee | $102,950 |
| Total Lump Sum Fee | $587,950 |
| | |
| Additional Services for Furniture (if needed) $115/hr. | |

We would invoice for Basic Services monthly based on percentage completion of each of the following Phases;
Schematic Design – (15% of Fee)
Design Development – (20% of Fee)
Construction Documents – (35% of Fee)
Bidding – (5% of Fee)
Construction Administration – (25% of Fee)

If for any reason the project was to be canceled, the Town would only be responsible for the work completed to date.

Additional Services would also be invoiced monthly based upon percentage completion or hourly fee.

The following Project expenses would be considered reimbursable. They would be invoiced for only as needed, and they are not included in the Fee above.

- all drawing printing (process, permitting, construction)

- project manual printing (specifications)
- postage and handling of permitting and bid documents only
- newspaper ads for bidding
- mounting, foam core, etc. for owner requested presentation drawings
- FedEx or rush delivery
- regulatory application fees, filing fees, review fees, permit fees, etc.

Please note that we do not charge for mileage, meals, or any lodging required for the project.

The following Services need to be provided by the Town. They are typically not provided by the Design Team.

- Fire flow test data
- Independent construction materials & compaction testing (this could be added to our fee as a convenience and pass-through to the Owner and performed by a Consultant if you prefer)
- Special Inspections required by the NC Building Code (this could be added to our fee as a convenience and pass-through to the Owner and performed by a Consultant if you prefer)
- Security systems design (we will provide the design for conduit and j-box's and coordinate with Town's vendor)
- Audio / Video design (we will provide the design for conduit, j-box's and power and coordinate with Town's vendor)
- IT design (we will provide the design for conduit and j-box's and coordinate with Town's vendor)
- Radio Alerting design

The following Services are not included in the fee.

- fire pump design (needed only if water pressure is not sufficient)
- environmental assessments/engineering, impact statements
- flood studies
- traffic impact analysis, traffic studies, traffic signal design
- work related to any rezoning, conditional or special use permit or other similar requirements
- storm water control measure/BMP re-design work if General Contractor does not build these devices as per plans and specs.
- deep foundation design (only needed if geotechnical report finds soils unsuitable for standard spread footings)
- documented analysis of the Owner's use, storage and handling of hazardous materials
- Design Services for any off-site improvements that may be required by permitting Agencies, such as road widening, turn lanes, sidewalk/curb & gutter improvements, utilities extension, storm water improvements, easements, etc., other than listed above.
- fueling system design and engineering
- other design services not listed as Basic or Additional Services above

The Fee is based on the following Project Scope;

1- This Fee includes implementation of some basic Sustainable Design Principles, but not LEED Certification Design Services.

2- Professional Cost Estimating Services will include estimates at the end of the Schematic Design Phase and at the 50% completion of the Construction Documents Phase of the project.

3- The Fee is based on a 14-month construction duration. The Fee includes the following Construction Contract Administration site visits for the 14 month construction duration;
   Architectural – Site visits every two weeks when substantial work is being done on-site. These visits will include written reports with photographs of job progress.
   Site/Civil Engineering – up to 10 site visits during the 14 month construction duration
   Structural Engineering – up to 5 site visits during the 14 month construction duration
   MEP Engineering- up to 15 site visits during the 14 month construction duration

   If the construction duration exceeds the identified number of months, we can provide Construction Contract Administration Site Visits as Additional Services on an hourly basis, per site visit basis, or a mutually agreed upon lump sum fee.

4- This Fee includes meetings with Town Council to review the progress of the design, if needed. It also includes all Town/Design Team meetings needed throughout the Design Phases of the project.

5- The Design for all special systems, such as IT, CCTV, Security, Audio Visual, Radio Alerting, etc. will be provided by the Town of Holly Springs and/or through Vendors hired directly by the Town.

6- This Fee does not include any separate early permitting & bid packages, such as an early site & foundation package, early steel package, etc. that would be needed for a fast track design process.

7- Designer-led, basic Commissioning Services (2018 NCECC C408 Appendix-C1) will be provided by Optima Engineering with-in the Basic Services Fee. ($16,000)

Our Consultants would be as follows;

Site/Civil Engineering & Landscape Architecture
CLH Design, P.A.
400 Regency Forest Drive, Suite 120
Cary, NC 27518

Structural Engineering
STEWART
101 N. Tryon St., Suite 1400
Charlotte, N.C. 28202

Mechanical, Electrical & Plumbing Engineering
Optima Engineering
333 Fayetteville Street, Suite 311
Raleigh, N.C. 27601

Professional Cost Estimator
R. M. Rutherford & Associates, Inc.
3328 Mill Pond Road
Charlotte, N.C. 28226

Kimberly, we appreciate the opportunity to provide this revised proposal. If you have any questions or concerns, or if we have misinterpreted your needed scope of services, please do not hesitate to contact us. If everything looks good, please let us know and we will put together a draft of the AIA B101-2017 Contract for your review. We look forward to starting this exciting Project.

Sincerely,
**ADW Architects**

Jim Powell, AIA
Managing Principal
2815 Coliseum Centre Drive, Suite 500
Charlotte, NC 28217

Keith Carlyon
Keith Carlyon, AIA, NCARB, LEED AP
Senior Principal
2815 Coliseum Centre Drive, Suite 500
Charlotte, NC 28217

# CLH design, p.a.

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


## Fee Proposal

**Date:** March 11, 2022

**To:** Jim Powell, AIA – ADW Architects

**From:** Zak Pierce, ASLA, PLA, LEED AP – CLH Design, PA

**Re:** **PROPOSAL FOR PROFESSIONAL DESIGN SERVICES**
**HOLLY SPRINGS FIRE STATION #3 – HOLLY SPRINGS, NC**

Dear Jim:

We are pleased to provide you with this proposal for site/civil design and construction phase services associated with the proposed Holly Springs Fire Station #3 that will be located on the Duke Energy Operations campus south of the Woods Creek Road and Woodfield Dead End Road intersection.

There are several items associated with this project that are beyond the typical scope of designing and permitting a public safety station. The following items have been included in this fee proposal as additional services:

1. Private Sanitary Sewer Pump Station and Off-site Sanitary Sewer Extension
2. Environmental Impact Permitting for Off-site Sewer Extension
3. Duke Energy Operations Campus Coordination

The following items are <u>not</u> included in CLH design's scope of services but are required to complete the tasks in this proposal.

1. Geotech Report (Soil Borings, Seasonal High Water Table Borings, Infiltration Tests and grading and pavement Recommendations)
2. Hydrant Flow Test
3. Architectural Plans for Site Plan (Rendered Elevations, Materials Board, Floor Plans)
4. Site Lighting Plan by Duke Energy if the Town elects to lease the site lighting. If the Town wants to purchase the lights, the design team's Electrical Engineer shall design the lighting plan.
5. Property Recombination and Rezoning
6. Duke's Surveyor Consultant shall complete the following:
    a. Legal Description and Survey Documents required in the Rezoning Application
    b. Recombination Plat Creation and Recording
    c. New Utility Easements for Water and Sewer
    d. New Right of Way dedication for the proposed public road

Based on our understanding of the project as stated above, we propose the scope of services and fees outlined below.

