



Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of June 7, 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.

RECOGNITIONS

5. Juneteenth Proclamation

CONSENT AGENDA

6. Approve the minutes of the May 10, 2022 workshop meeting and the May 17, 2022 business meeting.
7. Utle Creek Substation, Voluntary Annexation A22-03
8. Sole Source Purchase of three (3) New Way Rotopac 14 yard waste refuse collection bodies and approve purchase of (3) CCC LET2-26 low entry truck chassis on state contract.

PUBLIC HEARINGS

9. 7511 Woods Creek Road Annexation & Rezoning - Legislative Hearings

NEW BUSINESS

10. Fiscal Year 2022-23 Operating and Community Investment Plan Budget Adoption

OTHER BUSINESS

MANAGER'S REPORT

CLOSED SESSION -

ADJOURNMENT

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

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



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 5.

Recognitions

Title: Juneteenth Proclamation

Strategic Priority Area: Safe & Friendly
Economic Prosperity & Diversity

Staff Resource: Mayor Mayefskie

Action(s):

Proclaim June 19, 2022 as Juneteenth in Holly Springs

Explanation:

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

Background:

- President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863, which freed enslaved people.
- The 13th Amendment to the Constitution, abolishing slavery, was ratified on December 6, 1865.
- African-Americans in Galveston, TX adopted June 19, 1866 as Juneteenth in celebration of the news of the Emancipation Proclamation reaching their community.
- Since 1866, the celebration has spread throughout the United States.

Funding Source(s):

N/A

Attachment(s):

1. Juneteenth Proclamation

Town of Holly Springs



A Proclamation By The Mayor

Juneteenth 2022

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

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

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

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

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

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

NOW, THEREFORE, I, Sean Mayefskie, Mayor of the Town of Holly Springs, North Carolina, am hereby honored to declare June 19, 2022 as

Juneteenth

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

Presented this 19th day of June, 2022

IN WITNESS WHEREOF, I have
Hereunto set my hand and caused the Seal of
the Town of Holly Springs, North Carolina
To be affixed on this 19th day of June, 2022

Sean Mayefskie, Mayor



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Consent Agenda

Title: Approve the minutes of the May 10, 2022 workshop meeting and the May 17, 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 May 10, 2022 and the business meeting held May 17, 2022.

Explanation:

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

Background:

Funding Source(s):

N/A

Attachment(s):

1. 5.10.22 minutes - DRAFT
2. 5.17.22 minutes - DRAFT



MINUTES

The Holly Springs Town Council met in a workshop session on Tuesday, May 10, 2022 in the Council Chamber and via livestreaming. Mayor Mayefskie presided, calling the meeting to order at 6:00 p.m. A quorum was established as the Mayor and four Councilmembers were present as the meeting opened.

Council Members Present in the room: Mayor Sean Mayefskie, Mayor Pro Tem Dan Berry, Councilmen Aaron Wolff and Tim Forrest and Councilwoman Krisit Bennett

Council Members Present via electronic means: Councilman Shaun McGrath

Council Members Absent: none.

Staff Members Present in the room: Randy Harrington, Town Manager; Linda McKinney, Town Clerk (recording the minutes); Daniel Weeks, Assistant Town Manager; Scott Chase, Assistant Town Manager; John Schifano, Town Attorney; Jeff Wilson, Director, IT; Mathew Mutter, IT; Kendra Parrish, Executive Director of Utilities and Infrastructure; Corey Petersohn, Budget and Strategic Planning; Antwan Morrison, Director, Finance; Paul Liquorie, Police Chief; LeRoy Smith, Fire Chief; LeeAnn Plumer, Director, Parks and Recreation; Paige Scott, Director of Public Works; John Mullis, Public Works; Cassie Hack, Director, Communications and Marketing; Irena Krstanovic, Director, Economic Development.

Staff Members Present via electronic means: Chris Hills, Director of Development Services

2. Recommended Budget Presentation

Randy Harrington, Town Manager, said the purpose of this meeting was to present the recommended 2022-2023 Operating and Community Investment Plan Budget. He said that he would give an overview, some highlights from the Operating Budget and the Community Investment Plan, and make other recommendations. He said that this budget proposes a significant investment in and commitment to recruiting and retaining a talented workforce in a challenging labor market. It includes 28 new staff positions to serve population growth, development related work demand, and to run town business support operations. The focus is on updating service models and customer experiences with examples like the new yard waste collection, the creation of a Customer Care Center for service needs and inquiries, and Parks and Recreation events and activities, and park and playground amenities. The budget does not propose a property tax change.

Mr. Harrington outlined how this proposed budget supports Council's strategic plan, and responds to top community priorities revealed through the Community Survey. He pointed out some highlights of the results of that survey, and how the proposed budget would address them. He said that Holly Springs has had an amazing year with numerous groundbreakings and openings. He compared the growth of the Town to the growth in full-time employees.

Mr. Harrington showed graphically where Town revenues come from, and where the money is spent. He showed how the Operating Budget is divided into six funds and explained how that worked. Next, he outlined proposed new operating expenditures by fund and by the strategic priority area that they support, and showed how the Community Investment Plan highlights support all five strategic priorities.

Mr. Harrington discussed operating budget highlights that will enhance everyday life. To recruit and retain a talented workforce, the budget implements the recommendations of the Pay and Classification Study, which will ensure market competitiveness. Employee adjustments between 0-6% based on performance are included also. Health insurance was rebid and the Town will join NC Health Insurance Pool to increase economies of scale and to reduce the proposed increase. Employees will have a new option for a high deductible/lower cost option to increase affordability for family insurance coverage. Also proposed is a tuition reimbursement increase to \$1,500 per year. He then showed a video of town employees who discussed their jobs with the town.

Mr. Harrington said he is proposing two new positions in the Parks and Recreation Department that will focus on recreational activities and events programming. Special Event Funding is included to expand our multi-cultural event offerings and management structure will be realigned to create two assistant director roles, one focused on Programs and Events, and the other on Operations and Facilities. He said the Office of Customer Care (OCC) would simplify customer service by serving as a single source for residents and businesses to inquire about Town service requests and questions. The OCC would have four team members, two new positions and two relocated staff and is anticipated to launch in the spring of 2023.

Mr. Harrington outlined the benefits of the new yard waste collection model and said this budget funds the new equipment, carts, free drop-off center, and community outreach. He said that the recent Community Satisfaction Survey noted management of traffic as the most important thing the Town should focus on in the coming year. Two new traffic unit officers are proposed to help address neighborhood speeding and assist with other traffic safety needs. The budget would also provide access to mental health wellness services for officers who are exposed to human tragedy and crisis. And the budget will fund the replacement of a 2001 ladder truck.

The proposed budget also includes investments that build a great community. Mr. Harrington said that these include public facilities such as Fire Station 3, the Operations Campus Phase 1, and Americans with Disabilities Act improvements to town facilities and other public infrastructure. It includes funding for improvements to Parks and recreation facilities such as renovating the Hunt Center Lobby Area, constructing amenities at Sugg Farm Park per the Sugg Farm Master Plan, and improving Mims Park Trails and signage per the Mims Park Master Plan. It includes funds for planning and designing the new park at Cass Holt Road, and rehabilitating playing surfaces and structures at Womble and Jones parks, along with installation of benches and play area shading at Womble Park. He showed where these investments were located across all areas of town.

Mr. Harrington said that transportation improvements include Intelligent Transportation System Phase III software to help manage and monitor traffic congestion. Transportation Bond projects are underway including major improvements to Holly Springs Road, and final design continues on Main Street right turn lane, Avent Ferry Road realignment and NC 55 right turn lane. He said that since Council has prioritized road widening enhancements for Holly Springs Rd. between NC55 and Flint Point Lane, this budget recommends beginning to set aside funds for future investments along Holly Springs Road central and west areas.

Mr. Harrington said that safe adequate water is necessary for a thriving community. Water, sewer, and stormwater priorities include securing our future water supply, upgrading the Utley Creek Water Reclamation Facility, and master planning to ensure a safe and available water supply for the future. This is a long-term effort, whose results will be felt for decades to come.

Mr. Harrington showed the sales tax projections and how, since FY21, the rate of increase has increased significantly. He showed how total property valuation jumped in 2021 due to being a year of revaluation, and has continued to rise, with a projection of around \$7.4 billion for FY23. He said that comparing Holly Springs to Wake County and the other municipalities within the county, Holly Springs' property tax rates are below the county average.

He said the proposed water and sewer rates will better match industry best practices and more fairly allocate access fee charges, and the system development fee will modernize and rebalance the cost-share of development between new and existing utility customers. He discussed the new access fees, which are proportionate to the size of the meter. He said the new System Development Fee is still lower than that allowed by statute, but moves to a more sustainable burden on current rate payers. He said the typical Holly Springs residential bill is 7-9% lower than the median bill for other utility customers within a radius of 50 miles, 100 miles, and statewide.

Mr. Harrington outlined the 28 new recommended positions included in the proposed budget. He gave a brief summary of how American Rescue Plan Act funds would be used.

In conclusion, Mr. Harrington outlined the fee adjustments for a typical residence in this budget, and the taxes and fees together for a home valued at \$100,000, \$362,684, or \$500,000. The typical homeowner will experience a \$2.57 per month increase for utilities.

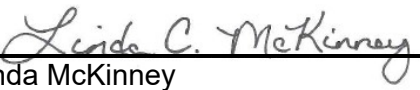
Mr. Harrington summarized the key takeaways in the proposed budget, and said that next steps include the budget Public Hearing on May 17th, the Council's budget workshop on May 24th, and adoption of the budget on June 7th. He gave the public contact information to view the proposed budget.

3. Closed Session: none.

4. Adjournment:

Motion to adjourn was made by MPT Berry seconded by Council member Forrest and passed with a unanimous vote. The May 10, 2022 workshop meeting of the Holly Springs Town Council was adjourned at 6:48 pm.

Respectfully Submitted on Tuesday, June 7, 2022.



Linda McKinney
Town Clerk



MINUTES

The Holly Springs Town Council met in regular session on Tuesday, May 17, 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, Kristi Bennett, and Timothy Forrest.

Council Members Present by Electronic Means: Council member Shaun McGrath was present until 8:24, at which point he lost his internet connection.

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*; LeeAnn Plumer, *Director, Parks & Recreation*; Adam Huffman, *Parks & Recreation*; Chris Hills, *Director, Development Services*; Sean Ryan, *Development Services*; Cheryl Caines, *Development Services*; Paige Scott, *Director, Public Works*; Irena Krstanovic, *Director, Economic Development*; Kendra Parish, *Executive Director of Utilities and Infrastructure*; Sara Emig, *Utilities and Infrastructure*; Rachel Ingham, *Utilities and Infrastructure*; Terry Hudnett, *Holly Springs Police Department*; Corey Petersohn, *Administration*; Cassie Hack, *Director, Communications*; Kathy White, *Deputy Clerk*.

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

4. Agenda Adjustment: The May 17, 2022 meeting agenda was adopted with changes, if any, as listed: remove Item 10, Utility Asset Management to a future meeting.

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: none
The following comments were received in person: none

RECOGNITIONS

5. Holly Springs High School Women's Soccer – SWAC 4A League Champions

Adam Huffman, Parks and Recreation, introduced Todd Lowe, announcer for the Holly Springs High School Women's Soccer team. Mr. Miller said that the team won the Southwest Wake Athletic Conference 4A League Championship. He called the team up and they were recognized for their achievement.

6. National Public Works Week

Paige Scott, Director of Public Works, said that May 15 - 21 is Public Works Week. She said that 1/3 of Town Staff, across multiple departments are public works professionals. The theme this year is "Ready and Resilient." Public Works employees' responsibilities include maintenance of the town fleet; yard waste, solid waste, and recycling; right of ways; sidewalks; water and sewer lines; fire hydrants and manholes; and town facilities. They also respond during periods of severe weather, pandemics, and other emergencies. She called some representative public works employees forward and they accepted the Proclamation read by the Mayor. Public Works employees who were present to accept the proclamation were Aaron Levitt, Mike Leonas, Shawn Molloy, David Jones, Rachel Ingham, Tim Athy, Bobby Corriveau, Karen Riddle, Beau Ring, and Floyd Crump.

7. Blood Drive Donation

Robert Shimmel, blood drive coordinator for the Rotary Club, said that a blood drive was held in March during First Responders Week. In partnership with the Blood Connection, a donation of \$20 for each pint donated. The total raised was \$760, which will be split between the Holly Springs Police Department and the Holly Springs Fire Department for public outreach. The Police Department will donate their share to the Special Olympics, and the Fire Department will donate their share to Pretty in Pink.

8. Mental Health Awareness Month Proclamation

Lt. Terry Hudnett, Holly Springs Police Department, said that May is Mental Health Awareness Month. He said that during the pandemic, about 4 in 10 adults in the U.S. have reported symptoms of anxiety or depression and more than 25% of high school students reported worsening emotional and cognitive health. Parents with children aged 5-12 reported that their children experienced overall worsened emotional health. According to Mental Health America, more than half of adults with mental illness do not receive treatment. Active military personnel and veterans are at risk for PTSD, depression and suicide with rates one and a half times greater than non-veterans, according to the US Department of Veteran's Affairs.

Spencer Mortensen, father of a veteran, spoke about his family's experience with his son's mental health challenges. Mayor Mayefskie read the Proclamation and presented it to Mr. Mortensen.

REQUESTS AND COMMUNICATIONS

9. Holly Springs Salamanders Season Kick-Off

Chip Hutchinson with the Holly Springs Salamanders, said that today was his last day with the Salamanders and he appreciated the experience in Holly Springs. He introduced Tom Phelps, Amanda Gillis, and Megan Johnson. He said that last year's season shattered many records for attendance and ticket sales. He said the South Wake Shakes was a new team created last year and made up of local kids who got to play against the Salamanders and they would continue with that this year.

Tom Phelps said that the Salamanders season kicks off on May 26th. He gave an overview of the upcoming season.

10. Utility Asset Management Update – pulled from the agenda for a future meeting.

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:

11. Minutes – Council approved the minutes of the May 3, 2022 business meeting.

12. Budget Amendment Report – The Council received the budget amendment report.
A copy of the Budget Report is attached to these minutes.

13. Main Street Sidewalk Connector – 2023 LAPP Grant Municipal Agreement – The Council approved the NCDOT Municipal Agreement for Main Street Sidewalk Connector (Arbor Creek Dr. to Trellis Pointe Dr.)

PUBLIC HEARINGS

14. Comprehensive Transportation Plan 22-CPA-01 and Traffic Study Policy 22-DPM-02

Sean Ryan, Development Services, gave an overview of the purpose of the Comprehensive Transportation Plan (CTP) and how it serves the Town in coordinating transportation improvements with future development, establishing transportation policies and programs, and identifying opportunities to secure funding for important transportation projects. He said it covers all modes of transportation. He introduced Allison Fluitt from Kimley Horne.

Ms. Fluitt gave an overview of the process that went in to the new CTP, and how community engagement was sought. She outlined the goal statements that emerged from the process: Connected, accessible, multimodal, safe, efficient, adaptive, economic development, integrated planning, and realistic.

Ms. Fluitt said there were five elements to the CTP: Transportation technologies vision; Hot Spot and safety studies; cross-sections; streetscape design guide; and the traffic study policy. She said that Transportation Technologies Vision establishes a vision for emerging transportation technologies. It enables the Town to be proactive in the integration of transportation technologies and provides actionable step-by-step implementation process and mode-designated improvements. Hot Spot and Safety Studies allowed special attention given to be given to specific locations to understand current conditions and future considerations. They enable policy and engineering for informed decision making and guidance for the development community. The benefits include better communication with NCDOT and developers, and bringing the areas one step closer to design. Cross-sections define roadway elements that serve as a guideline during the project design phase. They enable needed modernizing for consistency and multimodal inclusion and roads that are better integrated with land use via direct tie backs to the Land Use & Character Plan. She showed the cross-section map, which is a comprehensive representation of what the transportation network in Holly Springs is envisioned to be in its ultimate build out.

Ms. Fluitt said that the Streetscape Design Guide defines streetscape components that roads should include, such as planting types, lighting, and needed furnishings to complete the public space. This enables standardization across cross-sections and lessens maintenance issues. The benefits include fostering a cohesive town identity, especially in focus areas such as the Downtown Village District, and providing more efficient and cost-effective streetscape implementation. She said the Traffic Study Policy was developed to guide the evaluation of impacts of development projects on the surrounding transportation system. It will reduce ambiguity and provide a more predictable process for the town and developers. She showed maps that showed the 2050 MPT Transit Corridor Recommendations, recommendations for Active Transportation (pedestrian and bicycle) and recommended roadway and intersection improvements.

Ms. Fluitt spoke of how projects were prioritized. She said that the updated CTP brings it in line with state and regional processes, is reflective of community input, and will be a tool for decision makers. She outlined priority roadway projects for the near-, mid-, and long-term, as well as priority intersection projects. She said that the Planning Board voted to recommend approval

Mayor Mayefskie opened the public hearing.

There being no input, Mayor Mayefskie closed the public hearing.

Sean Ryan said the approval was recommended with a vote of 8-0-1. Van Crandall, Planning Board representative said the discussion by the Planning Board was unanimous for approval. Mr. Crandall said he personally had some concerns about how close the driveways were to Grand Hill Place and he thought a round-a-bout would be a good idea, but the consultant said a round-a-bout would be overwhelmed by traffic.

MPT Berry thanked the staff for their hard work and said this was a much needed update. Council member McGrath said that it is great to have this new plan as we move forward, so we can tie it into the larger transportation network, and prioritize our projects, especially NC 55.

Action 1: Motion to adopt Resolution 22-22 to adopt Vision Holly Springs Comprehensive Plan Section 2: Comprehensive Transportation Plan.

Motion by: Wolff

Second by: Forrest

Vote: unanimous

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

Action 2: Motion to adopt Resolution 22-23 to adopt the Traffic Study Policy.

Motion by: Wolff

Second by: Berry

Vote: unanimous

A copy of Resolution 22-23 is attached to these minutes.

15. System Development Fee Report

Kendra Parrish, Executive Director of Utilities and Infrastructure, said that the System Development Fee Report addresses the methodology used to fund water and wastewater infrastructure associated with new growth. The draft System Development Fee Report was released for public comment over 45 days ago, as required by statute. She explained that the report looks at the Character and Land Use Plan, and tries to look out over a twenty year period. She said the statute defines the parameters of how much future growth burden related to public utilities infrastructure will be contributed by the development community as compared to the existing users. The March 2021 SDFR calculated fees based on modifications to the Town's Land Use and Character Plan, and project funding policies. She gave the formula used and said that the maximum SDF allowed would be \$20,875 per unit.

Ms. Parrish said that the proposed SDF shifts some of the cost of system growth expansion from existing customers to the development community, in line with utility rate best practices, that will enhance the financial sustainability of the utility system. The proposed fee for residential connections with a ¾ inch meter is \$11,700 (combined water & wastewater fee, paid at building permit time) and the proposed fees for non-residential connections will increase by the same percentage basis for all meter sizes.

Mayor Mayefskie opened the public hearing.

One written comment was received prior to the meeting from the Triangle Apartment Association, The Home Builders Association of Raleigh-Wake County, and the Triangle Community Coalition stating that they would like to have projects currently in the development pipeline grandfathered in with the old fee structure, and would like the new fee structure phased in over a three-year period.

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

16. Fiscal Year 2022-23 Budget Public Hearing

Corey Petersohn, Budget Innovation and Strategic Initiatives Manager, said that the purpose of this item was to hold a public hearing on the proposed fiscal year 22-23 budget. He said the biggest expense in the proposed budget is public safety, followed by water and wastewater operations. He said that there is no property tax rate change proposed. The proposed budget includes significant investment in and commitment to recruiting and retaining a talented workforce in a challenging labor market. Twenty-eight new staff positions are proposed to serve population growth, development related work demand, and to run town business support operations. The focus is on updating service models and customer experiences, specifically through the new yard waste collection model, the creation of a Customer Care Center for service needs or inquiries, and Parks & Recreation event/activities and park/playground amenities. He then gave highlights of some of the proposed Parks & Recreation projects. He spoke of Transportation projects included in the Operating Budget and Community Investment Plan for FY22-23, which was a key interest expressed in the Community Survey. He said next steps would be Council's budget workshop on May 24th at the Law Enforcement Center, with adoption of the budget scheduled for the June 7th Council meeting.

Mayor Mayefskie opened the public hearing.

There being no input, Mayor Mayefskie closed the public hearing.

17. Development Agreement with Duke Energy

John Schifano, Town Attorney, said that the purpose of this item was to consider entering into a Development Agreement with Duke Energy for a substation to serve the new FUJIFilm Diosynth Biotechnologies, and for the business park. The agreement includes dedication of the rights-of-way for a new thoroughfare, dedication of easements for future greenway, and modifying the fencing standards so as not to require an opaque wall, as the property would be well shielded by the existing landscape. He showed where the property was on the Comprehensive Transportation Plan, and the Parks, Recreation, and Greenways Master Plan.

Mayor Mayefskie opened the public hearing.

There being no input, Mayor Mayefskie closed the public hearing.

MPT Berry asked if there was any development plan activity associated with a substation or if it was a by-right use. Mr. Schifano said that the UDO exempted public utilities owned by the Town, but this is a public utility owned by a company. MPT Berry asked if nearby neighborhoods would be notified of anticipated timbering. Mr. Ryan said the substation requires a Special Use and that is in the Board of Adjustment stage. They are getting ready to notify neighbors, but they have not had a meeting yet.

Action: Motion to Motion to approve Development Agreement with Duke Energy.

Motion by: Forrest

Second by: Wolff

Vote: unanimous

18. 7511 Woods Creek Road Annexation & Rezoning

Sean Ryan, Development Services, said that the public hearing had been advertised, but the applicant was not ready to move forward, as the agreement is not fully drafted. He requested that the hearings be opened and continued to the next Council meeting to allow time to work out the Developer Agreement.

Mayor Mayefskie opened the public hearings.

Action: Motion to continue the public hearing for annexation A21-06 to June 7, 2022.

Motion by: Wolff

Second by: Forrest

Vote: unanimous

Action: Motion to continue the public hearing for rezoning 21-REZ-04 to June 7, 2022.

Motion by: Wolff

Second by: Berry

Vote: unanimous

NEW BUSINESS

19. NC Biotechnology Center Partnership Development Grant

Irena Krstanovic, Director of Economic Development, said that this item was to present the NC Biotechnology Center Partnership Development Grant and Agreement. This is part of the agreement with Amgen to nurture scientists at the high school level. She outlined the purpose of the NC Biotechnology Center Partnership Development Grant. She reminded the audience of the timeline from Amgen's announcement in August of 2021 to the groundbreaking ceremony in March of 2022. She said that this was a way that companies like Amgen could invest in our community. She introduced Dr. Laura Raleigh from the NC Biotechnology Center, Bob Kenyon, Vice President, Site Operations for Amgen and Mr. Steven Herrick of Holly Springs High School.

Dr. Raleigh spoke about the growth of life science companies in the region and specifically in Holly Springs. She spoke about NC Biotech Programs, which support a pipeline for growth in the life sciences. She said that the partnership grant is meant to be a partnership between the Town and Amgen and they have embraced the concept for not only what it would do for Amgen, but for Holly Springs.

Mr. Kenyon, said that Amgen is funding the Amgen Biotech Experience (ABE) at Holly Springs High School. He said that ABE is a global innovated science education program that introduces students to the excitement of scientific discovery and builds bridges between school and real-life biosciences, preparing the next generation of scientists and innovators. The program serves approximately 90,000 students per year. He outlined what the \$100,000 grant would provide, and how the program could continue and become a permanent training hub, funded by the foundation in the future. He described the organization and how the Education Development Center would function, with the support of Amgen, to support the educators and students.

Council member Wolff said that the groundbreaking felt like it was yesterday. He is excited about the speed of construction and that Amgen is coming forward to be part of the community at this stage of construction.

Action 1: Motion to accept North Carolina Biotechnology Center Partnership Development Grant for \$100,000 for the benefit of Holly Springs High School.

Motion by: Wolff

Second by: Forrest

Vote: unanimous

Action 2: Motion to approve two agreement: 1. Grant agreement between NC Biotech and the Town to receive \$100,000; and 2. Performance agreement between the Town and Amgen.

Motion by: Wolff

Second by: Berry

Vote: unanimous

Action 3: Motion to authorize the Town Manager, Attorney, and Finance Director to sign and execute the two agreements.

Motion by: Wolff

Second by: Forrest

Vote: unanimous

At this point Council member McGrath lost internet and was no longer present.

20. Committee and Board Appointments

Linda McKinney, Town Clerk, said that openings on the Parks and Recreation Advisory Committee, the Tree Advisory Committee and a mid-term opening for an ETJ position on the Board of Adjustment were advertised in the Town newsletter, through social media, and through postings at Town-owned facilities. There are three openings for three-year terms on the Parks and Recreation Advisory Committee, and nine applications were received.

Action 1: Motion to appoint Jason Guetgemann, Susan Smith, and Sarah Larson, to the Parks and Recreation Advisory Committee for three-years terms from July 1, 2022 to June 30, 2025.

Motion by: Berry

Second by: Forrest

Vote: unanimous

There are two openings for three-year terms on the Tree Advisory Committee and one opening for a Junior member. Three applications were received for the regular member positions and none for the Junior member. Staff reached out to the current Junior member, but he did not re-apply.

Action 2: Motion to appoint Marissa Parker and Geralyn Williams to the Tree Advisory Committee for three-year terms from July 1, 2022 to June 30, 2025.

Motion by: Bennett

Second by: Wolff

Vote: unanimous

There is one mid-term opening for a Regular ETJ Member on the Board of Adjustment, for a term ending February 29, 2024. Two applications were received for this position.

Action 3: Motion to recommend that the Wake County Board of Commissioners appoint Paul Kuhn as Extra Territorial Jurisdiction Member of the Board of Adjustment with a term ending February 28, 2024.

Motion by: Forrest

Second by: Bennett

Vote: unanimous

OTHER BUSINESS

Mayor Mayefskie said the Clerk had requested guidance on how Council wanted to proceed with inquiries about applying for the funds remaining in the Civic Nonprofit Grant account. Consensus was for the Clerk send out applications, grant committee would evaluate and bring back to the full Council.

MANAGER'S REPORT

Randy Harrington, Town Manager, said he had three items.

1. International food festival rescheduled for Fri June 3rd, which is the first night of Summer at the Springs.
2. The Budget Workshop is at the Law Enforcement Center on May 24TH at 6 PM.
3. He recognized the team who worked on the CTP and thanked Council for their work on the process

CLOSED SESSION: The Council entered into closed session, pursuant to N.C.G.S. 143-318.11(a)(3) to consult with the Town Attorney on Mills v. Higgins and The TOHS, and a potential litigation matter involving the Parks and Rec Department.

Motion by: Berry

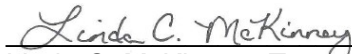
Second by: Wolff

Vote: Unanimous

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

Adjournment: Council member Wolff made a motion to adjourn at 9:20 pm. It was seconded by Council member Forrest and passed with a unanimous vote.

Respectfully Submitted on Tuesday, June 7, 2022.



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: Utley Creek Substation, Voluntary Annexation A22-03

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Bronwyn Bishop, Development Services

Action(s):

Adopt Resolution 22-24 directing the Town Clerk to investigate the sufficiency of annexation petition A22-03 and setting the public hearing for June 21, 2022.

Explanation:

- The Town has received a petition for voluntary annexation of 69.67 acres located at the end of Dexter Ridge Dr. and Holly Thorn Trace for the development of a substation.
- The owner of the property is Duke Energy Progress, LLC.
- Staff has requested feedback from all departments and there were no issues with this annexation.
- The requested action is to set the public hearing, and to verify that the petition meets the statutory requirements for annexation.

Background:

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

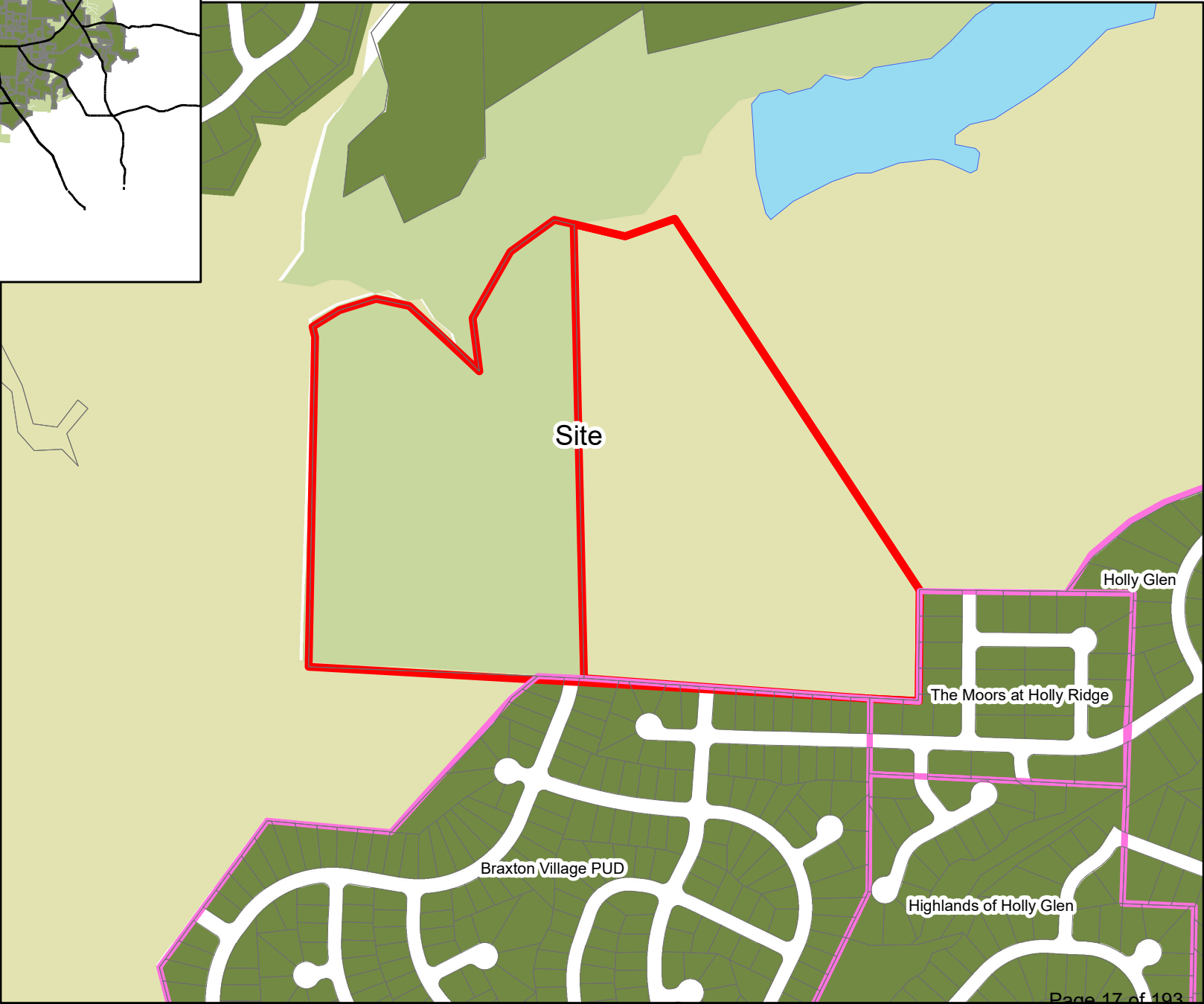
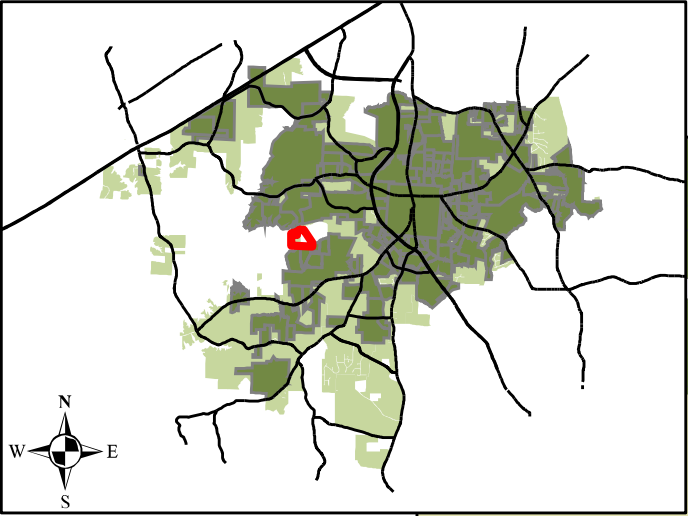
Funding Source(s):

N/A

Attachment(s):

1. A22-03 Map
2. A22-03 Resolution of Sufficiency

A 22-3 | Utley Creek Substation | 66.43 ac



Legend

-  Annexation Property Site
-  Subdivisions
-  Lakes
-  Town Limits
-  ETJ
-  Short Range Urban Service Area



THE TOWN OF

Holly Springs

Resolution No.: 22-24

Date Adopted: June 7, 2022

Annexation No.: A22-03

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

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

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

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

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

Legal Description for Voluntary Annexation

EXHIBIT "A"

Legal Description

Lying and being in Holly Springs Township, Wake County, NC and being a combination of PIN 0638780892 & a portion of PIN 0638452323 currently residing in the name of Duke Energy Progress, LLC and being more particularly described as follows:

Commencing at NGS Monument "Hillspring" with NC Grid NAD 83(2011) Coordinates, Northing: 691,027.89' Easting: 2,053,762.35' and traversing the following call utilizing NC Grid NAD83(2011) bearings and horizontal grid distances: S80°01'22"W 15,139.64' to a 1 ¼" iron pipe found having NC Grid NAD 83(2011) Coordinates of Northing: 688,404.84' Easting: 2,038,851.68' and also being the northwest corner of lot 25 of The Moors at Holly Ridge Subdivision (Book of Maps 2010, Page 478) and being the Point of Beginning; thence running with western lines of lots 4, 5, 6, & 7 of The Moors at Holly Ridge Subdivision (Book of Maps 2010, Page 478) S00°31'44"W 405.52' to a 1" leaning iron pipe found being a northern corner of lot 2, thence running with the northern lines of lots 1 & 2 of The Moors at Holly Ridge Subdivision (Book of Maps 2010, Page 478) N87°01'48"W 178.67' to a 1 ¼" iron pipe with cap and tack found being a common corner between of The Moors at Holly Ridge Subdivision (Book of Maps 2010, Page 478) and Braxton Village – Phase 5B (Book of Maps 2004, Page 76), thence running with the northern line of lots 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, & 547 of Braxton Village – Phase 5B (Book of Maps 2004, Page 76) N85°54'50"W 920.63' to a ½" iron pipe found being the common corner between Braxton Village – Phase 5B (Book of

Maps 2004, Page 76) and Braxton Village – Phase 8 (Book of Maps 2005, Page 2146), thence with the northern line of lot 835 of Braxton Village – Phase 8 (Book of Maps 2005, Page 2146) N85°53'24"W 128.37' to a 1 ¼" leaning iron pipe found having NC Grid NAD 83(2011) Coordinates of Northing:688,083.39' Easting:2,037,623.17' and also being located S37°51'44"W 189.88' from ESP Control Point #1 with NC Grid NAD 83(2011) Coordinates, Northing: 688,233.30' Easting: 2,037,739.71'; thence running with the northern line of lot 835 of Braxton Village – Phase 8 (Book of Maps 2005, Page 2146) and crossing Dexter Ridge Drive N87°28'25"W 72.57' to a 1/2" iron pipe found being the northeastern corner of lot 834 of Braxton Village – Phase 8 (Book of Maps 2005, Page 2146), thence running with the northern line of lot 834 Braxton Village – Phase 8 (Book of Maps 2005, Page 2146) N87°28'25"W 96.51' to a 1" iron pipe found being the northwestern corner of lot 834 Braxton Village – Phase 8 (Book of Maps 2005, Page 2146), thence running with Duke Energy Progress, LLC line the following (3) calls: (1) N87°28'25"W 842.04' to a 7/8" axle shaft found, (2) N01°07'58"E 1207.35' to a #5 rebar set, (3) N14°38'09"W 39.60' to a #5 rebar set, thence continuing on the Duke Energy Progress, LLC line and also being the NGVD 29 260' Contour line the following (9) calls: (1) N58°41'39"E 115.38' to a 1 ¼" iron pipe found, (2) N72°32'41"E 141.34' to a 1 ¼" iron pipe found, (3) S77°31'37"E 123.76' to a 1 ¼" iron pipe found, (4) S49°27'15"E 154.64' to a 1 ¼" iron pipe found, (5) S45°08'05"E 195.83' to a 1 ¼" iron pipe found, (6) N07°02'58"W 195.25' to a 1 ¼" iron pipe found, (7) N29°33'01"E 280.75' to a 1 ¼" iron pipe found, (8) N54°16'35"E 197.67' to a 1 ¼" iron pipe found, (9) S76°20'14"E 74.77' to a #5 rebar set, thence leaving the NGVD 29 260' Contour line and continuing with the Duke Energy Progress, LLC line the following (3) calls: (1) S76°24'53"E 193.32' to a #5 rebar set, (2) N70°33'38"E 192.76' to a #5 rebar set, (3) S33°24'16"E 1629.12' to a 1 ¼" iron pipe found being the northwestern corner of The Moors at Holly Ridge Subdivision (Book of Maps 2010, Page 478) and the POINT OF BEGINNING, and containing 66.433 Acres, more or less as shown on a plat entitled Combination of PIN 0638780892 and a portion of PIN 0638452323 for Duke Energy Progress, LLC as surveyed by John P. Scoville, III of ESP Associates, Inc. dated March 31, 2022.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 66.44 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, June 21, 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 7th day of June, 2022.

