



Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of June 21, 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. Recognition of Irena Krstanovic as 2022 NC Economic Developer of the Year
6. Proclamation of July as Park and Recreation Month

REQUESTS AND COMMUNICATIONS

7. Unified Development Ordinance Amendments Update

CONSENT AGENDA

8. Approve the minutes of the May 24, 2022 workshop meeting and the June 7, 2022 business meeting.
9. End of Fiscal Year 2021-22 Budget Amendment
10. Flood Damage Prevention Ordinance
11. Resolution authorizing Wake County Tax Administrator to Levy and Collect Property Taxes for FY 2022-2023 for the Town of Holly Springs
12. Operations Campus Design Services Contract & Reimbursement Resolution for Funding
13. Friendship Utilities - Procurement of Construction Materials
14. NC Biotechnology Center Partnership Development Grant - FUJIFILM Diosynth Biotechnologies

PUBLIC HEARINGS

15. Voluntary Annexation A22-03, Utleigh Creek Substation - Legislative Public Hearing

NEW BUSINESS

16. Downtown Village District Area Plan Consultant Selection

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: Recognition of Irena Krstanovic as 2022 NC Economic Developer of the Year

Strategic Priority Area: Organizational Excellence

Economic Prosperity & Diversity

Staff Resource: Randy Harrington, Town Manager

Action(s):

No action required

Explanation:

- On June 15, 2022, Irena Krstanovic, Director of Economic Development, was named N.C. Economic Developer of the Year by the N.C. Economic Developers Association at their annual conference.
- The prestigious honor was awarded in recognition of her contributions to economic development in the state.
- Under Irena's leadership Holly Springs has experienced unparalleled success in the recruitment of major companies as Holly Springs continues building a national reputation as a hub for biotechnology and life sciences.

Background:

- Irena works closely with industry partners such as Wake County Economic Development, NC Commerce, the Economic Development Partnership of NC, public utility companies, and site selection groups.
- Recent successes include
 - FUJIFILM Diosynth Biotechnologies
 - Amgen
 - Seqirus expansion
 - The Yield and Yield 2.0 (Crescent Communities)
 - Small business development

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Recognitions

Title: Proclamation of July as Park and Recreation Month

Strategic Priority Area: Engaged, Healthy, & Active Community

Staff Resource: LeeAnn Plumer, Parks & Recreation

Action(s):

Proclaim July as Park and Recreation Month in Holly Springs

Explanation:

- Parks and recreation programs and services are an integral part of our lives in Holly Springs, recognized by Town Council and designated as one of the strategic initiatives to be an Engaged, Healthy and Active Community.
- The National Recreation and Park Association (NRPA) theme for 2022 is We Rise Up for Parks and Recreation and all the professionals who build strong, vibrant and resilient communities through the power of parks and recreation. Individuals and families can participate in drop-in play at the numerous tennis and pickleball courts, park playgrounds, take on a round of disc golf or explore natural areas at Bass Lake or on the 12 miles of paved greenways throughout town and participate in the many events and programs offered.
- This July, the NRPA is bringing attention to how important it is to rise up and support our field, because every day, park and recreation professionals rise up for their communities in service of equity, climate-readiness, and overall health and well-being.
- Holly Springs will be celebrating July as Parks and Recreation Month in a variety of ways, including free events like Summer at the Springs on July 1 and our annual Independence Day festivities on July 5.

Background:

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

Funding Source(s):

N/A

Attachment(s):

1. P&R Month Proclamation 2022

Town of Holly Springs



A Proclamation By The Mayor of

July as Park and Recreation Month

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

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

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

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

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

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

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

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

NOW THEREFORE, I, Sean Mayefskie, Mayor of Holly Springs, North Carolina do hereby proclaim July

Park and Recreation Month

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

Proclaimed this, the 21st 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 21st day of June, 2022.

Sean Mayefskie, Mayor



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Requests & Communications

Title: Unified Development Ordinance Amendments Update

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Sean Ryan, Development Services, Chris Hills, Development Services, Elizabeth Goodson, Development Services

Action(s):

Staff will provide an overview of the UDO Amendments being prepared for Town Council consideration.

Explanation:

- When a new Unified Development Ordinance (UDO) is adopted, it is customary for municipal staff to identify areas of the document that can be improved or clarified as applied to development reviews.
- The Development Services Team has cataloged the changes that are necessary to ensure that the UDO is a user-friendly document and that the spirit and intent of all ordinance requirements can be applied correctly.
- This discussion is not a public hearing and does not require official action; instead, it is meant to inform and seek feedback from the Mayor and Town Council on the proposed changes. It is anticipated that the formal public hearing will occur in July or August.

Background:

- The Town Council adopted the Updated UDO in November of 2021 and it became effective on March 1 of this year.
- Amendment #1 of the UDO occurred in March 2022, unmerging the Planning Board and Board of Adjustment.
- While most of the proposed text amendments are technical in nature, there are several minor modifications being proposed that will be discussed, as well as larger changes to the development notification and decision-making sections in Chapter 11 of the UDO.
- This discussion will ensure that staff is aligned with Town Council interests with the proposed changes before any formal amendments are presented at a public hearing.
- There are 108 total text changes that will be proposed through this text amendment, with the overwhelming majority of those being minor technical edits.
- The Development Services presentation will focus on larger scale changes, including: public hearing notification requirements, neighborhood meeting standards, open space/landscaping updates, accessory structure standards, manufactured home standards, clarifying religious/assembly uses, permissible zoning districts for tobacco stores, parking location updates, apartment dwelling standards, and building height in the

suburban residential district.

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Consent Agenda

Title: Approve the minutes of the May 24, 2022 workshop meeting and the June 7, 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 24, 2022 and the business meeting held June 7, 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. 5.24.22 budget workshop minutes-Draft
2. 6.7.22 minutes-Draft



MINUTES

The Holly Springs Town Council held a budget workshop meeting on Tuesday, May 24, 2022 at the Law Enforcement Center and via livestream. Mayor Mayefskie presided, calling the meeting to order at 6:00 p.m. A quorum was established as the Mayor and four Council members were present as the meeting opened.

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

Council Members present via electronic means: Shaun McGrath.

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

Mayor Mayefskie said the intent of tonight's meeting was to review the recommended budget, give feedback and get answers to questions.

1. Overview: Randy Harrington, Town Manager, gave an overview of the meeting agenda. He said that he made his presentation on the budget to the Council two weeks ago, last week was the public hearing, and now it was time for them to make sure that the budget meets their expectations and advances their priorities. He said that first he would offer some additional budget highlights.