## Scope of Services

1. Survey Conversion and Basic Site Investigation

    A. Develop a detailed checklist and sketch to identify a survey scope of work for use by the Owner in obtaining surveying proposals.

    *Note: The project survey (to be performed by others) should include the delineation and detailed location survey of any streams and wetlands in and adjacent to the proposed project limits. A qualified soil scientist should be employed by the Owner to perform a detailed delineation report and flagging of any wetlands and streams prior to the survey being performed. Wetland and stream delineation is not included in this proposal.*

    B. Convert boundary and topographic survey provided by the owner into useable base information for design. (AutoCAD format)
    C. Investigate physical and ordinance driven restrictions on development through review of the site, survey and local and state development ordinances.
    D. Proposal assumes the Duke Energy Operations Campus design team will perform the necessary sanitary sewer study that would include this fire station.

2. Schematic Design

    A. Develop a schematic site plan complying with program requirements and with regards to zoning, construction, general design restrictions.
    B. Provide recommendations of possible alternative site layouts should restrictive conditions be identified.
    C. Meetings:
        a. Attend up to three design meetings with Town staff and stakeholders.
    D. Schematic site plan will be single-line, black & white plan depicting the general layout of the new site improvements.
    E. Provide a presentation rendering of the schematic site plan.

3. Design Development

    A. Continue advancement of the site design and develop DD phase site plans based on the approved Schematic site plan and follow-up meetings with reviewing authorities.

    B. DD Phase deliverables will consist generally of the following:

        1. Existing Conditions/Demolition Plan
        2. Site Plan
        3. Grading and Drainage Plan
        4. Sediment & Erosion Control Plan
        5. Landscape Plan
        6. On-Site Utility Plan (Water & Sewer)
            a. *Note: It is assumed that domestic water and sanitary sewer will be served by new services extended from adjacent public mains.*
        7. Division 31-33 Technical Specifications.

4. Construction Documents - Civil/Site/Landscaping Design - Perform site design and develop construction plans and specifications for site improvements based on a schematic site plan approved by the owner. Our deliverables will consist generally of the following:

   A. Existing Conditions and Demolition Plan
   B. Staking Plan
   C. Grading and Drainage Plan
   D. Sediment and Erosion Control Plan
   E. Planting Plan
   F. Site and Planting Construction Details
   G. On-Site Utility Plans (Water & Sewer)
      a. *Note: It is assumed that domestic water and sanitary sewer will be served by new services extended from adjacent public mains.*
   H. Division 31-33 Technical Specifications.
   I. Updated opinion of probable construction cost for the site work.
   J. Updated presentation rendering of the site plan.

5. Permitting - Process, submit and track required site development permits and approvals consisting of the following and make revisions as required by reviewing authorities:

   A. Site Plan Approval – Town of Holly Springs
   B. Construction Plan Approval – Town of Holly Springs
   C. Water Service Permit - NCPWS (does not include extension of utility to site)
   D. Sanitary Sewer Service Permit – NCDEQ (does not include extension of utility to site)
   E. Erosion Control Permit by NCDEQ Land Quality Section
   *F. Assumes Woodfield Dead End Road will be a Town of Holly Springs road and <u>not</u> NCDOT.*

6. Bidding & Construction Phase Services

   A. Provide recommended earthwork-related allowance quantities and unit price definitions (such as rock, unsuitable soil, etc.) to the architect for inclusion in the project's bidding documents.
   B. Provide an AutoCad drawing file of the site plans to the architect for transmission to potential bidders if desired.
   C. Attend the pre-construction conference.
   D. Respond to questions from bidders.
   E. Review the Contractor's product submittals and shop drawings for compliance with the Construction Documents.
   F. Attend on-site construction conferences and observe construction activities during site work operations. Approximately 12 months of construction is assumed for this project with approximately 30 visits by CLH during that time. (We will not charge for any meetings resulting from errors or omissions on our part).
   G. Review Contractor payment requests and provide recommendations.
   H. Record drawings based on as-built survey provided by the contractor.
   I. Process, submit and track all necessary public utility and stormwater post-construction certifications required by the Town.

7. *Additional Service* – Private Sanitary Sewer Pump Station and Off-site Sanitary Sewer Extension

   A. Provide engineered design services and develop construction documents for the on-site private pump station and off-site sanitary sewer extension to the regional pump station to the west on the Woods Creek Elementary School site.

      1. *This scope does not include the negotiation of off-site easements or right-of-way acquisitions.*
      2. *It is assumed this pump station will be just for the fire station.*
      3. *It is assumed that this work shall be included with the on-site bid package.*

   B. Permitting: Process, submit and track required site development permits.

      1. Site Plan Review – Town of Holly Springs
      2. Construction Plan Review – Town of Holly Springs
      3. Sewer Extension Permit - NCDEQ

   C. Construction Administration:

      1. Respond to questions from bidders.
      2. Review the Contractor's product submittals and shop drawings for compliance with the Construction Documents.
      3. Attend on-site construction conferences and observe construction activities during site work operations. Approximately 15 visits by CLH are assumed. (We will not charge for any meetings resulting from errors or omissions on our part).
      4. Review Contractor payment requests and provide recommendations.
      5. Record drawings based on as-built survey provided by the contractor.
      6. Process, submit and track all necessary public utility and stormwater post-construction certifications required by the Town and NCPWS.

8. *Additional Service* – Environmental Impact Permitting for Off-site Sewer Extension

   A. The proposed route for the off-site sanitary sewer extension will require impact permits through the State and US Army Corps.

   B. This additional service will process, submit and track the required site impact permits.

9. *Additional Service* – Duke Energy Operations Campus Coordination

   A. Coordinate the proposed fire station site property lines. The exact location has not been determined at the time of writing this fee proposal.
   B. Attend up to fifteen (15) coordination meetings with Town of Holly Springs and Duke Energy.
   C. Provide up to five (5) exhibits showing conceptual property boundaries.
   D. Integrate the final boundary into the construction drawings of the Fire station.
   E. Provide the Owner's surveyor with a CAD file of the proposed easements for their use in generating the required plat and documents.
   *F. Additional scope within this task TBD.*

Professional Services in addition to those listed above may be provide at a negotiated lump sum additional fee.

## Fees

| Basic Lump Sum Services & Fees | | |
|---|---|---|
| **Service** | **Ref. Scope No.** | **Fee** |
| On-site Basic Design Services and Permitting | 1-5 | $37,450.00 |
| On-site Bidding and Construction Administration | 6 | $16,050.00 |
| **Sub-Total** | | $53,500.00 |

| Additional Services & Fees | | |
|---|---|---|
| **Service** | **Ref. Scope No.** | **Fee** |
| Private Sewer Pump Station and Off-site Sewer Extension | 7 | $58,500.00 |
| Environmental Impact Permitting - Off-site Sewer Extension | 8 | $13,500.00 |
| Duke Energy Operations Campus Coordination | 9 | $11,500.00 |

| Standard Hourly Rates | |
|---|---|
| Principal Engineer / Landscape Architect | $200.00 |
| Project Engineer / Landscape Architect | $170.00 |
| Project Designer | $150.00 |
| Construction Observation / Administration | $120.00 |

The following expenses are considered reimbursable and are <u>not</u> included in the above fees.