ATTEST:

Sean Mayefskie, Mayor

Linda McKinney
Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Consent Agenda

Title: Sole Source Purchase of three (3) New Way Rotopac 14 yard waste refuse collection bodies and approve purchase of (3) CCC LET2-26 low entry truck chassis on state contract.

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Paige Scott, Director, Public Works, John Mullis, Solid Waste Manager

Action(s):

1. Authorize a sole source exemption/competitive bidding group exception for yard waste collection equipment purchase contract with Amick Equipment in the amount of \$536,205, and authorize manager and town attorney to sign a purchase contract with terms acceptable to the town.
2. Authorize the purchase contract with Southern Truck Service for (3) CCC model LET2-26 single axle low entry (LE) truck chassis in the amount of \$507,249, pursuant to state contract, and authorize manager and town attorney to sign a purchase contract with terms acceptable to the town.

Explanation:

- New Way Trucks, founded in Scranton, IA in 1971, has a long history of innovation. Approximately 8 years ago, New Way invented the RotoPac. A dual purpose auger driven compaction system designed for more efficient compacting of organic materials, such as yard waste as well as mixed solid waste (MSW).
- The RotoPac auger driven compaction system is unique to Scranton Manufacturing / New Way Trucks and no other refuse manufacturer offers this type of auger compaction system.
- Given the RotoPac was uniquely designed for organics, including yard waste, staff is recommending that (3) New Way Rotopac 14 yard waste refuse collection bodies be acquired using the sole source exemption as allowed under NC G.S. 143-129 e (6) (ii) whereas a needed product is available from only one source of supply through a competitive bidding group of which the town is a member.
- A request is being made to approve the purchase of (3) CCC model LET2-26 single axle low entry (LE) truck chassis for the amount of \$507,249, the amount of the item pursuant to the master purchase contract for the state of North Carolina.
- Requesting approval to authorize the Town Manager to approve the purchase contract with Amick Equipment for \$536,205 for the collection bodies.
- Requesting approval to authorize the Town Manager to approve the purchase contract with Southern Truck Service for \$507,249 for the (3) truck chassis.

Background:

- Staff received direction on the implementation of a new yard waste collection model during the Mayor and Council Workshop held on March 8, 2022. Implementation is planned with the Fiscal Year 2022-23 budget.
- Following that guidance, staff conducted extensive research on various Automated Side Loader (ASL) collection vehicles that included both the refuse chassis and the refuse body. Research included manufacturers, dealers, and peer communities including: Cary NC, Concord NC, Durham NC, Raleigh NC, Salisbury NC, Winston-Salem NC, and Seneca, SC.
- Ensuring the right equipment is purchased to meet yard waste operations is paramount to the success of the program.

Funding Source(s):

Approved Operating Budget

Attachment(s):

1. Amick Equipment New Way RotoPac 14 Sourcewell Contract - 20220602
2. NCSA 22-06-0426R CCC LET2 Ltr to Finance Director
3. Southern Truck CCC LET2 Chassis quote for ASL NCSA 22-06-0426R



END USER: HOLLY SPRINGS, TOWN OF
CONTACT: JOHN MULLIS
BODY INSTALL: NEW WAY TRUCKS
LOCATION: 1 WOLVERINE DR., BOONEVILLE, MS 38829

Description		Price
MODEL:	NEW WAY ROTOPAC 14	\$ 178,734.95
BODY PAINT:	WHITE	
BODY WARRANTY:	NEW WAY: 1 YR BODY & HYDRAULIC, 2 YR CYLINDER	
STANDARD EQUIPMENT INCLUDED		
HOPPER CAPACITY: 5.7 CUBIC YARDS		
ARM REACH - 12 FOOT		
BODY FLOOR: 3/16" 100K		
HOPPER FLOOR / SIDES: 1/4" HARDOX 400		
FULL FACTORY MOUNT ON APPROVED CHASSIS		
ARM CONTROL JOYSTICK - PROPORTIONAL HYDRAULICS FOR PRECISE FEATHERED CONTROL.		
HOT SHIFT PTO, PISTON PUMP		
HOUR METER ON PTO		
ALL LED BODY LIGHTS, INCLUDING: REVERSE & LICENSE PLATE		
INTEGRATED STROBE LIGHTS: (2) ROUND MOUNTED UPPER TAILGATE		
10 LBS FIRE EXTINGUISHER & SAFETY TRIANGLE KIT		
DUAL CAMERA SYSTEM W/ MONITOR - 1) REAR 2) HOPPER		
BODY PAINTED WHITE TO MATCH CAB: ACRYLIC URETHANE ENAMEL		
ZINC PLATED HYDRAULIC TUBES		
QUICK DISCONNECT PORTS FOR PRESSURE GAUGE		
1-YEAR WARRANTY: CYLINDERS, BODY, ARM, & HYDRAULICS		
OPTIONAL UPGRADES AND ACCESSORIES INCLUDED		
SHOVEL AND BROOM RACK CURBSIDE BEHIND HOPPER		
SPARE AUGER		
HYDRAULIC VARIABLE TUNNEL OPENING		
REMOTE GREASE ZERKS, TAILGATE AND UPPER CYLINDER HINGE PINS, GROUND LEVEL ACCESS		
REMOTE GREASE ZERKS FOR TAILGATE CYLINDERS AND BODY LIFT PINS		
LED MID BODY BACKUP LIGHTS		
LED BACK-UP LIGHTS MID TAILGATE		
LED WORK LIGHTS, 1 IN UPPER HOPPER, 1 CURBSIDE TOWARD ARM		
STROBE LIGHT PACKAGE, INTEGRATED LOWER TAILGATE		
SAFETY VISION TRIPLE CAMERA SYSTEM. BACK-UP, HOPPER UPPER LEFT SIDE AND CAB STREET		
SIDE FACING REAR		
BACK-UP ALARM 102DB		
ELECTRONIC FILTER IN BYPASS INDICATOR IN CAB		
FOLD DOWN PACK AND LOAD PANEL (NOT AVAILABLE WITH THE AGITATOR ASSEMBLY)		
QUICK DISCONNECT PRESSURE GAUGE		
ARM CONTROL SWITCHES UNDER SEAT FOR GROUND ACCESS		
ARM CYCLE COUNTER		
20 LB FIRE EXTINGUISHER		
FABRIC HOSE WRAP FOR ARM HOSES		
SOURCED GOODS:		
FREIGHT TO AMICK EQUIPMENT		
PDI & ONE (1) LOCAL MOVE TO TRUCK DEALER OR END USER		
AECI MOBILE ON-SITE WARRANTY PKG., 1 YR		
ON-SITE TRAINING - PROVIDED BY REQUEST		

Unit Subtotal:	\$	178,734.95
Tax - Motor Vehicle:		Not Included
Unit Purchase Price:	\$	178,734.95

QUOTED BY: MATT GARON
DATE: 6/2/2022
VALID UNTIL: 7/2/2022

ADDITIONAL OPTIONS AVAILABLE

Price

NOTE: Indicate any additional options below you wish to order.

UPGRADE CAMERA SYSTEM TO TOUCH SCREEN AND DVR	\$	2,000.00
UPGRADE TO 27 YARD BODY	\$	7,700.00
STROBE LIGHT FOR CENTER TAILGATE	\$	437.20
INTEGRATED STROBES ON FRONT OF BODY	\$	795.08
TRAFFIC ADVISORY BOARD, LED LIGHTS MOUNTED MID TAILGATE	\$	1,273.40
UPGRADE TO 3 YEAR TOTAL CYLINDER WARRANTY	\$	5,557.07
UPGRADE TO 2 YEAR TOTAL HYDRAULIC WARRANTY	\$	3,061.56

Please clearly identify any additional options you wish to order.

ADDITIONAL OPTIONS: Prices shown in "additional options available" section are not included in the "Total" price and do not include taxes.

TAXES: Unless itemized above, prices do not include local, state or federal taxes.

MOTOR VEHICLE TAXES: AECI no longer collects SC "IMF" or NC "Highway Use Tax". Either the chassis dealer or the DMV will collect motor vehicle tax/fees when registering vehicle.

PAYMENT TERMS: Payment is due PRIOR to delivery. When ample credit has been extended to customer, payment is due 15 DAYS after delivery.

TITLEWORK / MCO: Allow 5-10 days after receipt of payment to process Title or Manufacturer's Certificate of Origin (MCO).

QUOTE EXPIRATION: Pricing is honored for 30 days from date quoted, barring extenuating circumstances such as, but not limited to, volatile markets, factory price increases, etc. AECI makes every effort to give as much notice as possible in such instances.

DELIVERY ESTIMATES: ETA's are based on production schedules at the time of quote and are subject to changes in truck or body production schedules as well other factors such as transportation delays, etc.

WEIGHT RESTRICTIONS: Operating overweight equipment can result in fines, damage to equipment or injury to operators. AECI makes every effort to quote equipment meeting local, state & federal weight regulations. Nevertheless, it is up to the end user to familiarize themselves with all applicable weight laws and avoid exceeding legal weight limits, regardless of truck's GVWR.

CHASSIS DEALERS: Please ensure chassis specs meet body manufacturer's minimum requirements, which are supplied upon request. Deviations may result in additional charges, for which the truck dealer will be responsible.

CHASSIS DEALER PAYMENT TERMS: Payment term begins when truck is delivered to customer or truck dealer for PDI, whichever is first. Payments received later than 15 DAYS are subject to penalty of 5% APR, calculated on a daily basis. ANY EXCEPTIONS must be agreed to writing prior to order.



June 2, 2022

Alan Antwan Morrison, Finance Director
Town of Holly Springs
P O Box 8
Holly Springs, NC 27540

Dear Mr. Morrison,

Per your request, I wanted to share the following supporting documentation for the Crane Carrier LET2 chassis recommendation as listed under the NC Sherriff's Association State Bid Contract. As with all statewide contract bids, Awards are not specific to a particular municipality including the Town of Holly Springs.

Bid Award

Contract: 22-06-0426R, Heavy Equipment

Group: Chassis

Item: 449, Crane Carrier, Refuse Cab Chassis, LET2

Description: Manufacturer's standard base unit specifications and current model year for the model/model number listed. The required minimum 6% discount off MSRP is to be included in the listed base price field. The percentage field displayed is the discount that will be taken off of MSRP for all applicable options.

Model Upgrade/Downgrade:

Zone	Vendor	Price	Percent:	Build File	Options File
Statewide	Southern Truck Service Inc.	\$172,715.31	6.00%	Build	Options

Regards,

John Mullis, Solid Waste Manager
Town of Holly Springs Public Works Department
(919) 567-4006 | john.mullis@hollyspringsnc.gov



BATTLE
MOTORS



A BATTLE MOTORS COMPANY

Chassis Quotation

2022 Pricing B

Sales Region: Zone 1		Salesman: Steve Powers		P.O.#:		SourceWell: NO		United States		Date: 5/9/2022	
Purchaser: Southern Truck Service, Inc Address: P.O. Box 36483 City/ST/ZIP: Charlotte, NC 28336 Attn: Jim Easley Telephone: 704-576-1716 Fax:				For Sale To: Town of Holly Springs / Amick Equipment Address: 101 Thomas Mill Rd. City/ST/ZIP: Holly Springs, NC 27540 Attn: John Mullis Matt Garon Telephone: 919-567-4006 Fax:				OEF#: _____ Rev: _____ Date: _____ S/N: _____ Qty: 1 (One) Model: LET2-26 Spec#: Standard Cab			
Vocation (ie. FL, RL, ASL, MSL, RO): ASL						Body Make: New Way			Body Model: N		
Engine/Torque @ RPM: CUMMINS - L9-350 1150 @ 1400 RPM Accessories: 10 Gal. Heated DEF Tank Standard Location RH Side Accessories: FEPTO Adapter 1350/1410 Accessories: Compression Brake Block Heater: Air Compressor: Cummins-Wabco, 18.7 CFM Cooling System: Remote 1814 Sq. In. -34 F Below Zero XL Accessories: Remote Radiator Filler w/ Cover Accessories: Accessories: Air Intake: Cummins Opti-Air 13" Steel Intake Accessories: Restriction Indicator, Air Cleaner Mounted Accessories: Exhaust: LH Vertical Flared Elbow Accessories: Accessories: Battery Box/Batteries: Steel (2) Two GRP 31, 925 CCA Ea. LH Side Accessories: Standard Location Accessories: Accessories: Flaming River Disconnect Starter: Heavy Duty Soft Start Alternator: Delco-Remy 55SI, 430-AMP Fuel Tank: 80 Gallon Alum. Single Tank, Round LH Side Accessories: Custom Location Accessories: Filter/Separator: Cummins Branded 12V Heated Filter Trans. / Retarder: 3000RDS 6-Speed - Controls: Right Pushbutton NIS/Auto Neutral: Forced Neutral System / "AK" Function Accessories: Accessories: Accessories: Propshafts: Spicer Life Series SPL-170 Front Axle: D2000F Accessories: Brakes: 16.5 X 7 Wide Brake Package Slack Adjusters: Automatic Accessories: Wheels: Hub - Steel Disc 22.5 X 9.00 Tires: 315/80R22.5 TOYO M153 L / 20 Spare Wheel: No Spare Tire: No Front Suspension: Parabolic Taper-Leaf 20K Steering Position: RH, Drive Only, Tilt / Telescopic Column Accessories: Rear Axle: S26-190 Accessories: Brakes: Wheels: Hub - Steel Disc 22.5 X 8.25 Tires: 11R22.5 TOYO M170 H / 16 Ratio/Max. Speed: 5.57 Ratio 69 MPH Limit Speed: 65 MPH Slack Adjusters: Automatic Accessories: Spare Wheel: No Spare Tire: No Retarder: Accessories: Rear Suspension: Reyco 102CC 26k w/o Shocks, f/ 21k-26k Axle Tag/Pusher: Wheels: No Tires: No Accessories: Frame: 25' Double Rail RBM: 3,369,600 Bumper: Painted Steel Accessories: Accessories: Wheel Base: 164" CA/CT= 140 AF= 79" ABS System: 4S / 4M Air Tanks: (3) Three Steel Tanks Drain Valves: Pull Cords: Centralized Drain Valves Air Dryer: Bendix B/W AD-9EP, Heated Accessories: Accessories: Accessories:						Cab Construction: LET2 RH, Drive Only, Tilt / Telescopic Column Cab Type/Tilt Pump Standard: Standard Cab 12v Cab Tilt Assist Pump Accessories: Cab Exterior: Dual Tone, Air Horn Under Cab Cab Visor: Cab Visor w/ Marker Lights LED Head Lamps: 3 Rear Windows: Cab Interior: Dual Fans Standard: Dual Cab Fans Air Conditioning: Integral w/Cab Dash & Heater System Stereo: Standard: AM/FM Stereo WB/MP3/WMA/USB & iPod/Bluetooth Accessories: Doors / Windows: LH Solid Electric, Roll-Down RH Solid Electric, Roll-Down Mirrors: LH 19" x 8" Black 4-Way Split Lens Htd w/ Signal "D" RH 19" x 8" Black 4-Way Split Lens Htd w/ Signal "D" Spot Mirrors: LH & RH (2) 8" Round Convex Spot, (4) Total 2-Each Side Seats: LH 2-Way Adj., Asphalt Gray RH Forward: Sears C2 Air Ride, Asphalt Gray Instrumentation: Accessories: Accessories: Accessories: Accessories: Windshield Wiper(s): Intermittent Wipers Cab Elec./Lighting: CCC Daytime Running Lights Accessories: LED Cab Clearance, Marker & Turn Signals Accessories: Accessories: Accessories: Accessories: Back-Up Alarm: Warn or Equal 107 dB(A) Misc. Equipment: 10lb. Fire Extinguisher, Mounted Accessories: Triangle Warning Kit, Mounted Accessories: Spare Keys, 6 Keys Total Accessories: Accessories: One additional set of manuals on thumb drive Accessories: Keyed Alike Accessories: Remote Control Mirrors Accessories: Accessories: Accessories: Finish Paint: Color: White Color/Code: G2-3460715-A Cab: Upper Cab Stripe: No Lower Cab Stripe: No Bumper: Black G2-2B1738 Bumper Stripe: No Frame: Black G2-2B1738 Battery Box: Black G2-2B1738 Fuel Tank: Alum Std Finish Clear Coat: No Front Wheels: 2-Sided White PC Rear Wheels: 2-Sided White PC					
Standard Chassis Warranty 12 Months Unlimited Miles Standard Frame & Crossmember Warranty - 5YR/100K Mi (pro-rated after 36 Mo/30K Mi) Extended - 5 Year, 150k mi. PP1, w/AT3 Cummins Engine and Aftertreatment Warranty Extended - 5 Year, Unlimited mi. Allison Transmission Warranty Standard - 2 Year Dana Axle Warranty											
Requested Delivery Date: 110 to 150 days ARO or ASAP Notes: This NC Sheriffs' Assoc. based quote is calculated on payment for chassis upon completion and delivery to Body Co. CCC Yr. Mod. 2023, FOB: New Way Body Co. This Quote Is A Purchase Price And Valid 90 days. Chassis Yr. Mod. 2023.						TOTAL PRICE PER VEHICLE TAXABLE TRANSACTION NO ☐ XX ☐ YES ☐ 169,083					
This Quote Through NC Sheriffs' Assoc. Contract # 22-06-0426R											



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Public Hearings

Title: 7511 Woods Creek Road Annexation & Rezoning - Legislative Hearings

Strategic Priority Area: Responsible & Balanced Growth

Economic Prosperity & Diversity

Staff Resource: Bronwyn Bishop, Development Services, Cheryl Caines, Development Services, Rachel Jones, Development Services

Action(s):

- Conduct Legislative Public Hearing on Annexation
- Adopt Annexation Ordinance A21-06
- Conduct Legislative Public Hearing on Rezoning
- Adopt Rezoning Ordinance RZ22-04 to adopt statement of compatibility and to approve rezoning
- Approve Development Agreement

Explanation:

- A new Unified Development Ordinance (2002 UDO) was effective March 1, 2022. Over the next 12-24 months, there will be a crossover period where some projects are able to utilize the old UDO (2002 UDO) due to state statutes. This section of the cover sheet will be utilized to specify the UDO version (2002 or 2022) and the approval type that the Council is considering for each respective case.
 - Applicable Ordinance: 2002 UDO
 - Process: Legislative, Rezoning
- Annexation
 - The Town has received a petition for voluntary annexation of 81.07 +/- acres, located at 7511 Woods Creek Road.
 - The property is owned by DC Goowin Farm Ltd., Sandra Gail, and Alfred Goodwin.
 - Annexation is being requested pursuant to plans to develop the property.
- Rezoning:
 - The request is to rezone the property from RR Rural Residential to BRT CU Business & Research Technology Conditional Use.
 - The project area consists of three parcels of about 81 acres and is located on Woods Creek Road adjacent to the Woods Creek Elementary School site.
 - The Future Land Use Map designates the property as Innovation Village, which has employment uses surrounded by neighborhoods of varying densities.
 - The proposed BRT district offers the opportunity to develop an employment area for an Innovation Village.
 - The petitioner has proposed conditions that restrict incompatible uses, require minimum building heights, and require open space/pedestrian path connections to

Town Council Business Meeting
June 7, 2022

ensure future development will include Innovation Village characteristics per the Land Use and Character Plan.

- Development Agreement Summary:
 - Outlines the permitted uses consistent with the zoning conditions and alignment with goals of the town for this area within the Innovation Village.
 - Outlines limitations with public utility facilities and areas where upgrades or extensions have been identified to serve future development on this property. Specifically:
 - Any use other than domestic wastewater shall require on-site pretreatment to ensure compliance with Town's constituent limits.
 - Extend and connect the site to town water and wastewater service.
 - Outlines developer responsibilities to construct or pay a fee-in-lieu of construction for improvements outlined in the Traffic Impact Analysis (TIA).

Planning Board Recommendation (Rezoning only)

The Planning Board discussed the following issues and concerns on 04/26/22

- Future of Copperhead Road, which is now a private road.
- Impacts on neighboring property owners, specifically a neighboring farm.
- The required landscape buffer between the existing residential uses and future employment uses.

Planning Board Recommendation:

The Planning Board recommended approval (8-0-1)

Background:

- The property is contiguous with Town Limits.
- Staff has received feedback from all departments and there are no issues with this annexation.
- The property meets all statutory requirements for annexation.
- The property was brought into the ETJ on April 21, 2015 (Resolution 15-18) and was zoned R-30 Residential, which was reassigned to RR Rural Residential on March 1, 2022.

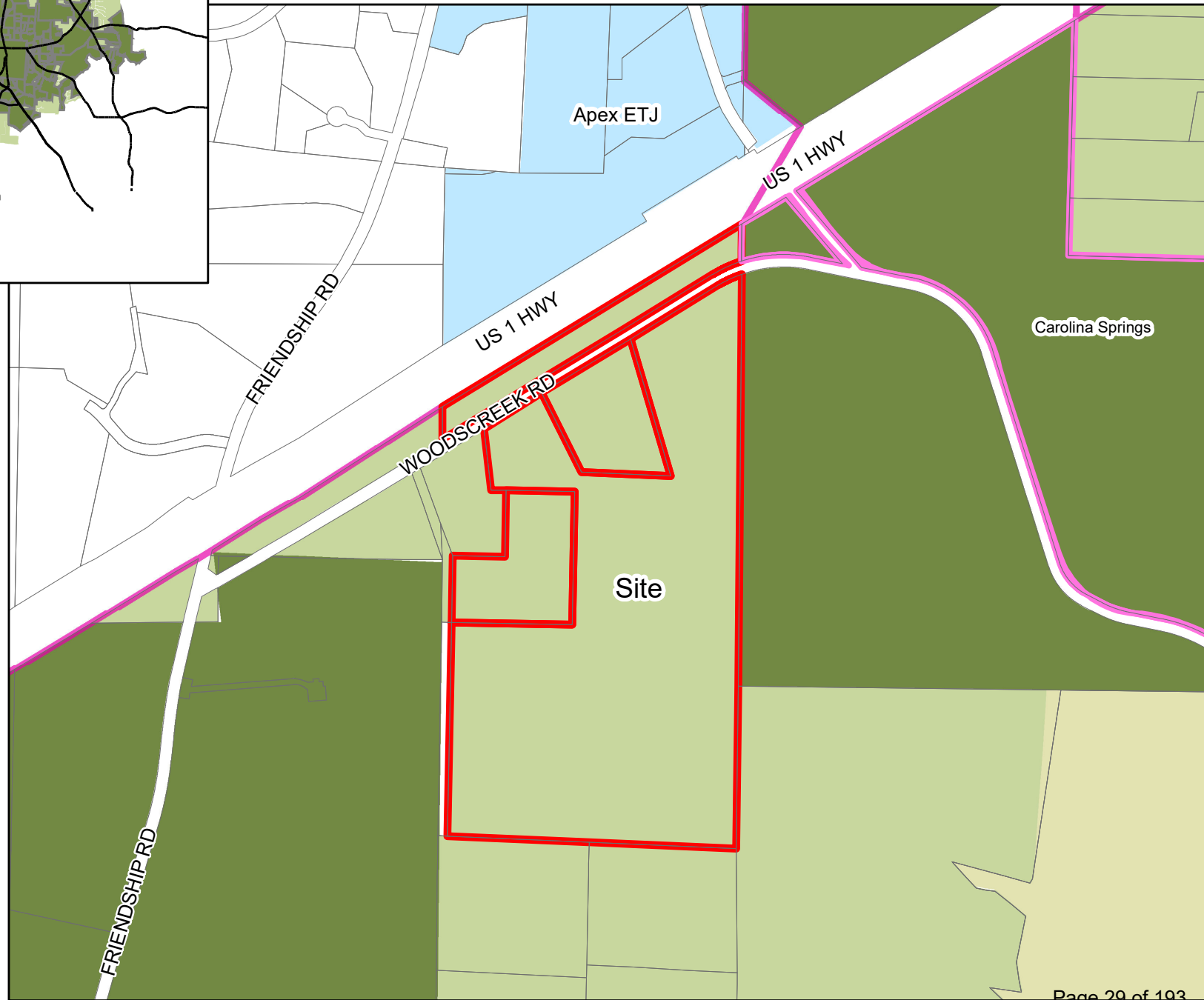
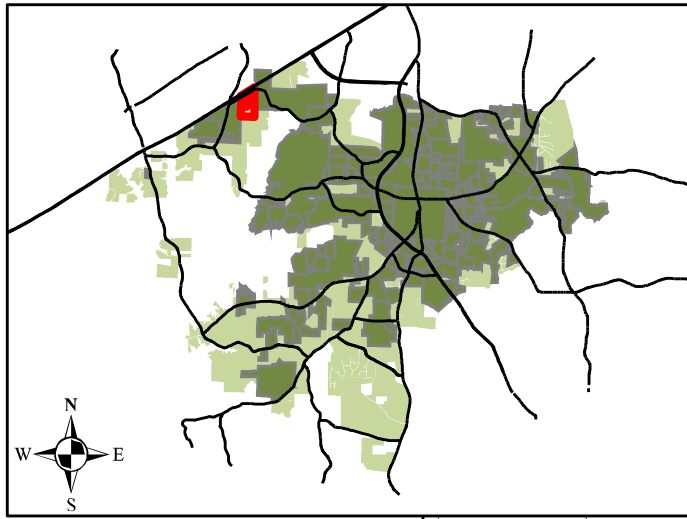
Funding Source(s):

N/A

Attachment(s):

1. A21-06 map
2. A21-06 Resolution of Sufficiency
3. A21-06 - DC Goodwin - Ordinance-draft
4. 21REZ04_7511 Woods Creek Rd_Ord RZ22-04
5. 21REZ04_7511 Woods Creek Rd_PB Staff Report
6. 21REZ04_7511 Woods Creek Rd_Petition

A 21-6 | Goodwin | 81.07 acres



Legend

-  Annexation
Property Site
-  Subdivisions
-  Lakes
-  GIS_Basem...
-  GIS_Basem...
-  Short Range
Urban
Service Area



Resolution No. 22-21

Date Adopted: May 3, 2022

Annexation No.: A21-06

**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:

TRACT 1

7.14 ACRES

**PROPERTY OF ALFRED KENT GOODWIN & SANDRA GAIL GOODWIN
(DB 17529 PG 2614)**

Beginning on a 3/4" capped iron pipe found with tac, being the northeastern most property corner of Alfred Kent Goodwin & Sandra Gail Goodwin (DB 17529, PG 2614), having North Carolina State Plane Coordinates of N: 703,613.52' E: 2,031,367.84'; thence North 88°58'00" West, 340.65 feet to a 1/2" capped iron pipe found with tac, thence South 1°04'17" West, 329.74 feet to a 1/2" bent iron pipe found; thence North 89°00'27" West, 259.37 feet to a 1/2" iron pipe found on the eastern 60' right-of-way line Copperhead Road; thence continuing along the eastern 60' right-of-way line Copperhead Road South 0°59'13" West, 330.62 feet to a 3/4" iron pipe found; thence leaving the eastern 60' right-of-way line Copperhead Road South 89°01'02" East, 600.33 feet to a 1" capped iron pipe found with tac; thence North 1°00'11" East, 660.01 feet to the **Point Of Beginning** containing 7.14 acres, more or less.

TRACT 2

6.01 ACRES

**PROPERTY OF ALFRED KENT GOODWIN & SANDRA GAIL GOODWIN
(DB 17529 PG 2614)**

Beginning on a 1/2" iron pipe found, being the southeastern most property corner of Alfred Kent Goodwin & Sandra Gail Goodwin (Tract 2) (DB 17529, PG 2614), having North Carolina State Plane Coordinates

of N: 703,685.83' E: 2,031,846.08'; thence North 87°25'21" West, 443.98 feet to a 1/2" iron pipe found; thence North 26°39'28" West, 441.22 feet to a 1/2" iron pipe found in the southern 60' public right-of-way line of Woods Creek Road (SR 1154); thence continuing along the southern 60' public right-of-way line of Woods Creek Road (SR 1154) North 58°53'09" East, 514.22 feet to a 1/2" iron pipe found; thence leaving the southern 60' public right-of-way line of Woods Creek Road (SR 1154) South 16°29'09" East, 709.16 feet to the **Point Of Beginning** containing 6.01 acres, more or less.

TRACT 3

70.32 ACRES

PROPERTY OF D.C. GOODWIN FARM

(DB 14057 PG 1499)

Beginning on a 3/4" capped iron pipe found with tac, a common corner between Alfred Kent Goodwin & Sandra Gail Goodwin (DB 17529, PG 2614) and D.C. Goodwin Farm (DB 14057 PG 1499), having North Carolina State Plane Coordinates of N: 703,613.52' E: 2,031,367.84'; thence North 88°58'00" West, 414.79 feet to a 1/2" capped iron pipe found with tac, passing through a 1/2" capped iron pipe found on line with tac at 340.65 feet; thence North 6°49'34" West, 305.02 feet to a 1/2" iron pipe found in the southern 60' public right-of-way line of Woods Creek Road (SR 1154); thence along and with the southern 60' public right-of-way line of Woods Creek Road (SR 1154) South 58°28'41" West, 241.74 feet to a 1/2" iron pipe found; thence leaving the southern 60' public right-of-way line of Woods Creek Road (SR 1154) North 0°24'19" East, 232.89 feet to a 1/2" capped iron pipe found with tac in the southern variable width public right-of-way line of U.S. Highway 1, passing through a 3/8" iron rod found at 70.72 feet; thence continuing along the southern variable width public right-of-way line of U.S. Highway 1 the following four (4) courses and distances:

North 58°34'11" East, 125.27 feet to a concrete monument found;

North 58°35'21" East, 806.84 feet to a concrete monument found;

North 58°36'41" East, 581.69 feet to a concrete monument found;

North 58°33'34" East, 227.50 feet to a 1/2" iron pipe found;

thence, leaving the southern variable width public right-of-way line of U.S. Highway 1, South 0°36'31" West, 131.83 feet to a 1" capped iron pipe found; thence South 0°31'43" West, crossing Woods Creek Road (SR 1154), 2,161.37 feet to a 1" iron pipe found, passing through a 1/2" iron pipe found on line at 52.68 feet, marking the northern 60' public right-of-way line of Woods Creek Road (SR 1154) and passing through a 1/2" capped iron pipe found on line at 116.30 feet, marking the southern 60' public right-of-way line of Woods Creek Road (SR 1154); thence South 0°27'16" West, 808.40 feet to a concrete monument found; thence North 87°31'27" West, 1,434.50 feet to a 1/2" capped iron pipe found in the eastern 60' right-of-way line Copperhead Road, passing through a 1/2" iron pipe found on line at 747.30 feet; thence, continuing along the eastern 60' right-of-way line Copperhead Road North 0°59'13" East, 1,065.75 feet to a 3/4" iron pipe found; thence leaving the eastern 60' right-of-way line Copperhead Road South 89°01'02" East, 600.33 feet to a 1" capped iron pipe found with tac; thence North 1°00'11" East, 660.01 feet to the **Point Of Beginning** containing 70.32 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, May 17, 2022.

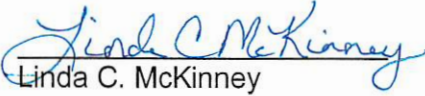
Section 3. Notice of the public hearing shall be published in the Raleigh News & Observer, newspapers having general circulation in the Town of Holly Springs, at least ten (10) days prior to the date of the public hearing.

Adopted this, the 3rd day of May, 2022.

ATTEST:



Sean Mayefskie, Mayor



Linda C. McKinney
Town Clerk





Annexation Ordinance No.: **A21-06**

Please mail after recordation to:

Town of Holly Springs
Town Clerk's Office
P. O. Box 8
Holly Springs, NC 27540

**An Ordinance to Extend the Corporate Limits
of the Town of Holly Springs, North Carolina**

WHEREAS, the Town Council of the Town of Holly Springs has been petitioned pursuant to the provisions of N.C.G.S. 160A-31 to annex the area described herein; and

WHEREAS, the Town Council of the Town of Holly Springs has directed the Town Clerk to investigate the sufficiency of the petition for annexation; and

WHEREAS, following the certification of the sufficiency of the petition by the Town Clerk, the Town Council fixed a date for a public hearing on the question of annexation and caused a notice thereof to be published in a paper of general circulation in the Town of Holly Springs once ten days prior to the date of the hearing; and

WHEREAS, the Town Council found as a fact following public hearing on the matter that the petition for annexation is sufficient and meets all of the requirements set forth in N.C.G.S. 160A-31;

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

Section 1. By virtue of the authority granted by N.C.G.S. 160A-31, the following described territory is hereby annexed and made part of the Town of Holly Springs effective as of the 17th day of May 2022.

Legal Description for Voluntary Annexation

Being 81.07 +/- acres located along Wood Creek Rd. as shown on the map recorded in Book of Maps ____, Page ____ in the Wake County Register of Deeds office.

Adopted this, the 17th day of May, 2022.

ATTEST TO:

Linda C. McKinney, Town Clerk

Sean Mayefskie, Mayor

I, Linda C. McKinney, Town Clerk of the Town of Holly Springs, do hereby certify that the foregoing is a true and accurate copy of an annexation ordinance duly adopted by the Town Council of the Town of Holly Springs, North Carolina, at a meeting held May 17, 2022, at 7 o'clock p.m. at the Town Hall in the Town of Holly Springs.

IN WITNESS WHEREOF, I have here unto set my hand and have caused the official corporate seal of said Town to be affixed, this the 17th day of May, 2022.

Linda C. McKinney, Town Clerk

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Ordinance No. 22-04

Date Submitted: June 7, 2022

Date Adopted: June 7, 2022

**AN ORDINANCE TO AMEND SECTIONS OF THE CODE OF ORDINANCES
TO MODIFY APPENDIX A: UNIFIED DEVELOPMENT ORDINANCE: OFFICIAL ZONING MAP
AND ADOPT THE COMPATIBILITY STATEMENT REQUIRED BY
NORTH CAROLINA GENERAL STATUTES 160D-605**

WHEREAS, the Town of Holly Springs Town Council adopted *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* in November 2007 and updated the plan in 2009 and 2018; and

WHEREAS, the Town of Holly Springs has received a request to modify the Official Zoning Map for 81.07 acres of Wake County PINs 0730131203, 0730145033, and 0730124768 from RR Rural Residential to BRT CU Business & Research Technology Conditional Use; and

WHEREAS, the *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* designates said parcels on the *Future Land Use Map* as Innovation Village; and

WHEREAS, the requested District proposes land uses that are consistent with the adopted *Vision Holly Springs: Town of Holly Springs Comprehensive Plan Future Land Use Map*, and

WHEREAS, the Holly Springs Planning Board reviewed this request at a Public Meeting on April 26, 2022 and recommended approval by a vote of 8-0; and

WHEREAS, an opportunity for public input into the suggested amendment has been offered in a public hearing before the Town Council; and

WHEREAS, after considering the recommendation of the Holly Springs Planning Board and the public input offered in a public hearing before the Town Council, the Town Council finds amending the Official Zoning Map will meet the development needs of the community and help achieve the *Vision Holly Springs: Town of Holly Springs Comprehensive Plan, Future Land Use Map* indicates this property as Innovation Village and the BRT district, with the conditional use restrictions offered by the owner, provides the opportunity to actively balance commercial and industrial development with conservation when promoting land use decisions that will enable the Town to develop a sustainable balanced tax base; and

WHEREAS, the Town Council finds the proposed amendment of the Official Zoning Map is reasonable and in the public interest by providing opportunities to expand the nonresidential tax base, generate economic activity for the community, and provide a unique and integrated development; and

THEREFORE, BE IT ORDAINED by the Holly Springs Town Council of the Town of Holly Springs, North Carolina, that the Unified Development Ordinance of the Town is amended as follows:

Part 1: Amend Unified Development Ordinance Section 1.20, C. Official Zoning Map with the following rezoning request: ##21-REZ-04 to change the zoning of PINs# 0730131203, 0730145033, and 0730124768 from RR Rural Residential to BRT CU Business & Research Technology Conditional Use, with the following owner offered conditions:

1. The following uses shall not be permitted as Primary Uses (uses as defined in UDO Section 13.3):
 - (a) Animal Boarding and Outdoor Kennel
 - (b) Neighborhood Recycling Collection Point
 - (c) Large Vehicle and Heavy Equipment Sales and Service
2. Development shall include a minimum of 10 percent open space (the "Total Open Space"). The Total Open Space may be spread throughout the development and connected by sidewalks and/or pedestrian pathways to promote a well-connected pedestrian network.
3. If surface parking is shared by multiple properties/tenants, a shared parking agreement shall be executed governing the use of the surface parking.
4. Development shall have a minimum building height of 25 feet
5. All buildings shall have access to sidewalks and/or pedestrian paths
6. If the property is developed for the uses and intensities contemplated in the Transportation Impact Analysis prepared by Timmons Group and finalized with the Goodwin rezoning 21-REZ-04 (the "TIA"), the development shall include the construction of, or payment of a fee in lieu, for the road improvements recommended by the TIA.
7. The development will increase biodiversity in perimeter buffers and open space areas by providing a variety of species for the canopy, understory, and shrub levels. Native and adaptive plant species shall be provided within these areas to minimize death from disease and to provide increased habitat and food sources for insects and animals. A minimum of 70% of provided plants shall be native species. No invasive species shall be permitted.
8. Drought resistant warm season grasses shall be planted throughout the development to minimize irrigation and chemical use.