2. Additional Budget Highlights:

Use of General Fund Fund Balance Policy Recommendation Mr. Harrington said that current fiscal policy is that available fund balances at the close of each fiscal year should be targeted in the range of 20-25% of General Fund expenditures with a minimum of 20%. Reserves beyond 20% of the Total Annual Operating Budget of the Town may be used for one-time use. He said that the proposed change would be to allocate General Fund fund balance above 30% to the General Fund Pay-As-You-Go (PAYGO) for the purpose of one-time capital uses in accordance with the Fiscal Policy.

Benefit Changes Mr. Harrington said that there will be two benefit changes in this budget. First, the Town is now offering full-time employees a new lower-cost option to increase affordability for families. He said that the other change involves post-employment benefits for new employees. Those employees starting after July 1, 2022 will no longer be eligible for health insurance coverage after retirement with 20+ years of Town service. This change does not apply to current town employees.

Cemetery Fee Recommendation Mr. Harrington said that the cost of a cemetery plot is recommended to increase by \$175 per plot as a pass-through fee increase to match the proposed agreement with Wake Memorial.

Organizational Structure Changes Mr. Harrington said that the proposed organizational structure changes would create new functional areas within Administration: the Office of Customer Care; Budget, Innovation, and Strategy Office; and Risk Management. He said the Parks & Recreation management structure would be updated to increase the focus on Council's strategic plan by reclassifying the Hunt Center Manager to a second Parks and Recreation Assistant Director over "Events and Programs." The existing Assistant Director's duties will be over "Facilities & Operations."

\$2.5 M State Grant from FY21-22 Legislative Session Mr. Harrington said that in the State's Appropriations Act of 2021, the Town was awarded \$2.5 million State Capital and Infrastructure Fund (SCIF) Grant, which can only be applied to a municipally owned infrastructure project. The intention of the grant was to fund two additional bridge lanes on an NCDOT bridge on Old Holly Springs Apex Road. Due to the "municipal ownership" requirement, an alternative approach to fund the bridge has been developed. Mr. Harrington recommended applying the \$2.5 million SCIF grant toward the construction of Fire Station 3, and re-purposing \$2.5 million of the planned future Limited Obligation Bond debt for transfer to NCDOT for the additional two lanes on the Old Holly Springs Apex Road bridge (to provide a 4-lane bridge).

Mr. Harrington reminded the audience that any Council additions, deletions, or amendments to the recommended budget would require support from at least three Council members. Additionally, state law requires a balanced budget, so any budget additions require an offsetting expenditure reduction or identification of new funding. Next steps are the budget being brought to the June 7th meeting for adoption.

3. Mayor & Council Discussion on the Recommended FY 2022-23 Budget

Mayor Mayefskie thanked staff for the time and effort involved in putting the budget together and opened the discussion.

Council member McGrath asked how much the Town is currently paying out for retiree health care benefits. Mr. Harrington said that the Town is a relatively young organization in terms of retirees. But the future liability is there. Antwan Morrison, Finance Director, said that he thinks it was around \$100,000 last year. At the end of the year there was a \$5.2 million outstanding liability in OPEB, but we have a trust with \$600,000 - \$700,000 in that trust to offset some of that liability.

Council member McGrath asked what the top items that were not funded in this budget were. Having a list at the ready would be good in case more funding was found later. Mr. Harrington said he has nine items that, if we had more revenue, would be recommended: an additional \$10 million for putting the fleet garage in Phase 1 of the Operations Campus; vehicle replacements; fleet maintenance overall, especially preventive maintenance; economic development – we could consider a third position to expand our reach, especially to small businesses; add a police investigator; buildings inspections positions; license plate reader program is currently funded at half strength and could be expanded; swift water rescue

capabilities in the fire department; and Cass Holt Park design which is partially funded, but not fully.

Council member Forrest asked what it would take to completely fund the license plate readers. Chief Liquorie said it is somewhat of a floating number. We recommended getting a pilot program started. We need to learn what it will cost and where it is most needed and we can build the program going forward. Council member Forrest asked if there was a way on the swift water rescue to start training personnel without the equipment. Mr. Harrington said we do have some, but this would be to take it to the next level. Chief Smith said training is through the state so we can get that now, but we were looking to add infrastructure. Mr. Harrington said the delta is about \$22,500 between what we have now and full implementation. Council member Forrest asked if there was room in the budget to add it. Mr. Harrington said there is one item that was under budgeted, but from our perspective, we felt comfortable where we are as a starting place. Council member Forrest asked about how to find the HS11 public access channel, and who broadcasts it. Cassie Hack, Director of Communications and Marketing said we don't use it much anymore. It is not a cost, but we get some revenue from it. Council member Forrest asked about "water purchase for growth" under Utility Fund. Mr. Harrington said that was the purchase line for getting water from Harnett County. That reflects anticipated population growth and industrial growth.

MPT Berry asked clarification questions about the fund balance transfer. Mr. Morrison said that the fund balance above 30% after the audit for one fiscal year would be put into an account where it can be spent in a future fiscal year. He used the example of the funds dedicated for the Holly Springs Road widening, which aren't being spent right now, but put aside into an account where they can be spent.

MPT Berry said that one of the largest expense increases is into salaries and positions. He isn't sure that it has been explained what the service value is to residents of this increase. Council is behind this, but they will have to defend it and he would like talking points on what the tax payers can expect to get for this investment. Mr. Harrington said that was a valid question and he would be happy to help them address it. Every service we provide to residents requires people. Holly Springs isn't to the point some other places are, where they can't meet service demands because they don't have enough police officers, for example. But once you get to that point it takes a long time to recover and to change your reputation in the market place. We don't want to get there.

Council member Bennet said that there were so many positions requested that were not funded in this budget. She asked if the Town was already at the point in the market where we aren't able to recruit. She specifically asked about positions in Public Works. Mr. Harrington said that of all our departments Public Works faces the biggest challenges in recruitment and retention. There are currently 7 open positions. This is one of the areas we have had the most discussion about. They are front line, seeing the public every day. Council member Bennett said she agrees that we should invest in our staff, she was just surprised that we aren't expanding the number of positions. Mr. Harrington said that in this first phase, Paige Scott, Director of Public Works, has been focused on getting her leadership team in a good spot. We need to get to a place where our current positions are filled, but he anticipates recommending some new positions in the future. It will be a multi-year process.