- All permitting fees and printing costs for permit submittals.

## Existing Site Information

It is our understanding that a report of subsurface conditions (soil report) and a complete boundary, topographic and wetland delineation survey (as applicable) will be provided by the owner. The soil report will include site grading, compaction, and pavement design recommendations along with seasonal high water table elevations in the general location of the proposed stormwater BMPs. The survey will be provided in AutoCAD format for use as a base map for design. In addition to all surface features, the site survey shall include the locations of all underground utilities.

## Excluded Services

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

- Construction Materials and Compaction Testing
- Cost Estimating
- Easement Negotiations
- Envir. Assessments or Impact Statements
- Flood Studies
- Gas / Fuel Facility Design
- Geotechnical Analysis
- Irrigation Design and Specifications
- LEED Design and Documentation
- Monumental Signage Design
- Off-Site Utility Extension Design
- Phasing Plans
- Public/Neighborhood Meetings
- Public Road Improvements
- Rainwater Reuse Design
- Retaining Wall/Structural Design
- Rezoning
- Sanitary Sewer Forcemain Design (Add Service)
- Special Use or Variance Applications
- Separate Bid Packaging
- Septic System or Pump Design
- Stream Buffer Impact Permitting
- Surveying/Recombination/Easement Mapping & Exhibits
- Termite Control Design
- Traffic Control Plans
- Traffic Studies
- Wetland and Stream Buffer Delineation
- All other services not specifically included or reasonably inferred from this proposal

## Payment

CLH design, p.a. will submit invoices monthly and a final invoice upon completion of Services. Past due amounts will be subject to service charges of 1% per month, beginning on the past due date.

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

## Acceptance

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

**Letter of Agreement Accepted for:** ______________________________

Signed: ______________________________

Name: ______________________________

Date: ______________________________

Best regards,
for CLH design, p.a.

Zak Pierce, ASLA, PLA, LEED AP
Vice President

STEWART

Raleigh – Geotech/CMT Lab
T 919.380.8750

5400 Old Poole Road
Raleigh, NC 27610

March 7, 2022

Keith Carlyon, AIA
ADW Architects
2815 Coliseum Center Drive
Suite 500
Charlotte, NC 28217

RE: **Town of Holly Springs Fire Station No. 3**
Woodfield Dead End Road
Holly Springs, North Carolina
Geotechnical Services Proposal

Dear Keith,

Stewart is pleased to submit this scope and fee proposal for a subsurface exploration and geotechnical engineering services in support of the design of the above-referenced project.

## PROJECT UNDERSTANDING

The new fire station will be a single-story steel framed structure on the apparatus side and load bearing studs with wood gage trusses for the remainder of the facility. The apparatus room will have two pull-through bays with load bearing CMU walls. We anticipate column loads of 50 kips and wall loads of 5 kips per foot.

Site improvements include heavy duty concrete aprons/driveways that provide access to the apparatus bays. A stormwater pond is planned for the northern portion of the 4.3± acre site. Off-site improvements will include realignment of Woodfield Dead End Road to connect the site to Woods Creek Road.

The site is currently undeveloped and heavily wooded. Access into the site will require clearing with heavy equipment.

## SCOPE OF SERVICES

Stewart proposes the following geotechnical scope of services:

### Field

Prior to beginning our subsurface exploration, Stewart will contact the NC One-Call Center to have public utilities in the area marked. State law requires that we allow 72 hours, starting the day after initiating a locate ticket, before performing borings. Please note that the One-Call locators only locate/mark to their meter. Location of any private utilities is the responsibility of the property owner, unless otherwise arranged.

It is our understanding that the project's survey firm will stake building corners and roadway center line for us to use as reference during layout/location of the borings. Concurrent to utility location, we will visit the site for reconnaissance and to document site conditions (including photographs). While onsite, we will place flags at the proposed test locations using the aforementioned survey stakes.

STEWART

To initiate the exploration phase, we will mobilize heavy equipment (mulcher) to clear paths into the site for drill rig access. Once utilities are marked and the pathways are complete, we will mobilize a geotechnical drill rig and crew to perform the requested **15 soil test borings** to evaluate the subsurface conditions. The borings are as follows:

Building.............................................................3 borings to depths of 20 feet
.............................................................1 boring to a depth of 45 feet (seismic)
Site....................................................................5 borings to depths of 10 feet
Roadway ............................................................6 borings to depths to 10 feet

Standard Penetration Testing (SPT) will be performed at four depths within the upper 10 feet of each boring and then at 5± feet on centers thereafter. If a boring encounters auger refusal above its planned exploration depth, it will be terminated at the refusal elevation. No rock coring is included in this scope. Immediately after drilling, all boreholes will be backfilled with soil for public safety. A bulk (bucket) sample of soil will be taken from the cuttings of one boring (cut area) for lab testing.

A seasonal high water table (SHWT) evaluation will be performed within the proposed footprint of the stormwater pond. The evaluation will extend to 8± feet below the current grade unless hand auger refusal is encountered at a shallower depth. We will also perform infiltration testing using Guelph permeameter in a shallow borehole (~12-24 inches deep) for the proposed stormwater pond. This testing will measure the soil's in-situ hydraulic conductivity to be used in pond design.

We are also including one add-service for consideration. The add-service would cover shear wave velocity (SWV) testing to collect additional data to arrive at the least conservative seismic site class. This add-service is performed independent of the main services previously described herein and thus can be completed at any time without additional mobilization charges.

Laboratory

The soil samples will be returned to our laboratory where visual-manual classification in general accordance with ASTM D2488 and logging of the soil samples will be performed by an experienced geotechnical professional. The soils will be stratified and classified based on apparent origin, color, consistency/density, USCS soil type, and relative moisture/water condition.

To aide in our engineering evaluation, we have included the following laboratory testing:

- Water content (as sampled), ASTM D2216 – 10 tests
- Atterberg limits, ASTM D4318 – two (2) tests
- Fines content (washed #200 sieve), ASTM D1140 – two (2) tests
- Compaction characteristics (Proctor), ASTM D698 – one (1) test

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Engineering & Reporting

The information collected in the field will be examined and organized by our geotechnical staff to formulate opinions and engineering recommendations for the planned development. Our geotechnical evaluation and report will include the following:

- General geologic overview of the subject site
- Soil conditions encountered and pertinent engineering properties
- Groundwater depth, if encountered at time of drilling
- SHWT, if encountered
- Hydraulic conductivity rate
- Suitable foundation system(s)
    - Minimum bearing depth
    - Soil bearing capacity
    - Settlement estimates (total and differential)
    - Passive earth pressure coefficient, soil unit weight, and base friction value
- Seismic site characterization (based on SPT N-values)
- Slab-on-grade design recommendations, including k-value
- Flexible and rigid pavement design
- Site grading/earthwork recommendations, including suitability of onsite soils for reuse and compaction guidelines
- Comments relating to adverse geotechnical conditions that could impact development, such as shallow refusal material, old fill, buried debris, groundwater, potentially expansive clays and/or any other conditions that are encountered.