TRACT 1

7.14 ACRES

PROPERTY OF ALFRED KENT GOODWIN & SANDRA GAIL GOODWIN
(DB 17529 PG 2614)

Beginning on a 3/4" capped iron pipe found with tac, being the northeastern most property corner of Alfred Kent Goodwin & Sandra Gail Goodwin (DB 17529, PG 2614), having North Carolina State Plane Coordinates of N: 703,613.52' E: 2,031,367.84'; thence North 88°58'00" West, 340.65 feet to a 1/2" capped iron pipe found with tac, thence South 1°04'17" West, 329.74 feet to a 1/2" bent iron pipe found; thence North 89°00'27" West, 259.37 feet to a 1/2" iron pipe found on the eastern 60' right-of-way line Copperhead Road; thence continuing along the eastern 60' right-of-way line Copperhead Road South 0°59'13" West, 330.62 feet to a 3/4" iron pipe found; thence leaving the eastern 60' right-of-way line Copperhead Road South 89°01'02" East, 600.33 feet to a 1" capped iron pipe found with tac; thence North 1°00'11" East, 660.01 feet to the Point Of Beginning containing 7.14 acres, more or less.

TRACT 2

6.01 ACRES

PROPERTY OF ALFRED KENT GOODWIN & SANDRA GAIL GOODWIN
(DB 17529 PG 2614)

Beginning on a 1/2" iron pipe found, being the southeastern most property corner of Alfred Kent Goodwin & Sandra Gail Goodwin (Tract 2) (DB 17529, PG 2614), having North Carolina State Plane Coordinates of N: 703,685.83' E: 2,031,846.08'; thence North 87°25'21" West, 443.98 feet to a 1/2" iron pipe found; thence North 26°39'28" West, 441.22 feet to a 1/2" iron pipe found in the southern 60' public right-of-way line of Woods Creek Road (SR 1154); thence continuing along the southern 60' public right-of-way line of Woods Creek Road (SR 1154) North 58°53'09" East, 514.22 feet to a 1/2" iron pipe found; thence leaving the southern 60' public right-of-way line of Woods Creek Road (SR 1154) South 16°29'09" East, 709.16 feet to the Point Of Beginning containing 6.01 acres, more or less.

TRACT 3

70.32 ACRES

PROPERTY OF D.C. GOODWIN FARM
(DB 14057 PG 1499)

Beginning on a 3/4" capped iron pipe found with tac, a common corner between Alfred Kent Goodwin & Sandra Gail Goodwin (DB 17529, PG 2614) and D.C. Goodwin Farm (DB 14057 PG 1499), having North Carolina State Plane Coordinates of N: 703,613.52' E: 2,031,367.84'; thence North 88°58'00" West, 414.79 feet to a 1/2" capped iron pipe found with tac, passing through a 1/2" capped iron pipe found on line with tac at 340.65 feet; thence North 6°49'34" West, 305.02 feet to a 1/2" iron pipe found in the southern 60' public right-of-way line of Woods Creek Road (SR 1154); thence along and with the southern 60' public right-of-way line of Woods Creek Road (SR 1154) South 58°28'41" West, 241.74 feet to a 1/2" iron pipe found; thence leaving the southern 60' public right-of-way line of Woods Creek Road (SR 1154) North 0°24'19" East, 232.89 feet to a 1/2"

capped iron pipe found with tac in the southern variable width public right-of-way line of U.S. Highway 1, passing through a 3/8" iron rod found at 70.72 feet; thence continuing along the southern variable width public right-of-way line of U.S. Highway 1 the following four (4) courses and distances:

North 58°34'11" East, 125.27 feet to a concrete monument found;

North 58°35'21" East, 806.84 feet to a concrete monument found;

North 58°36'41" East, 581.69 feet to a concrete monument found;

North 58°33'34" East, 227.50 feet to a 1/2" iron pipe found;

thence, leaving the southern variable width public right-of-way line of U.S. Highway 1, South 0°36'31" West, 131.83 feet to a 1" capped iron pipe found; thence South 0°31'43" West, crossing Woods Creek Road (SR 1154), 2,161.37 feet to a 1" iron pipe found, passing through a 1/2" iron pipe found on line at 52.68 feet, marking the northern 60' public right-of-way line of Woods Creek Road (SR 1154) and passing through a 1/2" capped iron pipe found on line at 116.30 feet, marking the southern 60' public right-of-way line of Woods Creek Road (SR 1154); thence South 0°27'16" West, 808.40 feet to a concrete monument found; thence North 87°31'27" West, 1,434.50 feet to a 1/2" capped iron pipe found in the eastern 60' right-of-way line Copperhead Road, passing through a 1/2" iron pipe found on line at 747.30 feet; thence, continuing along the eastern 60' right-of-way line Copperhead Road North 0°59'13" East, 1,065.75 feet to a 3/4" iron pipe found; thence leaving the eastern 60' right-of-way line Copperhead Road South 89°01'02" East, 600.33 feet to a 1" capped iron pipe found with tac; thence North 1°00'11" East, 660.01 feet to the Point Of Beginning

containing 70.32 acres, more or less.

Part 2:

REPEAL OF CONFLICTING ORDINANCES

All ordinances or parts of the Unified Development Ordinance of the Town of Holly Springs conflicting or inconsistent with the provisions of this rezoning ordinance are hereby repealed.

Part 3:

SEVERABILITY

If any section, part of a section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holdings shall not affect the remaining portion of this Ordinance and it shall be construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be held valid as if such part or parts had not been included therein, or if this Ordinance or any of the provisions thereof shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

Part 4:

INCLUSION IN UDO

It is the intention of the Town Council entered as hereby ordained, that the provisions of this Ordinance shall become and be made part of the Unified Development Ordinance of the Town of Holly Springs, North Carolina; that the Section(s) of this Ordinance may be

renumbered or relettered to accomplish such intention, and that the word “Ordinance” may be changed to “Section, or “Article” or other word.

Part 5:

EFFECTIVE DATE

The provisions of this ordinance shall become effective June 7, 2022 in accordance with the laws of the State of North Carolina.

Adopted this, the 7th day of June, 2022.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Town of Holly Springs Staff Report to the Planning Board

REQUEST FOR ZONE MAP CHANGE 7511 Woods Creek Rd. (Goodwin) Development 21-REZ-04

APPLICANT(S):

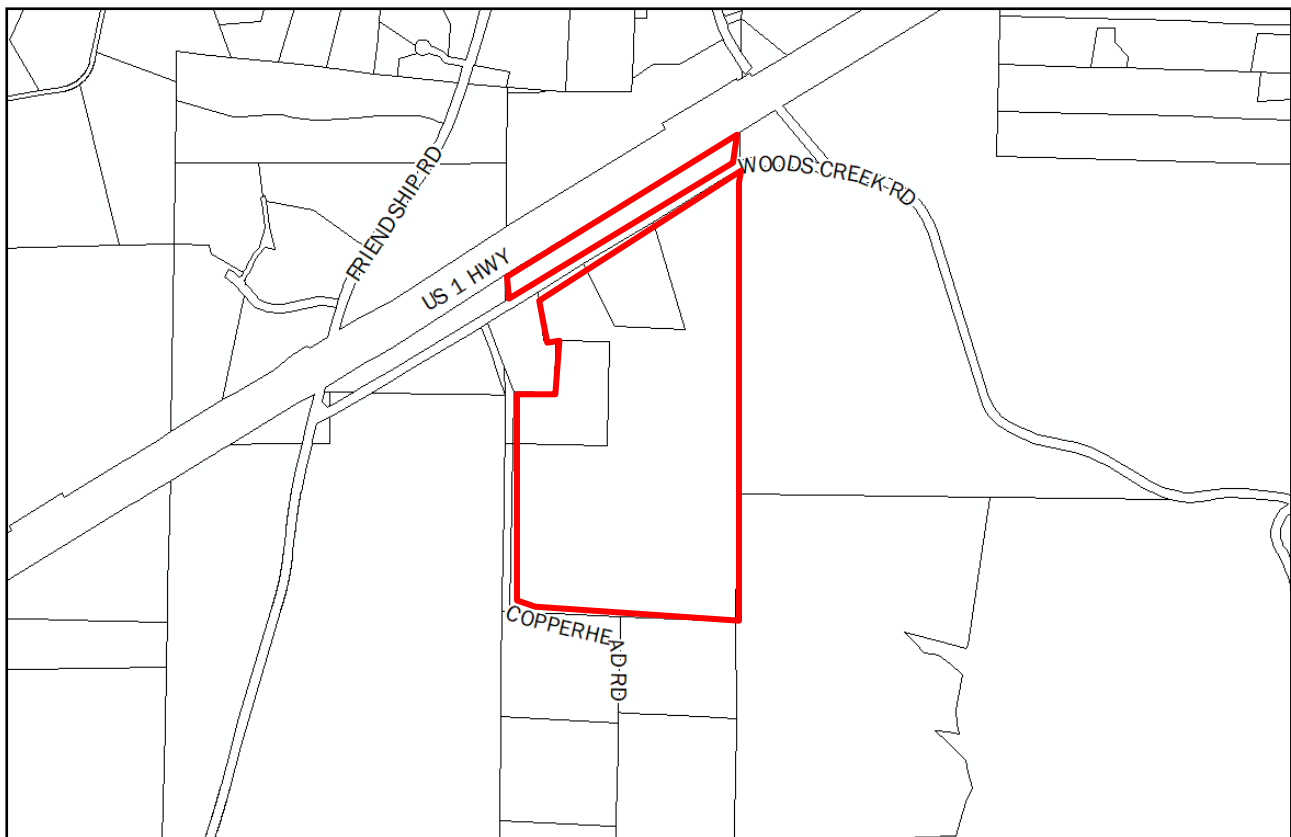
Chase Kerley
Crescent Communities
227 W Trade St. #1000
Charlotte, NC 28202

OWNER(S):

Sarah Gail Goodwin Trustee
Alfred Kent Goodwin Trustee
274 May Farm Rd.
Pittsboro, NC 27312

OWNER(S):

DC Goodwin Farm Ltd
Partnership
226 Woodside Dr.
Harrisburg, NC 28075

LOCATION:

☐ Within Corporate Limits of Holly Springs

☒ Within Holly Springs ETJ

☒ Annexation Pending

ANTICIPATED REVIEW SCHEDULE:

Planning Board: April 26, 2022

Town Council: May 17, 2022

STAFF CONTACTS: Cheryl Caines, Senior Planner
Rachel Jones, Development Review Engineer

ATTACHMENTS:

Petition for Zoning Map Change
Statement of Zoning Compatibility
Neighborhood Meeting Report

PARCEL INFORMATION			
OWNER	PARCEL #	ZONING	AREA
Sarah Goodwin Trustee	0730131203	RR Rural Residential	7.13± acres
Alfred Goodwin Trustee	0730145033	RR Rural Residential	6.01± acres
DC Goodwin Farm Limited Partnership	0730124768	RR Rural Residential	67.93± acres
TOTAL			81.07± acres

ADJACENT PROPERTY SITE DATA		
	ZONING	EXISTING LAND USE
Subject Property	RR Rural Residential	Vacant Residential
North	RR Rural Residential Town of Apex (across Hwy 1)	Residential
South	RR Rural Residential	Vacant Residential
East	RR Rural Residential	Public School
West	RR Rural Residential Beyond Copperhead Rd.: CB Community Business BRT Business Research Technology	Private Access Road (Copperhead Rd.) Vacant Vacant

PROPERTY HISTORY

ETJ History

Resolution: 15-18

Approved by Town Council on: April 21, 2015

Note: This project was submitted before the new UDO became effective on March 1, 2022. The rezoning request was reviewed for compliance against the 2002 UDO in place at time of application. The requested zoning district of BRT Business & Research Technology is based on the new UDO. The application was processed as a Conditional Use; therefore, the zoning will be BRT CU Business & Research Technology Conditional Use.

PROJECT OVERVIEW

The request is to rezone three properties totaling approximately 81.07 acres from RR Rural Residential to BRT Business & Research Technology CU Conditional Use. The three parcels are located south of US Hwy 1 along Woods Creek Road. One of the parcels is developed with a single-family dwelling, but the other two parcels are vacant. No particular development is proposed at this time. The applicant has proposed voluntary conditions to address compatibility with Future Land Use Plan goals.

Developer Commitments:

A Conditional Use District allows the Petitioner to place specific conditions on the property that are more restrictive than the minimum zoning regulations in the Town's Unified Development Ordinance. Once a Petitioner has placed such conditions with the Zoning Map Change request, they cannot be removed or modified to reduce the restriction. During the review and consideration process the Petitioner may add additional conditions or make the proposed conditions more restrictive, however, additional conditions or regulations cannot be added to the Petition by Planning Board or Town Council.

The property owner has offered conditions as described below:

1. The following uses shall not be permitted as Primary Uses (uses as defined in UDO Section 13.3):
 - (a) Animal Boarding and Outdoor Kennel
 - (b) Neighborhood Recycling Collection Point
 - (c) Large Vehicle and Heavy Equipment Sales and Service
2. Development shall include a minimum of 10 percent open space (the "Total Open Space"). The Total Open Space may be spread throughout the development and connected by sidewalks and/or pedestrian pathways to promote a well-connected pedestrian network.
3. If surface parking is shared by multiple properties/tenants, a shared parking agreement shall be executed governing the use of the surface parking.
4. Development shall have a minimum building height of 25 feet
5. All buildings shall have access to sidewalks and/or pedestrian paths
6. If the property is developed for the uses and intensities contemplated in the Transportation Impact Analysis prepared by Timmons Group and finalized with the Goodwin rezoning 21-REZ-04 (the "TIA"), the development shall include the construction of, or payment of a fee in lieu, for the road improvements recommended by the TIA.
7. The development will increase biodiversity in perimeter buffers and open space areas by providing a variety of species for the canopy, understory, and shrub levels. Native and adaptive plant species shall be provided within these areas to minimize death from disease and to provide increased habitat and food sources for insects and animals. A minimum of 70% of provided plants shall be native species. No invasive species shall be permitted.
8. Drought resistant warm season grasses shall be planted throughout the development to minimize irrigation and chemical use.

PLANNING & ZONING

Vision Holly Springs Comprehensive Plan

Land Use & Character

The Land Use & Character plan designation for these properties is Innovation Village.

Innovation Village abandons the idea of a conventional business or industrial park and imagines a mixed-use village that concentrates employment uses in a discernible center surrounded by one or more neighborhoods that support a variety of home densities and choices — including live-work units in the employment center. The design, scale, character, and intensity of development in the Innovation Village emphasizes technology, creativity, and innovation, and may support a corporate headquarters, research and development campus, manufacturing center, or other center of excellence and the nearby retail businesses and housing options needed for its employees.

Zone Map Change Analysis

The proposed BRT: Business & Research Technology district will allow for the development of employment uses consistent with the Innovation Village Character Area. The applicant has proposed

conditions to limit uses that would not promote the vision for the Innovation Village. Additional conditions are proposed to ensure consistency with the Innovation Village such as open space that is spread across the development site and connected by pathways, encouragement of shared parking, and buildings having a minimum height of 25 feet.

PARKS & RECREATION

Greenways (UDO Section 7.6)

A 10' wide sidepath will be required along Woods Creek Road in accordance with the approved Greenway Masterplan.

Civil Improvements

Potable Water Service:

Potable water service will be provided with the development of this site. The Developer will design and construct a watermain extension across the project site frontage and continue the extension to connect to existing watermain along Woods Creek Rd. and Friendship Rd., completing a loop in the network. A hydraulic water model and Fire Flow Analysis Report will be required with the Subdivision Plan and Development Plan. The Town is coordinating with the Developer to determine the approximate water demands needed with the build out of the project.

Reclaimed Water Service:

This project is in the Town's Reuse Service Area. Reclaimed water service will be provided to this development through connection to future reclaimed watermain along Friendship Rd., and existing reclaimed watermain along Woods Creek Rd. The reclaimed watermain will be extended through the site to serve the development. A hydraulic water model Report will be required with the Subdivision Plan and Development Plan. The Town is coordinating with the Developer to determine the approximate water demands needed with the build out of the project.

Sanitary Sewer Service:

Sanitary Sewer service will be provided to this development through construction of a new sanitary sewer pump station and forcemain. It is anticipated that the proposed forcemain will tie into the gravity sewer main that will be installed along Friendship Rd. as part of the Friendship Master Plan. Sanitary sewer will be routed through the site to provide service to the buildings once developed. A Sanitary Sewer Evaluation and Preliminary Design Report has been completed with the Rezoning; however, more detailed design will be provided with the Subdivision and Development Plans. The Town and Developer are continuing coordination and final revisions are expected to be finalized prior to Town Council.

Transportation:

In accordance with the Town's Unified Development Ordinance (UDO), this development is required to dedicate right-of-way and design and construct half of the ultimate street cross section along their property frontage along Woods Creek Rd. per the Town's Comprehensive Transportation Plan (CTP). The ultimate street cross section along Woods Creek Rd. is 4-lane, median divided thoroughfare. A Traffic Impact Analysis (TIA) has been provided with this Rezoning. The TIA was reviewed by the NCDOT and the Town. The following provides an overview of improvements expected with the development of the project.

- Woods Creek/Friendship Rd.:
 - Northbound right turn lane
 - Construction of, or proportionate fee toward future traffic signal
- Turn lanes at Site Access 1, 2, 3 and 4 on Woods Creek Rd.
- Construction of, or proportionate fee toward future traffic signal at Holly Springs New Hill Rd./Friendship Rd.
- New Hill Holleman/Friendship Rd.

- Southbound dual left turn lane and additional through lane
- Northbound right turn lane

Environmental and Stormwater:

This project is required to meet the Town of Holly Springs NPDES Ph. II Post Construction Stormwater Ordinance. Located in the Neuse River Basin, this project will be subject to all applicable requirements of that basin.

REQUESTED ACTION

ACTION #1: ZONE MAP CHANGE REQUEST

PLAN CONSISTENCY STATEMENT:

The requested zone map change from RR Rural Residential to BRT CU Business & Research Technology Conditional Use is consistent with the Vision Holly Springs Comprehensive Plan and Future Land Use Map designation of Innovation Village which allows for the development of employment centers and large-scale and small-scale industrial uses.

ZONE MAP CHANGE PETITION MOTION:

Motion that the Planning Board recommend the Town Council approve/deny Zone Map Change Petition #21-REZ-04 to change the zoning of approximately 81 acres from RR Rural Residential to BRT CU Business & Research Technology Conditional Use with the conditions offered by the applicant and as further described below, of Wake County PINs 0730131203, 0730145033, 0730124768.

From RR Rural Residential to BRT CU Business & Research Technology Conditional Use:

TRACT 1

7.14 ACRES

PROPERTY OF ALFRED KENT GOODWIN & SANDRA GAIL GOODWIN

(DB 17529 PG 2614)

Beginning on a 3/4" capped iron pipe found with tac, being the northeastern most property corner of Alfred Kent Goodwin & Sandra Gail Goodwin (DB 17529, PG 2614), having North Carolina State Plane Coordinates of N: 703,613.52' E: 2,031,367.84'; thence North 88°58'00" West, 340.65 feet to a 1/2" capped iron pipe found with tac, thence South 1°04'17" West, 329.74 feet to a 1/2" bent iron pipe found; thence North 89°00'27" West, 259.37 feet to a 1/2" iron pipe found on the eastern 60' right-of-way line Copperhead Road; thence continuing along the eastern 60' right-of-way line Copperhead Road South 0°59'13" West, 330.62 feet to a 3/4" iron pipe found; thence leaving the eastern 60' right-of-way line Copperhead Road South 89°01'02" East, 600.33 feet to a 1" capped iron pipe found with tac; thence North 1°00'11" East, 660.01 feet to the Point Of Beginning containing 7.14 acres, more or less.

TRACT 2

6.01 ACRES

PROPERTY OF ALFRED KENT GOODWIN & SANDRA GAIL GOODWIN

(DB 17529 PG 2614)

Beginning on a 1/2" iron pipe found, being the southeastern most property corner of Alfred Kent Goodwin & Sandra Gail Goodwin (Tract 2) (DB 17529, PG 2614), having North Carolina State Plane Coordinates of N: 703,685.83' E: 2,031,846.08'; thence North 87°25'21" West, 443.98 feet to a 1/2" iron pipe found; thence North 26°39'28" West, 441.22 feet to a 1/2" iron pipe found in the southern 60' public right-of-way

line of Woods Creek Road (SR 1154); thence continuing along the southern 60' public right-of-way line of Woods Creek Road (SR 1154) North 58°53'09" East, 514.22 feet to a 1/2" iron pipe found; thence leaving the southern 60' public right-of-way line of Woods Creek Road (SR 1154) South 16°29'09" East, 709.16 feet to the Point Of Beginning containing 6.01 acres, more or less.

TRACT 3
70.32 ACRES
PROPERTY OF D.C. GOODWIN FARM
(DB 14057 PG 1499)

Beginning on a 3/4" capped iron pipe found with tac, a common corner between Alfred Kent Goodwin & Sandra Gail Goodwin (DB 17529, PG 2614) and D.C. Goodwin Farm (DB 14057 PG 1499), having North Carolina State Plane Coordinates of N: 703,613.52' E: 2,031,367.84'; thence North 88°58'00" West, 414.79 feet to a 1/2" capped iron pipe found with tac, passing through a 1/2" capped iron pipe found on line with tac at 340.65 feet; thence North 6°49'34" West, 305.02 feet to a 1/2" iron pipe found in the southern 60' public right-of-way line of Woods Creek Road (SR 1154); thence along and with the southern 60' public right-of-way line of Woods Creek Road (SR 1154) South 58°28'41" West, 241.74 feet to a 1/2" iron pipe found; thence leaving the southern 60' public right-of-way line of Woods Creek Road (SR 1154) North 0°24'19" East, 232.89 feet to a 1/2" capped iron pipe found with tac in the southern variable width public right-of-way line of U.S. Highway 1, passing through a 3/8" iron rod found at 70.72 feet; thence continuing along the southern variable width public right-of-way line of U.S. Highway 1 the following four (4) courses and distances:

North 58°34'11" East, 125.27 feet to a concrete monument found;

North 58°35'21" East, 806.84 feet to a concrete monument found;

North 58°36'41" East, 581.69 feet to a concrete monument found;

North 58°33'34" East, 227.50 feet to a 1/2" iron pipe found;

thence, leaving the southern variable width public right-of-way line of U.S. Highway 1, South 0°36'31" West, 131.83 feet to a 1" capped iron pipe found; thence South 0°31'43" West, crossing Woods Creek Road (SR 1154), 2,161.37 feet to a 1" iron pipe found, passing through a 1/2" iron pipe found on line at 52.68 feet, marking the northern 60' public right-of-way line of Woods Creek Road (SR 1154) and passing through a 1/2" capped iron pipe found on line at 116.30 feet, marking the southern 60' public right-of-way line of Woods Creek Road (SR 1154); thence South 0°27'16" West, 808.40 feet to a concrete monument found; thence North 87°31'27" West, 1,434.50 feet to a 1/2" capped iron pipe found in the eastern 60' right-of-way line Copperhead Road, passing through a 1/2" iron pipe found on line at 747.30 feet; thence, continuing along the eastern 60' right-of-way line Copperhead Road North 0°59'13" East, 1,065.75 feet to a 3/4" iron pipe found; thence leaving the eastern 60' right-of-way line Copperhead Road South 89°01'02" East, 600.33 feet to a 1" capped iron pipe found with tac; thence North 1°00'11" East, 660.01 feet to the Point Of Beginning containing 70.32 acres, more or less.

TOWN OF HOLLY SPRINGS

REZONING, COMPREHENSIVE PLAN/ UDO AMENDMENT PETITION

 DPM Appendix #A.02
 Supplement #15
 December 2018

 The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule: <http://www.hollyspringsnc.us/planning>
Petition Type (check one- each request must be on separate petitions)

- ☒ Zoning Map Change: ☒ General Use District **or** ☐ Conditional Use District/Permit
☐ Comprehensive Plan Amendment (check all that apply)
☐ Text Amendment ☐ Future Land Use Plan Map Amendment
☐ Area/Corridor Plan Map Amendment / Name: _____
☐ UDO Amendment (UDO Section: _____)

Project Information

 Project Name: Goodwin Development

 Project Location: 7511 WOODS CREEK RD, Apex, NC 27539
Use street address. If none, use the closest intersection
☐ Within Corporate Limits ☐ Within Holly Springs ETJ ☒ Pending Annexation
 PIN: 0730124768, 0730131203, 0730145033 Real Estate ID: 0025804, 0378578, 0098013

 Project Acreage: (Rounded to nearest tenth) 81.07 AC Partial Parcel: ☒ No ☐ Yes

Scoping Meeting Date: _____ Concept Meeting Date: _____

If the Concept Meeting Date is not within 8 weeks of the submittal date, another Concept Meeting is required prior to submittal.
Petition Request

 Current Zoning: R-30 Proposed Zoning: BRT

 Current Future Land Use Designation: Innovation Village

 Proposed Future Land Use Designation: Innovation Village

Area Plan Designation (if applicable): _____

 Waivers Requested: ☒ No ☐ Yes- Specify UDO Section Number(s): _____
If yes, complete and attach appropriate Waiver Petition(s) from Waiver Packet
Petition Contact Information (complete each contact in its entirety- please print or type)

Project Applicant/Contact

 (check one) ☐ Owner ☐ Owner's Agent ☒ Design Professional ☒ Developer ☐ Other _____

 Is the applicant applying on behalf of the property owner(s)? ☒ Yes ☐ No If yes, please complete the Affidavit of Property Owner Consent form and attach. If applicant contact is not the Owner or representing the Owner(s), please complete Property Owner Notification Affidavit and attach.

 Name Chase Kerley Company Crescent Communities

 Mailing Address 227 W Trade St #1000

 City Charlotte State NC Zip 28202

 Telephone # (980) 321-6284 E-Mail CKERLEY@CrescentCommunities.com

 How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail

 How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Property Owner(s) if different than Applicant/Contact-REQUIRED attach additional sheets if necessary

 Name Sandra Gail Company _____

 Mailing Address 274 MAY FARM RD

 City Pittsboro State NC Zip 27312

Telephone # _____ E-Mail _____

 How would you like to receive staff review comments? ☒ E-Mail ☐ US Mail

 How would you like to receive Official Action Notices? ☒ E-Mail ☐ US Mail- Certified

Owner's Authorization (Required for Conditional Use Zoning or Conditional Use Permit)

Owner's Signature(s)

PIN/REID

Date

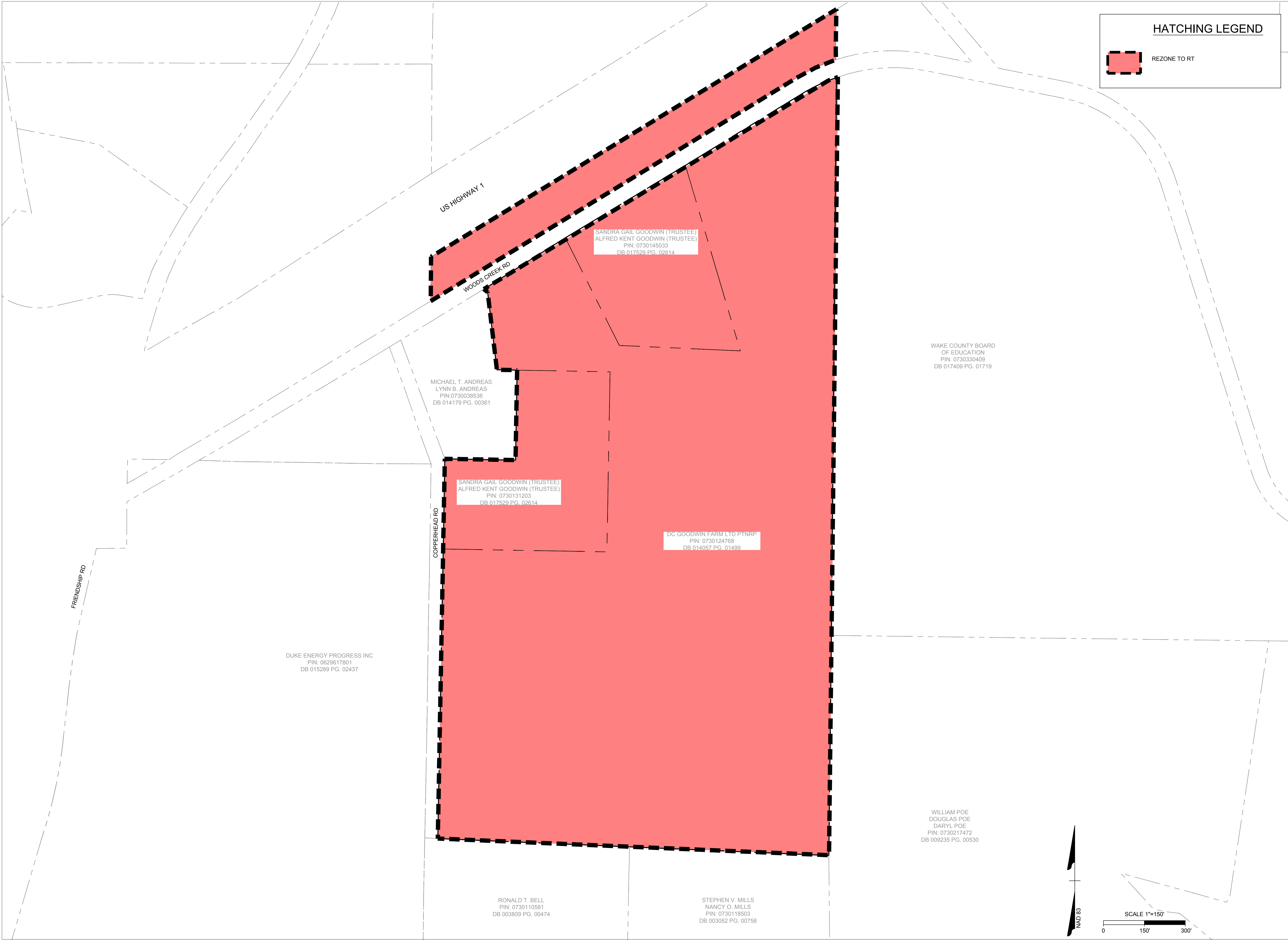
0730124768
7-28-21

DocuSigned by:

DocuSigned by:

Al Goodwin
Sandra Goodwin
0730131203, 0730145033

2022-Feb-14 | 12:24 PST



HATCHING LEGEND

REZONE TO RT

PRELIMINARY PLANS
FOR REVIEW ONLY

DO NOT USE FOR CONSTRUCTION

THIS DRAWING PREPARED AT THE
RALEIGH OFFICE
5410 Trinity Road, Suite 102 Raleigh, NC 27607
TEL 919.866-4951 FAX 919.935-5665 www.timmons.com

YOUR VISION ACHIEVED THROUGH OURS.

DATE

11/08/2021

DRAWN BY

-

DESIGNED BY

-

CHECKED BY

B. HALL

SCALE

AS SHOWN

TIMMONS GROUP

GOODWIN PARCEL
7511 WOODS CREEK ROAD, APEX, NORTH CAROLINA 27539
REZONING EXHIBIT

JOB NO.
48801

SHEET NO.
EX-1

These plans and associated documents are the exclusive property of TIMMONS GROUP and may not be reproduced in whole or in part and shall not be used for any purpose whatsoever, inclusive, but not limited to construction, bidding, and/or construction staking without the express written consent of TIMMONS GROUP.

Page 47 of 193

Zoning Consistency Statement

Project Information

Project Name: Goodwin Development
Proposed Zoning District: BRT
Proposed Land Use/Density: Research Technology Campus
Future Land Use Map Design: Innovation Village
Future Land Use /Density: Innovation Village

Petitioner's Response

Executive Summary

The proposed rezoning builds upon the goals of Comprehensive Plan by improving the Holly Springs Innovation Village for future major employers. This rezoning will allow Holly Springs to have a globally competitive business park that will promote positive growth throughout the community.

Section 1: Future Land Use & Community Character

- The BRT rezoning provides a contiguous area to where the Future Land Use Plan has called for BRT
- The BRT rezoning of this property will help set an anchor point for the future Innovation Village area called out on the Future Land Use Plan. This will help attract future employers and will provide a base point for this area to grow and expand.

Section 2: Transportation

- By attracting the major employers desired by the Town, this rezoning will meet Transportation's goal of supporting the economic vitality of Town by making this area a globally competitive business park.
- Providing multiple entry points off Woods Creek Road disperses potential traffic in the area increasing safety and limiting any impact on the performance of surrounding intersections.
- Improvements on existing roadways will meet the current requirements and support the goals of the long range transportation plan for the area.

Section 3: Parks & Recreation and Open Space

- The site will be designed to limit impact on wetlands and natural features
- The site plan will encourage the use and preservation of native plants in the ROW, buffers and setbacks wherever possible with our architectural standards and plans for road way buffers
- Though the security requirements and final development plans of individual employers within the park will need to be considered, we will encourage the allowance of greenway easements within the ROW of the new public roads and along the Woods Creek Road to help with the long term acquisition goals of the Greenway Master Plan of connecting Apex to Holly Springs.

Section 4: Community Facilities

- This rezoning will help increase the commercial tax base of the Town allowing it to continue to make facility investments throughout the community

Section 5: Infrastructure & Utilities

- This project will add new reclaimed water, domestic water, sanitary and public road infrastructure to the park to make it more “pad-ready” and attractive to the world class employers desired by the Town connecting and expanding the Town’s water, sewer and reclaimed networks.
- There will be road improvements along the frontage of the property and other surrounding areas based on the findings of the TIA and agreement between Town, NCDOT and developer.

Section 8: Natural Resources

- The infrastructure will be laid out to avoid as much of the wetland and natural buffers as possible
- Site Plan will aim to preserve and utilize native species within ROWs and Buffers throughout project as much as possible
- Will encourage use of native species in the landscape plans for each subsequent development plan through the architectural standards of the project
- Development will be sensitive to the existing natural resources including large tree stands and drainage-ways
- Low-impact design techniques and sustainable stormwater practices will be incorporated.

Submitted by:

Date: 4/7/22

Will Altman
Timmons Group

Proposed Rezoning Conditions
21-REZ-04
7511 Woods Creek Road

1. The following uses shall not be permitted as Primary Uses (uses as defined in UDO Section 13.3):
 - (a) Animal Boarding and Outdoor Kennel
 - (b) Neighborhood Recycling Collection Point
 - (c) Large Vehicle and Heavy Equipment Sales and Service
2. Development shall include a minimum of 10 percent open space (the “Total Open Space”). The Total Open Space may be spread throughout the development and connected by sidewalks and/or pedestrian pathways to promote a well-connected pedestrian network.
3. If surface parking is shared by multiple properties/tenants, a shared parking agreement shall be executed governing the use of the surface parking
4. Development shall have a minimum building height of 25 feet
5. All buildings shall have access to sidewalks and/or pedestrian paths
6. If the property is developed for the uses and intensities contemplated in the Transportation Impact Analysis prepared by Timmons Group and finalized with the Goodwin rezoning 21-REZ-04 (the “TIA”), the development shall include the construction of, or payment of a fee in lieu, for the road improvements recommended by the TIA.
7. The development will increase biodiversity in perimeter buffers and open space areas by providing a variety of species for the canopy, understory, and shrub levels. Native and adaptive plant species shall be provided within these areas to minimize death from disease and to provide increased habitat and food sources for insects and animals. A minimum of 70% of provided plants shall be native species. No invasive species shall be permitted.
8. Drought resistant warm season grasses shall be planted throughout the development to minimize irrigation and chemical use.

NOTIFICATION TO PROPERTY OWNER

Dear Property Owner,

I am requesting the Holly Springs Town Council to rezone your property described by:

Wake County Real Estate ID# 0025804, 0378578, 0098013

and PIN 0730124768, 0730131203, 0730145033

located at 7511 WOODS CREEK RD, Apex, NC 27539

from R-30 (existing zoning district) to
RT (proposed zoning district).