Mayor Mayefskie said that he got a request from the Triangle Community Coalition and the Homebuilders Association regarding the system development fees. The question came up about grandfathering in those who have come to the point of construction drawings or plot plans. He wants to know what the breaking point is for anything like that, and what number of units would trigger this. Scott Chase, Assistant Town Manager, said the estimated the cut line for lots that are ready to be built on and platted would be about 600 homes. Chris Hills, Director of Development Services said that those at Construction Drawing review is about 1200 with another 1000 or so in the preliminary phases. Charging different rates for different projects could cause some accounting problems. Perhaps a phased approach could be a better practice, so that we are not giving disparate treatment to different projects. Council member Wolff said if 600 homes were grandfathered in it's over \$2 million in lost revenue. Mr. Harrington said that, if you leverage that for debt, it would be \$29 million worth of infrastructure. Council member Wolff said he also had long conversations with builders' groups. He asked what the benefit to residents would be for grandfathering. And he didn't get a good answer. They said the result of this would be a one to one increase on home prices. It therefore does not impact residents, it affects new home buyers. He sees a benefit to builders but not to residents. Mayor Mayefskie asked, on the 600 homes, is there any breakdown on the size of the builders? Maybe there aren't any custom builders in that group, but those were the builders he was concerned about. Mr. Chase said there are looking at fewer than ten builders. Council member Wolff asked if it was legal to base fees on the size of the builder. Mr. Hills said you could not base the fee on the size of the builder. You could look at the timing of a plat or something of that nature. But if there is an opportunity to evaluate this, the most reasonable way to do it would be a phased increase to the SDF. Different rates for different builders could cause accounting errors. Mayor Mayefskie asked, from a management perspective, how difficult is it to manage that phased increase. Mr. Chase said it would have an administrative effect, and staff time, to flag any projects that would be grandfathered in. Council member Forrest asked when the Town lays out the fee structure for a developer. Mr. Hills said we begin early in the process. It is usually one of the first questions they ask. It is industry standard that certain fees are due at certain processes, and that the fee assessed is that which is in the fee schedule at the time it is scheduled to be paid. We share with builders when a fee change is coming up, and they can pay them before the fee goes up.

Council member McGrath asked how prevalent is this kind of practice, increasing SDF across other municipalities, and if this is something people should expect in a rapidly growing community. Mr. Harrington said he is aware of other jurisdictions near us who are also going through the process to update their SDF and asked Kendra Parrish, Executive Director of Utilities and Infrastructure to comment. Ms. Parrish said she doesn't know which ones are raising their fee, because they are still working on their studies. But General Statutes require municipalities to revisit these fees every 5 years, and rapidly-growing communities need to do it more often. Mr. Harrington said that Fuquay-Varina is going through this now. Each water system is different, so there is no apples to apples comparison, but they have similar challenges to Holly Springs.

MPT Berry said he was not in favor of grandfathering. If we leave the fee as is our ratepayers are subsidizing development at a rate of 44%. This new fee cuts it in half and people will only subsidize it by 21%. This could be argued as being too high. He has no problem raising the fee. He said the Home Builders Association did not reach out to him directly, but the question he would have raised is when the fee went down, no one reached out. Now that we're

going up, there are certain members who aren't happy, but our rate payers will be happy that we are cutting the subsidy. In a growing community we have to be prepared to balance our fee structure. When HB 436 was introduced in 2014, no one knew how to do this, and we probably set the fees too low. Now we're playing catch up. Council member Forrest asked when the next study would take place. Ms. Parrish said that as fast as we are growing, three years out is the recommended time frame. If we continue to see costs going up, we may need to revisit it a little sooner. Council member Forrest asked if this would be a good discussion topic for next years' retreat. MPT Berry said the report we had from last year allows us to raise the fee to \$20,000, so we don't need a new report to do that. We aren't raising the fee nearly as high as we could. Mr. Harrington said there might be two considerations. If inflation continues at its current pace, that will throw a wrinkle in our plans. The other is, once we get further along in our new water acquisition, that might influence the level of need and risk to the current funded plan. Staff will keep an eye on it and share with Council if there is perceived risk and need to revisit.

Council member McGrath said he agrees that these numbers aren't getting better and our taxpayers are continuing to subsidize development. There was discussion about whether, if the fee were to be raised, if there would need to be another 45-day comment period. John Schifano, Town Attorney, said you don't have to republish the report. If you change a fee as part of the annual budget there is no special notice required. If you change a fee outside of the budget process you need a 30-day notice.

Council member Wolff said we are going to talk about storm water fee again at the next retreat, because we wanted to make increase it gradually. So he doesn't think this needs to be revisited unless it is part of a gradual increase. Mr. Harrington said that at the June workshop we are scheduled to have the financial advisor come and talk about the utility fund and the debt side of that. That will give you a sense of how much debt capacity we currently have and how much new revenue enhancements we would need to fund the infrastructure investments that we have. That might give you more context.

Council member Forrest said the Town spent money on the affordable housing study and it should be finishing up in mid-fall. Council member Wolff and I have been attending the meetings. When the study comes back, there's no implementation in place among town staff. He suggested that we need a full-time staff member. Not by July 1st, but an employee in the fourth quarter could help. If we do not dedicate a staff person to this by 3rd or 4th quarter, we are going to continue to be behind. His recommendation to Council would be to add a staff position to start a Community Development Office or some other title, to implement the housing study plan. If that could be squeezed into the budget we could start working on it. There was discussion about what that person would do and whether it makes sense to hire someone before deciding what actions the Town wants to take. Council member Bennett expressed concern about hiring someone for an undefined position when there are other positions that we haven't funded. Consensus was not to add this to the budget, to discuss the report at the 2023 retreat, and then decide how to proceed.

Council member Bennett asked for clarification on the use of the state grant, and when the bridge would be constructed. Ms. Parrish said the bridge construction is forecast for 2024 according to the latest schedule from NCDOT.

Council member Forrest asked if it was worthwhile to have a discussion about a Parks & Rec bond in the fall. Council member Wolff asked what that time line looks like and when does

Council need to have that discussion. Mr. Harrington said that in anticipation of this, he prepared a recommended timeline: in May or June Council would provide policy direction, vote on funding and timeline for the Cass Holt Park; in 2022-23 initiate design for the Cass Holt Road Park, a 15-18-month process; in November of 2023 hold a bond referendum; and in 2024-25 funding sources included in the budget, bond issuance, and construction. This lines up with what our financial advisor was talking about, that this 2025 period lines up to give the lowest impact on the property tax rate. Council member Forrest said his concern is that costs are not going to go down and the costs could be significantly more if we wait. The top priorities in the community survey are parks and greenways. He is proud that we aren't raising tax rates, when those around us are. But he is not sure we can afford to wait on this. He thinks it might be worthwhile to push for a shorter time frame.