**DELIVERABLES**

The deliverable will be a geotechnical engineering report discussing the bulleted topics above and will include boring logs, vicinity map, boring location diagram, and other readily available historical data utilized in our evaluation. The report will be provided digitally in Adobe Acrobat PDF-format unless hard copies are specifically requested.

**SCHEDULE**

Based upon our current schedule, Stewart proposes to initiate clearing and drilling on this project within three to four weeks of receiving notice to proceed. Clearing activities are estimated to require 1½ days. Drilling is also expected to take 1½ days to complete. In total, we expect that the engineering analysis, lab testing, and reporting can be completed in about six weeks.

**EXCLUSIONS**

The following items are excluded from the Scope of Services:

- Private utility location/marking
- Rock coring
- Identification of contaminated soil, hazardous/toxic material, or otherwise environmentally impacted soil, groundwater, or air
- Determining the presence or absence of wetlands.
- Restoration of ground surface in the event of rutting
- Replanting or reforestation of cleared pathways

STEWART

## RESPONSIBILITIES CLIENT OR OTHERS

It shall be the responsibility of the Client to provide the following items:

- Provide access to the site and individual test locations. Delays to field activities that are beyond our control, such as right-of-entry, security measures (e.g., gates, locked areas, etc.), on-site traffic interference, etc. may result in additional fees.
- Aid in obtaining information from all other consultants on the design team as needed to complete our tasks.
- Provide previous geotechnical exploration reports, construction testing records, or other such documents that would be beneficial during our evaluation.

## COMPENSATION

Stewart agrees to provide the geotechnical services as outlined herein for a lump sum fee of **$13,950**. Our fee will be billed monthly based on percentage of services complete. This proposal shall be valid for 60 days, after which we request an opportunity to revisit the scope and fee.

Add-service #1: Shear Wave Velocity (SWV) Testing ........................................................ $3,500
Perform SWV testing using the multi-channel analysis of surface waves (MASW) method in the area of the building pad. The SWV data will be used to establish the most appropriate seismic site class for the building's design.

## CONCLUSION

If this proposal is acceptable, inclusive of the General Conditions incorporated herein, please sign below and initial at the end of the General Conditions before returning the proposal to the undersigned. It is our corporate policy that no work can commence until this proposal is executed and returned, or other approved contract is in place.

Do not hesitate to contact us if you have any questions regarding our proposal. Please give us the opportunity to clarify any details of this proposal or to revise this proposal if it appears that we have misunderstood your needs.

Respectfully submitted by,
**STEWART**

Don Brown, PE, LEED AP
VP | Practice Leader
Geotechnical & Construction Services

Approved by:

Sign: ______________________________

Print: ______________________________

Title: ______________________________

Date: ______________________________

STEWART

**STEWART ENGINEERING, INC.**
**General Conditions**
**(as of March 1, 2022)**

## 1.01 *Standard of Care*

A. The standard of care of all professional services performed or furnished by Stewart under this Agreement will be performed with the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a reputable professional under similar circumstances practicing in the same or similar locality and shall conform to professional standards.

## 2.01 *Additions/Change to Scope of Services*

A. Change orders, whether reflecting a reduction or increase in contract price, shall be submitted to Stewart in writing and requires Stewart's written approval prior to services being performed.

## 3.01 *Payment*

A. *Invoices:* Invoices for Stewart's services shall be submitted, at Stewart's option, either upon completion of the phase of service or on a monthly basis. Invoices are due net 30 days. If Client fails to make any payment due Stewart for Services, extra services, or expenses within thirty (30) days after receipt of Stewart's invoice, then Stewart may, after giving three days written notice to Client, suspend Services under this Agreement until Stewart has been paid in full all amounts due for Services, extra services, expenses, and other related charges. Client waives any and all claims against Stewart for any such suspension.

B. *Payment:* As compensation for Stewart providing or furnishing Services and extra services, Client shall pay Stewart as set forth herein. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Stewart in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

## 4.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated for cause:

1. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Stewart for its Services shall constitute a substantial failure to perform and a basis for termination.
2. By Stewart:
    a. upon seven days written notice if Client demands that Stewart furnish or perform services contrary to Stewart's responsibilities as a licensed professional: or
    b. upon seven days written notice if Stewart's Services are suspended for more than 30 days for reasons beyond Stewart's control.

B. Stewart shall have no liability to Client on account of a termination for cause by Stewart.

STEWART

C. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 4.01.A.1 if the party receiving such notice begins, within three days of receipt of such notice, to correct its substantial failure to perform, proceeds diligently to cure such failure, and does cure such failure within no more than 14 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 14-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 30 days after the date of receipt of the notice.

D. The Agreement may be terminated for convenience by either party upon 14 days written notice.

E. In the event of any termination under Paragraph 4.01.D, Stewart will be entitled to invoice Client and to receive full payment for all Services and extra services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and extra services, Stewart's consultants' charges, if any, and any other reasonable costs incurred by Stewart as a result of such termination.

**5.01 *Indemnification and Insurance***

A. The Client shall indemnify and hold harmless Stewart and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) (collectively the "Claims") to the extend the Claims are proximately caused by a) Client's breach of contract, b) any negligent, reckless, or intentional act or omission of Client or Client's subcontractors, agents, or employees or c) any violation of applicable statutes or regulations by Client or Client's subcontractors, agents, or employees.

B. Stewart shall indemnify and hold harmless the Client and its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) (collectively the "Claims") to the extent the Claims are proximately caused by a) Stewart's breach of contract, b) any negligent, reckless, or intentional act or omission of Stewart or Stewart's subcontractors, agents, or employees or c) any violations of applicable statutes or regulations by Stewart or Stewart's subcontractors, agents or employees, subject to the limitation of liability provisions herein.

C. Stewart shall secure and endeavor to maintain professional liability insurance and commercial general liability insurance to protect Stewart from claims for negligence, bodily injury, death or property damage which may arise out of the performance of Stewart's services under this Agreement, and from claims under the Worker's Compensation Acts. Stewart shall, if requested in writing, issue certificates confirming such insurance to the Client.

**6.01 *Delay***

A. Should completion of any portion of the Services by Stewart be delayed, suspended, or impaired, through no fault of Stewart, then the time for completion of Stewart's Services, and the rates and amounts of Stewart's compensation, shall be adjusted equitably.

**7.01 *Instruments of Service***

A. All documents prepared or furnished by Stewart are instruments of service, and Stewart retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, subject to receipt by Stewart of full payment due and owing for all Services and extra services relating to preparation of the documents and subject to the following limitations:

1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Stewart, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Stewart;

2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Stewart, as appropriate for the specific purpose intended, will be at Client's sole risk;

3. Client shall defend, indemnify and hold harmless Stewart and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Stewart; and such limited license to Client shall not create any rights in third parties.