The public hearing before the Holly Springs Town Council on the matter will
be heard on TBD (date) at 7:00 PM.

Additional information can be obtained by contacting the Holly Springs
Department of Planning & Zoning at (919) 557-3908.

Thank you,

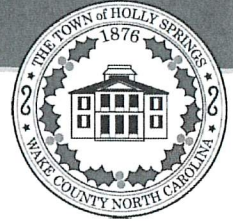
Signature of Applicant:

Date:



11/8/21

Name Chace Kerley Company Crescent
Mailing Address 601 S. Tryon St. Suite 900
City CLT State NC Zip 28202
Telephone # (704) 299-2306 Fax # () E-Mail ckerley@crescentcommonsites.com

TOWN OF HOLLY SPRINGS
ZONING PETITIONDPM Appendix #A.02
Supplement #15
December 2018**AFFIDAVIT OF OWNER NOTIFICATION**

The following Affidavit of Owner Notification shall be provided at time of petition submittal if the Applicant is requesting a Zoning Map Change for property(s) he/she does not own at the time of the petition submission.

The following form or a separately prepared document in substantially the same form may be used for submitting the Notice of the requested Zoning Map Change and the public hearing in association with a request for a Zoning Map Change to the property owner(s). The form must be sent to the owner(s) via certified mail. This Affidavit is to be signed by the Applicant of the requested Zoning Map Change and have attached thereto the USPS green certified mail receipt and a copy of the form sent to the owner(s) to ensure that all record owners of the property have been notified by the Applicant(s).

For DPZ Use only

Project # _____

Date Received: _____

AFFIDAVITSTATE OF NORTH CAROLINA
COUNTY OF WAKE

I hereby certify to the Town of Holly Springs that the owner of the property described by Wake County Real Estate ID 0025804, 0378578, 0098013 and PIN 0730124768, 0730131203, 0730145033 was served the notification attached to this Affidavit indicating the requested zoning map change petition and public hearing date and time. As evidence of the service of the notification, I hereby attach the return receipt from the certified mailing of this notice.

This the 8th day of November, 2021.

Applicant Signature _____

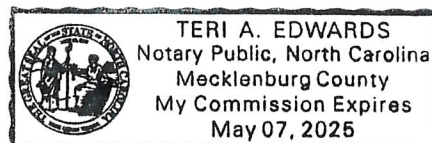
Printed name of Applicant Chace Kerley

NOTARY STATEMENT

Sworn to and subscribed before me the 8th day of November, 2021.Notary Public in and for the State of North Carolina. My Commission expires: May 7, 2021

Teri A. Edwards, TERI A. EDWARDS
Notary Public Printed

Seal



AFFIDAVIT OF OWNER CONSENT



If the Owner(s) of the subject property is giving authorization for another person to apply for a Conditional Use District and/or Conditional Use Permit on their property, this affidavit must be completed and signed by all record owners of the subject property.

The persons listed below do hereby appear before a Notary Public and swear or affirm that they are the legal owners of the described property, and further give authorization to

Chase Kerley of Crescent Communities
(Name of Representative) (Name of Company)

to submit a Petition for Zoning Map Change to a Conditional Use District and/or for a Conditional Use Permit for my (our) property from

R-30 to BRT
(Current Zoning District) (Proposed Zoning District)

and to offer additional use and/or standard restrictions as a part of the request for a Conditional Use Permit.

For DPZ Use only

Project # _____

Date Received: _____

Signature of Owner(s):

See attached signature pages

Wake County PIN/REID:

0730124768/ 0025804

0730131203/ 0378578

0730145033/ 0098013

Per conversations with the Town Attorney, this Conditional Use Permit form is being used to convert 21-REZ-04 from a General Use rezoning case to a Conditional rezoning case. Conditional Use Districts (which require a Conditional Use Permit ("CUP")) have been eliminated as an authorized zoning district by N.C. Gen. Stat 160D-703(b). Conditional Districts are allowed and Conditional rezoning cases are approved through a legislative process. N.C. Gen. Stat 160D-703(b). Accordingly, this Conditional rezoning case will not require a CUP or quasi-judicial hearing and will be reviewed and approved legislatively.

[Owner Signature Pages to Affidavit of Owner Consent]

PIN 0730124768/REID 0025804

D.C. GOODWIN FARM,
a North Carolina Limited Partnership

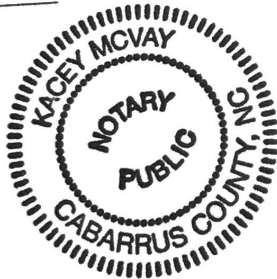
By: Sue G. Reading
Its Partner - LC

STATE OF North Carolina
Cabarrus COUNTY

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Sue G. Reading, Partner LC

Date: 3/1/22

[Affix Notary Stamp or Seal]

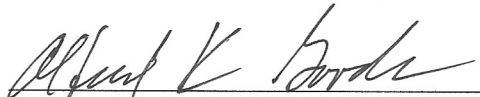


Kacey McVay
Kacey McVay, Notary Public
My Commission Expires: 2/28/23

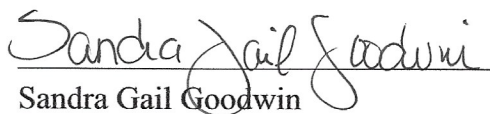
PIN 0730131203/REID 0378578

PIN 0730145033/REID 0098013

Alfred Kent Goodwin and Sandra Gail Goodwin, Trustees of the Alfred Kent Goodwin and Sandra Gail Goodwin Family Trust dated August, 2, 2019



Alfred Kent Goodwin

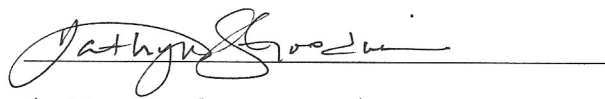


Sandra Gail Goodwin

STATE OF NC
WAKE COUNTY

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Alfred Kent Goodwin and Sandra Gail Goodwin.

Date: 02/24/2022


Kathryn S. Goodwin, Notary Public

[Affix Notary Stamp or Seal]

My Commission Expires: 03/08/2025



CONDITIONAL USE PERMIT

The following Conditional Use Permit form or a separately prepared document in substantially the same form may be used for submitting the Conditional Use Permit Restrictions Statement in association with a request for a Conditional Use District. The attached form is intended to meet the recording standards of the Wake County Register of Deeds.

If there are no changes to the Conditional Use Permit at the Public Hearing, the Department of Planning & Zoning will have the Review Officer sign the Permit and return it to the Applicant for recording in accordance with the Town of Holly Springs Development Procedures Manual.



If there are minor changes to the Conditional Use Permit approved at the Public hearing, the Applicant must modify the Permit to reflect the changes that were made and return the revised Permit to the Department of Planning & Zoning within ten (10) business days for Review Officer signature prior to recording in accordance with the Town of Holly Springs Development Procedures Manual.

An additional public hearing shall be required If the changes being required or requested are of such a substantial nature as to effect any of the following: the type of use, greater than 10% change in the overall density, significant alterations to site access, or hours of operation. If an additional public hearing is required, then the Petitioner shall modify the permit and cover the cost of republishing public notice.

Standard Document Criteria

A standard document meets the following criteria. If a document fails to meet any one of these criteria, the non-standard document fee will be added.

- Paper size is 8.5" x 11" or 8.5" x 14"
- Blank margin of 3" at top of first page.
- Blank margin of at least 1/4" on remaining sides of first page and on all sides of subsequent pages.
- Typed or printed in black on white paper in a legible font.
- A font size no smaller than 9 point shall be considered legible.
- Blanks in an instrument may be completed in pen and corrections to an instrument may be made in pen.
- One-sided only.
- Instrument type is stated at center of first page.

Prepared By: Timmons Group (William Altman)
5410 Trinity Road, Suite 102
Raleigh, NC 27607

Returned To: Town of Holly Springs Department of Planning & Zoning
P.O. Box 8
Holly Springs, NC 27540

Instrument Type: Other – Conditional Use Permit

TOWN OF HOLLY SPRINGS
ZONING PETITION

DPM Appendix #A.02
Supplement #15
November 2018

CONDITIONAL USE PERMIT



In accordance with the Town of Holly Springs Unified Development Ordinance, the Owner of the real estate located in the Town of Holly Springs, North Carolina, or its extra-territorial jurisdiction, which is described below, offers the following use and development standard restrictions for the following described parcel of real estate:

LEGAL DESCRIPTION: Legal description noted in the Wake County Register of Deeds office within Book 014057, Page 014999; Book 017529, Page 02614; Book 017529, Page 02614.

Property Owner: Sandra Gail Goodwin, Alfred Kent Goodwin, Sue G Readling - DC Goodwin Farm Ltd PTNRP

Property Descriptions: Vacant, agricultural

PIN(s): 0730124768, 0730131203, 0730145033

WRITTEN STATEMENT / TERMS OF CONDITIONAL USE PERMIT:

1. See attached list of zoning conditions.

2. Per conversations with the Town Attorney, this Conditional Use Permit form is being used to convert 21-REZ-04 from a General Use rezoning case to a Conditional rezoning case. Conditional Use Districts (which require a Conditional Use Permit ("CUP")) have been eliminated as an authorized zoning district by N.C. Gen. Stat 160D-703(b). Conditional Districts are allowed and Conditional rezoning cases are approved through a legislative process. N.C. Gen. Stat 160D-703(b). Accordingly, this Conditional rezoning case will not require a CUP or quasi-judicial hearing and will be reviewed and approved legislatively.

3.

4.

5.

The terms and conditions contained in this instrument shall run with the land, be binding on the Owner of the above-described real estate, subsequent owners, heirs, devisees, grantees, lessees, and licensees of the above-described real estate and other persons acquiring an interest therein. The terms of this conditional use permit may be modified or terminated by a decision of the Town of Holly Springs Town Council made at a public hearing after proper notice has been given and in connection with a petition for zoning map change.

The terms and conditions contained in this instrument shall be effective upon the approval of the conditional use district on the subject real estate and the approval of this Conditional Use Permit by the Town Council pursuant to the Town of Holly Springs Unified Development Ordinance, and shall continue in effect until modified or terminated by the Town of Holly Springs Town Council.

The terms and conditions of this instrument may be enforced by the Town of Holly Springs Town Council.

This Conditional Use Permit shall be retained in the office of the Department of Planning & Zoning of the Town of Holly Springs, North Carolina and shall constitute additional restrictions on the use and development of the subject real estate.

See attached owner signature pages

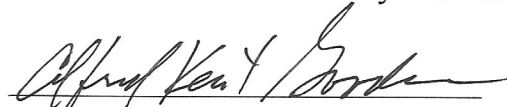
[Owner Signature Pages to Rezoning Conditions]

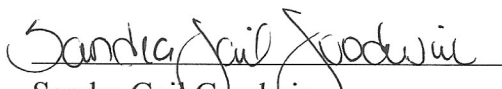
In witness whereof, Owner has executed this instrument this 1st day of March, 2022.PIN 0730124768/REID 0025804D.C. GOODWIN FARM,
a North Carolina Limited PartnershipBy: Sue G. Reading
Its Partner LCSTATE OF North
Cabarrus COUNTYI certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Sue G Reading, Partner LCDate: March 1, 2022Sharon Bailey
Notary PublicMy Commission Expires: June 13, 2022.

PIN 0730131203/REID 0378578

PIN 0730145033/REID 0098013

Alfred Kent Goodwin and Sandra Gail Goodwin, Trustees of the Alfred Kent Goodwin and Sandra Gail Goodwin Family Trust dated August, 2, 2019

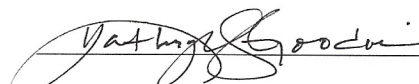

Alfred Kent Goodwin


Sandra Gail Goodwin

STATE OF NC
WAKE COUNTY

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Alfred Kent Goodwin and Sandra Gail Goodwin.

Date: 02/26/2022


Kathryn S. Goodwin, Notary Public

[Affix Notary Stamp or Seal]

My Commission Expires: 03/08/2025



NEIGHBORHOOD MEETING REPORT



Before submitting an application, the Petitioner must hold at least one (1) neighborhood meeting and submit to Development Services a written summary report of the neighborhood meeting.

☒ Neighborhood Meeting Date: 3/3/2022
Time: 5:00 PM
Location: Virtual-zoom

For DS Use only

Project # _____

Date Received: _____

☐ Complete ☐ Incomplete

Notification of Owners:

1. The Petitioner or Petitioner's Agent shall prepare a Neighborhood Meeting Notification to be sent via first class mail to the owner(s) of the land specified on the Petition, owner of land within a 300 foot radius of the subject property, and any homeowners association or property owners association that represents any parcels within that area as shown on the county tax listings.
2. The Notice shall include the date, time, and location of the Neighborhood Meeting; the name of the Petitioner; the location of the proposed request (address, tax property identification number, or metes and bounds description); and an explanation of the nature of the request.
3. The Notice shall be deposited in the mail not less than ten (10) days nor more than 25 days before the date of the Neighborhood Meeting.
4. The applicant shall post a sign on the property with the Time, date, and location of the neighborhood meeting.

☒ Date of Notification Mailing: 2/11/2022

Conduct of Meetings:

At the Neighborhood Meeting, the Petitioner shall explain the proposal and petition, answer any questions, respond to concerns neighbors have about the petition and proposed resolutions to these concerns. Town Staff will not attend the Neighborhood Meeting.

Summary of Issues:

See attached document for comments and persons that attended the meeting.

Attach Additional Sheets as needed

Changes made to the Petition by the Petitioner as a result of the meeting:

N/A

Attach Additional Sheets as needed

Additional attachments required for the report:

- ☒ A listing of those persons and organizations that were sent notification about the Neighborhood Meeting.
- ☒ A copy of the signed attendance list that includes names and addresses of those in attendance.

Neighborhood Meeting Report Prepared by:

Preparer's Signature(s)

Date

3/7/22

March 7, 2022

Goodwin Development- Neighborhood Meeting Notes

Wake County Parcel Identification Numbers – [0730124768, 0730131203, 0730145033]

Attendees

Will Altman, Timmons Group

Blake Hall, Timmons Group

Chase Kerley, Crescent Communities

Elizabeth McMillan, Crescent Communities

Mike Andreas, Neighboring parcel owner- 0730038536

Lynn Andreas, Neighboring parcel owner- 0730038536

Comments and Concerns

1. Concerns about layout and concept along their property and what the impacts would be.
2. What impacts will there be since they will be running a small organic farm in the industrial area?
 - o What will the 50' buffer look like?
 - o How will the runoff from the design effect their property?
3. They want to be updated as we move forward with design.
4. What is the timeline for the start of construction.
5. They are encouraged and excited to follow along.

February 11, 2022

RE: SITE ZONING REQUEST

Wake County Parcel Identification Numbers – [0730124768, 0730131203, 0730145033]

Dear Property Owner,

We are writing to advise you that Timmons Group, Inc is preparing to submit to the Town of Holly Springs to request a zoning change for 3 parcels totaling approximately 81.07 acres at 7511 Woods Creek Rd, Apex, NC 27539.

- 67.93 acre portion of PIN # 0730124768
- 7.13 acre portion of PIN # 0730131203
- 6.01 acre portion of PIN # 0730145033

This rezoning application is requesting to change the parcels from their current zonings of R-30 (Residential) to BRT (Research and Technology). This rezoning request is to allow for commercial/office buildings.

You are receiving this notice as a property owner within close proximity of this site so that we may invite you to an informational meeting, where we will present the details of the rezoning request. We will have an open discussion with you and your neighbors to address any questions or concerns you may have.

The neighborhood meeting will be held **virtually via zoom meeting at 5:00pm on March 3, 2022**. Zoom meeting information is provided on the reverse of this page.

Respectfully,

Will Altman, PE
Timmons Group
william.altman@Timmons.com



5410 Trinity Road
Suite 102
Raleigh, NC 27607

P 919.866.4951
F 919.859.5663
www.timmons.com

[Join Zoom Meeting](#)

Password: 999268

Phone one- US: [+13017158592](tel:+13017158592) or [+13126266799](tel:+13126266799)
tap:

Meeting URL: <https://timmons.zoom.us/j/99320659161?pwd=dIZCbDhNUjVVBk1NNXZEaGpWSTQrUT09>

Join by Telephone

For higher quality, dial a number based on your current location.

Dial:

US: +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or +1
346 248 7799 or +1 669 900 9128

Meeting ID: 993 2065 9161

Password: 999268

[International numbers](#)

Join from SIP:

Meeting ID: 993 2065 9161

SIP: 99320659161@zoomcrc.com

Password: 999268

SITE ZONING REQUEST

Zoom Meeting – March 3, 2022, 5:00pm

Wake County Parcel Identification Numbers – [0730124768, 0730131203, 0730145033]



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

New Business

Title: Fiscal Year 2022-23 Operating and Community Investment Plan Budget Adoption

Strategic Priority Area: Organizational Excellence

Economic Prosperity & Diversity

Engaged, Healthy, & Active Community

Responsible & Balanced Growth

Safe & Friendly

Staff Resource: Corey Petersohn, Finance, Randy Harrington, Town Manager

Action(s):

1. Adopt Budget Ordinance (22-10) for Fiscal Year 2022-23.
2. Adopt the following capital project and reserve budget ordinances:
 - Parks and Recreation Capital Project Ordinance (22-11)
 - PAYGO Capital Project Ordinance (22-12)
 - Street and Sidewalk Capital Project Ordinance (22-13)
 - Water Capital Project Ordinance (22-14)
 - Waste Water Capital Project Ordinance (22-15)
 - Town Building Capital Project Ordinance (22-16)
 - Utility PAYGO Capital Project Ordinance (22-17)
 - Grants and Special Revenue Fund Project Ordinance (22-18)
 - Street Reserve Ordinance (22-19)
 - Parks Reserve Ordinance (22-20)
 - Stormwater Reserve Ordinance (22-21)
 - Water Reserve Ordinance (22-22)
 - Waste Water Reserve Ordinance (22-23)
 - System Development Fee Reserve Ordinance (22-24)
 - Business Park Development Project Ordinance (22-25)
3. Adopt the Water and Waste Water System Development Fee Update Report (Dated March 2021) and establish the system development fees as included in the Town Manager's Recommended Budget.
4. Approve personnel policy changes effective July 1, 2022.
5. Authorize the Town Manager to execute agreements for the Town to join the North Carolina Health Insurance Pool (NCHIP) and designate the Town Manager (or Town Manager's designee) as representative to the NCHIP board of trustees.

Explanation:

1. Budget Adoption

- The Fiscal Year 2022-23 Operating Budget totals \$88,492,877 and will go into effect on July 1, 2022 through June 30, 2023.

Town Council Business Meeting
June 7, 2022

- At the May 24, 2022 Budget Workshop the Town Council made no changes to the Town Manager's Recommended Budget.
- The budget includes the following key recommendations
 - No property tax rate change
 - Significant investment in and commitment to recruiting and retaining a talented workforce in a challenging labor market
 - Implementation of a pay and classification study
 - Adding a savings health insurance plan option to increase health care affordability for employees
 - Adding 28 new positions to serve population growth, development related work demand, and run town business support operations
 - 15 General Fund positions
 - 9 Utility Fund Positions
 - 4 Stormwater Fund Positions
 - Focus on updating service models and customer experiences in:
 - Yard Waste Collection
 - Creation of a customer care center for service needs or inquiries
 - Parks and Recreation event/activities and park/playground amenities
- Implementation of a new water and wastewater rates and charges model to match industry best practices and more fairly allocated access fee charges
 - The typical residential customer will experience a \$1.86 monthly increase (about 2.9%).
 - System development fee increase to fund new infrastructure to serve growth.
 - The typical new 3/4inch water/sewer connection fee would increase from \$7,795 to \$11,700.

2. Community Investment Plan

- Capital project and reserve ordinances appropriate funds for implementing the Community Investment Plan.
- Community investments will provide:
 - Expansion and improvements of the Town's water and waste water systems
 - Continued design and construction for Holly Springs Road
 - Park and Playground rehabilitation, sunshades, and amenities
 - Construction of Town Facilities including the Operations Campus and Fire Station 3

3. System Development Fee Report Adoption

- In compliance with House Bill 436 (HB 436), the Town conducts periodic System Development Fee (SDF) studies.
- HB 436 defines the parameters of how much future growth burden related to public utilities (water and wastewater) infrastructure the development community will bear.
- The town must at all times adhere to these parameters.
- The March 2021 Water and Wastewater System Development Fee Update Report, prepared by Freese and Nichols Inc, calculated fees based on modifications to the Town's Land Use and Character Plan, Water and Wastewater Capital improvement plan, and project funding policies.
- The Town Council heard the results of the March 2021 report and proposed increases to the SDF less than the maximum allowable SDF in the study.

- The proposed SDF reflects industry best practices for the cost share balance of growth related infrastructure investments between the Town's existing utility customers and the development community.
- Proposed SDF per the 2021 SDF Report:
 - RESIDENTIAL - New development of a single residential home increases from \$7,795 to \$11,700 for 3/4-inch meters
 - NON-RESIDENTIAL - The proposed fees for non-residential connections will increase at the same percentage basis as the residential fees for all meter sizes
- Publication for a 45-day comment period and a public hearing are the two requirements of HB436, prior to adoption of the new fees.
 - The March 2021 Water and Wastewater System Development Fee Update Report was posted to the Town website on April 1, 2022.
 - A public hearing was held on May 17, 2022, at the Town Council Business meeting - one letter was received in response.

4. Personnel Policy Changes

- Included with the recommended budget are changes and updates to the Personnel Policy, including:
 - Expansion of the Town's anti-discrimination principles for hiring and promotional practices for Town employees that comply with the Equal Employment Opportunity Commission (EEOC)
 - Updates to implement the new Pay and Classification Study recommendations
 - Updates to reflect the Town no longer offering retiree health insurance for new employees hired on or after July 1, 2022
 - Updates to tuition reimbursement
 - Technical updates for language consistency

5. North Carolina Health Insurance Pool (NCHIP)

- The Town is joining the North Carolina Health Insurance Pool (NCHIP).
- Joining NCHIP will enable the Town to join a risk pool with other North Carolina units of local government.
- This agreement will provide a benefit of sharing insurance risk and mitigating future health insurance premium cost increases.

Background:

- The Town Manager's Recommended Budget implements the Mayor and Council's vision for the Town as laid out in the approved Strategic Plan.
- The Operating and Community Investment Plan Budget encompasses the strategic priority areas of:
 - Economic Prosperity and Diversity
 - Engaged Healthy and Active Community
 - Organizational Excellence
 - Responsible and Balanced Growth
 - Safe and Friendly
- Fiscal Year 2022-23 runs from July 1, 2022 through June 30, 2023.
- Per N.C.G.S. 159-13, the governing board shall adopt a budget ordinance not later than

Town Council Business Meeting
June 7, 2022

July 1.

- The budget must be balanced with revenues equaling expenditures.
- The Town Manager presented the Recommended Budget to the Mayor and Council on May 10, 2022.
- A public hearing for the budget occurred on May 17, 2022.
- The Mayor and Council Budget Workshop occurred on May 24, 2022 with no amendments made by Council to the budget.

Funding Source(s):

- FY2022-23 Operating Budget

Attachment(s):

1. 22-10 FY2022-23 Budget Ordinance
2. 22-11 Parks Project Ordinance
3. 22-12 PAYGO Project Ordinance
4. 22-13 Street and Sidewalks Project Ordinance
5. 22-14 Water Projects Capital Ordinance
6. 22-15 Waste Water Capital Project Ordinance
7. 22-16 Town Building Project Ordinance
8. 22-17 Utility PAYGO Project Ordinance
9. 22-18 Grants and Special Revenue Ordinance
10. 22-19 Street Reserves
11. 22-20 Parks and Recreation Reserves
12. 22-21 Stormwater Reserves
13. 22-22 Water Reserves
14. 22-23 Waste Water Reserves
15. 22-24 System Development Fee Reserves
16. 22-25 Business Park Development Project Ordinance
17. FY2022-23 Capital Project and Reserve Fund Updates
18. Personnel Policy - July 2022 Update
19. NCHIP Trust Agreement
20. Business Associate Agreement May 2022
21. Personnel Policy - July 2022 Changes (1)



Ordinance No. 22-10

Date Submitted: June 7, 2022

Date Adopted: June 7, 2022

**FISCAL YEAR 2022-23 BUDGET ORDINANCE
HOLLY SPRINGS, NORTH CAROLINA**

BE IT ORDAINED by the Town Council of Holly Springs, North Carolina:

Budget Adoption: There is hereby adopted the following Operating Budget for the Town of Holly Springs for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023; the same being adopted by fund and activity within each fund as listed.

SECTION 1:

General Fund	
Revenues:	
Ad Valorem Taxes	22,237,435
Sales Tax	11,500,000
Environmental Revenues	3,648,705
Transfers & Other Sources	3,648,201
Other Taxes and Licenses	3,328,704
Permits & Fees	2,780,500
Parks & Recreation Revenues	1,942,200
Public Safety Revenue	879,160
Miscellaneous Revenues	602,500
Intergovernmental / Grants	102,757
Total	50,670,162
Expenditures:	
Public Safety	18,508,050
General Government	12,361,526
Public Works	8,420,771
Parks & Recreation	6,539,662
Development	4,840,153
Total	50,670,162

Utility Fund	
Revenues:	
Water Sales	9,531,000
Waste Water Charges	8,570,700
Other Operating Revenues	1,705,500
Other Financing Sources	1,373,657
Miscellaneous Revenues	86,000
Total	21,266,857
Expenditures:	
Development	12,090,204
Non-Departmental	3,544,475
Central Services	2,970,326
Finance	1,743,372
Information Technology	572,802
Administration	198,078
Public Works	147,600
Total	21,266,857

Stormwater Management Program Fund	
Revenues	1,773,000
Expenditures	1,773,000

Powell Bill Fund	
Revenues	2,178,163
Expenditures	2,178,163

Emergency Telephone System Fund	
Revenues	246,216
Expenditures	246,216

General Fund – Debt Service Fund	
Revenues	8,061,212
Expenditures	8,061,212

Utility Fund – Debt Service Fund	
Revenues	4,297,267
Expenditures	4,297,267

SECTION 2.

Levy of Taxes: There is hereby levied, for Fiscal Year 2022-2023, an Ad Valorem tax rate of 42.16 cents per \$100 valuation of taxable property as listed for taxes as of January 1, 2022. This rate shall be levied with 29.93 cents to the General Fund and 12.23 cents to General Fund Debt Service per one \$100 valuation of taxable property.

The tax rate is based on an estimated total valuation of property for the purposes of taxation of \$7,408,826,376 and an estimated collection rate of 98.75%.

SECTION 3.

Fees and Charges: There is hereby established, for Fiscal Year 2022-2023 various fees and charges as contained in the Town Manager's Recommended Fiscal Year 2022-2023 Budget.

SECTION 4.

There is hereby confirmed, for Fiscal Year 2022-2023 a \$25 Municipal Vehicle Tax to be included in vehicle registration and property tax bills collected by the North Carolina Department of Revenue.

SECTION 5.

Sanitation, recycling, and yard waste fees shall be levied at a rate of \$19.82 per household per month. This includes one trash bin, one recycling bin and up to 2.5 cubic yards of allowed yard waste.

SECTION 6.

Salaries & Salary Grades: The following shall govern salary and wage compensation for Fiscal Year 2022-2023:

- A. **Employee Salary Adjustments.** Salary adjustments shall range between 0%-6% based on performance. Position classifications are to be continuously reviewed and adjustments instituted by the Town Manager to make the plan fair for all classes of employees.
- B. **Salary Grade Adjustments.** All employee titles and salary grades reflect the implementation of a new pay and classification system. In the event any job title labeling errors or technical salary calculation errors are identified, the Town Manager is authorized to make corrections consistent with the purpose, intent, and methodology of the pay study.
- C. The Town Manager or designee is authorized to reclassify a current employee position's salary grade for any position with a defined salary grade range, as listed in the Town Manager's Recommended Fiscal Year 2022-23 Budget, if the incumbent has satisfied the Department's requirements to include any required training, professional certification, or other positional requirements.

SECTION 7.

The Town Manager is hereby authorized to transfer appropriations within a fund as contained herein under the following conditions as specified in North Carolina General Statute §159.

- A. Authorize budget transfers within a department without prior approval of the Town Council.
- B. Approve budget transfers between departments within the same fund up to \$50,000 without prior approval of the Town Council and will be reported to Town Council by the following month.
- C. All inter-departmental budgetary transfers or appropriations above \$50,000, between funds, or that increase or decrease the total budget of any fund must be approved in advance by Town Council.

SECTION 8.

The Town Manager is hereby authorized to enter into contracts up to \$50,000 without prior Town Council approval. The Town Manager is hereby also authorized to execute contractual documents under the following conditions:

- A. Town Manager may execute contracts for (1) purchases of apparatus, supplies and materials or equipment which are within budgeted departmental appropriations; (2) leases of personal property for a period of one year or less and within budgeted departmental appropriations; and (3) services which are within budgeted departmental appropriations. Any of the above may be in the formal bidding range for contracts.
- B. Town Manager may execute grant agreements to or from public and non-profit organizations which are within budgeted appropriations unless a grantor organization requires execution by the Town Council.
- C. Town Manager may execute contracts, as the lessor or lessee of real property, which are of one-year duration or less if funds therefore are within budgeted appropriations.

SECTION 9.

Restricted Revenues: The Finance Officer is hereby directed to fund appropriations that have specified revenues prior to funding with General Fund monies. This is to include but not limited to ABC profits, sales tax, and state and federal grants.

SECTION 10.

Encumbrances: Operating funds encumbered on the financial records as of June 30, 2022, are hereby re-appropriated to this budget. All project ordinance appropriations are continued.

SECTION 11.

Budget Control: The Town Council in approving the budget has utilized to the fullest extent possible its revenue sources. Over collections of revenue or unanticipated revenue, sources cannot be expected to materialize during the year. It is therefore, of utmost importance, and the Town Manager is hereby directed to initiate steps to insure compliance with the budget, as fixed herein. The Town Manager is further directed where it appears that costs may possibly exceed budget appropriations, to first take steps to contain costs by any necessary methods including reductions in services prior to requesting budget amendment action by the Town Council.

SECTION 12.

The Town Council hereby authorizes the Wake County Tax Administrator to bill and collect taxes for the Town.

SECTION 13.

Multi-year projects on the financial records as of June 30, 2022 are hereby re-appropriated to fiscal year 2022-2023.

SECTION 14.

That in addition to the projects covered by Section 13, any remaining encumbered appropriations from the prior fiscal year for contracts and purchase orders that carry over into the current fiscal year are re-appropriated for expenditure in the current fiscal year. Additionally any unexpended appropriations for previously authorized multi-year capital projects or grant projects are re-appropriated for expenditure in the current fiscal year; local grant-matching obligations that were previously authorized as part of multiyear grant projects are also re-appropriated for expenditure in the current fiscal year.

SECTION 15.

The Town Manager or designee is hereby authorized to move appropriations within a fund, to include the authority to move appropriations within funds for reorganization.

SECTION 16.

Sections of this ordinance estimate income (grants, debt, and other permanent funding sources). Until actual receipt, the Finance Officer or their designee is hereby authorized to advance funding from the appropriate fund's fund balance to cover the budgeted expense. Upon receipt of the income or debt proceeds, funds advanced shall revert back to the source fund's fund balance. If the permanent funding is not realized, the advance may be designated as the permanent source of funding. Upon receipt of the permanent funding, the sources and levels of funding for the project specified may be adjusted to reflect permanent financing. Total project appropriation levels shall not exceed the amounts specified unless amended by a subsequent ordinance.

SECTION 17.

The Finance Officer or designee is hereby authorized to transfer interest earnings from various cooperating and capital funds to the appropriate debt service funds according to Town Council policy, except where specific exceptions have been authorized.

SECTION 18.

The Finance Officer or designee is authorized to appropriate amounts needed to fund the following:

- A. Current fiscal year debt issues that have been approved by Town Council.
- B. Amounts needed to satisfy federal government regulations related to interest earnings on debt issues.
- C. Banking fees.
- D. Sales and use taxes, when required by law.
- E. Insurance premiums, risk management claims (that are entirely covered under a policy of insurance and have approval of the Town Manager), legal fees, utility bills, solid waste collection fees, escrow payments, annual hardware/software maintenance for town equipment, refunds (expressly excluding property tax bills or town license fees), adjustments to utility bills pursuant to Town Council policy.

SECTION 19.

The Finance Officer or designee is authorized to close projects, remove any excess appropriations and return associated balances to the appropriate Fund's original source.

SECTION 20.

The Finance Officer or designee is authorized to create and maintain a capital reserve fund in order to account for all system development fee proceeds as required by Article 8 of NCGS 162A, which shall remain so long as the town collects system development fees.

SECTION 21.

The Town Manager is hereby authorized to adjust appropriations in accordance with any Town Council amendments to this budget ordinance made by motion of the Town Council at a duly called meeting.

SECTION 22: All ordinances in conflict with this ordinance are hereby repealed or amended to reflect the controlling nature of this Ordinance. In the event that any ordinance or policy establishes a fee or charge less than that which is described in the document described in Section 3 of this Ordinance, this Ordinance shall control.

The provisions of this ordinance shall become effective July 1, 2022 in accordance with the laws of the State of North Carolina.

Adopted this, the 7th day of June 2022.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Ordinance No. 22-11

Date Submitted: June 7, 2022

Date Adopted: June 7, 2022

**Parks and Recreation Capital Project Ordinance
HOLLY SPRINGS, NORTH CAROLINA**

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

SECTION I: The project authorized by this ordinance consists of parks and recreation capital projects.

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

SECTION III: Parks and Recreation Fees shall be deposited directly in the fund effective June 7, 2022:

Parks and Recreation Capital Project Fund	
Expenditures:	
Parks and Recreation Capital Project Fund	25,880,869
Total	25,880,869

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

Park and Recreation Capital Project Fund	
Revenues:	
Transfer In	14,706,661
State Grants	834,340
Federal Grants	1,133,000
Bond Proceeds	9,177,668
Miscellaneous Revenues	29,200
Total	25,880,869

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

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

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

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

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

The provisions of this ordinance shall become effective June 7, 2022 in accordance with the laws of the State of North Carolina.

Adopted this, the 7th day of June 2022.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Ordinance No. 22-12

Date Submitted: June 7, 2022

Date Adopted: June 7, 2022

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

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

SECTION I: The project authorized by this ordinance consists of general government “pay-as-you-go” (PAYGO) capital projects related to downtown development, public facilities, Town projects, sidewalk and streets, Americans with Disabilities Act (ADA) improvements, vehicle replacements, park and playground amenities, and one-time general government capital projects, infrastructure, and equipment.

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: PAYGO Fees shall be deposited directly into the fund effective June 7, 2022

PAYGO Fund	
Expenditures:	
Town Projects	2,220,163
Public Facility Projects	754,893
Sidewalks and Street Projects	725,000
Park and Playground Amenities	350,000
Vehicle Replacements	261,000
ADA Projects	155,000
Downtown Development	85,694
Total	4,551,750

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

PAYGO Fund	
Revenues:	
General Government Revenues	4,361,162
Federal Grants	190,588
Total	4,551,750

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

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

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

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

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

The provisions of this ordinance shall become effective June 7, 2022 in accordance with the laws of the State of North Carolina.

Adopted this, the 7th day of June 2022.

Town of Holly Springs by

ATTEST:

Sean Mayefskie, Mayor

Linda McKinney, Town Clerk





Ordinance No. 22-13

Date Submitted: June 7, 2022

Date Adopted: June 7, 2022

**Street and Sidewalk Capital Project Ordinance
HOLLY SPRINGS, NORTH CAROLINA**

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

SECTION I: The project authorized by this ordinance consists of street and sidewalk projects.

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

SECTION III: Parks and Recreation Fees shall be deposited directly in the fund effective June 7, 2022:

Street and Sidewalk Project Fund	
Expenditures:	
Street and Sidewalk Projects	104,555,432
Total	104,555,432

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

Street and Sidewalk Project Fund	
Revenues:	
Intergovernmental / State Grants	35,295,100
Transfers In	19,842,526
General Obligation Bond Proceeds	43,210,306
Limited Obligation Bond Proceeds	5,531,000
Developer Contributions	676,500
Total	104,555,432

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

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

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

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

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

The provisions of this ordinance shall become effective June 7, 2022 in accordance with the laws of the State of North Carolina.

Adopted this, the 7th day of June 2022.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Ordinance No. 22-14

Date Submitted: June 7, 2022

Date Adopted: June 7, 2022

**Water Capital Project Ordinance
HOLLY SPRINGS, NORTH CAROLINA**

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

SECTION I: The project authorized by this ordinance consists of Water system projects.