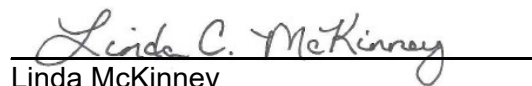
Council member Wolff said he is not sure enough information can be offered in a shorter time frame to inform residents. John Schifano, Town Attorney said we would have to prepare a resolution for the June 7th meeting in order to get a referendum on the ballot. The first half of June is the deadline to get it to the Board of Elections. It is pushing it. And, without a design, it is difficult to get people to vote for a bond.

Mayor Mayefskie asked if we should start the process at the June workshop. There was discussion about how specific bonds need to be to particular projects and how much time is needed to communication with the public, and line up partners to advocate for the bond. There was discussion about the required process and the higher tax rate increase that would be required if this was moved up, before older debt has rolled off.

Mayor Mayefskie asked for a bullet point list at the June workshop to discuss. Council member McGrath said we all know that home sales prices have gone up, and with '24-'25 being a revaluation year, that is going to go up. Council member Bennet asked for can we get an idea of what a bond would look like if we just do Cass Holt park, and if we do a larger P & R bond - a range of options. Mr. Harrington said that would work well for June because our financial advisor will be here and could give an update on the general fund debt affordability as well as the utility fund. He then said that he was mistaken, the financial advisor is coming in July, not June. Consensus was that there was nothing to be gained by pushing the bond process up.

4. Adjournment: There being no further business for the evening, Motion to adjourn was made by MPT Berry second by Council member Forrest and passed with a unanimous vote. The May 24, 2022 meeting of the Holly Springs Town Council was adjourned at 7:42 pm.

Respectfully Submitted on Tuesday, June 21, 2022.


Linda McKinney
Town Clerk



MINUTES

The Holly Springs Town Council met in regular session on Tuesday, June 7, 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, and Timothy Forrest.

Council Members Present by Electronic Means: Council members Shaun McGrath and Kristi Bennett.

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*; Chris Hills, *Director, Development Services*; Bronwyn Redus, *Development Services*; Rachel Jones, *Development Services*; Kendra Parrish, *Director, Utilities and Infrastructure*; Irena Krstanovic, *Director, Economic Development*; Corey Petersohn, *Administration*; Cassie Hack, *Director, Communications*; Paige Scott, *Director, Public Works*; Seann Byrd, *Utilities and Infrastructure*; LeRoy Smith, *Fire Chief*; Paul Liquorie, *Police Chief*; Kathy White, *Deputy Clerk*.

2. and 3. The Pledge of Allegiance was recited followed by a moment of silence.

4. Agenda Adjustment: The June 7, 2022 meeting agenda was adopted with changes, if any, as listed: remove item 8 from Consent to be considered after the budget adoption.

Motion: Berry

Second: Wolff

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.

Prior to asking for a summary of written comments, Mayor Mayefskie informed the audience that the time limit for the public comment period was 15 minutes, which at three minutes per speaker would be 5 speakers. He said he would extend that to 21 minutes or seven speakers, called in the order in which they signed up.

The following written comments were received: 18 in favor of passing a non-discrimination ordinance and issuing a Pride Month Proclamation; 3 directed to Councilmember Bennett; 3 opposed to a non-discrimination ordinance; 1 wanting Council to focus on infrastructure; and 1 opposed to raising garbage and recycling fees.

The following comments were received in person:

Carrie Randa said she was sad that Holly Springs will not issue a Pride Proclamation or sign on to the Wake County non-discrimination ordinance. She said this makes her conclude that Holly Springs leadership does not feel these residents are worth the same protection as everyone else.

She said acceptance and tolerance begin with the community and especially our elected leaders, who set the tone. She gave suicide statistics for LGBTQ+ youth, and said that youth with support from families, schools, and communities have lower suicide rates. This, she said, is why a proclamation and a non-discrimination ordinance are important.

Zara Collier said she was the Gay Straight Alliance (GSA) president. She agreed with Ms. Randa's statements and said it was important to hear the youth's opinion on Pride Month and a non-discrimination ordinance. She said she had been harassed simply for wearing rainbow clothing and said that members of the GSA had been harassed by Holly Springs fire fighters at Sheets. She spoke of the harassment faced by youth every day because of who they are.

Marty Abruscato said he had lived in Holly Springs for 14 years. His main purpose for being here was to request a non-discrimination ordinance to be passed by the Council. He is a baseball official and is at Ting often, and when guests come from out of state he is mostly proud of his town, but when we can't get a commitment from the Council to "take a layup" to pass a non-discrimination ordinance he is not proud. He said he believes in helping those with less power. He believes we need to take care of the minority.

Steve Schneider said he has lived here 16 years. He asked the Council not to declare June Pride month because it would favor some people over others. He said that future generations would suffer if we deny that men cannot get pregnant and homosexual marriage is not marriage at all. He said that love doesn't mean protecting feelings. He said Pride Month was an assault on the family. He said that Pride Month causes him to have to alter his behavior and asked Council not to issue a proclamation.

Debra Kuffner, said she was speaking for herself, not the Chamber of Commerce. She said she is a Jewish transgender lesbian. She said her identity is her day to day life, so this is identity politics. It's about the ability to put a photo of her spouse on her desk at work. She said that a Pride is important because visibility is important. She said that she was called all kinds of names when she was a kid, but her parents supported her even when they didn't understand the language. Binary is old fashioned. The Pride Proclamation is important to send a message for people like her who feel welcome here professionally, but not necessarily personally. She spoke of the vulnerability she feels about expressing herself. She said the message is important, so the youth know that they are welcome here, valued and safe.

Nancy Nice said she was the owner of the Beau Monde Salon at the Block on Main. When she and her business partner were looking for locations, they wanted to be in a place that valued all of its residents in a respectful and inclusive manner. They believed the Holly Springs was committed to a friendly and diverse atmosphere, along with their commitment to small businesses, they chose The Block on Main. They have registered their business as a safe space for the LGBTQ community and felt that it was within the values of the town. She respectfully requests that a resolution or Proclamation be issued for Pride Month, and that the town signs on to the non-discrimination ordinance. Having a non-discrimination ordinance will make her clients feel safe in this town. But it is also the right thing to do. Let Holly Walk the talk of true family values, like love, so that this community feels welcome in town and in our businesses.