**8.01** ***Waiver of Consequential Damages***

A. To the fullest extent permitted by law, Client and Stewart waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.

**9.01** ***Limitation of Liability***

A. **STEWART AND CLIENT AGREE THAT STEWART'S (INCLUDING STEWART'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, AND EMPLOYEES) TOTAL LIABILITY TO THE CLIENT AND TO ANYONE CLAIMING BY, THROUGH, OR UNDER THE CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, COSTS, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, BY STATUTE, OR OTHERWISE, SHALL BE LIMITED TO $25,000.00 FOR PROJECTS WITH A TOTAL FEE UNDER $25,000.00 OR $250,000.00 FOR PROJECTS WITH A TOTAL FEE OVER $25,000.00.**

**10.01** ***Disputes***

A. Any disputes relating to or arising out of this Agreement or Stewart's Services shall be subject to mandatory mediation, which shall be a condition precedent to any form of binding dispute resolution. Client and Stewart shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions currently in effect and administered by counsel for the parties. A request for mediation shall be made in writing and delivered to the other party to the Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. The Parties shall select a mutually agreeable mediator for any such dispute and the Parties agree to split the mediator's costs evenly. The Parties may mutually agree to waive mediation.

If such matter relates to or is the subject of a lien arising out of Stewart's performance of services, Stewart may proceed in accordance with applicable law to comply with the lien notice or filing deadline prior to resolution of the matter by mediation or by binding dispute resolution.

B. Any disputes not resolved by mediation shall be subject to Arbitration administered in accordance with the Uniform Arbitration Act in effect in the State where the Project is located as of the date of this Agreement. If the State where the Project is located does not have a Uniform Arbitration Act, then it shall be administered in accordance with the American Arbitration Association.

C. This Agreement shall be governed by the laws of the State where the Project is located. The Parties agree that any dispute or other legal action relating to this Agreement shall be conducted only in the country where the Project is located unless otherwise agreed to by the Parties or provided by law.

**11.01** ***General Considerations***

A. Stewart shall not be responsible for any decision made regarding the construction contract requirements including but not limited to contractor means, methods, techniques, sequences, procedures of construction, any application, interpretation, clarification, or modification of the construction contract documents other than those made by Stewart or its consultants, any environmental hazards or pollutants at the Project site, or jobsite safety requirements.

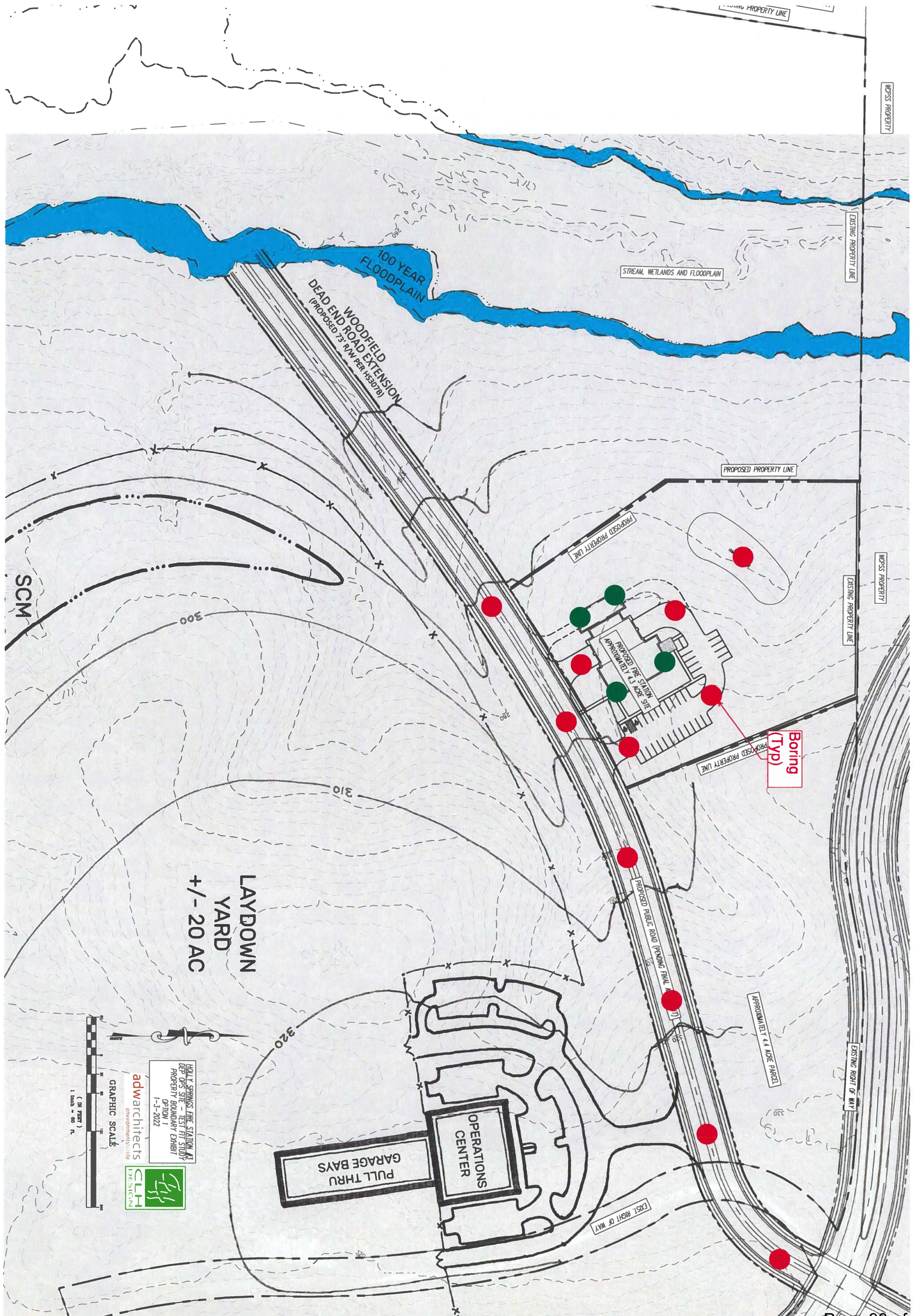
B. The Client shall not assign this Agreement without first obtaining the written consent of Stewart, and Stewart has no obligation to accept performance of this Agreement from anyone other than Client. Any purported assignment by Client in contravention of the terms of this Paragraph may be voided at Stewart's sole election. In the event Stewart provides written consent to an assignment, Client agrees that prior to the assignment Stewart shall be paid in full for all services performed up to the effective date of the assignment.

C. A party's non-enforcement of any provision in the Agreement shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or the remainder of this Agreement.