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

SECTION III: The following amounts are appropriated for the project funds effective June 7, 2022

Water Project Fund	
Expenditures:	
Water Projects	35,549,846
Total	35,549,846

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

Water Project Fund	
Revenues:	
Transfers In	9,049,846
Revenue Bond Proceeds	8,000,000
State Grants	8,000,000
Federal Grants	5,500,000
Private Contributions	5,000,000
Total	35,549,846

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

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

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

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

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

The provisions of this ordinance shall become effective June 7, 2022 in accordance with the laws of the State of North Carolina.

Adopted this, the 7th day of June 2022.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Ordinance No. 22-15

Date Submitted: June 7, 2022

Date Adopted: June 7, 2022

**Waste Water Capital Project Ordinance
HOLLY SPRINGS, NORTH CAROLINA**

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

SECTION I: The project authorized by this ordinance consists of Waste Water system projects.

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

SECTION III: Waste Water Fees shall be deposited directly into the fund effective June 7, 2022

Waste Water Fund	
Expenditures:	
Waste Water Projects	77,612,570
Total	77,612,570

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

Waste Water Fund	
Revenues:	
Revenue Bond Proceeds	23,458,410
Transfer In	22,248,960
State Grants and Loans	17,500,000
Economic Development Grants	8,250,000
Federal Grants	5,960,000
Developer Contributions	195,200
Total	77,612,570

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

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

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

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

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

The provisions of this ordinance shall become effective June 7, 2022 in accordance with the laws of the State of North Carolina.

Adopted this, the 7th day of June 2022.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Ordinance No. 22-16

Date Submitted: June 7, 2022

Date Adopted: June 7, 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: Town Building Project Fees and Revenues shall be deposited in the fund effective June 7, 2022:

Town Building Project Fund	
Expenditures:	
Town Buildings Projects	43,643,317
Total	43,643,317

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	24,053,764
Revenue Bond	15,000,000
State Grants	2,500,000
Total	43,643,317

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 June 7, 2022 in accordance with the laws of the State of North Carolina.

Adopted this, the 7th day of June 2022.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Ordinance No. 22-17

Date Submitted: June 7, 2022

Date Adopted: June 7, 2022

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

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

SECTION I: The project authorized by this ordinance consists of water and sewer enterprise fund “pay-as-you-go” (PAYGO) capital projects related to water and sewer system infrastructure, planning, studies, and capital assets.

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 Utility PAYGO Fees shall be deposited directly into this fund effective June 7, 2022.:

Utility PAYGO Fund	
Expenditures:	
Water and Sewer Projects	1,877,000
Total	1,877,000

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

Utility PAYGO Fund	
Revenues:	
Transfers In	1,877,000
Total	1,877,000

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

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

SECTION VII: The Town Manager is authorized to amend expenditures within the fund for

expenditures that are authorized per section I of this ordinance that do not change the total appropriation within the fund.

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

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

The provisions of this ordinance shall become effective June 7, 2022 in accordance with the laws of the State of North Carolina.

Adopted this, the 7th day of June 2022.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Ordinance No. 22-18

Date Submitted: June 7, 2022

Date Adopted: June 7, 2022

**Grants and Special Revenue Fund Project Ordinance
HOLLY SPRINGS, NORTH CAROLINA**

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

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

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

SECTION III: Grants and Special Revenue Fund Fees shall be deposited directly in the fund effective June 7, 2022

Grant and Special Revenue Fund	
Expenditures:	
Code Enforcement	1,980,512
Police	345,858
General Government	111,891
Parks and Recreation	39,063
Total	2,477,324

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

Grant and Special Revenue Fund	
Revenues:	
Inspections Revenues	1,978,018
Federal Grants	329,585
Other Grants and Donations	144,857
Miscellaneous Revenues	24,864
Total	2,477,324

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

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

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

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

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

The provisions of this ordinance shall become effective June 7, 2022 in accordance with the laws of the State of North Carolina.

Adopted this, the 7th day of June 2022.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Ordinance No. 22-19

Date Submitted: June 7, 2022

Date Adopted: June 7, 2022

**Street Capital Reserve Fund
HOLLY SPRINGS, NORTH CAROLINA**

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

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

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

SECTION III: General fund revenues as identified will be transferred into this fund effective June 7, 2022.

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

Street Capital Reserve Fund	
Expenditures:	
Transfers Out	5,868,046
Total	5,868,046

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

Street Capital Reserve Fund	
Revenues:	
Transfers In	5,868,046
Total	5,868,046

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

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

The provisions of this ordinance shall become effective June 7, 2022 in accordance with the laws of the State of North Carolina.

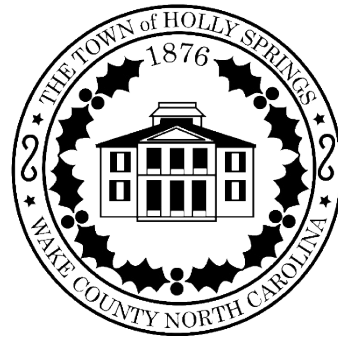
Adopted this, the 7th day of June 2022.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Ordinance No. 22-20

Date Submitted: June 7, 2022

Date Adopted: June 7, 2022

**Parks and Recreation Capital Reserve Fund
HOLLY SPRINGS, NORTH CAROLINA**

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

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

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

SECTION III: General fund revenues and Parks and Recreation Development Fees as identified will be transferred into this fund effective June 7, 2022.

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

Parks and Recreation Capital Reserve Fund	
Expenditures:	
Transfers Out	13,183,428
Total	13,183,428

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

Parks and Recreation Capital Reserve Fund	
Revenues:	
Development Fees	7,254,886
Transfers In	4,699,115
Other Revenues	1,229,427
Total	13,183,428

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

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

The provisions of this ordinance shall become effective June 7, 2022 in accordance with the laws of the State of North Carolina.

Adopted this, the 7th day of June 2022.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Ordinance No. 22-21

Date Submitted: June 7, 2022

Date Adopted: June 7, 2022

**Stormwater Capital Reserve Fund
HOLLY SPRINGS, NORTH CAROLINA**

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

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

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

SECTION III: Stormwater fund revenues as identified will be transferred into this fund effective June 7, 2022.

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

Stormwater Capital Reserve Fund	
Expenditures:	
Transfers Out	1,408,597
Total	1,408,597

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

Stormwater Capital Reserve Fund	
Revenues:	
Stormwater Revenues	1,408,597
Total	1,408,597

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

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

The provisions of this ordinance shall become effective June 7, 2022 in accordance with the laws of the State of North Carolina.

Adopted this, the 7th day of June 2022.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Ordinance No. 22-22

Date Submitted: June 7, 2022

Date Adopted: June 7, 2022

**Water Capital Reserve Fund
HOLLY SPRINGS, NORTH CAROLINA**

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

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

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

SECTION III: Utility fund revenues as identified will be transferred into this fund effective June 7, 2022.

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

Water Capital Reserve Fund	
Expenditures:	
Transfers Out	10,535,383
Total	10,535,383

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

Water Capital Reserve Fund	
Revenues:	
Water Revenues	10,535,383
Total	10,535,383

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

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

The provisions of this ordinance shall become effective June 7, 2022 in accordance with the laws of the State of North Carolina.

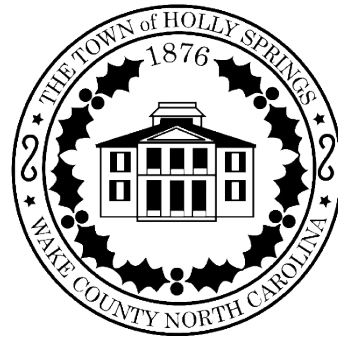
Adopted this, the 7th day of June 2022.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Ordinance No. 22-23

Date Submitted: June 7, 2022

Date Adopted: June 7, 2022

**Waste Water Capital Reserve Fund
HOLLY SPRINGS, NORTH CAROLINA**

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

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

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

SECTION III: Utility fund revenues as identified will be transferred into this fund effective June 7, 2022.

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

Waste Water Capital Reserve Fund	
Expenditures:	
Transfers Out	5,859,431
Total	5,859,431

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

Waste Water Capital Reserve Fund	
Revenues:	
Waste Water Revenues	5,859,431
Total	5,859,431

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

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

The provisions of this ordinance shall become effective June 7, 2022 in accordance with the laws of the State of North Carolina.

Adopted this, the 7th day of June 2022.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Ordinance No. 22-24

Date Submitted: June 7, 2022

Date Adopted: June 7, 2022

**System Development Fee Capital Reserve Fund
HOLLY SPRINGS, NORTH CAROLINA**

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

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

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

SECTION III: Water, Reclaimed Water, and Sewer System Development Fees shall be deposited directly into this fund effective June 7, 2022.

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

System Development Fee Capital Reserve Fund	
Expenditures:	
Transfers Out	26,003,711
Total	26,003,711

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

System Development Fee Capital Reserve Fund	
Revenues:	
System Development Fee Revenues	26,003,711
Total	26,003,711

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

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

The provisions of this ordinance shall become effective June 7, 2022 in accordance with the laws of the State of North Carolina.

Adopted this, the 7th day of June 2022.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Ordinance No. 22-25

Date Submitted: June 7, 2022

Date Adopted: June 7, 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 fund effective June 7, 2022:

Business Park Development Project Fund	
Expenditures:	
Business Park Development Projects	21,438,938
Total	21,438,938

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	179,736
Total	21,438,938

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 June 7, 2022 in accordance with the laws of the State of North Carolina.

Adopted this, the 7th day of June 2022.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk



Fiscal Year 2022-23 Community Investment Plan

Parks and Recreation Capital Projects

	<i>Previously Approved Fund Budget</i>	\$ 22,127,069
Changes:		
	Bass Lake Dam Improvements	\$ 800,000
	Sugg Farm Amenities	\$ 125,000
	Boardwalk and Bridge Replacement	\$ 128,800
	Mims Park Trails and Signage	\$ 150,000
	Hunt Center Lobby Area Renovation	\$ 250,000
	Priority Greenway Connections	\$ 300,000
	Cass Holt Rd Park - Preliminary Design	\$ 2,000,000
	<i>New Total Fund Budget</i>	\$ 25,880,869

PAYGO Capital Projects

	<i>Previously Approved Fund Budget</i>	\$ 1,931,805
Changes:		
	Town Hall HVAC	\$ 190,588
	Facility Asset Management Plan	\$ 200,000
	GIS Asset Inventory for Cityworks	\$ 200,000
	Playground Rehab and Amenities	\$ 350,000
	Yard Waste Roll-out Carts	\$ 950,000
	Street Lighting Improvements	\$ 25,000
	Downtown Investment Grant	\$ 25,000
	Neighborhood Traffic Safety	\$ 30,000
	Village District Area Plan Addition	\$ 50,000
	Facility Maintenance and Repair	\$ 75,000
	ADA Improvements	\$ 100,000
	OCC Customer Service Implementation	\$ 100,000
	Sidewalks, Pedestrian and Bike Safety	\$ 200,000
	Budget True-Up and Revenue Recognition	\$ 124,357
	<i>New Total Fund Budget</i>	\$ 4,551,750

Street and Sidewalk Capital Projects

	<i>Previously Approved Fund Budget</i>	\$ 98,530,432
Changes:		
	Signal on Avent Ferry at Holly Meadow	\$ 500,000
	Intelligent Traffic System	\$ 200,000
	Main St Sidewalk Connector	\$ 825,000
	Old HS Apex Rd Bridge - moving funds	\$ 2,500,000
	Transportation TBD - Bond funds moving	\$ (3,000,000)
	Holly Springs Rd - Central (T-Bond Funds)	\$ 3,000,000
	Holly Springs Rd - Central (Gen Fund Transfer)	\$ 500,000
	Holly Springs Rd - West (Gen Fund Transfer)	\$ 1,500,000
	<i>New Total Fund Budget</i>	\$ 104,555,432

Water Capital Projects

	<i>Previously Approved Fund Budget</i>	\$	84,705,924
Changes:	Holly Springs / Fuquay-Varina Water Line	\$	3,000,000
	Avent Ferry Rd - Watermain	\$	250,000
	Reclaimed Water Storage Tank	\$	200,000
	Northwest Water and Reclaim Connection	\$	1,000,000
	Harnett County Water Supply Booster Station	\$	8,000,000
	Project Financial Close-out	\$	(61,606,078)
	<i>New Total Fund Budget</i>	\$	35,549,846

Waste Water Capital Projects

	<i>Previously Approved Fund Budget</i>	\$	74,742,570
Changes:	Business Park Pump Station	\$	3,500,000
	Reassigning ARP Funds to HS/F-V water line	\$	(1,500,000)
	UCWRF 8 MGD Expansion - Design	\$	1,000,000
	Dewatering Press (Reassigned to PAYGO)	\$	(130,000)
	<i>New Total Fund Budget</i>	\$	77,612,570

Town Building Capital Projects

	<i>Previously Approved Fund Budget</i>	\$	13,643,317
Changes:	Operations Campus Construction	\$	30,000,000
	Fire Station 3 (LOB Funding)	\$	(2,500,000)
	Fire Station 3 (State Grant SCIF funding)	\$	2,500,000
	<i>New Total Fund Budget</i>	\$	43,643,317

Utility PAYGO Capital Projects

	<i>Previously Approved Fund Budget</i>	\$	305,000
Changes:	Risk and Resiliency Implementation Plan	\$	50,000
	Reclaimed Water Master Plan	\$	120,000
	UCWRF Office Improvements	\$	124,000
	Utilities Asset Management Plan	\$	300,000
	UCWRF and Pump Station SCADA	\$	500,000
	Utility System Maintenance and Repairs	\$	353,000
	Reassigned TBD Project Funds	\$	(305,000)
	Dewatering Press (Reassigned from Project Fund)	\$	130,000
	Dewatering Press	\$	300,000
	<i>New Total Fund Budget</i>	\$	1,877,000

Grants and Special Revenue Fund

	<i>Previously Approved Fund Budget</i>	\$	6,881,317
Changes:	Biotech Partnership Agreement	\$	100,000
	Donations and Revenue Recognition	\$	136,595

Reassigned ARP funds to Projects	\$	(2,090,588)
State SCIF Grant - Reassigning to Fire Station 3	\$	(2,500,000)
Project Financial Close-out	\$	(50,000)
New Total Fund Budget	\$	2,477,324

Street Reserves Fund

	<i>Previously Approved Fund Budget</i>	\$	5,300,000
Changes:	Revenue Recognition	\$	568,046
	New Total Fund Budget	\$	5,868,046

Parks and Recreation Reserves Fund

	<i>Previously Approved Fund Budget</i>	\$	10,400,000
Changes:	Revenue Recognition	\$	2,783,428
	New Total Fund Budget	\$	13,183,428

Stormwater Reserves Fund

	<i>Previously Approved Fund Budget</i>	\$	600,000
Changes:	Revenue Recognition	\$	808,597
	New Total Fund Budget	\$	1,408,597

Water Reserves Fund

	<i>Previously Approved Fund Budget</i>	\$	10,000,000
Changes:	Revenue Recognition	\$	535,383
	New Total Fund Budget	\$	10,535,383

Waste Water Reserves Fund

	<i>Previously Approved Fund Budget</i>	\$	5,000,000
Changes:	Revenue Recognition	\$	859,431
	New Total Fund Budget	\$	5,859,431

System Development Fee Reserves Fund

	<i>Previously Approved Fund Budget</i>	\$	20,626,000
Changes:	Revenue Recognition	\$	5,377,711
	New Total Fund Budget	\$	26,003,711

Business Park Development Capital Projects

	<i>Previously Approved Fund Budget</i>	\$	21,968,938
Changes:	Project Financial Close-out	\$	(530,000)
	New Total Fund Budget	\$	21,438,938

Town of Holly Springs
North Carolina



PERSONNEL POLICY
July 1, 2022

BE IT RESOLVED by the Town Council of the Town of Holly Springs that the following policies apply to the appointment, classification, benefits, salary, promotion, demotion, dismissal, and conditions of employment of the employees of the Town of Holly Springs.

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ARTICLE I. GENERAL PROVISIONS

Section 1. Purpose of the Policy

It is the purpose of this policy and the rules and regulations set forth to establish a fair and uniform system of personnel administration for all employees of the Town under the supervision of the Town Manager. This policy is established under authority of Chapter 160A, Article 7, of the General Statutes of North Carolina.

Section 2. At Will Employment

The employment relationship between the Town and the employee is terminable at the will of either at any time and with or without cause and with or without notice. No employee, officer or representative of the Town has any authority to enter into any agreement or representation, verbally or in writing, which alters, amends, or contradicts this provision or the provisions in these policies. Any exception to this policy of at-will employment must be expressly authorized in writing, approved by the Council and executed by the officers designated by the Council.

None of the benefits or policies set forth in these policies are intended, because of their publication, to confer any rights or privileges upon employees or to entitle them to be or remain employed by the Town. The contents of this document are presented as a matter of information only.

These personnel policies are not a binding contract, but merely a set of guidelines for the implementation of personnel policies. The Town explicitly reserves the right to modify any of the provisions of these policies at any time and without any notice to employees.

Notwithstanding any of the provisions within these policies, employment may be terminated at any time, either by the employee or by the Town, with or without cause and without advance notice.

Section 3. Merit Principle

All appointments and promotions shall be made solely on the basis of merit. All positions requiring the performance of the same duties and fulfillment of the same responsibilities shall be assigned to the same class and the same salary range. No applicant for employment or employee shall be deprived of employment opportunities or otherwise adversely affected as an employee because of such individual's race, color, religion, gender, national origin, political affiliation, **sexual orientation**, age, disability, **genetic information**, marital status, veteran status, **or on the basis of actual or perceived gender identity**.

Section 4. Responsibilities of the Town Council

The Town Council shall be responsible for establishing and approving personnel policies, the position classification and pay plan, and may change the policies and benefits as necessary. They also shall make and confirm appointments when so specified by the general statutes.

Section 5. Responsibilities of the Town Manager

The Town Manager shall be responsible to the Town Council for the administration and technical direction of the personnel program. The Town Manager shall appoint, suspend, and remove all Town employees except those whose appointment is otherwise provided for by law. The Town Manager shall make appointments, dismissals and suspensions in accordance with the Town charter and other policies and procedures spelled out in other Articles in this Policy. The Town Manager shall supervise or participate in:

- 1) Recommending rules and revisions to the personnel system to the Town Council for consideration;
- 2) Making changes as necessary to maintain an up-to-date and accurate position classification plan;
- 3) Preparing and recommending necessary revisions to the pay plan;
- 4) Determining which employees shall be subject to the overtime provisions of FLSA;
- 5) Developing and administering such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the Town;
- 6) Performing such other duties as may be assigned by the Town Council not inconsistent with this Policy; and
- 7) Appointing an employee to the role of Human Resources Director.

Section 6. Responsibilities of the Human Resources Director

The responsibilities of the Human Resources Director shall be to ensure the establishment, implementation and management of a modern personnel system reflecting the Equal Employment Opportunity and Non-discriminatory vision and values of the Town of Holly Springs. Those responsibilities include, but shall not be limited to, the following:

- 1) Recommending rules and revisions to the personnel system to the Town Manager for consideration;

- 2) Recommending changes as necessary to maintain an up-to-date and accurate position classification plan;
- 3) Recommending necessary revisions to the pay plan;
- 4) Recommending which employees shall be subject to the overtime provisions of FLSA;
- 5) Maintaining a roster of all persons in the municipal service;
- 6) Establishing and maintaining a list of authorized positions in the municipal service at the beginning of each budget year which identifies each authorized position, class title of position, salary range, any changes in class title and status, position number and other such data as may be desirable or useful;
- 7) Developing and administering such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the Town;
- 8) Developing and coordinating training and educational programs for Town employees;
- 9) Periodically investigating the operation and effect of the personnel provisions of this Policy; and
- 10) Performing such other duties as may be assigned by the Town Manager not inconsistent with this Policy.

Section 7. Application of Policies, Plan, Rules, and Regulations

The personnel policy and all rules and regulations adopted pursuant thereto shall be binding on all Town employees. The Town Manager, Town Attorney, members of the Town Council and advisory boards and commissions will be exempted except in sections where specifically included. An employee violating any of the provisions of this policy shall be subject to appropriate disciplinary action, as well as prosecution under any civil or criminal laws which have been violated.

Section 8. Departmental Rules and Regulations

Because of the particular personnel and operational requirements of the various departments of the Town, each department is authorized to establish supplemental written rules and regulations applicable only to the personnel of that department. All such rules and regulations shall be subject to the approval of the Town Manager, and shall not in any

way conflict with the provisions of this Policy, but shall be considered as a supplement to this Policy.

Section 9. Definitions

For the purposes of this Policy, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Allocated Position. An allocated position is authorized as a regular position by the Town Council. Regular allocated positions are assigned a specific job title, salary grade, salary range, duties, and minimum qualifications. Appointments to allocated positions are made through a competitive selection process. All town positions are subject to budget review and approval each year by the Town Council.

Continuous Service. Years of regular service with the Town of Holly Springs without a termination and rehire of employment. This does not include Family and Medical leaves of absence. Continuous service in regards to the Health Insurance for Retirees only includes full-time, regular employees.

Grievance. A claim or complaint based upon an event or condition which affects the circumstances under which an employee works, allegedly caused by misinterpretation, unfair application, or lack of established policy pertaining to employment expectations.

Immediate Family. Immediate family, for purposes of these policies, means employee's spouse, guardian, children, brother, sister, parent(s), in-laws of the employee and anyone living as a part of the household of the employee.

Pay Status. When an employee is working or is on paid leave (vacation leave or sick leave).

Probationary Employee. A person appointed to an allocated position who has not yet successfully completed the designated probationary period. A probationary employee may be rejected, dismissed, demoted or suspended without the right to appeal. An employee who successfully completes the probationary period will be considered a regular employee of the Town.

Probationary Period. The initial six (6) months (12 months for Sworn Law Enforcement Officers and Department Directors) of employment or promotion representing the period of observable work performance to determine the suitability and ability of the employee to satisfactorily perform the duties and responsibilities of the position. The Probationary Period may be extended up to an additional six (6) months but shall not exceed twelve (12) months (18 months for Sworn Law Enforcement Officers and Department Directors).

Regular Full-Time Employee. A person appointed to a full-time allocated position, for which an average workweek equals 40 or more hours. Regular full-time employees are eligible for all employee benefits.

Regular Part-Time Employee. A person appointed to a part-time allocated position and normally works at least 20 hours and less than 40 hours per workweek. A regular part-time employee is eligible for pro-rated benefits based on the number of hours normally authorized to work.

Temporary Employee. A person hired by a department to perform additional extra help. Many work on a seasonal or short-term basis. Temporary employees are paid on an hourly basis only for hours actually worked and cannot work more than 25 hours in a workweek. They are not eligible for benefits except those mandated by State and Federal government. The temporary employee or the Town can at any time or for any reason terminate the employment relationship.

Trainee. An employee status when an applicant is hired (or employee promoted) who does not meet all of the requirements for the position. During the duration of a trainee appointment, the employee is on probationary status.

ARTICLE II. POSITION CLASSIFICATION PLAN

Section 1. Purpose

The position classification plan provides a complete inventory of all authorized and allocated positions in the Town service, and an accurate description and specification for each class of employment. The plan standardizes job titles, each of which is indicative of a definite range of duties and responsibilities.

Section 2. Composition of the Position Classification Plan

The classification plan shall consist of:

- 1) A grouping of positions in classes which are approximately equal in difficulty and responsibility which call for the same general qualifications, and which can be equitably compensated within the same range of pay under similar working conditions;
- 2) Class titles descriptive of the work of the class;
- 3) Written specifications for each class of positions; and
- 4) An allocation list showing the class title of each position in the classified service.

Section 3. Use of the Position Classification Plan

The classification plan is to be used:

- 1) As a guide in recruiting and examining applicants for employment;
- 2) In determining lines of promotion and in developing employee training programs;
- 3) In determining salary to be paid for various types of work;
- 4) In determining personnel service items in departmental budgets; and
- 5) In providing uniform job terminology.

Section 4. Administration of the Position Classification Plan

The Human Resources Director shall allocate each position covered by the classification plan to its appropriate class, and shall be responsible for the administration of the position classification plan. The Human Resources Director shall periodically review portions of the classification plan and recommend appropriate changes to the Town Manager.

Section 5. Authorization of New Positions and the Position Classification Plan

New positions shall be established upon recommendation of the Town Manager and approval of the Town Council. New positions shall be recommended to the Council with a recommended class title after which the Town Manager, or designee, shall either allocate the new position into the appropriate existing class, or revise the position classification plan to establish a new class to which the new position may be allocated. The position classification plan, along with any new positions or classifications, shall be approved by the Town Council and on file with the Human Resources Director.

Section 6. Request for Reclassification

Any Department Director who considers a position within their department to be misclassified, shall submit a request in writing for reclassification to the Human Resources Director. Upon receipt of such request, the Human Resources Director shall study the request, determine the merit of the reclassification, inform the Town Manager of the request and make any recommended revisions to the classification and pay plan to the Town Manager.

ARTICLE III. THE PAY PLAN

Section 1. Definition

The pay plan includes the basic salary schedule and the "Assignment of Classes to Grades" adopted by the Town Council. Each position is assigned a classification title and each title is assigned to a salary grade with a specific salary range. Positions are assigned to grades within the pay plan based on the duties and responsibilities assigned. Positions with more complex tasks, more responsibility, or requiring more technical knowledge are assigned to higher salary ranges than positions with lower responsibilities or knowledge requirements. Salary ranges are set based on two components: competitiveness with the market and internal equity with similar position and occupational groups. **The pay classification system contains a salary range delimited by a market minimum rate and a market maximum rate. These rates are adopted by the Town Council upon recommendation of the Town Manager and are updated at times determined by the Town Manager.**

Section 2. Administration and Maintenance

The Town Manager, assisted by the Human Resources Director, shall be responsible for the administration and maintenance of the pay plan. All employees covered by the pay plan shall be paid at a rate listed within the salary range established for the respective position classification, except for employees in trainee status or employees whose existing salaries are above the established maximum rate following transition to a new pay plan.

The pay plan is intended to provide equitable compensation for all positions, reflecting differences in the duties and responsibilities, the comparable rates of pay for positions in private and public employment in the area, changes in the cost of living, the financial conditions of the Town, and other factors. To this end, each budget year the Human Resources Director shall make comparative studies of all factors affecting the level of salary ranges including the consumer price index, anticipated changes in surrounding employer plans, and other relevant factors, and will recommend to the Town Manager such changes in salary ranges as appear to be pertinent. Such changes shall be made in the salary ranges such that the minimum and the maximum change according to the market. Periodically, the Town Manager shall recommend that individual salary ranges be studied and adjusted as necessary to maintain market competitiveness. Such adjustments will be made by increasing or decreasing the assigned salary grade for the class and possibly adjusting the rate of pay for employees in the class when the action is approved by the Town Council.

Section 3. Starting Salaries

A new regular employee is normally hired at the minimum of the salary range for the classification involved. Appointments above the minimum may be made with approval of the Human Resources Director and the Town Manager when deemed in the best interest of the Town, and will be based on such factors as exceptional qualifications of the applicant

much higher than the required education and experience for the class, shortage of qualified applicants, equal pay justification or operational need.

Section 4. Trainee Designation and Provisions

Applicants being considered for employment or Town employees who do not meet all of the requirements for the position for which they are being considered may be hired, promoted, demoted, or transferred by the Town Manager to a "trainee" status. In such cases, a plan for training, including a time schedule, must be prepared by the Department Director.

"Trainee" salaries shall be no more than two grades below the minimum salary rate established for the position for which the person is being trained. A new employee designated as "trainee" shall be regarded as being in a probationary period. However, trainee periods may extend from three to eighteen months. A trainee shall remain a probationary employee until the trainee period is satisfactorily completed.

If the training is not successfully completed to the satisfaction of the Town Manager, the trainee shall be transferred, demoted, or dismissed. If the training is successfully completed, the employee shall be paid at least at the minimum rate established for the position for which the employee was trained.

Section 5. Merit Pay

Upward movement within the established salary range for an employee is not automatic, but rather based upon specific performance-related criteria. Procedures for determining performance levels and performance pay increases or other performance-related movement within the range shall be established in procedures approved by the Town Manager. Merit increases may be granted annually based on performance. The amount of merit increase may vary from year to year, depending on the budget adopted by the Town Council. Only employees starting regular employment with the Town prior to July 1 of the previous calendar year are eligible for merit pay based on the performance evaluation. Employees on a leave of absence will be eligible for a performance review and possible merit increase upon their return to work.

Section 6. Merit Pay Bonus

Employees who are at the maximum amount of the salary range for their position classification are eligible to be considered for a Merit Bonus at their regular performance evaluation time. Merit pay bonuses shall be awarded based upon the performance of the employee as described in the performance evaluation and in the same amounts as employees who are within the salary range. Merit pay bonuses shall be awarded in lump sum payments and do not become part of base pay. Employees retiring with 20 or more years with the Town shall be eligible to be paid out any remaining merit pay that was authorized by the Town Council for the preceding year, upon their retirement, if they retire by December 31 of that year.

Section 7. Salary Effect of Promotions, Demotions, Transfers, and Reclassifications

Promotions. A promotion is a move to a position with a higher salary grade. The purpose of the promotion pay increase is to recognize and compensate the employee for taking on increased responsibility. When an employee is promoted, the employee's salary shall normally be advanced to the minimum of the new salary grade, or to a salary which provides an increase of approximately 5% over the employee's salary before the promotion, whichever is greater. In the event of highly skilled and qualified employees, shortage of qualified applicants, or other reasons related to the merit principle of employment, the Town Manager may set the salary at an appropriate rate in the range of the position to which the employee is promoted that best reflects the employees' qualifications for the job and relative worth to the Town, taking into account the range of the position and the relative qualifications of other employees in the same classification. In no event, however, shall the new salary exceed the maximum rate of the new salary range. In setting the promotion salary, the Town shall consider internal comparisons with other employees in the same or similar jobs.

Demotion. A demotion is a move to a position in a lower salary grade. Demotions can be either voluntary, where the employee chooses to take a position in a lower salary grade, or involuntary/disciplinary, resulting from inefficiency in performance or as a disciplinary action. When an employee is voluntarily demoted to a position for which qualified, the salary will likely be cut to reflect a decrease in job responsibilities. The new salary shall be set in the lower pay range that provides a salary commensurate with the employee's qualifications and is consistent with the placement of other employees within the same classification. Employees who accept a voluntary demotion and retain their salary, and are then promoted within 24 months, will retain that same salary. If the demotion is the result of discipline, the salary shall be decreased at least 5%. If the salary of the demoted employee is above the maximum of the new range, the employee's salary shall be maintained at that level until such time as the employee's salary range is increased above the employee's current salary.

Lateral Transfer. A lateral transfer is a move from one position to another position at the same salary grade. The salary of an employee who takes a lateral transfer shall remain the same and not be changed by the reassignment.

Reclassification. A reclassification is a change in a position's salary grade and title due to a significant increase or decrease in job responsibilities and duties. An employee whose salary is below the minimum of the new salary grade will receive a salary increase at least up to the new minimum salary. If the current salary is above the new salary range minimum, there may be a pay increase based on increased job responsibilities and commensurate with the employee's qualifications and is consistent with the placement of other employees within the same classification.

If the position is reclassified to a lower pay range, the employee's salary shall remain the same. If the employee's salary is above the maximum established for the new range, the

salary of that employee shall be maintained at the current level until the range is increased above the employee's salary.

Labor Market Adjustment. When an employee's position is adjusted to a class having a higher salary range due to the current labor market trends for hiring and retention, the employee's salary will be adjusted to at least the minimum of the new salary range.

Redefinition of Class. When an employee's position is redefined due to redefinition of position class or class series to include departmental organizational changes and/or classification description, no salary increase will be given, only the position title will change.

Section 8. Salary Range Revisions

A salary range revision is a change in the salary range or grade assigned to a specific class of positions. The change may be based upon increased salaries in the relevant labor market, recruitment and retention data, or increased complexity in job content. Salary equity within the work unit must be maintained and other management needs must be given consideration when salary changes based on range revisions are made. When a class of positions is assigned to a higher salary grade, the employees' salaries may also change according to the following guidelines:

- 1) Employee salaries shall be increased, if it is below the new minimum, to at least the minimum rate of the new salary range.
- 2) Salaries that fall between the new minimum and the midpoint of the new salary range do not have to be increased. If funds are available and where appropriate, individual salary increases may be considered but the total cannot exceed the dollar amount provided by the difference in the minimum salaries of the old range and the new range. If the employee's current salary is at the midpoint or above of the new salary range, the salary will remain the same.
- 3) When a class of positions is assigned to a lower salary range, the salaries of employees in that class will remain unchanged. If this assignment to a lower salary range results in an employee being paid at a rate above the maximum established for the new class, the salary of that employee shall be maintained at that level until such time as the employee's salary range is increased above the employee's current salary.

Section 9. Transition to a New Salary Plan

The following principles shall govern the transition to a new salary plan:

- 1) No employee shall receive a salary reduction as a result of the transition to a new salary plan.

- 2) All employees being paid at a rate lower than the minimum rate established for their respective classes shall have their salaries raised to the new minimum, **or higher**, for their classes.
- 3) All employees being paid at a rate above the maximum rate established for their respective classes shall be maintained at that salary level until such time as the employees' salary range is increased above the employees' current salary.

Section 10. In-Range Salary Adjustment

It is the policy of the Town of Holly Springs, subject to the availability of funds, to grant in-range salary adjustments to recognize job change of employees in regular full-time and part-time positions, to establish equitable salary relationships, and/or to respond to labor market conditions. Only regular full-time or part-time employees are eligible for increases under this policy. In-range adjustments may be considered in the following circumstances:

- 1) Job Change – This type of adjustment is to compensate for changes in job duties and responsibilities as documented in position classification specifications that are at a higher level, but not enough to justify a reclassification to a higher salary grade, or a salary range revision.
- 2) Recruitment/Retention Problems – This type of salary adjustment may be made to reduce or avoid turnover due to market or other conditions that affect retention.
- 3) Salary Equity – This type of salary adjustment is used to establish or re-establish equitable salary relationships among employees in a relevant work unit performing the same type and level of work considering education, skill, related work experience, length of service and performance level.

A completed request for an in-range salary adjustment must be made in writing by the Department Director and include the following information: employee name, classification title, current salary, summary of conditions that support the request, and justification for percent increase requested. It is the responsibility of the Human Resources Director to assess salary administration priorities and in-range salary adjustment requests based on documentation and justifications and make recommendations to the Town Manager. As part of this process, the salary of each employee in the department should be examined for equity purposes. The recommended salary increase ranges from 1-3% subject to approval of the Town Manager.

Section 11. Effective Date of Salary Changes

Salary changes approved after the first working day of a pay period shall become effective at the beginning of the next pay period, or at such specific date as may be provided by procedures approved by the Town Manager.

Section 12. Overtime Pay Provisions

Employees of the Town can be requested and may be required to work in excess of their regularly scheduled hours as necessitated by the needs of the Town and determined by the Department Director. Overtime work must be approved in advance by the Department Director or Town Manager. Employees are not to perform work during any time that they are not scheduled to work unless they receive approval from their Department Director.

To the extent that local government jurisdictions are so required, the Town will comply with the Fair Labor Standards Act (FLSA). The Human Resources Director shall determine which jobs are "non-exempt" and are therefore subject to the Act in areas such as hours of work and work periods, rates of overtime compensation, and other provisions.

Non-exempt employees will be paid at a straight time rate for hours up to the FLSA established limit for their position (usually 40 hours in a 7 day period; 171 hours for police and 212 hour for fire personnel in a 28 day cycle). It is the policy of the Town that employees receive compensatory time-off at a rate of one-and-one-half (1 ½) hours for each hour of overtime worked beyond the FLSA established limit. An employee must physically work over 40 hours, 171 hours or 212 hours, as may be applicable, to earn compensatory time. In no event will vacation, sick leave, or holidays be included in the computation of hours worked for FLSA purposes. Non-Exempt employees may not accrue a comp time balance of more than 40 hours. Department Directors and supervisors will be responsible for administering their department staff compensatory time balances by having employees take accrued comp time in a timely manner so that it will not accrue to excessive levels over 40 hours. When the 40-hour limit for comp time threshold is reached, the non-exempt employee will receive a monetary payment of one-and-one-half (1 ½) times the employee's regular rate of pay for each hour in excess of the limit. In the case of special events or circumstances, departments may allow designated employees to accumulate a comp time balance over 40 hours (but no more than 80) with prior written approval from the Town Manager. In these cases, the Department Directors must ensure that the comp time balance is brought back down under 40 hours within 6 months.

Employees wishing to use accrued comp time must make a written request to their immediate supervisor. Use of such time will be allowed within a reasonable period following the request as long as the use does not unduly disrupt the operations of the Department/Town.

Notwithstanding the procedures described in this section, during an absence from work, employees will use any accrued comp time prior to the use of vacation leave.

Whenever practicable, departments will schedule time off on an hour-for-hour basis within the applicable workweek for non-exempt employees, instead of paying overtime. When time off within the work period cannot be granted, overtime worked will be granted in accordance with the FLSA.