Christine Kelly said she has lived in Holly Springs for 30 years. She thanked Council for the Juneteenth Proclamation, but she wanted to ask for a Pride month proclamation and she wants the Town to sign on to the Wake County non-discrimination ordinance. She said 4% of people 18 and over identify as LGBTQ. That's 5% of our workforce. These are our residents, tax payers, they go to school and church with us. She is disappointed that Council isn't recognizing that Holly Springs is inclusive. She knows that when she was on Council, these were things that Amgen and Fujifilm thought were important, and they came here because they thought Holly Springs was an inclusive place. The last Council voted to revisit the Wake County non-discrimination ordinance issue once

we knew how the process would work. She said it has been implemented now and is working very well. She does not believe that the Council has revisited this issue. The Wake County program has been successful, using Campbell Law, and so the barriers she heard back then to signing on are no longer an issue. She would like to hear from the Mayor and Council on why this has not been done, and will stay to the end of the meeting to hear in Other Business why this decision was made. She also said she was unhappy that not everyone who signed up was allowed to speak.

RECOGNITIONS

5. Juneteenth Proclamation

Mayor Mayefskie gave a brief history of the Juneteenth celebration and declared June 19, 2022 as Juneteenth in Holly Springs. He presented the proclamation to Mr. Furman Beckwith of the Holly Springs ML King Jr. Committee.

Consent Agenda

The Council passed a motion to approve all items on the Consent Agenda except item 8 which was moved to New Business. The motion carried following a motion by Mayor Pro Tem Berry, a second by Council member Forrest and a unanimous vote. The following actions were affected:

6. Minutes – Council approved the minutes of the May 10, 2022 workshop and the May 17, 2022 business meeting.

7. Utle Creek Substation, Voluntary Annexation A22-03 – The Council approved 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.

A copy of Resolution 22-24 is attached to these minutes.

8. Sole Source Purchase of Three Rotopac Yard Waste Collection Bodies and Three CCLET2-26 Low Entry Truck Chassis – The Council moved this item to after item 10.

PUBLIC HEARINGS

9. 7511 Woods Creek Road Annexation and Rezoning

Bronwyn Redus said that this item was to consider a request for voluntary annexation, a request for rezoning from RR Rural Residential to BRT CU Business & Research Technology Conditional Use at 7511 Woods Creek Rd. Each of these actions requires a public hearing. She showed where the property is on a map and said that it was between Friendship Innovation Park and Woods Creek Elementary School. The property is designated Innovation Village in the Land Use and Character Plan and currently zoned RR Rural Residential. Ms. Redus said that the petitioner proposed the following rezoning conditions:

Primary uses that will not be permitted include: animal boarding and outdoor kennel; neighborhood recycling collection point; and large vehicle/heavy equipment sales and service. They propose a minimum building height of 25 feet and a minimum of 10% open space connected by sidewalks and pathways.

Rachel Jones, Development Services, said that while water and sewer are far from the site now, the Friendship Design Build and other development in the area, water and sewer would be extended to the site. There is a proposed on-site pump station that would discharge to the Friendship pump station. Ms. Jones said that the petitioner proposes a 10-foot sidepath across their frontage. The Traffic Impact Analysis (TIA) studied nine intersections and four proposed access points and the petitioner will either pay a fee-in-lieu of construct the needed improvements,

depending on the timing of the need and their phasing. Woods Creek Road will ultimately be a four-lane median divided thoroughfare.

Ms. Redus said that the Development Agreement highlights include that the permitted uses align with Town goals within the Innovation Village. It identifies limitations with public facilities and upgrades and extensions to serve future site development. It also outlines the developer's responsibilities to construct or pay a fee-in-lieu for improvements identified by the TIA.

Van Crandall, Planning Board Representative, said that the Planning Board voted to recommend approval with a vote of 8-0-1. He said that questions were asked about the new UDO, about if the Amgen project pump station were not approved, and if there were any plans for Copperhead Road. Connectivity was discussed. Questions were asked about impacts on the Andreas property.

Mayor Mayefskie opened the public hearings.

Michael Andreas, 7617 Woods Creek Rd., said his is the property next to the property being discussed. He said he was formerly on the Planning Board and is familiar with the process. They discovered that the developer was having a public meeting and were the only ones who attended, but got all their questions answered, but there has been no other contact. He said they have a small farm and participate in the Holly Springs Farmers Market. This brings the Town Limit to their property line and he doesn't know what this means for his future. How much of his front yard will be taken when the road goes to 4 lanes? There are a lot of particulars that he would like to know about. He said he would like to be included more in the process.

Mayor Mayefskie asked Chris Hills, Director of D

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

Chase Kerley of Crescent Communities gave an introduction to the company and the values that are important to them. He said that staff had done a great job of introducing the project so he would be quick. He said they are currently developing two large projects in town: The Yield North on this property and The Yield which is in the Holly Springs Business Park. He said once these projects were completed, they offered an investment of \$750 million. He said the proposed zoning would provide opportunities to concentrate employment clusters, supporting both large-scale, single tenant office and industrial buildings, warehousing and distribution and also smaller, multi-tenant flex buildings.

Mr. Kerley said this rezoning would be consistent with the Future Land Use & Character Plan and help attract future employers. He touched on transportation issues and said the site would be designed to limit impact on wetlands and natural features, encourage the use and preservation of native plants, buffers and setbacks and encourage pedestrian connectivity along road frontage with sidewalks and provide trail connectivity in line with the Greenway Master Plan. He said the project will add new infrastructure desired by Life Science and Economic Development, while expanding the Town's water, sewer, and reclaimed networks.

Action 1: Motion to adopt Annexation Ordinance A21-06.

Motion by: Wolff

Second by: Forrest

Vote: unanimous

A copy of Annexation Ordinance A21-06 is attached to these minutes.

Action 2: Motion to adopt rezoning Ordinance RZ22-04.

Motion by: Wolff

Second by: Forrest

Vote: unanimous

A copy of Rezoning Ordinance RZ22-04 is attached to these minutes.

Action 3: Motion to approve Development Agreement.

Motion by: Wolff

Second by: Forrest

Vote: unanimous

NEW BUSINESS

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

Randy Harrington, Town Manager, said that Council and the public have seen the details of the budget a lot over the last month and asked Council if they wanted to hear more, or if they were ready to vote.