D. This Agreement (including any expressly referenced Contract and incorporated attachments) constitutes the entire agreement between Stewart and Client and supersedes all prior written or oral understanding. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Client Initials: ________


Proposed Fire Station #3
White Oak Creek
Woods Creek Rd
Woodfield Dead End Rd
Big Branch
Little Branch
Sage Oak Ln
Oaks End Dr
Ut


100 YEAR FLOODPLAIN
WOODFIELD DEAD END ROAD EXTENSION
STREAM, WETLANDS AND FLOODPLAIN
EXISTING PROPERTY LINE
WCPSS PROPERTY
PROPOSED PROPERTY LINE
SCM
300
310
320
PROPOSED FIRE STATION APPROXIMATELY 4.5 ACRE SITE
Boring (Typ)
LAYDOWN YARD +/- 20 AC
OPERATIONS CENTER
PULL THRU GARAGE BAYS
APPROXIMATELY 4.4 ACRE PARCEL
EXISTING RIGHT OF WAY
EXIST. RIGHT OF WAY
HOLLY SPRINGS FIRE STATION #3
DEP OPS SITE - TEST FIT STUDY
PROPERTY BOUNDARY EXHIBIT
OPTION 1
1-3-2022
adwarchitects
CLH DESIGN
GRAPHIC SCALE

THE TOWN OF

Holly Springs

**Resolution No.:** 22-
**Date Submitted:** April 4, 2022
**Date Adopted:** April 4, 2022

**REIMBURSEMENT RESOLUTION --**
**<u>FIRE STATION NO 3 FACILITY PROJECT</u>**

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

**<u>Section 1.</u>** The Town intends to undertake a project, advance its own funds to pay project costs, and then reimburse itself from financing proceeds for these early expenditures. The Finance Officer has advised the Council that it is desirable for the Council to adopt this resolution to document the Town's plans, in order to comply with certain federal tax rules relating to this type of reimbursement.

**<u>Section 2.</u>** The project is to construct a fire station known as Fire Station 3, including design, land acquisition, construction, and construction management of the fire station and other civil engineering work necessary for the site, together with the payment of related financing costs and other necessary or incidental costs.

**<u>Section 3.</u>** The Town intends to finance the project. The expected type of financing (which is subject to change) is limited obligation bonds. The expected maximum amount of bonds or other obligations to be issued or contracted for the project is $11,200,000.

**<u>Section 4.</u>** The Town intends that funds that have been advanced, or may be advanced, from the General Fund, or any other Town fund, for project costs will be reimbursed from the financing proceeds.

Adopted this, the 4th day of April, 2022

ATTEST:

Sean Mayefskie, Mayor

[x] Linda C. McKinney, Town Clerk

# Holly Springs Town Council

*Town Council Meeting Agenda Cover Sheet*

**Agenda Item#: 13.**

**New Business**

**Title:** Fiscal Year 2022-23 Strategic Plan

**Strategic Priority Area:** Economic Prosperity & Diversity
Engaged, Healthy, & Active Community
Organizational Excellence
Responsible & Balanced Growth
Safe & Friendly

**Staff Resource:** Corey Petersohn, Finance

**Action(s):**

Adopt the FY2022-23 Strategic Plan

**Explanation:**

- Following feedback and discussion at Council workshops and the 2022 Mayor and Town Council Retreat, staff presents the proposed FY2022-23 Strategic Plan for formal adoption.
- The Strategic Plan lays out the Mayor and Council's vision and top priorities for the community.
- The plan is divided into five strategic priority areas:
    - Economic Prosperity & Diversity
    - Engaged, Healthy & Active Community
    - Organizational Excellence
    - Responsible and Balanced Growth
    - Safe and Friendly
- This year's update includes:
    - Full update to the Engaged, Healthy, & Active Community strategic priority area
    - Edits to initiatives to provide more clarity
    - New initiatives related to the downtown area, employee recruitment, infrastructure planning and asset management, and police and fire professional accreditation.

**Background:**

- The strategic plan is a living document that is updated and adopted annually by Town Council in advance of the recommended budget for the upcoming fiscal year.
- The strategic plan provides the "roadmap" for the direction of the organization, which in turn guides development of the budget, policies, staff concentration areas, and communicates what is most important for advancing the quality of life in Holly Springs.

**Funding Source(s):**

N/A

**Attachment(s):**

1. FY2022-23 Strategic Plan - Clean
2. FY2022-23 Strategic Plan - Marked Up

# Town of Holly Springs
# Fiscal Year 2022-23 Strategic Plan

## Vision Statement

Holly Springs offer an unmatched quality of life that reflects the joys of small town living in a safe, family-friendly community that residents and businesses are proud to call home.

## Strategic Priority Areas

**Economic Prosperity & Diversity –** Holly Springs provides a climate where a wide variety of businesses thrive with economic opportunity for all.

**Engaged, Healthy & Active Community –** Holly Springs promotes fulfilling and rewarding lifestyles with abundant, healthy living options.

**Organizational Excellence –** Holly Springs is a leader in responsible government with a high-performing organization that meets the public service needs of its residents.

**Responsible and Balanced Growth –** Holly Springs will continue to plan for future infrastructure and support a quality, balanced mix of land uses, while preserving its small town charm, characteristics, and history.

**Safe and Friendly –** Holly Springs is one of the safest communities in North Carolina with a welcoming spirit and inviting atmosphere.

# Economic Prosperity & Diversity

## 1. Enhance, attract, and engage diverse economic development opportunities.

**Initiative 1.1:** Concentrate business recruitment efforts in the target industries of Wake County Economic Development, specifically Life Sciences, Advanced Manufacturing, IT & Technology, Clean Tech & Smart Grid and Corporate or Divisional headquarters.

**Initiative 1.2:** Pursue site-readiness programs and infrastructure investments to boost the attractiveness of the Town's strategic sites.

**Initiative 1.3:** Be a development resource to support, sustain, and grow small businesses, start-ups, and entrepreneurs.

## 2. Create a vibrant downtown center.

**Initiative 2.1:** Facilitate multi-modal accessibility to the downtown center, with an emphasis on walkability, pedestrian and bicycle safety.

**Initiative 2.2:** Enhance place-making in the downtown area through beautification, branding, and artistic elements.

**Initiative 2.3:** Explore interest and models for a Downtown Village District Business Consortium that provides an opportunity for the downtown business community to connect, collaborate, and liaise with the Town.

## 3. Seek partnerships to drive economic development.

**Initiative 3.1:** Proactively engage with the Holly Springs Chamber of Commerce, Wake County Economic Development, and other strategic business partners to promote the advantages and opportunities of doing business in Holly Springs.

**Initiative 3.2:** Attract business partners that support amateur sports, hospitality and leisure tourism activities.

**Initiative 3.3:** Connect strategic partners in the development community that facilitate life science, laboratory, and industrial flex space to support growing demand.

# Engaged, Healthy & Active Community

## 1. Develop comprehensive parks and recreation amenity offerings to include a variety of parks, greenways, and recreation facilities.

**Initiative 1.1**: Prioritize recommended park improvements from the Sugg Farm and Mims Park concept plans and pursue amenity construction at each location.