Employees in positions determined to be "exempt" from the FLSA are not eligible for overtime pay. Exempt employees may earn "comp time" up to 24 hours to use at the discretion of their Department Director but not to exceed straight time (hour-for-hour) rate. Comp time should be approved by the Town Manager or Department Director and ends without compensation upon termination of employment.

Section 13. Call-back and On-Call Pay

The Town of Holly Springs must provide a variety of critical emergency services 24 hours a day, seven days a week. Need for these services may occur when employees with necessary skills are not on duty. As a result, the Town must be assured that skilled employees are always readily available by placing some employees on standby status. At other times it is necessary for certain employees to respond to any reasonable request for duty at any hour of the day or night. Employees in such positions will share in the responsibility for continuous service, in accordance with the nature of each position. If an employee fails to respond to reasonable calls for emergency service, either special or routine, the employee shall be subject to disciplinary action up to and including dismissal by the Town Manager.

Call-Back Pay. Non-exempt employees will be guaranteed a minimum payment of two hours of wages for being called back to work outside of normal working hours when not on call. Non-exempt employees will be paid at the established hourly rate of pay for hours worked outside their normal schedule if they are actually required to return to work and will receive overtime for eligible overtime hours. The minimum of two hours pay is guaranteed for non-exempt employees who are called back or actual hours worked whichever is greater. "Call-back" provisions do not apply to previously scheduled overtime work (scheduled one or more days in advance). If more than one callback occurs within a given shift, total callback time cannot exceed two hours unless the work time exceeds two hours.

On-Call Pay. On-call pay compensates certain non-exempt employees who are required to be on-call and return to work by contact via pager or telephone in the event of an emergency. On-call status is a designated period of seven consecutive days. Hours of on-call status are not considered hours of work, and are not recordable on a time sheet. All non-exempt on-call employees shall receive an additional salary base of \$75.00 for each entire week served on-call. There is no additional compensation for being on-call when there is a holiday. Hours actually worked while on-call are calculated beginning when the employee reports to the work site and are added to the regular total of hours worked for the week.

Section 14. Holiday Pay

Holidays are equivalent to 8 hours straight-time pay for all regular full-time employees regardless of their typical workweek schedule and are excluded from hours worked in calculating overtime. Benefits-eligible employees required to work on a regularly scheduled, Town-recognized holiday will be paid at their hourly rate for the hours actually

worked plus 8 hours of straight time for the holiday. If a holiday falls on a regularly scheduled off-duty day for shift personnel, the employee shall receive eight (8) hours of straight time for the paid holiday. This additional payment for holiday pay does not count as hours worked for purposes of calculating overtime.

Regular, full-time employees required to physically work on New Year's Day, Independence Day, Veteran's Day or Christmas, if they fall on a weekend, will receive holiday premium pay equivalent to 1.5 times hourly rate for hours worked in addition to the 8 hours for the holiday.

Section 15. Payroll Deduction

Deductions shall be made from each employee's salary, as required by law. Additional deductions may be made upon the request of the employee on determination by the Town Manager as to capability of payroll equipment, associated increase in workload and appropriateness of the deduction.

Section 16. Hourly Rate of Pay

Employees working in a part-time or temporary capacity with the same duties as full-time employees will work at a rate in the same salary range as the full-time employees. The hourly rate for employees working other than 40 hours per week, such as police officers working an average 42 hours per week, will be determined by dividing the average number of hours scheduled per year into the annual salary for the position.

Section 17. Longevity Pay

Full-time and part-time regular employees are compensated for years of service to the Town by payment of a longevity supplement. Longevity pay is based on total number of years of continuous service. Beginning with the 2008-2009 fiscal year, employees shall receive longevity pay on the payday for the pay period in which his/her eligibility date occurs and annually in succeeding years. Employees shall receive longevity pay based on the following table:

<u>Years of Service</u>	<u>Longevity Amount</u>
5 - 9	\$300.00
10 - 14	\$500.00
15 - 19	\$700.00
20 plus	\$1,000.00

If an employee goes on leave without pay, longevity shall not be paid until the employee returns to work and completes six months of service.

Section 18. Pay for Acting in a Higher Level Classification

An employee who is formally designated to perform the duties of a position that is assigned to a higher salary grade than that of the employee's regular classification for a period of 30 days or more shall receive an increase for the duration of the "Acting" assignment. The employee shall receive a salary adjustment to the minimum level of the job in which the employee is acting or an increase of 5%, whichever is greater, upon the start of the assignment. The salary increase shall be temporary and upon completion of the assignment, the employee shall go back to the salary he or she would have had if not assigned to the "Acting" role, taking into account any increases the employee would have received if he/she had not been placed in the "Acting" role.

Section 19. Educational Incentive Pay Plan

The Town offers an educational incentive pay plan to assist employees in their continuing education efforts. The pay plan will provide monetary incentives for completing certain job-specific certifications and courses approved by the Town Manager. In order for courses/certifications to qualify for Educational Pay, they need to be approved by Human Resources prior to beginning the course. Procedures for the educational incentive pay plan shall be established and approved by the Town Manager.

ARTICLE IV. RECRUITMENT AND EMPLOYMENT

Section 1. Equal Employment Opportunity Statement

The Town of Holly Springs fosters, promotes and maintains a consistent recruitment program to promote equal employment opportunity and to identify and attract the most qualified applicants for all vacancies. This intent is achieved through consistency in announcing all positions, evaluating all applicants on the same criteria, providing reasonable accommodations as needed, and by applying consistent testing methods when applicable. The Town shall select employees on the basis of the applicant's qualifications for the job and award them, with respect to compensation and opportunity for training and advancement, without regard to race, religion, color, gender, national origin, age, veteran status, marital status, political affiliation, **sexual orientation**, disability, **genetic information, or on the basis of actual or perceived gender identity.**

Section 2. Recruitment, Selection and Appointment

Recruitment Sources. When position vacancies occur, the Human Resources Department shall publicize these opportunities for employment, including applicable salary information and employment qualifications. Open positions should be posted online for at least seven calendar days prior to an offer being made. Information on job openings and hiring practices may be provided to a variety of recruitment sources, including professional organizations and news media. Individuals shall be recruited from a geographic area as wide as necessary and for a period of time sufficient to ensure that well-qualified applicants are obtained for Town service. In rare situations because of emergency conditions, high turnover, etc., the Town may hire or promote without advertising the position, upon approval of the Town Manager.

Job Advertisements. Jobs may be advertised in local newspapers, professional publications, and other relevant publications in order to establish a diverse and qualified applicant pool. The North Carolina Division of Employment Security may also be used as a recruitment source. Employment advertisements shall contain assurances of equal employment opportunity and shall comply with Federal and State statutes.

Employment Application. All persons expressing interest in employment with the Town shall be given the opportunity to file an application for employment for positions that are vacant. The applications are typically screened and referred to the hiring department by Human Resources. The hiring department conducts interviews, checks references, and selects the candidate best qualified for the job. Both Human Resources and the Town Manager approve hires before job offers are made.

Selection. Department Directors, with the assistance of the Human Resources Director, shall make such investigations and conduct such examinations as necessary to assess accurately the knowledge, skills, and experience qualifications required for the position,

including education verification and criminal history. All selection devices administered by the Town shall be valid measures of job performance.

Appointment. Before any commitment is made to an applicant, either internally or externally, the Department Director shall make recommendations to the Human Resources Director regarding the salary requested and the reasons for selecting the candidate over other applicants. The Human Resources Director and Department Director shall make recommendations to the Town Manager regarding the candidate and starting salary of appointments for his/her approval.

Section 3. Probationary Period

An employee appointed, promoted, or transferred to a regular position shall serve a probationary period. The probationary period serves as an extension of the selection process. It provides time for the employee to adjust and allows the supervisor time to ensure the new employee can satisfactorily meet performance expectations before granting regular status. Employees shall serve a six-month probationary period, except that sworn police and Department Directors shall serve a twelve-month probationary period. Employees hired as “trainees” shall remain on probation until the provisions of their traineeship are satisfied. During the probationary period, supervisors shall monitor an employee's performance and communicate with the employee concerning performance progress. Supervisors are encouraged to have an informal review with employees six months into a twelve-month probation.

Before the end of the probationary period, the supervisor shall conduct a performance conference with the employee to discuss accomplishments, strengths, and needed improvements. The supervisor shall recommend in writing whether the probationary period should be completed, extended, or the employee transferred, demoted, or dismissed. Probationary periods may be extended for a maximum of *six* additional months. Disciplinary action, including demotion and dismissal, may be taken at any time during the probationary period of a new hire without following the steps outlined in this policy.

A promoted employee who does not successfully complete the probationary period may be transferred or demoted to a position in which the employee shows promise of success. If no such position is available, the employee shall be dismissed. Promoted and demoted employees who are on probation retain all other rights and benefits such as the right to use the grievance procedures.

Section 4. Promotion

Promotion is the movement of an employee from one position to a vacant position in a class assigned to a higher salary grade. The Town strives to promote and provide career opportunities for its employees whenever possible. Therefore, when a current employee applying for a vacant position is the best suited of all applicants, that applicant shall be appointed to that position. The Town will balance three goals in the employment process: 1) obtaining the best possible employee who will provide the most productivity in that

position; 2) providing equal employment opportunity and a diversified workforce to the community; and 3) the benefits to employees and the organization of promotion from within. Therefore, except in rare situations where previous town experience is essential (such as promotions to Police Sergeant), or exceptional qualifications of an internal candidate so indicate, the Town will consider external and internal candidates rather than automatically promote from within. Candidates for promotion shall be chosen on the basis of their qualifications and their work records. Internal candidates shall apply for promotions using the same application process as external candidates.

Section 5. Demotion

Demotion is the movement of an employee from one position to a position in a class assigned to a lower salary range. Demotion may be voluntary or involuntary. An employee whose work or conduct in the current position is unsatisfactory may be demoted provided that the employee shows promise of becoming a satisfactory employee in the lower position. Such disciplinary demotion shall follow the disciplinary procedures outlined in this Policy.

An employee who wishes to accept a position with less complex duties and reduced responsibilities may request a voluntary demotion by using the same application process as external candidates. A voluntary demotion is not a disciplinary action and is made without using the above-referenced disciplinary procedures.

Section 6. Lateral Transfer

A Lateral Transfer is the movement of an employee from one position to another position in the same salary grade. If a vacancy occurs and an employee in another department is eligible for a transfer, the employee shall apply for the transfer using the usual application process. The Department Director wishing to transfer an employee to a different department or classification shall make a recommendation to the Town Manager with the consent of the receiving Department Director. Any employee transferred without requesting the action may appeal the action in accordance with the grievance procedure outlined in this Policy. An employee who has successfully completed a probationary period may be transferred into the same job classification without serving another probationary period.

ARTICLE V. CONDITIONS OF EMPLOYMENT

Section 1. Work Schedule

The working hours for most Town administrative offices are 8:00 a.m. to 5:00 p.m., Monday through Friday. Departments that provide services to citizens on other schedules or on a 24-hour per day basis have different work schedules in order to effectively provide those services. Department Directors shall establish work schedules, with the approval of the Town Manager, which meet the operational needs of the department in the most cost effective manner possible.

Section 2. Political Activity

Each employee has a civic responsibility to support good government by every available means and in every appropriate manner. Each employee may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, may advocate and support the principles or policies of civic or political organizations in accordance with the Constitution and laws of the State of North Carolina and in accordance with the Constitution and laws of the United States. However, no employee shall:

- 1) Engage in any political or partisan activity while on duty;
- 2) Use official authority of influence for the purpose of interfering with or affecting the result of a nomination or an election for office;
- 3) Be required as a duty of employment or as condition for employment, promotion or tenure of office to contribute funds for political or partisan purposes;
- 4) Coerce or compel contributions from another employee of the Town for political or partisan purposes;
- 5) Use any supplies or equipment of the Town for political or partisan purposes; or
- 6) Be a candidate for nomination or election to office under the Town Charter.

Any violation of this section shall subject the employee to disciplinary action including dismissal.

Section 3. Outside Employment

The work of the Town shall have precedence over other occupational interests of employees. The Town understands that for various reasons employees may seek to hold other jobs while continuing to work for the Town. Outside employment is prohibited when

it would create a conflict of interest or interfere with the employees' ability to perform work for the Town in a satisfactory manner. Before an employee begins working at another outside position, he or she must obtain approval from the Department Director. The Department Director will review such requests for possible conflict of interest and then submit a record of the employment review to the employee's personnel file. Failure to obtain permission or accepting another position after permission has been denied, will be grounds for disciplinary action, up to and including termination. In addition, if an employee's outside position interferes with the employee's ability to work at the Town, the employee will be subject to discipline for poor performance or poor attendance in accordance with normal disciplinary policy.

Examples of conflicts of interest in outside employment *include but is not limited to*:

- 1) employment with organizations or in capacities that are regulated by the employee or employee's department; or,
- 2) employment with organizations or in capacities that negatively impact the employee's perceived integrity, neutrality, or reputation related to performance of the employee's Town duties.

Employees are prohibited from other employment while on a leave of absence (Workers' Compensation Leave, Family Medical Leave, etc.) from the Town.

Section 4. Dual Employment

A full or part-time employee of the Town may simultaneously hold another temporary position with the Town if the temporary position is in a different department and clearly different program area from that of the full or part-time position. The work of the temporary position must also be performed on an occasional or sporadic basis as identified in Fair Labor Standards Act regulations. However, the work of the full or part-time position shall take precedence over the temporary position, and such temporary work will not count toward the calculation of overtime for pay or time off.

Section 5. Employment of Relatives

The Town is committed to the highest standards of professional conduct and integrity and believes that familial relationships in the workplace can result in conflicts of interest, or an appearance of conflict of interest, and/or situations that might impair objective judgment or create a hostile work environment. Therefore, the Town prohibits the hiring and employment of relatives within the same department. The Town also prohibits the employment of any person who is a relative of individuals holding the following positions: Mayor, Mayor Pro Tempore, Town Council Member, or Town Attorney.

The definition of relatives for the purposes of this policy includes:

The employee's spouse, child, parent, grandparents, grandchild, sibling, aunt or uncle, first cousin, niece or nephew, step-relatives and in-laws in the same relationship;

This provision shall not apply retroactively to anyone employed when the provision was adopted by the Town.

Section 6. Workplace Harassment Prohibited

The Town of Holly Springs prohibits, and will not tolerate, harassment in any form on the basis of race, color, religion, gender, national origin, political affiliation, **sexual orientation**, age, veteran status, marital status, disability, **genetic information, or on the basis of actual or perceived gender. Harassment is defined as conduct that culminates in an adverse employment action or is sufficiently severe or pervasive as to create a hostile work environment.**

Harassment complaints or allegations will be investigated promptly and where it is determined that such inappropriate conduct has occurred, we will act immediately to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action up to and including dismissal.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when 1) submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of an individual's employment; 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Harassment, other than sexual, is verbal or physical conduct that denigrates or shows hostility or aversion towards an individual because of race, color, religion, gender, national origin, age, or disability, which has the purpose or effect of creating an intimidating, hostile, or offensive work environment or unreasonably interferes with an individual's work performance or otherwise adversely affects an individual's employment opportunities. Harassing conduct includes, but is not limited to, epithets, slurs, negative stereotyping, or threatening, intimidating, hostile acts. Written or graphic material which denigrates or indicates hostility or aversion toward an individual or group is prohibited from display on the employer's premises, or circulation in the workplace.

Any employee who feels harassed or who knows of or suspects the occurrence of forbidden harassment is responsible for informing the HR Director or the Town Manager in writing of the facts regarding such harassment so that management may promptly and thoroughly conduct an investigation. Supervisors and Department Directors who receive a harassment complaint are to contact the Human Resources Director immediately.

If an investigation confirms that unlawful harassment occurred, the Town will take immediate corrective action, including discipline up to and including immediate termination of employment of the harassing party as is appropriate. Employees making complaints of sexual harassment are protected against retaliation from alleged harassers or other employees. Please refer to the Administrative Rules Manual for more detailed information on this policy.

Section 7. Solicitation and Acceptance of Gifts and Favors

Town officials and employees shall abide by the Town's ethics policy which prohibits the solicitation and/or acceptance of gifts, favors, gratuities, discounts or price breaks, entertainment, or anything of monetary value from any person, organization or group with which he or she has official, enforcement or regulatory relationships that may tend to influence such employee in the discharge of the employee's duties, or grant in the discharge of duty an improper favor, service, or thing of value.

Section 8. Performance Evaluation

Supervisors and/or Department Directors shall conduct Performance Evaluation conferences with each employee at least once a year. Procedures for the performance evaluation program shall be published by the Town Manager.

The Town's merit-based performance management system requires regular employees to receive a total score of at least "meeting expectations" on the performance evaluation in order to receive a merit increase. In the event an employee is rated "below expectations" overall, he/she will not be eligible for a merit increase for the same calendar year. In this event, the supervisor shall develop a written Corrective Action Plan outlining performance deficiencies and measures to be taken to correct these deficiencies. A deadline for correcting these deficiencies shall also be set on or before the next performance review date. If the employee's performance does not improve to a satisfactory standard by the deadline date, salary increases will continue to be withheld and the supervisor will initiate such disciplinary action as deemed necessary.

Section 9. Safety

Safety is the responsibility of both the Town and employees. It is the policy of the Town to establish a safe work environment for employees. The Town shall establish a safety program including policies and procedures regarding safety practices and precautions and training in safety methods. Department Directors and supervisors are responsible for ensuring the safe work procedures of all employees and providing necessary safety training programs. Employees shall follow the safety policies and procedures and attend safety-training programs as a condition of employment. Employees who violate such policies and procedures shall be subject to disciplinary action up to and including dismissal.

Section 10. Drug Free Work Place

The Town is concerned with the safety of both employees and the public. As such, the Town provides a drug free workplace for all employees and conducts pre-employment, random, post-accident, and reasonable suspicion drug testing in addition to any required by law. The Town has established a detailed policy and procedure relating to employee substance abuse and drug testing in order to ensure the safety and well being of citizens and employees, and to comply with any state, federal, or other laws and regulations. Please refer to the Administrative Rules Manual for a detailed description of the Town's drug testing policy.

Section 11. Internet and Email Policy

All electronic communication devices and sources used for Town business are the property of the Town and, as such, may be monitored, audited and reviewed for proper use. Employees shall not make any intentional use of the Internet, email or other electronic communications devices or sources that is illegal, malicious, inappropriate or obscene. An employee's access to the internet is a function of the business need of their position and is not a general employee benefit. Internet and computer access is governed by the Administrative Rules Manual policies. Improper use of the Internet, Email and other Town electronic business devices or sources will subject the employee to disciplinary action up to and including termination of employment.

Section 12. Attendance

The Town depends on employees to provide needed services every day. Regular attendance is mandatory and is part of the work standards for all jobs. Poor attendance can negatively affect performance evaluations or may lead to disciplinary action. Excessive absenteeism or a chronic attendance/tardiness problems can lead to disciplinary action up to and including termination.

The working hours for most Town administrative offices are 8:00 a.m. to 5:00 p.m., Monday through Friday. Departments that provide services to citizens on other schedules or on a 24-hour per day basis have different work schedules in order to effectively provide those services. Department Directors shall establish work schedules, with the approval of the Town Manager, which meet the operational needs of the department in the most cost effective manner possible.

All regular full-time employees, both non-exempt and exempt, are expected to work a 40-hour workweek. Hours worked in excess of a 40 hour workweek by an exempt employee is considered accomplishment of assigned accountabilities for which there is no additional compensation.

Section 13. Adverse Weather

Adverse weather conditions occasionally disrupt work schedules and interfere with normal work-related activities. Regular employees are encouraged to report to work. However, the Town recognizes that factors such as transportation, school closings, and childcare arrangements are considerations. Non-required personnel are permitted to determine for themselves whether they can travel to and from work safely. Employees will be allowed to use accrued vacation leave, compensatory time or leave without pay for any lost time from work if they are unable to arrive to their designated work area or need to leave early.

In serious adverse weather, the Town Manager may close or open late to the general public in the interest of safety. The Town Manager will determine all decisions to delay or close the Town offices related to adverse weather or other emergency conditions. When the Town's schedule is altered, operational status will be available through news media outlets, Town email, Internet and normal supervisory channels. Employees whose presence is not required will not be docked leave or pay for regularly-scheduled work hours missed due to official closings or late openings. Employees who are not required by their departments to work during a Town closing but who do, in fact, work during the closed time frame will be paid only their regular rate for all hours worked.

Departments providing emergency and critical services 24 hours/day will remain open and employees will be required to work as usual. All law enforcement and emergency services personnel work hours will continue to be set at the discretion of the respective Department Director. There may be cases when department necessity may require that employees who had not been designated as emergency / critical must report to work (or remain at work) during an emergency situation (i.e. maintenance or snow removal) and will work such hours as needed. All employees required to work during adverse weather or emergency situation will be paid at their regular rate for all hours worked (or overtime when warranted). Failure to report to work when required may result in disciplinary action.

ARTICLE VI. EMPLOYEE BENEFITS

Section 1. Eligibility

As an integral part of a comprehensive, competitive compensation program, the Town offers a variety of benefits. Specific benefit programs will vary from time to time and the type, level, eligibility and cost of such programs are subject to change at any time at the sole discretion of the Town. To that end, the Town will periodically review each employee benefit and may, with or without notification, modify, delete or add benefits at its own discretion as may be deemed to be appropriate and necessary.

All regular full-time Town employees are eligible for employee benefits, subject to any waiting period. Regular part-time employees are eligible for pro-rated benefits based on the number of hours worked weekly as well as the stipulations in benefit contracts. Temporary employees are eligible only for workers' compensation and FICA. An employee must be in a "pay status" a minimum of 50% of the month in order to remain covered by insurance. Pay status means one is working or utilizing appropriate leave. Once an employee is in pay status for less than 50% of the month, he/she is responsible for paying the coverage.

The following employee benefits sections provide a brief summary and are not intended to be an all-inclusive benefits description. Please contact Human Resources for more detailed information regarding current benefits, eligibility, coverage and costs.

Section 2. Group Health and Hospitalization Insurance

All regular full-time employees are eligible to purchase available group health insurance. The Town pays the full cost of the premium on individual coverage for all regular full-time employees unless otherwise noted. The Town pays a portion of the individual health insurance premium for regular part-time employees based on a pro-rated amount for the number of regularly scheduled hours worked. (Ex. – 75% for 30 hrs/wk). Employees may purchase coverage for their dependents and are responsible for paying the full cost of the additional coverage. Coverage begins the first day of the month following the date of employment. Information concerning cost and benefits shall be available to all employees from the Human Resources Department.

Under the Federal Consolidated Omnibus Budget and Reconciliation Act, or COBRA, employees are eligible to continue health insurance at group rates for up to 18 months after employment. The employee must pay 100% of the Town's cost of both individual and dependent health insurance as well as any administrative fee charged by the plan administrator.

Section 3. Group Life Insurance

The Town provides group life insurance for regular full-time employees subject to the stipulations of the insurance contract. The insurance includes Accidental Death & Dismemberment (AD&D) coverage paid by the Town.

Section 4. Dental Insurance

The Town provides dental insurance to all regular full-time employees with the premium for the individual coverage paid by the Town. Employees may purchase coverage for their dependents and are responsible for paying the full cost of the additional coverage.

Section 5. Other Optional Group Insurance Plans

The Town may make other group insurance plans available to employees upon authorization of the Town Manager or Town Council.

Section 6. Retirement

The Town provides a retirement income plan for regular full-time and part-time employees under the North Carolina Local Governmental Employees' Retirement System. All regular employees assigned to work 20 or more hours per week (or more than 1,000 hours in any 12 month period) are required to participate as of the first day of employment. Currently, employees contribute 6% of salary (deducted from employees' paychecks) while the Town pays an amount determined annually by the Local Governmental Employees' Retirement System and as approved by the North Carolina General Assembly. The retirement plan is known as a "defined benefit plan" meaning that one can count on a guaranteed percentage of your income at retirement. The percentage will depend on your average final compensation, years of service, and the age at the time of drawing benefits.

After one year as a contributing member, active employees are covered by a death benefit equal to the highest 12 months of salary in a row during the 24 months before you die, but no less than \$25,000 and no more than \$50,000. This benefit is provided to your beneficiary if you die during employment or within 180 days of the last day for which you were paid salary. With five years of service, you are eligible for disability retirement if you become disabled. Sworn Law Enforcement Officers are eligible for a Line-of-Duty Disability benefit beginning on their first day of employment.

Section 7. Health Insurance for Retired Employees

Town of Holly Springs employees who retire from the Town service before the age of 65 and qualify for benefits under the provisions set forth in the North Carolina Local Government Employees' Retirement System may continue group health insurance coverage until they reach 65, based upon the following schedule:

Under fifteen (15) years of continuous service – group health insurance benefits available through COBRA for 18 months at the employee’s expense.

Fifteen (15) years, but less than twenty (20) years of continuous service – group health insurance benefits available at the current premium rate to be paid for in full by the retiree.

Twenty (20) years, but less than twenty-five (25) years of continuous service – group health insurance benefits available at the full current premium rate to be paid 50% by the Town and the retiree will pay the remaining amount.

Twenty-five (25) years, but less than thirty (30) years of continuous service - group health insurance benefits available at the full current premium rate to be paid 75% by the Town and the retiree will pay the remaining amount.

Thirty (30) years or more of continuous service - group health insurance benefits available at the current premium rate to be paid 100% by the Town.

Retirees will be carried on the same insurance plan as active employees. Coverage will be available only to those dependents of the member covered on the day immediately preceding the date of retirement. Retirees will pay the full cost for the dependent coverage. A spouse or dependent who is still covered when you turn age sixty-five (65) or otherwise become entitled to Medicare, will be eligible to continue coverage for up to thirty-six (36) months under the COBRA law.

Insurance coverage will only be extended to retirees until they reach age 65 or until they are eligible to receive Medicare under Title XVIII (Medicare of the Social Security Act), whichever occurs first, or becoming gainfully employed by another employer and thus covered by other group insurance. At the time of their 65th birthday or Medicare eligibility, the coverage will be terminated and the Town will no longer be responsible for providing health insurance for the retiree.

If, after retirement, a retiree is re-employed by any employer in a capacity that they receive health insurance benefits, the Town will no longer be responsible for providing coverage. After insurance coverage is terminated, the Town is under no obligation to renew the coverage. In addition, any retiree who fails to pay any applicable fees on or before the date due shall be terminated from coverage.

The provisions of this policy shall apply to all employees retiring after the adoption of this revised policy. The benefits provided under this section are not intended to be contractual in nature. The Town retains the right to modify these benefits, including amendments and termination, if it deems such modification to be necessary without prior notice.

Employees hired on or after July 1, 2022 will no longer be eligible for the Town’s group post-employment health insurance. Employees will continue to be eligible for COBRA coverage.

Section 8. Supplemental Retirement Benefits

The Town provides 401(k) benefits through the State's 401(k) program for its full and part-time employees in the amount of 5% of annual salary beginning on the first day of employment, subject to appropriation by the Town Council. Employees must work at least 20 hours per week and participate in the retirement system in order to be eligible for the 401(k) benefit program. Each law enforcement officer shall receive 401(k) benefits as prescribed by North Carolina State Law and beginning on the first day of employment.

Section 9. Social Security

The Town, to the extent of its lawful authority and power, has extended Social Security benefits for its eligible employees and eligible groups and classes of such employees.

Section 10. Workers' Compensation

All employees of the Town (full-time, part-time, and temporary) are covered by the North Carolina Workers' Compensation Act. Benefits are paid under this coverage if you have an eligible on-the-job injury or illness. The Workers' Compensation insurance pays for all necessary medical treatment, including hospitalization, doctor fees, and prescriptions.

Responsibility for claiming compensation under the Workers' Compensation Act is on the injured employee. All employees are required to report any injuries arising out of and in the course of employment to their supervisors immediately at the time of the injury in order that appropriate action may be taken at once. Employees must complete an Employee Accident/Injury Report Form and turn into his/her supervisor or Department Director to submit to Human Resources. The Human Resources Director will assist the employee in filing the claim. Under NC Workers' Compensation law, the Town has the right to direct medical care for employees who suffer work related injuries or illnesses. Employees may be directed to seek medical treatment for work related injuries from healthcare providers designated by the Town.

A disability of over seven calendar days is required before payment of Workers' Compensation salary benefits under the Workers' Compensation Act begin. An employee may use accrued sick or vacation leave during the first seven calendar day waiting period. If the work-related disability exceeds seven calendar days, the employee will be placed on Workers' Compensation Leave which runs concurrently with Family Medical Leave. While out on workers' compensation leave of absence, vacation and sick leave do not accrue. During recovery from an accident, an employee may be able to work on light-duty assignments for all or part of the work day. Failure to report to a modified or light-duty assignment may result in disciplinary action and/or the workers' compensation salary supplement may be stopped.

If you are employed as a firefighter or a sworn police officer and you have an adverse medical reaction to an employment vaccination against smallpox or become infected with smallpox or with vaccinia, you will be treated as any other employee with a compensable occupational disease under the North Carolina Workers' Compensation Act.

Section 11. Unemployment Compensation

In accordance with Public Law 94-566 and subsequent amendments, local governments are covered by unemployment insurance. Town employees who are terminated due to a reduction in force or released from Town service may apply for benefits through the local Division of Employment Security office, where a determination of eligibility will be made.

Section 12. Tuition Reimbursement Program

Regular, full-time employees who have completed initial probation may apply for tuition reimbursement for courses taken on their own time through and accredited college or university, which will improve their skills for their current job or prepare them for promotional opportunities within the Town. Courses that are not job-related or are primarily avocational will not be approved. Therefore, reimbursement will be given on a course-by-course basis and not based on a general curriculum or educational program. Tuition, registration, fees, laboratory fees, and student fees are eligible expenses. **Employees may be reimbursed eligible expenses up to a total of \$500 \$1,500 per fiscal year, subject to availability of funds, but no more than \$1,000 \$6,000 total during their employment with the Town.** If tuition reimbursement requests exceed budgeted funds, disbursements will be made on a first-come, first-served basis. Satisfactory completion of the courses (*Grade "C" or better*) will be required for reimbursement. Requests for tuition reimbursement shall be submitted to the Department Director and require approval from the Human Resources Director and Town Manager (**or designee**) prior to course registration.

Section 13. Flexible Spending Accounts (FSA)

Full-time employees have the option of enrolling in the Dependent Care Reimbursement Plan, Medical Reimbursement Plan, or both. Contributions to either plan are made with pre-tax dollars through payroll deduction which will increase employee take-home pay. There will be an annual enrollment period in order to participate in the tax-savings plans.

Section 14. Wellness Benefits

Regular employees of the Town are eligible to use the Gym and Exercise Facilities located at the Hunt Community Center at no cost. Other wellness benefits may be provided for Town employees.

Section 15. Employee Assistance Program

The Town of Holly Springs recognizes that some personal problems require professional help and therefore provides a free, confidential Employee Assistance Program for Town employees and their family members. The services provided include assessment of personal problems that may be emotional, marital, family-related, financial, legal, drug or alcohol related, job stress, or any other issue that may cause concern. A counselor is on call 24 hours a day for immediate assistance. Short-term counseling and/or referral for extended or specialized help will follow, if necessary. Department Directors or supervisors may make appointments for employees when personal problems are adversely affecting job performance. They will then be told only whether or not the employee kept the appointment. Please contact your Department Director, Supervisor or Human Resources regarding contact information for the EAP provider. You may also confidentially locate the provider information under the Benefits link under the Human Resources Department at the Town's website.

Section 16. Effective Date of Benefit Changes

Employees are given the opportunity annually during open enrollment to make changes in their medical plan, dental plan, voluntary benefits and/or flexible spending accounts. In addition, employees may add or remove dependents within 30 days following an IRS-defined "qualifying event". Qualifying events must be reported to Human Resources within 30 days of the occurrence.

Section 17. Law Enforcement Officers' Separation Allowance

Each eligible sworn law enforcement officer, as defined by G.S. 128-21 (11b) or G.S. 143-166.50 (a) (3), of the Town who shall be and remain retired under the provisions of G.S. 128-27 (a) shall be eligible for a special separation allowance as provided by G.S. 143-166.42, equal to .85% of the annual equivalent of the base rate of compensation. The allowance shall be paid on the same frequency as the regular Town payroll cycle.

In order to qualify for the allowance, the officer shall:

- Have completed 30 years or more of creditable service or have attained 55 years of age and completed five (5) or more years of creditable service (as the term "creditable service" is defined in G.S. 143-166.4I(b); and
- Not yet have attained the age of 62; and
- Have completed at least 5 years of continuous service as a law enforcement officer as herein defined with the Town immediately preceding a service retirement.

The special separation allowance payments to a retired officer will cease at the first of (1) the death of the officer; (2) the officer attains 62 years of age; or (3) The first day of reemployment by a local government employer in any capacity. Notwithstanding the provisions of subdivision (3) of this subsection, a local government employer may employ retired officers in a public safety position in a capacity not requiring participation in the Local Governmental Employees' Retirement System, and doing so shall not cause payment to cease to those officers under the provisions of this section.

Any officer who is entitled to receive a special separation allowance from the Town shall, within ten (10) days of any change in his/her employment status, report the same to the Town Manager.

The governing body shall determine the eligibility of employees for the benefits provided herein.

ARTICLE VII. HOLIDAYS AND LEAVES OF ABSENCE

Section 1. Policy

The policy of the Town is to provide vacation leave, sick leave, and holiday leave to all regular full-time and part-time employees. Employees shall accrue leave proportionately with each payroll. An employee must be in "pay status" for a minimum of 50% of the pay period in order to accrue leave.

Section 2. Holidays

The Town of Holly Springs observes the same holiday schedule as designated by the North Carolina Office of State Human Resources with twelve paid holidays per year. The following are the designated holidays:

New Year's Day
Martin Luther King, Jr's Birthday
Good Friday
Memorial Day
Independence Day

Labor Day
Veterans Day
Thanksgiving Thursday & Friday
Christmas (three days)

When any recognized holiday falls on Saturday, the preceding Friday will be the designated holiday. When any recognized holiday falls on Sunday, the following Monday will be the designated holiday.

Holidays are equivalent to 8 hours straight-time pay for all regular full-time employees regardless of their typical workweek schedule and are excluded from hours worked in calculating overtime. In order to receive a paid holiday, an employee must have worked the day before and the day after the holiday(s), or have been given approved leave. Fire and law enforcement employees whose work schedule differs from the standard Monday through Friday schedule, and who work greater than 8-hour shifts, will meet this requirement by working the "scheduled work shift" before and the "scheduled work shift" after the holiday or have been given approved leave.

Section 3. Holidays: Effect on Other Types of Leave

Recognized holidays that occur during a vacation, sick or other leave period of any employee shall not be considered as vacation, sick, or other leave.

Section 4. Vacation/Personal Leave

Vacation/Personal leave is intended to be used for rest and relaxation, school appointments, and other personal needs. Vacation/Personal leave accrues from the first day of employment with the accrual rate determined by the length of service. Vacation leave may also be used by employees who wish to observe religious holidays other than those granted by the Town. Employees who wish to use leave for religious observances must request leave from their respective Department Directors. The Department Director will attempt to arrange the work schedule so that an employee may be granted vacation leave for the religious observance. Vacation leave for religious observance may be denied only when granting the leave would create an undue hardship for the Town. Vacation leave shall be taken only with the prior approval of the employee's Department Director.

Section 5. Vacation/Personal Leave: Use by Probationary Employees

Employees serving a probationary period following initial employment will accumulate vacation/personal leave but shall not be permitted to take vacation leave during the first six months of employment unless approved by the Department Director.

Section 6. Vacation/Personal Leave: Accrual Rate

Each full and part-time employee of the Town shall accrue vacation at the following schedule, prorated by the average number of hours in the workweek (Section 16):

Years of Service	Yearly Accrual (Days)
0 but less than 2	10
2 but less than 5	12
5 but less than 10	15
10 but less than 15	18
15 but less than 20	20
20 or more	24

Section 7. Vacation/Personal Leave: Maximum Accumulation

Vacation leave may be accumulated without any applicable maximum until December 31 of each year. Effective the last payroll in the calendar year, any employee with more than 240 hours of accumulated vacation leave shall have the excess accumulation converted to sick leave so that only 240 hours are carried forward to January 1 of the next calendar year. Employees are not eligible to receive pay for excess vacation time not taken at this conversion time.

Employees are cautioned not to retain excess accumulated vacation leave until late in the year. Because of the necessity to keep all functions in operation, large numbers of employees cannot be granted vacation leave at any one time. If an employee has excess leave accumulation during the latter part of the year and is unable to take such leave because of staffing demands, the employee shall receive no special consideration either in having vacation leave scheduled or in receiving any exception to the maximum accumulation.