Consensus was to move ahead to the vote.

Action 1: Motion to adopt Fiscal Year 2022-23 Budget Ordinance 22-10 and 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 22-25;
- Business Park Development Project Ordinance 22-25;

Motion by: Berry

Second by: Forrest

Vote: unanimous

Copies of the above ordinances are attached to these minutes.

Action 2: Motion to 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.

Motion by: Berry

Second by: Forrest

Vote: unanimous

Action 3: Motion to approve personnel policy changes effective July 1, 2022.

Motion by: Berry

Second by: Forrest

Vote: unanimous

Action 4: Motion to 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.

Motion by: Berry

Second by: Forrest

Vote: unanimous

8. Sole Source Purchase of Three Rotopac Yard Waste Collection Bodies and Three CCLET2-26 Low Entry Truck Chassis – It was clarified that the Council moved this item to New Business in order to approve the budget prior to acting on this matter.

Action: Motion to 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 to authorize the purchase contract with Southern Truck Service for three CCC model LET2-26 single axel low entry truck chassis in the amount of \$507,249, pursuant to state contract, and to authorize the Town Manager and Town Attorney to sign purchase contracts with terms acceptable to the town.

Moved by: Berry

Second by: Forrest

Vote: unanimous

OTHER BUSINESS

Mayor Mayefskie said he had two topics. First, he truly believes that the town of Holly Springs is a leader. We lead from our actions and as an example to who we are recruiting. We have some of the most inclusive and diverse policies that there are. The people and businesses we are recruiting also have inclusive policies. That trickles down. He said he thinks our actions as a town speak louder than our words and that is the reason for his decision.

Second, yesterday he had the opportunity to spend time with the fire department. He was ready to leave when a call came in. He rode to a fire on Thomas Mill Road. The fire department put that out in no time. Apex and Fairview joined in, and they were professional and impressive. He congratulated the Fire Chief on his department.

Council member Wolff said there have been some contentious discussion in his 2 ½ years on Council, but he has never been as upset doing this job as he is now. He is thinking about his friends, family, and employees who are LGBTQ. He is thinking about the youth of this town, some of whom we have already lost. He is distressed by this. The non-discrimination ordinance has been discussed by Council for a long time, but the proclamation conversation is new. He wanted to share his thoughts on it. The very fact that we have to have this discussion is why this proclamation is needed. Either we are a community that is accepting of our LGBTQ residents and this is a no-brainer, or we are not and it is even more needed. A lot of the comments we have received have made it seem more urgent to me.

We have had people speak against the non-discrimination ordinance because it includes LGBTQ language. The non-discrimination ordinance is not an LGBTQ document, but it includes LGBTQ protections, and that is what the opposition is centered around. And that is why we need it. We have heard from residents why they think a proclamation has value. I have heard from my LGBTQ neighbors and the families of youth in this town who have told me that it has value, who say that their representatives to acknowledge their pride and their worth would go a long way to making them feel welcome and safe in their community. So what is the down side? We have to consider both sides. I can only think of one downside, and that is it would make one part of our community feel uncomfortable, the part that think that the lives of the LGBTQ community are worth less, that their lives are "sinful" and nothing to be proud of, and that Pride in this context is wrong. These people's intolerance does not represent the values of Holly Springs. If we have to choose between making an intolerant minority uncomfortable and making our LGBTQ community feel welcome and

safe, I choose the latter every single time. So while it is not an official proclamation, let me say happy Pride Month. We join you in celebrating your life, your love, and your community. To the young who may be listening, please know that you are safe, you are valued, and you will always find a place in this community.

Council member Wolff said, regarding the non-discrimination ordinance, he realizes that there is a lot of confusion around this and what it would mean to the Town. So he would like to level-set before we discuss this next week at the workshop. First, the Town does not have a non-discrimination ordinance in any way. We have town non-discrimination employment policies that apply to Town Employees, and he is incredibly appreciative for that. But it is not the same as the non-discrimination ordinance that is being discussed. Second, the Wake County ordinance is not the same as federal law. It goes further, covering things that the federal law does not. If federal law provided the same protections we would not be having this conversation. Third, he has heard from people that don't think non-discrimination is worth the cost to the town. Signing on to the Wake County ordinance is free. There is no monetary or administrative cost to the town, and no enforcement cost to the town. The engagement we received about the ordinance centered around the LGBTQ community. And it would protect them. But that is not everyone. Protected classes under this ordinance also include race, creed, ethnicity, color, sex, marital and familial status, national origin or ancestry, National Guard and veteran status, religious belief or non-belief, pregnancy, age, and disability. It is unclear if everyone who reached out against this understood exactly what they were campaigning against. Council will discuss this next Tuesday, June 14th at 6 pm at the Law Enforcement Center. This is not an issue that will go away. To everyone who came out to speak, to our business owners, and to our LGBTQ citizens. Thank you for being involved in this process. I'm sorry you didn't all get to be heard, but I will be here to hear you later.

MPT Berry thanked everyone who came out tonight. He said that the Personnel Policy was passed by Council and he is proud that we took that step thanks to our Town manager's involvement. The briefing last week mentioned 851 South Main St., the office building across from the hospital. He asked if staff would reach out to the many residents behind that property as a courtesy to let them know that it is starting and trees will be coming down. Finally, he asked for an update on the yard waste collection schedule and when it would return to a more frequent pick-up schedule. Paige Scott, Public Works Director, said they were 2-3 days behind due to the Memorial Day Holiday and there are 2-3 pieces of equipment that are out of service. They are actively repairing that equipment and trying to get back on schedule. There will be some overtime and they will attempt to get back on schedule. There has been higher volume, and with the broken equipment they are behind, but hope to be back on a weekly schedule in 2 to 3 weeks.

Council member McGrath said he appreciates the involvement of residents, by email and in person. He is looking forward to hearing what the deltas truly are and to understand what the costs to Wake County tax payers truly are for this ordinance.

MANAGER'S REPORT

Randy Harrington, Town Manager, said he had three items. First to recognize and thank partners for the international food festival last Friday. Second, *Finding Patience the Musical* is at the Cultural Center from June 9th to the 25th. Tickets are available on the webpage, or by calling the Cultural Center. Third, this Friday, June 10th there are two fire department events: at 1:00 the new engine ceremony at Fire Station 1; at 6:30 that night, there will be fire academy graduation at Holly Ridge Middle School. The Community is welcome at both events.