**Initiative 1.2**: Advance design and construction of the Cass Holt Rd Park to build the first park in Holly Springs west of Hwy 55.

**Initiative 1.3**: Complete Arbor Creek / Middle Creek and Utley Creek – Phase 1 greenways to establish significant connections between neighborhoods and downtown. Finalize Utley Creek Phase 2 greenway alignment.

**Initiative 1.4**: Begin design and construction planning to complete the Jones Park Connector, Ting Park Connector, and Middle Creek to Camp Branch Greenway segments to enhance connectivity of the greenway network.

**Initiative 1.5**: Invest in playground safety surfacing, sunshade structures, and other amenity features in our parks and along our greenways.

## 2. Build partnerships to complement a board offering of events and programming.

**Initiative 2.1**: Establish a formal volunteer program to provide assistance at town program events, special service days, and town volunteer efforts.

**Initiative 2.2**: Leverage mutually-beneficial partnerships to provide additional events and offerings to complement existing offerings by the Town.

**Initiative 2.3**: Offer at least two events per year that educate, celebrate or feature multi-cultural, diversity, and inclusion efforts.

## 3. Provide a parks and recreation model with sustainable financial cost recovery policies.

**Initiative 3.1**: Analyze the cost of service for functional areas and develop a policy for cost recovery goals.

**Initiative 3.2**: Establish a funding strategy to advance priority park and greenway investments, including opportunities to leverage public-private partnerships.

**Initiative 3.3**: Align with regional planning and connectivity goals to enhance competitiveness in applying for grants from regional, county, state, and federal sources for greenway and park development funding support.

## 4. Protect natural resources and provide healthy opportunities for generations to enjoy.

**Initiative 4.1**: Enhance sustainable operation and maintenance practices at parks and recreation facilities.

**Initiative 4.2**: Install informational signage to bring community awareness to the unique natural resource areas throughout town.

**Initiative 4.3**: Provide educational resources and materials to residents of the physical, social, and mental health benefits of outdoor activities and active lifestyles.

# Organizational Excellence

## 1. As an employer of choice, we will retain and recruit a highly skilled workforce.

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## 2. Leverage technology and innovative business approaches to enhance customer service and improve business efficiencies.

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**Initiative 3.1:** Expand reach and integration of public safety and other town messages across various communication platforms such as print, social media, website, and other public engagement formats.

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## 4. Ensure financial stewardship.

**Initiative 4.1:** Update and apply financial best management practices such as internal controls, budgetary enhancements, and asset management.

**Initiative 4.2:** Enhance financial metrics and policies to achieve credit rating upgrades that in turn lead to the lowest borrowing costs for taxpayers.

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# Responsible and Balanced Growth

## 1. Plan, maintain, and invest in sustainable and resilient infrastructure.

**Initiative 1.1:** Design and construct the Main St. right turn lane, NC55 Bypass right turn lane, Avent Ferry Rd realignment, and Holly Springs Rd. Phase II bond projects.

**Initiative 1.2**: Develop guidelines for the application of sustainable and resilient practices for new town facilities and capital infrastructure.

**Initiative 1.3**: Develop a coordinated long-range master plan for water, wastewater, reclaimed, and stormwater systems.

**Initiative 1.4**: Manage Town assets to ensure the long-term sustainability and optimal efficiency of water, wastewater, and stormwater services.

## 2. Support land use planning and policies that provide for sustainable and economic growth while balancing small town characteristics.

**Initiative 2.1:** Pursue a residential/non-residential tax base ratio of 70%/30%.

**Initiative 2.2**: Achieve SolSmart silver community designation.

## 3. Establish sustainability and resiliency practices that balance the protection and preservation of historical and environmental assets with fiscal and operational efficiency.

**Initiative 3.1:** Complete action plan and protocols for implementation of sustainability and resiliency practices in fleet management, solid waste, and facility maintenance energy efficiency.

**Initiative 3.2:** Pursue local and state tools, resources, legislation and policies that enhance historical preservation efforts.

**Initiative 3.3:** Invest in reclaimed water utilization efforts to enhance conservation of natural resources.

**Initiative 3.4:** Develop a water, sewer and reclaimed asset management plan to ensure system integrity and identify needed maintenance and investments to handle future growth.

**Initiative 3.5**: Engage staff and community partners to increase awareness and understanding of sustainability opportunities and practices.

## 4. Partner with neighbors to promote smart regional infrastructure investments.

**Initiative 4.1:** Support an efficient and connected local and regional multi-modal transportation system through engagement on projects including the I-540 Southeast Extension and Wake Transit Plan.

**Initiative 4.2:** Secure funding partnerships for transportation, water, wastewater, and stormwater infrastructure that leverages regional opportunities for investments.

**Initiative 4.3:** Engage with Wake County, and other organizations as necessary, to promote best practices of waste management at the South Wake Landfill.

## 5. Leverage Town and regional partners to mitigate resident housing displacement from NCDOT and Town infrastructure projects.

**Initiative 5.1:** Support the Wake County Department of Housing Affordability and Community Revitalization's efforts to increase housing options on County-owned property north of Ting Park.

**Initiative 5.2:** Pursue partnerships with non-profit and private organizations to create affordable options.

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**Initiative 5.4:** Conduct a Housing Study (with a complimentary Citizens Affordable Housing Committee) to analyze the Town's housing composition, strengths, challenges, gaps, and potential courses of action.

# Safe & Friendly

## 1. Maintain the Town's high level of public safety.

**Initiative 1.1:** Promote a community-policing philosophy with an emphasis on building "organic" partnerships and unique approaches to meet community needs; and ensure law enforcement personnel are visible and able to interact with residents, visitors and business owners on a regular basis.

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**Initiative 1.6:** Complete a Fire Department organizational self-assessment and draft a department strategic plan in preparation for seeking accreditation from the Center for Public Safety Excellence.

## 2. Plan for adequate public infrastructure that promotes a safe community.

**Initiative 2.1:** Deploy pedestrian safety devices and traffic control measures to enhance pedestrian and bicycle safety.

**Initiative 2.2:** Design a network for an innovative and intelligent transportation system with NCDOT.

## 3. Cultivate a creative and friendly atmosphere that is welcoming to all cultures and the diversity of our residents and visitors.

**Initiative 3.1:** Enhance citizen engagement and outreach events for police and fire.

**Initiative 3.2:** Identify innovative and receptive approaches to engage communities that are traditionally underserved.

**Initiative 3.3:** Develop policies, procedures, and/or mitigation strategies for management of property nuisance abatement.

# Town of Holly Springs

# Fiscal Year 2022-23 Strategic Plan

## Vision Statement

Holly Springs offer an unmatched quality of life that reflects the joys of small town living in a safe, family-friendly community that residents and businesses are proud to call home.

## Strategic Priority Areas

**Economic Prosperity & Diversity –** Holly Springs provides a climate where a wide variety of businesses thrive with economic opportunity for all.

**Engaged, Healthy & Active Community –** Holly Springs promotes fulfilling and rewarding lifestyles with abundant, healthy living options.