Section 8. Vacation/Personal Leave: Manner of Taking

Employees shall be granted the use of earned vacation leave upon request in advance at those times designated by the Department Director which will least obstruct normal operations of the Town. Department Directors are responsible for insuring that approved vacation leave does not hinder the effectiveness of service delivery. Vacation leave may be taken in half-hour or 1 hour increments. Failure to request or take vacation leave without prior approval may result in disciplinary action. Notwithstanding the procedures described in this Article, employees will use accrued comp time before using accrued vacation leave.

Section 9. Vacation/Personal Leave: Payment upon Separation

An employee who has successfully completed the probationary period will normally be paid for accumulated vacation leave upon separation not to exceed 30 days (240 hours), provided the employee provides a written two-week notice to their supervisor. Additionally, the employee must work each scheduled workday during the two-week notice period unless provided an exception by the Town Manager.

Any employee failing to give and work the two-week notice required by this section shall forfeit payment for accumulated leave. The notice and work requirement may be waived by the Town Manager when deemed to be in the best interest of the Town. Employees who are dismissed pursuant to Article IX, Section 5 of the Town Personnel Policy shall forfeit payment for accumulated vacation leave.

Section 10. Vacation/Personal Leave: Payment upon Death

The estate of an employee who dies while employed by the Town shall be entitled to payment of all the accumulated vacation leave credited to the employee's account not to exceed the maximums established in this Article.

Section 11. Sick Leave

Sick leave benefits are a privilege and not a right that an employee may demand. Sick leave may be granted to a probationary or regular employee absent from work for any of

the following reasons: sickness, bodily injury, required physical or dental examinations or treatment, or exposure to a contagious disease, when continuing work might jeopardize the health of others. Sick leave is not intended to provide time off for recreation, personal reasons, or to extend vacations.

Sick leave may be used when an employee must care for a member of his or her immediate family who is ill. "Immediate family", for purpose of this policy, shall be defined as spouse, children (including step children), parent (including step parents), and /or sibling of the employee.

Sick leave runs concurrently with other types of leave including Family Medical Leave. Sick leave may be used during the initial 7-day waiting period before Workers' Compensation benefits begin.

Notification of the desire to take sick leave should be submitted to the employee's supervisor prior to the leave. If an employee is unable to report to work, the employee must notify their supervisor as soon as practical after the beginning of the regular scheduled workday. If the employee cannot call, the employee must have someone else call. If it is necessary for an employee to leave the work site because of illness, the employee must notify their supervisor before leaving. The employee is responsible for keeping their supervisor and/or Department Director informed on a regular basis of the status of the illness and when they expect to return to work. Department Directors may require that employees obtain a physician's statement describing the nature of illness and/or attesting to one's capacity to resume work duties. Failure to properly notify the supervisor and/or Department Director or provide necessary medical documentation may result in disciplinary action up to and including termination.

The Town has the discretion to send an employee home on sick leave if he/she exhibits signs of a serious contagious illness or to send the employee to a physician to obtain a fitness for duty note before returning to work.

Section 12. Sick Leave: Accrual Rate and Accumulation

Sick leave shall accrue at a rate of one day per month of service or twelve days per year. Sick leave for full-time and part-time employees working other than the basic work schedule shall be pro-rated as described in this Article. Sick leave will be cumulative for an indefinite period of time and may be converted upon retirement for service credit consistent with the provisions of the North Carolina Local Government Employees' Retirement System.

All sick leave accumulated by an employee shall end and terminate without compensation when the employee resigns or is separated from the Town, except as stated for employees retiring or terminated due to reduction in force.

Section 13. Transfer of Sick Leave from Previous Employer

The Town will accept initial sick leave balances up to (240 hours) from a previous employer when the previous employer is covered by the State or Local Government Retirement System and the employee did not withdraw accumulated contributions from that employer when leaving employment. The sick leave will be treated as though it were earned with the Town of Holly Springs. The sick leave amount must be certified by the previous employer and it is the employee's responsibility to provide documentation from their previous employer within three (3) months of employment. Transferred sick leave will be credited to the employee upon completion of the probationary period. Additional sick leave amounts over 240 hours may be credited to the employee's sick leave balance after 1 year of service with Town Manager approval.

Section 14. Sick Leave: Medical Certification

The employee's supervisor or Department Director may require a physician's certificate stating the nature of the employee's or employee family member's illness and the employee's capacity to resume duties, for each occasion on which an employee uses sick leave or whenever the supervisor observes a "pattern of absenteeism." The employee may be required to submit to such medical examination or inquiry as the Department Director deems desirable. The Department Director shall be responsible for the application of this provision to the end that:

- 1) Employees shall not be on duty when they might endanger their health or the health of other employees; and
- 2) There will be no abuse of leave privileges.

Claiming sick leave under false pretense to obtain a day off with pay shall subject the employee to disciplinary action up to and including dismissal.

Section 15. Leave Pro-rated

Holiday, vacation, and sick leave earned by full-time and part-time employees with fewer or greater hours than the basic work week shall be prorated and determined by the following formula:

- 1) The number of hours worked by such employees shall be divided by the number of hours in the basic workweek (usually 40 hours).
- 2) The proportion obtained in step 1 shall be multiplied by the number of hours of leave earned annually by employees working the basic workweek.

- 3) The number of hours in step 2 divided by 12 shall be the number of hours of leave earned monthly by the employees concerned, or divided by 26 shall be the number of hours of leave earned bi-weekly.

Section 16. Family and Medical Leave

The Town of Holly Springs provides up to 12 weeks of job-protected leave in accordance with the Family and Medical Leave Act of 1993 (FMLA). Under the Family and Medical Leave Act of 1993, eligible employees may be granted up to a total of 12 weeks of unpaid leave per 12-month period, as determined below, for any of the following reasons:

- 1) For incapacity due to pregnancy, prenatal medical care or child birth;
- 2) To care for the employee's child after birth, or placement for adoption or foster care;
- 3) To care for employee's spouse, son or daughter (under age 18 or incapable of self-care due to disability) parent (in-laws not included), with a serious health condition, as defined by FMLA;
- 4) For a serious health condition, as defined by FMLA, that renders employee unable to perform the job.
- 5) For qualifying exigency arising out of the fact that the spouse, child, or parent of the employee is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation.

Service member Family Leave

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty and is receiving medical treatment, recuperating or undergoing therapy for a serious injury or illness. In contrast to all other FMLA leaves, service member family leave may be taken only once and does not again become available with the start of a new FMLA year. An employee may not take more than a combined total of 26 workweeks of leave in any year in which he or she uses service member family leave. The same eligibility, leave usage, and medical certification requirements apply to service member family leave as apply to all other FMLA leaves.

Eligible employees

To qualify for FMLA coverage, the employee must have worked for the Town of Holly Springs 12 months or 52 weeks; these do not have to be consecutive. However, the employee must have worked 1,250 hours during the twelve month period immediately before the date when the FMLA time begins. Under the Uniformed Services Employment and Reemployment Act (USERRA) an employee ordered to active military duty is eligible for FMLA if the employee would have otherwise been qualified had it not been for the active military duty.

Leave

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. The request for the use of leave must be made in writing by the employee and approved by the Town Manager. The FMLA permits, and the Town of Holly Springs requires, that while utilizing FMLA leave employees exhaust all accrued paid sick leave first, then vacation leave, and lastly earned compensatory time before being granted unpaid leave. Additional time away from the job beyond the 12-week period may be approved in accordance with the Town's Leave Without Pay policy. Any use of sick leave beyond two weeks is required to be submitted as Family and Medical Leave. Family Medical Leave runs concurrently with other types of leave including sick leave/disability, voluntary shared leave, and worker's compensation. An employee ceases to earn leave credits on the date leave without pay begins. An employee is prohibited from moonlighting or performing other outside work during any kind of leave including FMLA leave.

12-Month Period

For the purposes of determining available leave, the 12-month period during which employees may be eligible for leave will be calculated on a rolling leave year looking backward 12 months from the date an employee begins FMLA leave.

Medical Certification

The Town may require medical certification to assess FMLA eligibility, as well as updates at reasonable intervals for continued certification. Employees are responsible for paying for the certification or re-certification. The Town, at its own cost, may also require the employee to get a second or third opinion from a physician designated by the Town. Failure to provide adequate information within 15 calendar days, may result in denial of leave. The employee is expected to return to work at the end of the time frame stated in the medical certification, unless he/she has requested additional time in writing under the Town's Leave of Absence policy. The Town requires a physician's statement certifying an employee's ability to return to work prior to returning from medical leave. An employee who does not return to work within three working days after their FMLA expires will be considered to have voluntarily resigned their position.

Spouse's Combined Leave

If a husband and wife both work for the Town and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (not parent-in-law) with a serious health condition, the husband and wife together may only take a total of 12 weeks leave during the 12-month period under FMLA. The request for the use of leave must be made in writing by the employee and approved by the Department Director or Town Manager.

Benefits Continuation

The Town will continue to provide health care benefits during the 12-week FMLA leave entitlement, however, the employee will be responsible for paying his/her portion of the premium for dependent coverage if applicable. Other insurance and payroll deductions (i.e. dental, flex, etc.) are the responsibility of the employee and the employee must make those payments. Failure to pay premiums will result in loss of coverage. Under federal

regulations, the Town has the right to recover the insurance premiums if the employee fails to return to work for reasons other than the inability of the employee to work.

Reinstatement

Under most circumstances, employees who return to work immediately after the expiration of this leave and who do not exceed the amount of leave permitted under the FMLA, will be reinstated to either the same or equivalent job. If the twelve or twenty-six weeks of this leave are exhausted and the employee has not returned to work, the Town will determine if the employee will be reinstated.

Section 17. Leave of Absence

A regular full or part-time employee who has completed the probationary period may be granted a leave of absence typically for no more than six months by the Town Manager for various reasons including medical leave, sickness/disability of immediate family member, continuing of education, special work that will permit the Town to benefit by the experience gained or the work performed, or for other reasons deemed justified by the Town Manager.

Eligible employees will be required to exhaust their vacation leave, sick leave, and any accrued compensatory time prior to requesting leave without pay. The Town requires that all leave of absences qualifying for Family and Medical Leave run concurrently with the 12-week FMLA entitlement. No benefits are accrued during an unpaid leave of absence.

The employee shall apply in writing to their supervisor for leave no later than 30 days prior to the effective date of the leave. The 30-day notice may be waived when in the doctor's opinion the employee must leave their job earlier for medical reasons. The request should include the reason for leave, date expected for beginning leave, duration of leave, and the expected date to return to work. The Town Manager approves any leave of absence request. The employee is obligated to return to duty within or at the end of the time determined appropriate by the Town Manager. If the employee decides not to return to work, the supervisor shall be notified immediately. Failure to report at the expiration of a leave of absence, unless an extension has been requested in writing and approved, shall be considered a voluntary resignation. The length of the leave will be determined by the circumstances surrounding the situation and each case will be considered on its own merit. However, leave of absences typically shall not exceed six months without Town Manager approval.

The Town cannot guarantee reinstatement to the employee's former position upon return from a leave of absence. However, every effort will be made to place an employee in their former position. Before being considered for a return to work after a medical leave of absence, employees must provide Human Resources with a physician's note stating that he/she is physically able to perform the job.

Section 18. Leave Without Pay

Leave without pay is an administrative decision and may be granted by the Town Manager upon the recommendation of the Department Director and Human Resources Director. An employee must exhaust all applicable other leave before being placed on leave without pay status. An employee will not be permitted to rotate in and out of leave without pay status and paid leave status. While on leave without pay, an employee shall not accrue leave benefits. Under leave without pay status, employees are responsible for paying both the Town and employee contributions for premiums or benefit packages if they wish to maintain coverage, subject to any regulation by the Town Council and the regulations of the insurance carrier/benefit provider.

(Exception: For leave without pay occurring under the 12-week FMLA entitlement, the Town's contributions to health insurance is maintained.)

Section 19. Workers' Compensation Leave

Under the North Carolina Workers' Compensation Act, employees may be compensated for absence from work due to injury or illness covered by the Act, subject to the following leave provisions:

- 1) There is a mandatory 7 calendar day waiting period before Workers' Compensation salary benefits begin. For this initial 7-day waiting period, employees may use sick leave, vacation leave, compensatory time, or leave without pay.
- 2) Beginning on the 8th calendar day following the injury or illness, employees who have not returned to work shall be placed in a Workers' Compensation Leave Without Pay status. Accrued leave cannot be used while in Leave Without Pay status.
- 3) Employees receiving Workers' Compensation benefits will not accrue vacation leave, sick leave or paid holidays and their local government retirement and 401k benefits are not paid during this period. Employees will retain all accumulated sick and vacation leave.
- 4) An employee on Workers' Compensation leave may be permitted to continue to be eligible for benefits under the Town's group health insurance plan during the 12-week FMLA period. Employees may elect to continue health benefits by electing COBRA.
- 5) Upon reinstatement, an employee's salary will be computed on the basis of the last salary plus any salary increase to which the employee would have been entitled during the absence covered by Workers' Compensation benefits.
- 6) After returning to work, employees shall be required to use sick or vacation leave for any additional absences for doctor visits, physical therapy, and other required

medical care except where any full or partial workday absence may be eligible for Workers' Compensation payment.

- 7) Any period of leave for a Workers' Compensation injury that qualifies as a "serious health condition" under the Family and Medical Leave Act (FMLA), will run concurrently with FMLA leave.
- 8) The Town of Holly Springs' personnel policies shall continue to apply to an employee on Workers' Compensation leave in the same manner as they would apply to an employee who continues to work, or is absent while on some other form of leave.
- 9) An employee is prohibited from moonlighting or performing other outside work during any kind of leave including workers' compensation leave.
- 10) The ability to return to work will be assessed individually and on a case by case basis. The Town will engage in an interactive process with the employee to carefully analyze whether accommodations requested are reasonable while not creating an undue hardship to the Town. If business necessity requires the Town to fill the position prior to the employee's return to work, the employee will receive priority consideration for qualified job openings for 6 months after their medical release to work.
- 11) Before an employee may return to work from a Workers' Compensation injury at full or light duty, the employee must provide a physician's note or Fitness for Duty certification to his/her supervisor indicating that he/she is released and capable of resuming duties, and what, if any restrictions are in place.

Section 20. Return to Work

The Town of Holly Springs has an established light duty return-to-work policy. A light duty assignment is defined as a temporary work assignment within the employee's physical abilities, knowledge and skills which allows an employee to return to work performing different duties until the employee is able to return to his/her original position following an on-the-job injury. The light duty assignment temporarily addresses the restrictions placed on the employee by the treating physician. For work to be considered suitable light duty employment, the following conditions must be met:

- 1) The employee must meet the required qualifications for the light duty assignment,
- 2) The work must be a meaningful and productive part of the department's operations,
- 3) The work must conform to the medical restrictions set by the medical care provider, and,

- 4) The light duty assignment and/or modified work schedule should not exceed ninety calendar days.

If the employee's regular department is unable to meet the employee's need for light duty, the employee's department is responsible for payment of the employee's salary and benefits while performing a light duty assignment in a different department that has been able to meet the employee's needs. The employee placed in a light duty assignment will be paid a salary that is equivalent to the salary of other employees holding the same position. The Town cannot guarantee placement and is under no obligation to offer or create any specific position for purposes of offering placement. Employees in a light duty assignment are expected to comply with Town policies and performance expectations as if they were working in their regular, full-time position.

An employee may choose to accept or refuse the Return to Work (modified duty) job offer. However, an employee who refuses a Light Duty offer is subject to termination. Rejection of the job offer might also result in cancellation of income benefits under Workers' Compensation Insurance.

If an employee is unable to return to work at full duty after 90 calendar days, he/she may request a continuation of light duty. Approval beyond 90 calendar days will be based upon the individual assessment of the employee's ability to return to full duty within the immediate future as well as business necessity. An employee requesting an extension beyond 90 calendar days must submit updated information from the treating physician. The Town reserves the right to consider a separation of employment for any employee who is out on Workers' Compensation leave for an extended period of time thus causing hardship for the department. The Town of Holly Springs will engage in the interactive process to determine whether a reasonable accommodation is possible for a qualified individual with a disability to enable them to perform the essential functions of the job, unless doing so causes an undue hardship to the Town or a direct threat to employees or workplace safety.

Section 21. Military Leave

In accordance with federal and state laws, the Town provides military leave to employees who are members of a United States Armed Forces Reserve organization or National Guard for absences to perform military duty, whether voluntary or involuntary. Absences to perform any military duty (including active duty, active duty training, inactive duty training such as scheduled drills and summer camp, full-time National Guard federal duty, fitness-for-duty examination, and funeral honors duty) are covered by this policy, unless the employee reaches the five-year maximum of military leave as established by the Uniformed Services Employment and Reemployment Rights Act (USERRA). This policy provides military leave to regular Town employees unless their employment is for a brief, non-recurrent period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period.

Employees should submit a request for military leave to the supervisor or Department Director as soon in advance of the military duty as possible. The request should be in writing and should be accompanied by a copy of the military orders. Employees must report back to work as soon after military duty as possible, consistent with federal and state laws. If the reason for the employee's delay is not related to military duties, the employee is subject to the personnel policies and practices normally applied to employees with unexcused absences.

Employees may choose whether to use earned compensatory time, accrued vacation leave (leave with pay), leave without pay, or some combination thereof for these absences, and the provisions of that leave shall apply. Upon exhausting all other paid leave, employees may request to use sick leave, if approved by the Town Manager.

Regular employees choosing to use military leave may claim up to ten (10) days of differential pay per calendar year provided the days are recorded as military leave and the military basic pay is less than the employee's regular Town pay. To claim differential pay, the employee must submit a copy of his/her military orders, pay vouchers, Leave and Earnings Statement and/or other appropriate documentation evidencing performance and compensation pertinent to the military duty.

During the period of military leave, regular employees may continue health and dental insurance coverage up to eighteen months under COBRA coverage, provided they continue to pay their share of the premiums. As with any other unpaid leave, employees do not accrue vacation leave or sick leave during the period of leave without pay. However, the balance of such accruals on the date of commencement of the military leave will remain intact for the employee's return to work.

Section 22. Reinstatement Following Military Service

Employees who are separated or discharged from military service under honorable conditions and who apply for reinstatement within the established time limits are reinstated to the same position or one of like status, seniority, and pay with the Town. If, during military service, an employee is disabled to the extent that the duties of the original position cannot be performed, the employee is reinstated to a position with duties compatible with the disability, if available. The employee's salary upon reinstatement is based on the salary rate just prior to leave, plus any general salary increase(s) implemented while on leave. The addition of a performance salary increase may be considered. Employees who are eligible for military leave have all job rights specified by the Uniformed Services Employment and Reemployment Rights Act (USERRA).

An employee's entitlement to the provisions of this section terminates upon the occurrence of any of the following events:

- 1) Such employee is separated from uniformed service with dishonorable or bad conduct discharge;

- 2) Such employee is separated from uniformed service under other than honorable conditions, as characterized pursuant to regulations prescribed by the Secretary concerned;
- 3) The Town's circumstances have so changed as to make such reemployment impossible or unreasonable; or
- 4) Such employee gives clear written notice s/he has no intention of returning to work.

Section 23. Civil Leave

A Town employee called for jury duty or subpoenaed for the federal or state governments, or a subdivision thereof, shall receive leave with pay for such duty during the required absence without charge to accumulated leave. The employee may keep fees and travel allowances received for jury or witness duty in addition to regular compensation; except, that employees must turn over to the Town any witness fees or travel allowance awarded by that court for court appearances in connection with official duties. While on civil leave, benefits and leave shall accrue as though on regular duty. Employees required to be in court for their own case, defendant or plaintiff, must use vacation leave or compensatory time.

Section 24. Community Involvement Leave

It is the belief of the Town that parent involvement is an essential component of school success and positive student outcomes. Therefore, a regular Town employee who is a parent, guardian, or person standing in loco parentis (in place of the parent) of a school-aged child may take up to eight hours of paid leave per calendar year to attend school activities or otherwise be involved at that child's school.

In addition, employees can use the Community Involvement Leave for other types of community involvement and volunteer participation including activities in a public school, community service organization, disaster relief service, or child school involvement.

This leave is subject to the three following conditions:

- 1) The leave must be taken at a time mutually agreed upon by the employee and the Town; and,
- 2) The Town may require the employee to request the leave in writing at least 48 hours prior to the time of the desired leave; and,
- 3) The Town may require written verification from the child's school or volunteer organization that the employee was involved in during the leave time.

Section 25. Funeral Leave

Up to three calendar days paid leave is granted each calendar year for making funeral arrangements, traveling to, and attending the funerals of “Relatives” (as defined in Article V, Section 5). Funeral leave does not accumulate from year to year. Funeral leave must be approved prior to use. Any additional time off may be charged as vacation/personal leave or compensatory time, if available. Extra days are granted based on the needs of the employee and the department.

Section 26. Shared Leave

Employees may donate vacation leave to qualified employees as shared leave. Shared leave allows a co-worker to continue to receive income when his/her sick leave is exhausted because of absence due to their own serious injury/illness or to care for spouse, child or parent with a serious injury/illness. The procedures for the shared leave program shall be established and approved by the Town Manager.

Section 27. Administrative Leave

The Town Manager can approve certain types of Administrative Leave at his/her discretion. Administrative Leave is typically for volunteer opportunities such as donating blood, assisting with natural disasters, and other approved activities.

Section 28. No Moonlighting During Leave

Employees are prohibited from working outside positions during any kind of leave from the Town (Workers’ Compensation Leave, Family Medical Leave, etc.). Outside employment during a period of leave can result in disciplinary action up to and including termination.

Section 29. Paid Parental Leave

A regular full-time employee who has been employed with the Town of Holly Springs for at least 12 months and who is eligible for Family Medical Leave (FMLA) may request up to 6 weeks of paid parental leave. Paid parental leave must be used within 12 months of the date of the qualifying event. Qualifying events include:

- Birth of a child of the employee
- The legal placement of a child with the employee for adoption, foster care or guardianship; or placement of a child for whom the employee permanently assumes and discharges parental responsibilities (in loco parentis)

The amount of paid parental leave for any one person shall not exceed six (6) weeks in a rolling 12-month period. Paid parental leave shall run concurrently with FMLA. After paid parental leave has been exhausted, employees shall use other appropriate forms of accrued leave before requesting leave without pay.

An employee who fails to remain in an active status for a minimum of 6 months after returning from paid parental leave will be required to reimburse the Town or any paid parental leave received. The value of the paid parental care leave received will be deducted from the employee's final paycheck, including any annual leave to be paid out.

Section 30. Eldercare Leave

Regular, full-time employees are eligible for three weeks (120 hours) of paid eldercare leave to provide care for an elderly parent with a serious health condition as defined by the Family Medical Leave Act. The paid leave will run concurrent with Family Medical Leave. Eligible employees must have completed twelve consecutive months of employment immediately preceding the qualifying event and qualify for Family Medical Leave. Employees separating from Town employment within 6 months of receiving paid eldercare leave will forfeit the ability to receive vacation leave payout upon separation. The value of the paid eldercare leave will be deducted from the employee's final paycheck, including any compensatory time paid out.

ARTICLE VIII. SEPARATION AND REINSTATEMENT

Section 1. Types of Separations

All separations of employees from positions in the service of the Town shall be designated as one of the following types and shall be accomplished in the manner indicated: Resignation, reduction in force, voluntary retirement, death or dismissal.

Section 2. Resignation

An employee may resign by submitting the reasons for resignation and the effective date in writing to the immediate supervisor as far in advance as possible. In all instances, the minimum notice requirement is two weeks. Failure to provide minimum notice shall result in forfeit of payment for accumulated vacation leave unless the notice is waived upon recommendation of the Department Director and approval by the Town Manager.

Three consecutive days of absence without contacting the immediate supervisor or Department Director may be considered job abandonment, a voluntary resignation. Sick leave will only be approved during the final two weeks of a notice with a physician's certification or comparable documentation.

Section 3. Reduction in Force

Reduction in force is the involuntary separation of an employee due to lack of work or funds, outsourcing of services, decreased workload or elimination of the employee's position due to reorganization. In the event that a reduction in force becomes necessary, consideration shall be given to the quality of each employee's performance, organizational needs, and seniority in determining those employees to be retained. Employees who are separated because of a reduction in force shall be given at least two weeks notice of the anticipated action. No regular employee shall be separated because of a reduction in force while there are temporary or probationary employees serving in the same class in the department, unless the regular employee is not willing to transfer to the position held by the temporary or probationary employee.

If a reduction in force occurs, the Town Manager has the discretion to offer severance pay up to the rate of one week of pay for each full year of continuous service to the Town, with a maximum payment of twenty (20) weeks. Severance pay does not apply to temporary employees and any employee who is separated from Town employment based on job misconduct or performance failure. The Town Manager is authorized to interpret and clarify any issues related to Reduction in Force and/or severance.

Section 4. Voluntary Retirement

An employee who meets the conditions set forth under the provision of the North Carolina Local Government Employee's Retirement System may elect to retire and receive all benefits earned under the retirement plan.

Section 5. Death

Separation shall be effective as of the date of death. All compensation due shall be paid to the estate of the employee.

Section 6. Dismissal

An employee may be dismissed in accordance with the provisions and procedures of Article IX.

Section 7. Reinstatement

An employee who is separated because of reduction in force may be reinstated within one year of the date of separation, upon recommendation of the Department Director, and upon approval of the Town Manager. An employee who is reinstated in this manner shall be credited with his or her previously accrued sick leave.

Section 8. Rehiring

An employee who resigns while in good standing may be rehired with the approval of the Town Manager and will be regarded as a new employee (vacation leave and service start over), subject to all of the provisions of rules and regulations of this Policy. If an employee is hired back into the same position within one year from the date of separation, the employee may be hired back at the previous salary rate, including any salary increases for which he/she would have been eligible as well as a reinstatement of accumulated sick leave. An employee in good standing who is separated due to a reduction in force shall be given the first opportunity to be rehired in the same or a similar position.

ARTICLE IX. DISCIPLINARY ACTIONS

Section 1. Policy

A non-probationary employee may be reprimanded, suspended, demoted or dismissed as provided below; however, nothing contained herein shall replace, change or modify the employment-at-will status as first stated in Article 1, Section 2 of these policies.

The Town generally administers a progressive disciplinary procedure in which discipline is administered in proportion to the degree of severity and frequency of unacceptable employee behavior. Progressive discipline is intended to allow the employee the opportunity to correct deficiencies in work behavior by clarifying and prescribing to the employee the appropriate behavior. All disciplinary actions are subject to the approval of the Town Manager.

Employees may be disciplined for improper personal conduct or unsatisfactory performance of job duties, as described in this Article. The Town may also discipline employees for performance problems and/or conduct not specifically identified in this Article.

Probationary employees who have not attained regular status and temporary employees may be dismissed immediately for unsatisfactory job performance or improper personal conduct violations. There is no right of appeal. Appropriate documentation of the dismissal will be included in the employee's personnel file.

Section 2. Procedure

Whenever, in the supervisor's judgment, employee performance, attitude, work habits, or personal conduct falls below the acceptable level, the supervisor shall inform the employee promptly and specifically of such performance problem(s) and give counsel and assistance. A reasonable period of time for improvement may be allowed before initiating disciplinary action and is within the discretion of the supervisor.

The Town generally follows the principles of progressive discipline. However, the supervisor, in consultation with the Human Resources Director, may determine the appropriate level of discipline, separate and apart from the progressive discipline, taking into consideration the particular incident. Disciplinary actions will be recorded in the employee's personnel file.

Disciplinary action may consist of any of the following, not necessarily in this order:

- Written Warning
- Written Warning with Condition(s) of Continued Employment

- Suspension
- Demotion
- Dismissal

Written Warning(s)

A documented discussion of specific work-related concerns indicating unacceptable personal conduct or performance deficiencies will be made with corrective measures to be followed. The receipt of a written warning should be acknowledged in writing by the employee. If the employee refuses to properly acknowledge the receipt of any written warning, the supervisor issuing the written warning shall note the employee's refusal on the employee disciplinary report and have an additional supervisor sign the disciplinary report as a witness to the fact that the employee refused to sign the disciplinary report.

Written Warning with Condition(s) of Continued Employment

If an employee continues to perform his or her duties in an unsatisfactory manner, after the receipt of a written warning about deficiencies in the employees' work performance, or if the employee engages in improper personal conduct that involves a mitigating factor or a combination of mitigating factors deemed by management to warrant disciplinary action short of dismissal, the employee may be issued a written warning that contains conditions with which the employee must comply in order to maintain his or her employment with the Town. These conditions of employment may include, but are not limited to, performance requirements as well as a defined goal for the employee to attain in order to demonstrate that the employee is conducting him/herself in a manner that meets the expectations of the Town of Holly Springs.

The issuance of a written warning by the Town to an employee is for the convenience of the Town and is not a precondition of an adverse employment action. An employee may have an adverse employment action (including but not limited to suspension, demotion or dismissal) taken against them without prior written warning by the Town.

Suspension

If the behavioral infraction is extremely serious to the Town, other employees, or the public, the employee may be suspended without warning.

Demotion

An employee may also be demoted for unsatisfactory performance or for improper personal conduct without prior warnings (s). Before an employee is demoted for either reason, the Department Director shall submit a written summary of facts and circumstances leading to

the decision to the Human Resources Director for approval to proceed. The report should include previous disciplinary action taken, previous written warnings and other documents that support the decision.

Dismissal

The Department Director recommending dismissal shall discuss the recommendation with the Human Resources Director. The supervisor shall schedule and conduct a meeting with the employee and the Human Resources Director. In the meeting, the supervisor shall provide the employee notice of the recommended dismissal, including specific reasons for the recommendation and summarize the information supporting that decision. The employee shall have an opportunity to respond to the recommended dismissal, to refute information supporting the dismissal action and to offer information or arguments to support his/her position. During this meeting with the Department Director, no outside parties may participate. The Human Resources Director shall transmit to the employee written notice of the dismissal.

Section 3. Non-Disciplinary Suspension

During the investigation, hearing or trial of an employee on any criminal charge, or during an investigation related to alleged detrimental personal conduct, or during the course of any civil action involving an employee when suspension would, in the opinion of the Department Director, the Human Resources Director or Town Manager, be in the best interest of the Town, the employee may be suspended for part or all of the proceeding as a non-disciplinary action. In such cases, the Town Manager may temporarily relieve the employee of all duties and responsibilities and place the employee on unpaid or paid leave for the duration of the suspension. If the employee is reinstated following the suspension such employee shall not lose any compensation or benefits to which otherwise the employee would have been entitled had the suspension not occurred. If the employee is terminated following suspension, the employee shall not be eligible for any pay from the date of unpaid suspension.

Section 4. Rights of Appeal

In the case of a demotion or dismissal, a regular employee can appeal to the Town manager in writing within seven (7) workdays following the effective date of the personnel action that is under appeal. The Town Manager, or designee, will review the written reports utilized by the Department Director to take the personnel action under appeal, and may request additional information and documentation to consider the appeal. The Town Manager may request meetings with the employee as well as others involved.

In deciding the issue on appeal, the Town Manager, or designee, may confirm or modify the recommendation of the Department Director and enter such order as the Town Manager may deem appropriate. The Town Manager's written decision shall be entered and forwarded to the Department Director and the employee within ten (10) workdays from the

date the written appeal was received. The decision entered by the Town Manager shall be final.

Section 5. Administrative Guidelines

As mentioned above, the Town will determine the appropriate level of discipline for both unsatisfactory job performance and conduct issues. Examples of both unsatisfactory job performance and improper personal conduct which could result in discipline are listed below.

(A) Unsatisfactory Job Performance

Unsatisfactory job performance occurs when an employee fails to meet job requirements or performance standards as established by the Department Director or Town Manager. This policy does not require that progressive warnings address the same type of unsatisfactory performance.

The following list is illustrative, and is not an exhaustive or exclusive list, of the types of unsatisfactory job performance that may lead to the termination of an individual's employment with the Town:

- (1) Inefficiency or incompetence or negligence in performing duties;
- (2) Poor manner of work performance;
- (3) Failure to produce work of acceptable quality, quantity or accuracy;
- (4) Physical or mental incapability for performing duties after reasonable accommodation;
- (5) Careless, negligent or improper use of Town property;
- (6) Failure to maintain satisfactory and harmonious working relationships with fellow employees and the public;
- (7) Habitual pattern of failure to report for duty at the assigned time and place;
- (8) Absence without approved leave;
- (9) Improper use of sick or other leave privileges;
- (10) Failure to complete work within time frames established;
- (11) Repeated or serious incident of unsafe behavior at work;
- (12) Failure to obtain or maintain current license or certificate required as a condition of the job;
- (13) Failure to wear or use appropriate safety equipment or otherwise to abide by safety rules;

- (14) A rating below expectations overall or on a principal function for at least two consecutive performance reviews (may be mid-year reviews) spanning at least six months with no improvement.

(B) Improper Personal Conduct

An employee who engages in a single act of improper personal conduct is subject to dismissal from employment with the Town of Holly Springs regardless of whether the employee has previously received a warning of any kind during his/her career with the Town.

The following list is illustrative, and is not an exhaustive or exclusive list, of the types of improper personal conduct that will lead to the termination of an individual's employment with the Town:

- (1) Conduct unbecoming a Town employee;
- (2) Fraud, theft or other illegal activities;
- (3) Conviction of a felony or the entry of a plea of nolo contendere thereto;
- (4) Willful misuse or gross negligence in the handling of Town funds or missing Town funds;
- (5) Personal use of Town equipment or supplies;
- (6) Falsifying records for personal profit, to grant special privileges or to obtain employment;
- (7) Engaging in any action that would in any way seriously disrupt or disturb the normal operations of the Town;
- (8) Willful acts that would endanger the lives or property of others;
- (9) Willfully damaging Town property;
- (10) Possessing unauthorized weapons, alcoholic beverages, or illegal substances while on the job;
- (11) Violence or other aggressive, threatening, intimidating, bullying or disruptive behaviors whether by means of communication devices or by means of physical visits to the grounds or home of the targeted individual, for the purpose of harassing an individual;
- (12) Insubordination;
- (13) Accepting gifts for "favors" or "influence";

- (14) Without proper authorization, disseminating or otherwise releasing in any manner information that is lawfully maintained by the Town as confidential information;
- (15) Professional misconduct;
- (16) Leaving the work area repeatedly for excessively long periods without proper authorization;
- (17) Willful violations of Federal/State law or regulations or Town policies;
- (18) Violation of the Town's policies prohibiting sexual harassment, unlawful discrimination, retaliation, workplace violence, and/or substance abuse;
- (19) Providing or maintaining false or improper records/documents;
- (20) Sleeping during work time;
- (21) Gambling during work time; and
- (22) Providing an untruthful statement or statements during an administrative investigation conducted by the Town and/or otherwise attempting to impede the ability of the Town to conduct an accurate and complete administrative investigation.

ARTICLE X. GRIEVANCE PROCEDURE

Section 1. Policy

The Town is committed to providing employees an effective and responsive grievance process. The purpose of this article is to outline the procedure and to assure all employees that a response to their complaints and grievances will be prompt and fair. Employees utilizing the grievance procedure shall not be subjected to retaliation or any form of harassment from supervisors or employees for exercising their rights under this policy. Supervisors or other employees who violate this policy shall be subject to disciplinary action up to and including dismissal from Town service.

Section 2. Grievance Defined

A grievance is a claim or complaint by a current or a former employee based upon an event or condition within control of the Town, which adversely affects the circumstances under which an employee works, allegedly caused by misinterpretation, unfair application, or lack of established policy pertaining to employment conditions. An employee filing a grievance should be actually or potentially adversely affected by the condition or event being grieved. Performance appraisals, disciplinary demotions or terminations of employment fall under the grievance procedure.

Section 3. Purposes of the Grievance Procedure

The purposes of the grievance procedure include, but are not limited to:

- 1) Providing employees with a procedure by which their complaints can be considered promptly, fairly, and without reprisal;
- 2) Encouraging employees to express themselves about the conditions of work that affect them as employees;
- 3) Promoting better understanding of policies, practices, and procedures that affect employees;
- 4) Increasing employees' confidence that personnel actions taken are in accordance with established, fair, and uniform policies and procedures; and
- 5) Increasing the sense of responsibility exercised by supervisors in dealing with their employees.
- 6) Encouraging conflicts to be resolved between employees and supervisors who must maintain an effective future working relationship, and therefore, encouraging conflicts to be resolved at the lowest level possible of the chain of command; and

- 7) Creating a work environment free of continuing conflicts, disagreements, and negative feelings about the Town or its leaders, thus freeing up employee motivation, productivity, and creativity.

Section 4. Procedure

When an employee has a grievance, the following successive steps are to be taken unless otherwise provided. The number of calendar days indicated for each step should be considered the maximum, unless otherwise provided, and every effort should be made to expedite the process. However, the time limits set forth may be extended by mutual consent. The last step initiated by an employee shall be considered to be the step at which the grievance is resolved.