Town Clerk, Linda McKinney, said that Council had expressed a desire to request the Wake County Board of Elections select the Hunt Center as an early voting location for the 2022 General election. She said a letter had been prepared to go out under the Mayor's signature expressing Council's support for the location. Council said they would like the letter to go out in the morning.

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 three litigation or potential litigation matters. John

Doe v. Town of Holly Springs; potential litigation with MI Homes and to update Council on an appeal of a Board of Adjustment decision.

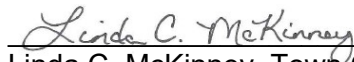
Motion by: Berry
Second by: Wolff
Vote: Unanimous

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

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

Adjournment: MPT Berry made a motion to adjourn at 8:54 pm. It was seconded by Council member Forrest and passed with a unanimous vote.

Respectfully Submitted on Tuesday, June 21, 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#: 9.

Consent Agenda

Title: End of Fiscal Year 2021-22 Budget Amendment

Strategic Priority Area: Organizational Excellence

Staff Resource: Corey Petersohn, Finance

Action(s):

- Approve the end of the fiscal year budget amendment for Fiscal Year 2021-22.
- Adopt PAYGO Capital Project Ordinance (22-28).

Explanation:

- End-of-year budget amendments are necessary to perform technical adjustments for year-end reporting, audit purposes, and transfers to project funds and reserve funds as necessary.
- Reserve transfers will be determined on the last day of the fiscal year based on the availability of funds, these amendments are requested to be approved "up to" amounts.
- This year's end-of-year budget amendment includes:
 - General fund transfers to PAYGO per the fund balance policy
 - General fund transfers to reserves and debt service funds
 - General fund amendment for the settlement of a right-of-way legal matter
 - General fund technical adjustments for end-of-year balancing
 - Utility fund transfers to reserves and debt service funds
 - Utility fund technical adjustments for central costs related to utility fund operations, fleet, and bulk water purchase
 - Stormwater fund transfer to reserves
 - General and Utility Fund debt service funds technical adjustments and appropriating funds for debt issuance costs, fees, and interest payments
- All amendments maintain a balanced budget.
- The PAYGO Capital Project Ordinance (22-28) is to increase the approved PAYGO fund appropriation by \$2M to act as a pass-through for \$2M in fund balance approved by Town Council for the Holly Springs Road Widening Projects.
 - The approved Community Investment Plan had the \$2M being transferred directly from the General Fund to the Streets Project Fund.
 - This ordinance will first have the \$2M transferred from the General fund through the PAYGO fund and then to the originally planned Streets Project Fund for Holly Springs Road widening projects.
 - This action was requested by the Finance Department for ease of financial reporting.

Background:

- North Carolina General Statute 159-13.2 authorizes the establishment of project ordinances for capital project purposes.
- Project ordinances may be amended with Town Council approval.

Funding Source(s):

- Fiscal year 2021-22 Operating Budget

Attachment(s):

1. FY22 Budget Amendment Form - End of Year
2. 22-28 PAYGO Project Ordinance

Town of Holly Springs Budget Amendment Request

BE IT ORDAINED by the Town Council of the Town of Holly Springs, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2022.

Department: Administration

Date: 6/21/2022

Reason for Budget Amendment:

The end-of-year budget amendment is to make technical adjustments for year-end reporting as well as transfers to reserve funds (in "up to" amounts) or debt service funds.

Expense			
Account #	Account Description	Increase	Decrease
10-95.11	General Fund - Transfers Out (PAYGO)	\$ 3,666,311	
10-95.22	General Fund - Transfer to Street Reserves	\$ 1,600,000	
10-96	General Fund - Transfers to Debt Service Fund	\$ 250,000	
10-412-13-82.15	General Fund - Town Attorney Misc Litigations	\$ 32,500	
10-416-01.01	General Fund - Economic Dev Salaries & Benefits	\$ 20,000	
30-95.23	Utility Fund - Transfer to Water Reserves	\$ 1,000,000	
30-95.24	Utility Fund - Transfer to Waste Water Reserves	\$ 1,000,000	
30-95.61	Utility Fund - Transfer to Utility Debt Service	\$ 91,000	
30-410-20.06	Utility Fund - Utilities Water/Sewer	\$ 500,000	
30-412-11-01.01	Utility Fund - Admin - Salaries	\$ 5,000	
30-412-11-12.05	Utility Fund - Admin - Contract Services	\$ 5,000	
30-422-21-41.02	Utility Fund - Utility Fleet - Vehicle Maintenance	\$ 30,000	
30-422-21-50	Utility Fund - Utility Fleet - Fuel (Utility Fund)	\$ 40,000	
30-450-045-25.01	Utility Fund - Water Purchase	\$ 500,000	
31-95.27	Stormwater Fund - Transfer to Stormwater Reserves	\$ 165,000	
60-81.02	General Fund Debt Service - AdVal Collection Fees	\$ 20,000	
60-413-82.09	General Fund Debt Service - Misc Debt Costs	\$ 65,000	
60-418-8515.016	General Fund Debt Service - Interest Payment	\$ 1,000	
60-418-8525.001	General Fund Debt Service - LOB Interest	\$ 1,000	
60-425-8505.007	General Fund Debt Service - P&R GO Bond Interest	\$ 79,000	
60-425-8515.003	General Fund Debt Service - Interest Payment	\$ 1,000	
60-432-8505.004	General Fund Debt Service - GO Bond Interest	\$ 200,000	
61-430-82.09	Utility Fund Debt Service - Debt Issuance Costs	\$ 91,000	
Total Expense:		\$ 9,362,811	\$ -

Revenue			
Account #	Account Description	Increase	Decrease
10-311.01	General Fund - Ad Valorem	\$ 750,000	
10-312.01	General Fund - Vehicle Fee	\$ 100,000	
10-313.01	General Fund - State Sales Tax Distribution	\$ 1,052,500	
10-360.08	General Fund - Appropriation from Fund Balance	\$ 3,666,311	