**Organizational Excellence –** Holly Springs is a leader in responsible government with a high-performing organization that meets the public service needs of its residents.

**Responsible and Balanced Growth –** Holly Springs will continue to plan for future infrastructure and support a quality, balanced mix of land uses, while preserving its small town charm, characteristics, and history.

**Safe and Friendly –** Holly Springs is one of the safest communities in North Carolina with a welcoming spirit and inviting atmosphere.

# Economic Prosperity & Diversity

## 1. Enhance, attract, and engage diverse economic development opportunities.

**Initiative 1.1:** Concentrate business recruitment efforts in the target industries of Wake County Economic Development, specifically Life Sciences, Advanced Manufacturing, IT & Technology, ~~and~~ Clean Tech & Smart Grid and Corporate or Divisional headquarters.

**Initiative 1.2:** Pursue site-readiness programs and infrastructure investments to boost the attractiveness of the Town's strategic sites.

**Initiative 1.3:** ~~Host a collaboration event for local entrepreneurs in conjunction with WRAL Techwire to build business partnerships and showcase opportunities in Holly Springs.~~

***(Moved from Initiative 2.2)*** Be a development resource to support, sustain, and grow small businesses, start-ups, and entrepreneurs~~, and artisans that provide unique experiences and products~~.

## 2. Create a vibrant downtown center.

**Initiative 2.1:** Facilitate multi-modal accessibility to the downtown center, with an emphasis on walkability, pedestrian and bicycle safety.

~~**Initiative 2.2**: Be a development resource to small businesses, start-ups and artisans that provide unique experiences and products.~~ ***(Moved to Initiative 1.3)***

**New Initiative 2.2**: Enhance place-making in the downtown area through beautification, branding, and artistic elements.

**Initiative 2.3:** Explore interest and models for a Downtown Village District Business Consortium that provides an opportunity for the downtown business community to connect, collaborate, and liaise with the Town.

## 3. Seek partnerships to drive economic development.

**Initiative 3.1:** Proactively engage with the Holly Springs Chamber of Commerce, Wake County Economic Development, and other strategic business partners to promote the advantages and opportunities of doing business in Holly Springs.

**Initiative 3.2:** Attract business partners that support amateur sports, hospitality and leisure tourism activities.

**Initiative 3.3:** Connect strategic partners in the development community that facilitate life science, laboratory, and industrial flex space to support growing demand.

# Engaged, Healthy & Active Community

## ~~1. Improve, expand, and seek partnerships for recreational and cultural opportunities.~~

~~**Initiative 1.1:** Expand community events and programs at Ting Park, and other Town amenities, by strengthening relationships with local and regional sports, recreational, and cultural organizations.~~

## ~~2. Plan, design, build, and maintain a comprehensive system of sustainable facilities, greenways, and park spaces to high standards, providing attractive places that people use and enjoy.~~

~~**Initiative 2.1:** Expand parks, greenways and open space through the implementation of the remaining 2011 Parks and Recreation Bond.~~

~~**Initiative 2.2:** Increase equitable access to park facilities, amenities, greenways and open space and ensure new development serves the needs of the Town's diverse and growing population.~~

## ~~3. Develop community events and programs that ensure wide appeal of activities for residents.~~

~~**Initiative 3.1:** Enhance inclusivity of educational/recreational program opportunities for populations such as seniors, teens, as well as people of all abilities and economic means.~~

## 1. (NEW) Develop comprehensive parks and recreation amenity offerings to include a variety of parks, greenways, and recreation facilities.

**New Initiative 1.1**: Prioritize recommended park improvements from the Sugg Farm and Mims Park concept plans and pursue amenity construction at each location.

**New Initiative 1.2**: Advance design and construction of the Cass Holt Rd Park to build the first park in Holly Springs west of Hwy 55.

**New Initiative 1.3**: Complete Arbor Creek / Middle Creek and Utley Creek – Phase 1 greenways to establish significant connections between neighborhoods and downtown. Finalize Utley Creek Phase 2 greenway alignment.

**New Initiative 1.4**: Begin design and construction planning to complete the Jones Park Connector, Ting Park Connector, and Middle Creek to Camp Branch Greenway segments to enhance connectivity of the greenway network.

**New Initiative 1.5**: Invest in playground safety surfacing, sunshade structures, and other amenity features in our parks and along our greenways.

## 2. (NEW) Build partnerships to complement a board offering of events and programming.

**New Initiative 2.1**: Establish a formal volunteer program to provide assistance at town program events, special service days, and town volunteer efforts.

**New Initiative 2.2**: Leverage mutually-beneficial partnerships to provide additional events and offerings to complement existing offerings by the Town.

**New Initiative 2.3**: Offer at least two events per year that educate, celebrate or feature multi-cultural, diversity, and inclusion efforts.

## 3. (NEW) Provide a parks and recreation model with sustainable financial cost recovery policies.

**New Initiative 3.1**: Analyze the cost of service for functional areas and develop a policy for cost recovery goals.

**New Initiative 3.2**: Establish a funding strategy to advance priority park and greenway investments, including opportunities to leverage public-private partnerships.

**New Initiative 3.3**: Align with regional planning and connectivity goals to enhance competitiveness in applying for grants from regional, county, state, and federal sources for greenway and park development funding support.

## 4. (NEW) Protect natural resources and provide healthy opportunities for generations to enjoy.

**New Initiative 4.1**: Enhance sustainable operation and maintenance practices at parks and recreation facilities.

**New Initiative 4.2**: Install informational signage to bring community awareness to the unique natural resource areas throughout town.

**New Initiative 4.3**: Provide educational resources and materials to residents of the physical, social, and mental health benefits of outdoor activities and active lifestyles.

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## 2. Support land use planning and policies that provide for sustainable and economic growth while balancing small town characteristics.

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**COMPLETED Initiative 2.2:** Update and align UDO regulations to the new Future Land Use and Community Character Plan.

**Initiative 2.3**: Achieve SolSmart silver community designation.

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**Initiative 3.1:** Complete action plan and protocols for implementation of sustainability and resiliency practices in fleet management, solid waste, and facility maintenance energy efficiency.

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**Initiative 1.3:** Invest in data-driven, geo-based and analytical policing strategies to develop a more technologically advanced approach to crime prevention and investigations.

**COMPLETED Initiative 1.4:** Increase capability for law enforcement officers to provide basic, immediate medical support of EMS and Fire personnel, when first on scene.

**New Initiative 1.4:** Apply for Police Department CALEA accreditation, recognizing commitment to professional policing and national best practices and standards.

**Initiative 1.5:** Develop multi-disciplinary approaches and partnerships to address social, physical and mental health issues with the goal of interrupting recurring cycles and making appropriate referrals to organizations with subject matter expertise.

**Initiative 1.6:** ~~Begin planning for future fire department facilities using historical response trends, modeling, and long-range community growth projections.~~ Complete a Fire Department organizational self-assessment and draft a department strategic plan in preparation for seeking accreditation from the Center for Public Safety Excellence.

## 2. Plan for adequate public infrastructure that promotes a safe community.

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