Informal Resolution. Prior to the submission of a formal grievance, the employee and supervisor should meet to discuss the problem and seek to resolve it informally. This is to ensure that the supervisor knows about and has had the opportunity to consider and investigate the problem and to resolve the problem informally before the formal grievance process is initiated. Either the employee or the supervisor may involve the respective Department Director as a resource to help resolve the grievance. In addition, the employee or supervisor may request mediation from a local mediation service or other qualified parties to resolve the conflict, upon approval of the Human Resources Director. Mediation is the process where a neutral party assists the parties in conflict with identifying mutually agreeable solutions or understandings.

Step 1. If no resolution to the grievance is reached informally, the employee who wishes to pursue a grievance shall present the grievance to the Department Director in writing. The grievance must be presented within seven (7) calendar days of the event or within seven (7) calendar days of learning of the event or condition. The grievance should contain the following: the decision, action, or policy the employee does not agree with, on what basis the action is wrong or unfair, and the proposed resolution the employee is seeking.

The Department Director shall submit a written response to the employee within seven (7) calendar days after receipt of the grievance. The Department Director should, and is encouraged to, consult with any employee of the Town in order to reach a correct, impartial, fair and equitable determination or decision concerning the grievance. Any employee consulted by the Department Director is required to cooperate to the fullest extent possible.

The response from the Department Director for each step in the formal grievance process shall be in writing and signed. In addition, the employee shall sign a copy to acknowledge receipt thereof. The responder at each step shall send copies of the grievance and response to the Human Resources Director.

In cases involving discrimination or harassment, which may involve the immediate supervisor or Department Director, the employee may file the grievance with the Human Resources Director directly.

Step 2. If the grievance is not resolved to the satisfaction of the employee by the Department Director, the employee may appeal, in writing, to the Human Resources Director within seven (7) calendar days after receipt of the response from Step 1. The grievance should state why the employee disagrees with the Department Director's decision in the Step 1 as well as offer a suggested resolution to the problem. The Human Resources Director shall respond to the appeal in writing, stating the determination of decision within seven (7) calendar days after receipt of the appeal.

Step 3. If the grievance is not resolved to the satisfaction of the employee at the end of Step 2, the employee may appeal, in writing, to the Town Manager within seven (7) calendar days after receipt of the response from Step 2. The grievance should state why the employee disagrees with the Human Resources Director's decision in Step 2 as well as offer a suggested resolution to the problem. The Town Manager shall respond to the appeal in writing, stating the determination of decision within ten (10) calendar days after receipt of the appeal. The Town Manager's decision shall be the final decision. The Town Manager will notify the Town Council of any impending legal action.

Filing a lawsuit or seeking any other administrative remedy against the Town while you have a grievance on the same issue will end your appeals under the Town's grievance procedure.

Department Directors. In the case of Department Directors or other employees where the Town Manager has been significantly involved in determining disciplinary action, including dismissal, the Town may wish to obtain a neutral outside party to act as a mediator to assist in resolving the conflict.

Section 5. Role of the Human Resources Director

Throughout the grievance procedure, the role of the Human Resources Director shall be as follows:

- 1) To advise parties (including employee, supervisors, and Town Manager) of their rights and responsibilities under this policy, including interpreting the grievance and other policies for consistency of application;
- 2) To be a clearinghouse for information and decisions in the matter including maintaining files of all grievance documents.
- 3) To give notices to parties concerning timetables of the process, etc;
- 4) To assist employees and supervisors in drafting statements; and

- 5) To facilitate the resolution of conflicts in the procedures or of the grievance at any step in the process; and
- 6) To help locate mediation or other resources as needed.

The Human Resources Director shall also determine whether or not additional time shall be allowed to either side in unusual circumstances if the parties cannot agree upon extensions when needed or indicated.

Section 6. Grievance Procedure for Discrimination

When an employee, former employee, or applicant, believes that any employment action discriminates illegally (i.e., is based on race, color, religion, sex, national origin, political affiliation, non-disqualifying disability, age marital status or veteran status) he or she has the right to appeal such action using the grievance procedure outlined in this Article (Section 4 above). While such persons are encouraged to use the grievance procedure, they shall also have the right to appeal directly to the Human Resources Director or Town Manager. An employee or applicant should appeal an alleged act of discrimination within thirty calendar days of the alleged discriminatory action, but may appeal for up to six months following the action. Nothing in this policy is intended to discourage or prevent an employee, former employee or applicant from filing a formal charge of discrimination or other illegal action with the appropriate state or federal agency having jurisdiction.

ARTICLE XI. RECORDS AND REPORTS

Section 1. Public Information

In compliance with GS 160A-168(b), the following information, with respect to each Town employee, is a matter of public record:

- 1) Name
- 2) Age
- 3) Date of original employment or appointment to the service
- 4) The terms of any contract by which the employee is employed whether written or oral, past and current, to the extent that the Town has the written contract or a record of the oral contract in its possession
- 5) Current position
- 6) Title
- 7) Current salary
- 8) Date and amount of each increase or decrease in salary with that municipality
- 9) Date and type of each promotion, demotion, transfer, suspension, separation, or other change in position classification with that municipality
- 10) Date and general description of the reasons for each promotion with that municipality
- 11) Date and type of each dismissal, suspension, or demotion for disciplinary reasons taken by the municipality. If the disciplinary action was a dismissal, a copy of the written notice of the final decision of the municipality setting forth the specific acts or omissions that are the basis of the dismissal
- 12) The office to which the employee is currently assigned

The term "salary" includes pay, benefits, incentives, bonuses, and deferred and all other forms of compensation paid by the Town.

Any person may have access to this information for the purpose of inspection, examination, and copying, during regular business hours, subject only to such rules and regulations for the safekeeping of public records as the Town may adopt.

Section 2. Access to Confidential Records

All information contained in a Town employee's personnel file, other than the information mentioned above, is confidential and shall be open to inspection only in the following instances:

- 1) The employee or his/her duly authorized agent may examine all portions of his/her personnel file except letters of reference solicited prior to employment, and information concerning a medical disability, mental or physical, that a prudent physician would not divulge to the patient.

- 2) A licensed physician designated in writing by the employee may examine the employee's medical record.
- 3) A Town employee having supervisory authority over the employee may examine all material in the employee's personnel file.
- 4) By order of a court of competent jurisdiction, any person may examine all material in the employee's personnel file.
- 5) An official of an agency of the State or Federal Government, or any political subdivision of the State, may inspect any portion of a personnel file when such inspection is deemed by the Town Manager to be necessary and essential to the pursuit of a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in a criminal prosecution of the employee, or for the purpose of assisting in an investigation of the employee's tax liability. However, the official having custody of the personnel records may release the name, address, and telephone number from a personnel file for the purpose of assisting in a criminal investigation.
- 6) An employee may sign a written release to be placed in his/her personnel file that permits the record custodian to provide, either in person, by telephone, or by mail, information specified in the release to prospective employers, educational institutions, or other persons specified in the release.
- 7) The Town Manager, with the concurrence of the Town Council, may inform any person of the employment, non-employment, promotion, demotion, suspension or other disciplinary action, reinstatement, transfer, or termination of a Town employee, and the reasons for that action. Before releasing that information, the Town Manager shall determine in writing that the release is essential to maintaining the level and quality of Town services. The written determination shall be retained in the Town Manager's office, is a record for public inspection, and shall become a part of the employee's personnel file.

Section 3. Personnel Actions

The Human Resources Director, with the approval of the Town Manager, will prescribe necessary forms and reports for all personnel actions and will retain records necessary for the proper administration of the personnel system. There shall be one set of official personnel files, centrally located as designated by the Town Manager. Any document not located there is not an official part of that employee's personnel record. These files shall contain documents such as employment applications and related materials, records of personnel actions, documentation of employee warnings, disciplinary actions, performance evaluations, retirement and insurance records, letters of recommendation, and other personnel-related documents.

Section 4. Records of Former Employees

The provisions for access to records apply to former employees as they apply to present employees.

Section 5. Remedies of Employees Objecting to Material in File

An employee who objects to material in his/her file may place a statement in the file relating to the material considered to be inaccurate or misleading. The employee may seek removal of such material in accordance with established grievance procedures.

Section 6. Penalties for Permitting Access to Confidential Records

Section 160A-168 of the General Statutes provides that any public official or employee who knowingly and willfully permits any person to have access to any confidential information contained in an employee personnel file, except as expressly authorized by the designated custodian, is guilty of a misdemeanor and upon conviction shall be fined in an amount consistent with the General Statutes.

Section 7. Examining and/or Copying Confidential Material without Authorization

Section 160A-168 of the General Statutes of North Carolina provides that any person, not specifically authorized to have access to a personnel file designated as confidential, who shall knowingly and willfully examine in its official filing place, remove or copy any portion of a confidential personnel file shall be guilty of a misdemeanor and upon conviction shall be fined consistent with the General Statutes.

Section 8. Destruction of Records Regulated

No public official may destroy, sell, loan, or otherwise dispose of any public record, except in accordance with GS 121-5, without the consent of the State Department of Cultural Resources. Whoever unlawfully removes a public record from the office where it is usually kept, or whoever, alters, defaces, mutilates or destroys it will be guilty of a misdemeanor and upon conviction will be fined in an amount provided in GS 132-3.

INTERLOCAL AGREEMENT FOR A GROUP SELF-INSURANCE POOL FOR BENEFIT RISK SHARING

This Interlocal Agreement for a Group Self-Insurance Pool for Benefit Risk Sharing (“Agreement”), made and entered into in duplicate originals this day of April 24, 2018 by and between all the parties who are now, or may hereafter become, members of the North Carolina Health Insurance Pool (hereinafter “Trust”):

WITNESSETH:

WHEREAS, certain municipalities and other units of local government of the State of North Carolina have agreed to pool the risks associated with the provision of benefits for their designated benefit plan participants (hereinafter “participants”) pursuant to, and to be governed by, the provisions of North Carolina General Statutes § 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A), § 153A-445, and § 58-23; and

WHEREAS, the members of the Trust have agreed upon designation of a Board of Trustees, in accordance with North Carolina General Statutes § 58-23-10 and pursuant to Article V of the Bylaws of the North Carolina Health Insurance Pool dated as of the date hereof (the “Bylaws”), to direct the affairs of the Trust; to adopt rules, regulations, and policies, and maintain Bylaws for implementing and administering the Trust; and to pass upon the admissibility of future members of the Trust; and

WHEREAS, by this Agreement the Trust will undertake to discharge, solely from the assets of this Trust, by payment, any claims for benefits covered by the Trust’s plan of insurance and benefits, which awards shall have been authorized by the rules of the Trust, and when claims are otherwise determined to be due as a result of a court judgment or settlement agreement; and

WHEREAS, the members of the Trust agree to pay premiums and/or contributions based upon appropriate classifications, rates, loss experience, and other criteria adopted by the Board of Trustees in accordance with the Bylaws, out of a portion of which the Trust will establish and maintain a fund for the payment of the claims of participants of members, and further, that the members covenant and agree there will be no disbursements out of this fund by way of dividends or distribution of accumulated reserves to the respective members, except at the discretion of the Board of Trustees or as otherwise expressly permitted by the Bylaws.

WHEREAS, the members of the Trust, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each member hereof to the other, the parties hereto agree as follows:

SECTION I. PURPOSE OF AGREEMENT; COMPOSITION OF BOARD OF TRUSTEES

The purpose of the Trust established by the signatories hereto is to allow members to jointly provide health benefits, including but not limited to life, medical, accident, and other related insurance benefits, for their participants and to provide for the risk sharing associated therewith. To this end, the Trust shall be governed by a Board of Trustees which shall be elected and act in accordance with Article V of the Bylaws.

SECTION II. TRUSTEES' POWERS, DUTIES, LIABILITY AND INDEMNITY

The Trustees shall have the following powers and duties, in addition to those set forth elsewhere in this Agreement and in the Bylaws:

1. To establish guidelines for membership in the Trust;
2. To establish the terms and conditions of coverage, including underwriting criteria and exclusions from coverage;
3. To ensure that all valid claims are promptly paid;
4. To take all necessary precautions to safeguard the assets of the pool;
5. Maintain minutes of its meeting and make those minutes available to the Commissioner;
6. To establish, operate, and enforce rules, regulations, policies, and bylaws as between the individual members of the Trust and the Trust;
7. To enter into agreements with such persons, firms, or corporations as it deems appropriate to adjust claims; promote membership in the Trust; provide actuarial and underwriting services; defend against claims and lawsuits; provide accounting services; effect stop-loss coverage in such aggregate and specific amounts as is deemed appropriate; invest the assets of the Trust; provide wellness services and other risk management services for the Trust and member units; maintain records and accounts; and provide any other service necessary or desirable for the sound operation of the Trust;
8. To lease or rent real and personal property it deems to be necessary;
9. To borrow or raise monies for the purpose of the Trust and in the ordinary course of operation of the Trust (or otherwise in accordance with North Carolina General Statutes § 58-23-10(b)) to the extent that the Trustees shall deem desirable upon such terms and conditions as the Trustees in their absolute discretion may deem desirable or proper, and for any sum so borrowed to issue their promissory note as Trustees and to secure the repayment thereof by pledging all or any part of the pool; and no person or entity lending money to the Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any such borrowing;
10. To rate individually any member unit with rates different from the group rates when the loss experience of the unit warrants such individual rating, in the discretion of the Trustees;
11. To take measures to maintain claim reserves equal to known incurred losses and loss adjustment expenses and to maintain an estimate of incurred but not reported losses; and
12. To take all necessary precautions to safeguard the assets of the Trust.

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. The members agree that the Trustees shall not be liable for any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor selected with ordinary care and reasonable diligence; nor for loss incurred through investment of Trust money or failure to invest. No Trustee shall be liable for any action

taken or omitted by any other Trustee. The Trustees shall not be required to give a bond or other security to guarantee the faithful performance of their duties hereunder.

The members of the Trust agree that, for the payment of any claim against the Trust or the performance of any obligation of the pool hereunder, resort shall be had solely to the assets of the Trust, and the Trustees shall not be liable therefor. Further, the Trust shall indemnify and hold harmless the Trustees against any and all claims, suits, actions, debts, damages, costs, charges, and expenses (including but not limited to court costs and attorneys' fees) and against all liability, losses, and damages of any nature whatever, that the Trustees shall or may at any time sustain, or be put to, by reason of the exercise of their power and in the performance of their duties hereunder, or by reason of any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor, or for loss incurred through investment of Trust money or failure to invest.

SECTION III. PAYMENT OF CLAIMS

The members of the Trust agree that, for the payment of any claim against the Trust or the performance of any obligation arising hereunder, resort shall be had solely to the assets of the Trust, and the Trustees shall not be liable therefor. Accordingly, lawful claims will be paid from the assets of the Trust pursuant to the types and levels of coverage established by the Board of Trustees. The Board of Trustees shall establish a schedule of types and monetary levels of coverages for which the Trust shall be responsible on behalf of its members, including provisions for levels of coverage for which the members shall be individually responsible. Such types and levels of coverage may vary according to population classifications of members, mutual agreement of the Trust and a member, or such other criteria as may be established by the Trustees. The types and level of coverage shall be shown on a plan of insurance and benefits provided to each member. The Trust shall pay all claims (less the applicable co-pays or co-insurance) for which each member incurs liability during each member's period of membership except where a member has individually retained the risk or where the risk is not covered, and except for amount of claims above the coverage provided by the Trust. The schedule so established may, from time to time, be amended by the Trustees (but not during any coverage period) to sustain the financial integrity of the Trust or to reflect the desires of the members as determined by the Trustees.

SECTION IV. MUTUAL COVENANT OF RISK SHARING

The members intend this Agreement as a mutual covenant of risk sharing and not as a partnership. No member by reason of being a member of the Trust and contributing to the pool shall be liable to the Trust, to any other member, or to any claimant, except for the payment of the premiums and/or contributions provided for in its application for membership and joinder in this Trust and for any necessary additional assessments levied by the Trustees to offset a claims fund deficiency.

SECTION V. ADMINISTRATOR

The Executive Committee of the North Carolina Health Insurance Pool shall oversee day-to-day management of the Trust and shall have the authority to contract with third parties for provision of services to carry out the functions of the Trust. The Executive Committee may establish offices where necessary within the State of North Carolina and employ staff to carry out the Trust's purpose. The Executive Committee or its delegate shall deposit to the account of the Trust at any financial institution or financial institutions designated by the Trustees all premiums and/or contributions as collected and such monies shall be disbursed and/or invested only as provided by the rules, regulations, policies, and bylaws of the Trust. The Executive Committee may enter into financial services agreements with financial institutions and issue checks in the name of the Trust.

SECTION VI. ADMISSION TO MEMBERSHIP; EXPULSION

All members of the Trust hereby agree that the Trustees may admit as members of this Trust only the units of local government set forth in North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The Board of Trustees or Executive Committee shall determine whether or not an applicant shall be admitted to membership, in accordance with Article V of the Bylaws. Except as otherwise provided in Section VII(g) of this Agreement and in accordance with Article XVII of the Bylaws, a member may be expelled by the Trustees from the Trust only with the concurrence of at least two-thirds (2/3) of the entire membership of the Board of Trustees.

SECTION VII. RULES, REGULATIONS, POLICIES, AND BYLAWS; MEMBERS' RESPONSIBILITIES

The rules, regulations, policies, and bylaws for the administering of the Trust and the admission and expulsion of members shall be promulgated by the Board of Trustees. In addition, each member of the Trust agrees as follows:

- a) To make prompt payment of all premiums and/or contributions as required by the Board of Trustees pursuant to this Agreement, the Bylaws and any rules or policies of the Board of Trustees adopted in accordance therewith;
- b) To (and they do hereby) appoint the Board of Trustees and the Executive Committee as its agent and attorney-in-fact, to act in its behalf and to execute all contracts, reports, waivers, agreements, stop-loss contracts, and service contracts; to make or arrange for payment of claims and all other things required or necessary, as covered by the terms of this Agreement and the rules, regulations, policies, and bylaws as now provided or as hereafter promulgated by the Trustees;
- c) To permit the Trust to defend in the name of and on the behalf of the members any suits or other proceedings which may at any time be instituted against them for which the Trust may be obligated to make payment. It is agreed that the Trust shall make all final decisions regarding the legal defense of claims, and shall have absolute and conclusive authority with regard to defense, settlement, and payment of claims. It is agreed that the independent settlement or payment of any claim by or on behalf of a member without approval of the Trust shall be grounds for expulsion of the member from the Trust;
- d) To cooperate in all respects with the Trust, the Board of Trustees, the Executive Committee, and any contractors of the Trust in carrying out the purposes of this Agreement;
- e) To pay any assessment duly levied by the Board of Trustees under the terms of this Agreement. If a member cancels or withdraws from the Trust, the member shall pay its pro rata share of any assessment relating to the member's period of enrollment;
- f) In the event of the payment of any loss by the Trust under this Agreement, the Trust shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for such loss, and in such event the member agrees to render all reasonable assistance to affect recovery;
- g) Risk sharing by the Trust under the terms of this Agreement shall begin upon payment of the premium and/or contributions by the member to the Trust. Risk sharing and insurance purchased from this Trust under the terms of this Agreement shall expire and be cancelled

automatically for nonpayment of premiums and/or contributions, and a member may be expelled from the Trust following the expiration of a fifteen (15) day cure period and written notice by the Board of Trustees, the Executive Committee, or their designee delivered to the member in accordance with Section XVI of this Agreement and Article XVII of the Bylaws specifying the date that cancellation shall be effective. In accordance with Article XIX of the Bylaws, no payment shall be required of the Trust as a result of any covered loss of a participant of the expelled member occurring after the date of expulsion; and

- h) In order that an adequate reserve may be maintained, the members further agree that the Board of Trustees shall have the right to assess the members pro-rata in such amounts as will be sufficient to maintain at all times a minimum reserve, equal to at least twice the monthly premium and/or contributions for the insurance and benefits provided by the plan. Should a member fail to pay any assessment as provided for in this Section within thirty (30) days of the assessment date, all interest and claim of such defaulting member in and to the Trust shall automatically cease.

SECTION VIII. ALLOCATION OF MONIES

The Board of Trustees is authorized to set aside from the contributions collected from members a reasonable sum for the operating and administrative expenses of the Trust. Monies in excess of those required to fulfill the purposes, costs, and other obligations of the Trust will be accumulated in the Trust or distributed to the members at the discretion of and in the manner provided by the Board of Trustees.

SECTION IX. FISCAL YEAR; CONTINUING CONTRACT; WITHDRAWAL OF MEMBERS SUBJECT TO PROVISION OF 90 DAYS' WRITTEN NOTICE

The Trust shall operate on a fiscal year from 12:01 a.m., July 1st to midnight on June 30 of the succeeding year (the "Trust Year"). Application for membership, when approved in writing by the Trustees or their designee, shall constitute a continuing contract for each succeeding Trust Year unless cancelled by the Board of Trustees, or unless the member shall have resigned or withdrawn from the Trust by having written notice delivered to the Executive Committee or its designee on or before March 31 (i.e., the written notice must be delivered to the Chair of the Trust in accordance with Article XVIII of the Bylaws, at least ninety (90) days prior to the last day, June 30, of the Trust Year).

SECTION X. MEMBERS BOUND BY AGREEMENT; TERMINATION PERMITTED ONLY AT END OF FISCAL YEAR; FINAL ACCOUNTING

Any member who formally applies for membership in this Trust and is accepted by the Board of Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof, and such application shall constitute a counterpart of this Agreement. Cancellation of the Agreement on the part of any member, or withdrawal from membership, shall be permitted only at the end of a fiscal or Trust Year except as specifically permitted by the Bylaws. A terminating member is entitled to a final accounting when all incurred claims are concluded, settled, or paid.

SECTION XI. EXTENT OF INSURANCE BENEFIT TO PARTICIPANTS

No participant of a member or any person claiming by or through or under such participant shall have any right, title, or interest in or to the Trust or any part thereof: provided, however, that any participant who shall be actually covered by the policies of insurance of any person claiming by or through such participant shall, subject to the terms and conditions of the plan of insurance and benefits under which the coverage is afforded, be entitled to the insurance benefits in the amount and to the extent provided.

SECTION XII. INTENTION OF INDEFINITE OPERATION; RESERVATION OF RIGHT TO TERMINATE TRUST; REVERSION OF MONIES OR OTHER ASSETS UPON TERMINATION

This Trust has been established with the bona fide intention that it shall be continued in operation indefinitely and that the premiums and/or contributions to the pool shall continue for an indefinite period. However, the Board of Trustees reserves the right at any time to terminate the Trust by a written instrument to that effect executed by the Board of Trustees. In the event of such termination, member premiums and/or contributions (other than duly authorized assessments) shall cease as of the date of termination and the assets then remaining in the pool shall continue to be used and applied, to the extent available, for the:

- a) payment of benefits to participants with respect to claims arising prior to such termination and administrative and other expenses and obligations arising prior to such termination; and
- b) payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the pool shall revert to the members of the Trust as of the date of termination pro-rata to the annual premiums and/or contributions of said members paid in the year of termination. Upon such termination, the Board of Trustees shall continue to serve for such period of time and to the extent necessary to effectuate termination of the Trust.

SECTION XIII. AMENDMENT OF AGREEMENT

This Agreement may be amended by the concurrence of at least two-thirds (2/3) of the entire membership of the Board of Trustees. Written notice of any amendment proposed for adoption by the Board of Trustees shall be delivered to each member in accordance with Section XVI of this Agreement not less than 30 days in advance. Written notice of amendments finally adopted by the Board of Trustees shall be delivered to each member in accordance with Section XVI of this Agreement not more than 30 days after adoption.

SECTION XIV. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for the convenience of reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XV. INTERPRETATION

This Agreement shall be governed and interpreted under the laws of the State of North Carolina. This Agreement is intended to serve as an interlocal agreement, for purposes of executing the undertaking described in the preceding sections and paragraphs, under North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The terms of this Agreement do not constitute a coverage document or form applicable to any specific claim. The liability of the Trust to the participants of any member is specifically limited to such obligations as are imposed by the plan of insurance and benefits as approved by the Trustees.

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining

portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

Failure of the Board of Trustees, the Executive Committee, or their designees to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such covenant or condition.

This Agreement together with the Bylaws (as the same may be amended from time to time) contains the entire agreement between the parties, whom shall not be bound by any verbal statement or agreement made heretofore.

SECTION XVI. MEMBER REPRESENTATIVES; NOTICES

There shall be a Member Representative for each member of the Trust who shall be the agent of the member for purposes of giving and receiving notices required or permitted pursuant to this Agreement. Each member shall designate a Member Representative and provide the member's postal mailing address and, if applicable, a facsimile number and electronic mail address to which the Executive Committee may provide notices hereunder. The Executive Committee shall provide forms, as needed, for use by the member in designating its Member Representative and providing its address information. Such information may be updated at any time there is a change in the information provided thereon. Until such time as different information is provided, the Member Representative shall be the member's chief administrative official as shown on the records of the Trust, and the member's postal mailing address, facsimile number and electronic mail address also shall be that as shown on the records of the Trust. For purposes of illustration and not limitation, a chief administrative official shall be considered to be a manager, administrator, clerk or executive director as may apply with respect to a particular member.

Any notices required or permitted by this Agreement shall be in writing and may be given: in person, by United States Postal Service, by facsimile, or by electronic mail. Notices shall be deemed delivered: (a) when received if delivered in person, (b) three business days after being deposited with the United States Postal Service, postage prepaid, properly addressed to the party to whom such notice is intended to be given at the address established under this Section, (c) on the date sent if given by facsimile, provided that an electronic confirmation of delivery has been received by the sender and that a copy of such notice was also sent on such date by mailing, or (d) on the date sent if given by electronic mail, provided a copy of such notice was also sent on such date by mailing and receipt of the electronic mail is acknowledged by the receiving party by return electronic mail. Notices provided to the Trust shall be delivered, addressed or directed as follows, or to such other address as designated by the Executive Committee in written notice to the member provided in accordance with this paragraph:

North Carolina Health Insurance Pool
Attention: Chair of Board of Trustees
C/o: Kelsey Mayo, Esq.
301 S. College Street, Suite 2900
Charlotte, NC 28202

EXECUTION

IN WITNESS WHEREOF, the municipal entities listed below, each having already authorized its membership in the Trust by an authority duly authorized in such municipality, acknowledge the creation of and their membership in the Trust and their acceptance of obligations hereunder, by the due execution hereof by its duly authorized official.

ALLEGHANY COUNTY

By: _____

Name: _____

Title: _____

BRUNSWICK COUNTY

By: _____

Name: _____

Title: _____

CATAWBA COUNTY

By: _____

Name: _____

Title: _____

HILLSBOROUGH, TOWN OF

By: _____

Name: _____

Title: _____

MORRISVILLE, TOWN OF

By: _____

Name: _____

Title: _____

ORANGE COUNTY

By: _____

Name: _____

Title: _____

WAKE FOREST, TOWN OF

By: _____

Name: _____

Title: _____

**NORTH CAROLINA HEALTH INSURANCE
JOINDER OF MEMBER**

IN WITNESS WHEREOF, the municipal entity listed below certifies that its membership in the Trust has been approved by an authority duly authorized in such municipality, acknowledges its membership in the Trust, and accepts all obligations of a member hereunder, by the due execution hereof by its duly authorized official.

(NAME OF PARTICIPATING ENTITY)

BY: _____

Name: _____

Title: _____

Date: _____, 2022

ACCEPTED BY:

North Carolina Health Insurance Pool

BY: _____

Name: _____

Title: _____

(Executive Committee Member)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**") is entered into on April 7, 2022 (the "**Effective Date**"), by and between the Town of Holly Springs on behalf of the Group Health and Welfare Plans of the Town of Holly Springs ("**Covered Entity**") and Gallagher Benefit Services, Inc. ("**Business Associate**").

RECITALS:

WHEREAS, Covered Entity and Business Associate mutually desire to outline their individual responsibilities with respect to the use and/or disclosure of Protected Health Information ("**PHI**") as mandated by the Privacy Rule promulgated under the Administrative Simplifications subtitle of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") including all pertinent regulations issued by the U.S. Department of Health and Human Services as outlined in 45 C.F.R. Parts 160, 162 and 164 ("**HIPAA Privacy Rules and/or Security Standards**"); and

WHEREAS, Covered Entity and Business Associate understand and agree that the HIPAA Privacy Rules and Security Standards requires the Covered Entity and Business Associate enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of PHI and ePHI.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:

(a) "**Breach**" shall have the same meaning as the term "Breach" in 45 C.F.R. §164.402.

(b) "**Electronic Protected Health Information**" or "**ePHI**" shall mean Protected Health Information transmitted by electronic media or maintained in electronic media.

(c) "**Individual**" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

(d) "**Privacy Rule**" shall mean the Standards for Privacy of Individual Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and E.

(e) "**Protected Health Information**" or "**PHI**" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) **"Required by Law"** shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(g) **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(h) **"Security Incident"** shall mean any attempted or successful unauthorized access, use, disclosure, modification or destruction of information or systems operations in an electronic information system.

(i) **"Security Rule"** shall mean the Standards for Security of PHI, including ePHI, as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and C.

(j) **"Unsecured Protected Health Information"** shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary.

Terms used but not defined in this Agreement shall have the same meaning as those terms in the HIPAA regulations.

2. Obligations and Activities of Business Associate Regarding PHI.

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(c) Business Associate agrees to ensure that any agents, including sub-contractors (excluding entities that are merely conduits), to whom it provides PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

(d) Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner designated by Covered Entity, to PHI in a Designated Record Set that is not also in Covered Entity's possession, to Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.524.

(e) Business Associate agrees to make any amendment to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 in a reasonable time and manner designated by Covered Entity.

(f) Business Associate agrees to make internal practices books and records relating to the use and disclosure of PHI available to the Secretary, in a reasonable time and manner as designated by the Covered Entity or Secretary, for purposes of the

Secretary determining Covered Entity's compliance with the Privacy Rule. Business Associate shall immediately notify Covered Entity upon receipt or notice of any request by the Secretary to conduct an investigation with respect to PHI received from the Covered Entity.

(g) Business Associate agrees to document any disclosures of PHI that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(h) Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with paragraph (g) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(i) Business Associate agrees to use or disclose PHI pursuant to the request of Covered Entity; provided, however, that Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

3. Permitted Uses and Disclosures of PHI by Business Associate.

(a) Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

(c) Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if:

(i) such disclosure is Required by Law, or

(ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

(d) Business Associate shall limit the PHI to the extent practicable, to the limited data set or if needed by the Business Associate, to the minimum necessary to

accomplish the intended purpose of such use, disclosure or request subject to exceptions set forth in the Privacy Rule.

(e) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

4. Obligations of Covered Entity Regarding PHI.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, if such restrictions affect Business Associate's permitted or required uses and disclosures.

(d) Covered Entity shall require all of its employees, agents and representatives to be appropriately informed of its legal obligations pursuant to this Agreement and the Privacy Rule and Security Standards required by HIPAA and will reasonably cooperate with Business Associate in the performance of the mutual obligations under this Agreement.

5. Security of Protected Health Information.

(a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of all PHI, either electronic or otherwise, on behalf of Covered Entity complies with the applicable administrative, physical, and technical safeguards required protecting the confidentiality, availability and integrity of PHI as required by the HIPAA Privacy Rules and Security Standards.

(b) Business Associate agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality, availability and integrity of PHI as required by HIPAA Privacy Rules and Security Standards.

(c) Business Associate agrees to report to Covered Entity any Security Incident (as defined 45 C.F.R. Part 164.304) of which it becomes aware. Business Associate agrees to report the Security Incident to the Covered Entity as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.

(d) Business Associate agrees to establish procedures to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

(e) Business Associate agrees to immediately notify Covered Entity upon discovery of any Breach of Unsecured Protected Health Information (as defined in 45 C.F.R. §§ 164.402 and 164.410) and provide to Covered Entity, to the extent available to Business Associate, all information required to permit Covered Entity to comply with the requirements of 45 C.F.R. Part 164 Subpart D.

(f) Covered Entity agrees and understands that the Covered Entity is independently responsible for the security of all PHI in its possession (electronic or otherwise), including all PHI that it receives from outside sources including the Business Associate.

6. Term and Termination.

(a) **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until the Business Associate relationship with the Covered Entity is terminated and all PHI is returned, destroyed or is otherwise protected as set forth in Section 6(d).

(b) **Termination for Cause by Covered Entity.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within 30 days from the date that Covered Entity provides notice of such breach to Business Associate, Covered Entity shall have the right to immediately terminate this Agreement and the underlying services agreement between Covered Entity and Business Associate.

(c) **Termination by Business Associate.** This Agreement may be terminated by Business Associate upon 30 days prior written notice to Covered Entity in the event that Business Associate, acting in good faith, believes that the requirements of any law, legislation, consent decree, judicial action, governmental regulation or agency opinion, enacted, issued, or otherwise effective after the date of this Agreement and applicable to PHI or to this Agreement, cannot be met by Business Associate in a commercially reasonable manner and without significant additional expense.

(d) **Effect of Termination.** Upon termination of this Agreement for any reason, at the request of Covered Entity, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain any copies of the PHI unless return or destruction is deemed infeasible. If the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the

return or destruction infeasible, for so long as Business Associate maintains such PHI. For purposes of illustration only and not to limit the set of circumstances that could potentially make return or destruction infeasible, it would be infeasible for Business Associate to return or destroy certain PHI that is part of work product that must be retained for document retention/archival purposes, as well as PHI that is stored as a result of backup e-mail systems that store e-mails for emergency backup purposes.

7. Amendment.

The parties may agree to amend this Agreement from time to time in any other respect that they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

8. Indemnification.

Business Associate shall indemnify and hold harmless Covered Entity from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or that may be imposed upon, incurred by, or brought against Covered Entity to the extent directly resulting from a breach of this Agreement or any violation of the Privacy Rule or other applicable HIPAA regulations by Business Associate. The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

Covered Entity shall indemnify and hold harmless Business Associate from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or are imposed upon, incurred by, or brought against Business Associate to the extent directly resulting from a breach of this Agreement or any violation of the Privacy Rule or other applicable HIPAA regulations by Covered Entity. The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

9. Severability.

The parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement is to any extent declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, the Covered Entity and the Business Associate agree that the court making such determination will have the power to modify such provision, and such modified provision will then be enforceable to the fullest extent permitted by law.

10. Notices.

All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and will be either (i) delivered by hand, (ii) made facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered mail or certified mail, return receipt requested, postage prepaid.

If to the Covered Entity:

Town of Holly Springs
Attn: Randy Harrington
128 S Main Street
Holly Springs, NC 27540

If to the Business Associate:

Gallagher Benefit Services, Inc.
Attn: Wes Grigston
4250 Congress St, Suite 200
Charlotte, NC 28209

11. Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the referenced section or its successor, and for which compliance is required.

12. Headings and Captions.

The headings and captions of the various subdivisions of the Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

13. Entire Agreement.

This Agreement sets forth the entire understanding of the parties with respect to the subject matter set forth herein and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof.

14. Binding Effect.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of both Parties and their respective successors and assigns.

15. No Waiver of Rights, Powers and Remedies.

No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

16. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

17. Interpretation.

It is the Parties' intent to comply strictly with all applicable laws, including without limitation, HIPAA, state statutes, or regulations (collectively, the "Regulatory Laws"), in connection with this Agreement. In the event there shall be a change in the Regulatory Laws, or in the reasoned interpretation of any of the Regulatory Laws or the adoption of new federal or state legislation, any of which are reasonably likely to materially and adversely affect the manner in which either Party may perform or be compensated under this Agreement or which shall make this Agreement unlawful, the Parties shall immediately enter into good faith negotiations regarding a new arrangement or basis for compensation pursuant to this Agreement that complies with the law, regulation or policy and that approximates as closely as possible the economic position of the Parties prior to the change. In addition, the Parties hereto have negotiated and prepared the terms of this Agreement in good faith with the intent that each and every one of the terms, covenants and conditions herein be binding upon and inure to the benefit of the respective Parties. To the extent this Agreement is in violation of applicable law, then the Parties agree to negotiate in good faith to amend this Agreement, to the extent possible consistent with its purposes, to conform to law.

IN WITNESS WHEREOF, the parties have executed this Business Associate Agreement as of the Effective Date.

BUSINESS ASSOCIATE:

GALLAGHER BENEFIT SERVICES, INC.

By: _____

Name: Wes Grigston

Title: Area Vice President

COVERED ENTITY:

By: _____

Name: Randy Harrington

Title: Town Manager

Changes in the Personnel Policy – 7/1/22

- Merit Principle – Article I, Section 3
Updated to comply with EEOC
- Definitions – Article III, Section 1
Updated definition of the new salary plan
- Transition to a New Salary Plan – Article III, Section 9
Added “or higher” for employee salaries being raised in a new pay plan
- Equal Employment Opportunity Statement – Article IV, Section 1
Minor Wording changes
- Workplace Harassment Prohibited – Article V, Section 6
Updated to comply with EEOC
- Retiree Health Insurance – Article VI, Section 7
Retiree health insurance will not be provided for new employees hired on or after July 1, 2022.
- Tuition Reimbursement – Article VI, Section 12
Increase amount of annual reimbursement to \$1,500/\$6,000 total maximum allowed
- Throughout policy
“Department Head” changed to “Department Director”