30-305.02	Utility Fund - Water Sales Commercial	\$ 100,000	
30-305.04	Utility Fund - Water Sales Industrial	\$ 500,000	
30-305.07	Utility Fund - Water Sales Irrigation System	\$ 50,000	
30-306.02	Utility Fund - Sewer Sales Commercial	\$ 91,000	
30-306.03	Utility Fund - Sewer Sales Office & Institutional	\$ 50,000	
30-306.04	Utility Fund - Sewer Sales Industrial	\$ 300,000	
30-307.01	Utility Fund - Reclaimed Water Sales	\$ 70,000	
30-340.06	Utility Fund - Other Revenues Sale of Assets	\$ 10,000	
30-360.08	Utility Fund - Approp from Fund Balance	\$ 2,000,000	
31-324.10	Stormwater Fund - Residential Fee	\$ 35,000	
31-324.15	Stormwater Fund - Non-Residential Fee	\$ 30,000	
31-360.08	Stormwater Fund - Approp form Fund Balance	\$ 100,000	
60-311.01	General Fund Debt Service Fund - Ad Valorem	\$ 117,000	
60-355.10	General Fund Debt Service Fund - Gen Fund Transfer	\$ 250,000	
61-355.15	Utility Fund Debt Service Fund - Transfer from UF	\$ 91,000	
Total Revenue:		\$ 9,362,811	\$ -

Department Head Signature (or electronic submission)

Finance Director Signature (if necessary)

Town Manager Signature (if necessary)

Council Approved/Notified (if necessary)

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

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

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

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



Ordinance No. 22-28

Date Submitted: June 21, 2022

Date Adopted: June 21, 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 21, 2022

PAYGO Fund	
Expenditures:	
Town Projects	2,220,163
Public Facility Projects	754,893
Sidewalks and Street Projects	2,725,000
Park and Playground Amenities	350,000
Vehicle Replacements	261,000
ADA Projects	155,000
Downtown Development	85,694
Total	6,551,750

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

PAYGO Fund	
Revenues:	
General Government Revenues	6,361,162
Federal Grants	190,588
Total	6,551,750

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 21, 2022 in accordance with the laws of the State of North Carolina.

Adopted this, the 21st day of June 2022.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Consent Agenda

Title: Flood Damage Prevention Ordinance

Strategic Priority Area: Safe & Friendly

Staff Resource: Darin Eyster, Utilities and Infrastructure

Action(s):

Adopt Ordinance 22-26, Flood Damage Prevention

Explanation:

- The purpose of the Flood Damage Prevention Ordinance is to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions within floodprone areas.
- Periodically, FEMA updates flood maps to better depict areas prone to flooding.
- The town is required to update the Flood Damage Prevention Ordinance to reference the revised flood maps.

Background:

- Floods are the most common and costly natural disasters in the United States. In order to minimize this risk, the town regulates the development of flood-prone areas.
- Flood maps are used to determine flood prone areas within the town and the town's ETJ.
- The current ordinance references flood maps that became effective May 2, 2006.
- In 2015, preliminary maps were released for public comment and input. The town held a public meeting to receive input, comments and address questions about the new flood hazard data.
- Updated FEMA flood maps become effective July 19, 2022.
- In order to participate in the National Flood Insurance Program, the Town of Holly Springs Flood Damage Protection Ordinance is required to reference the effective maps.

Funding Source(s):

N/A

Attachment(s):

1. 22-26 Flood Prevention Ordinance - Draft



Ordinance No. 22-26

Date Submitted: June 21, 2022

Date Adopted:

Effective Date:

**AN ORDINANCE TO AMEND THE TOWN CODE OF THE TOWN OF HOLLY SPRINGS,
N.C. TO AMEND CHAPTER 8, ENVIRONMENT, ARTICLE III, FLOOD DAMAGE PREVENTION**

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

PART I:

Article III of Chapter 8 of the Holly Springs Town Code is *replaced in its entirety* by the following text:

DIVISION 1. GENERALLY.

Sec. 8-81. Statutory Authorization.

The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Article 6 of Chapter 153A; Article 8 of Chapter 160A; and Article 7, 9, and 11 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the authority to adopt regulations designed to promote the public health, safety, and general welfare.

Therefore, the Town Council, of the Town of Holly Springs, North Carolina, does ordain as follows:

Sec. 8-82. Findings of fact.

- (a) The flood prone areas within the jurisdiction of the Town of Holly Springs are subject to periodic inundation which results in the possible loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- (b) These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities and by the occupancy in flood prone areas of uses vulnerable to floods or other hazards.

Sec. 8-83. Statement of purpose.

It is the purpose of this ordinance to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions within flood prone areas by provisions designed to:

- (1) restrict or prohibit uses that are dangerous to health, safety, and property due to water or erosion hazards or that result in damaging increases in erosion, flood heights or velocities;
- (2) require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;
- (3) control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;

- (4) control filling, grading, dredging, and all other development that may increase erosion or flood damage; and
- (5) prevent or regulate the construction of flood barriers that will unnaturally divert flood waters or which may increase flood hazards to other lands.

Sec. 8-84. Objectives.

The objectives of this ordinance are:

- (1) to protect human life and health;
 - (2) to minimize expenditure of public money for costly flood control projects;
 - (3) to minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
 - (4) to minimize prolonged business losses and interruptions;
 - (5) to minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in flood prone areas;
 - (6) to help maintain a stable tax base by providing for the sound use and development of flood prone areas; and
 - (7) to provide a mechanism to allow that potential buyers to become aware that property is in a Special Flood Hazard Area or Future Conditions Flood Hazard Area.
- (8) Minimize damage to private and public property due to flooding;
 - (9) Make flood insurance available to the community through the National Flood Insurance Program;
 - (10) Maintain the natural and beneficial functions of floodplains;

Sec. 8-85. Definitions.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

“Accessory Structure (Appurtenant Structure)” means a structure located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

“Addition (to an existing building)” means an extension or increase in the floor area or height of a building or structure.

“Alteration of a watercourse” means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

“Appeal” means a request for a review of the floodplain administrator's interpretation of any provision of this ordinance.

“Area of Shallow Flooding” means a designated Zone AO or AH on a community's Flood Insurance Rate Map (FIRM) with base flood depths determined to be from one (1) to three (3) feet. These areas are

located where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

“Appeal Board” means the Town Council

“Area of Future-Conditions Flood Hazard” means the land area that would be inundated by the 1-percent-annual-chance (100- year) flood based on future-conditions hydrology

“Area of Special Flood Hazard” see “Special Flood Hazard Area (SFHA)”

“Basement” means any area of the building having its floor subgrade (below ground level) on all sides.

“Base Flood or 100-year flood” means a flood that has one percent (1%) chance of being equaled or exceeded in any given year as shown on National Flood Insurance Program maps or Town floodplain maps, which ever is more restrictive shall apply.

“Base Flood Elevation (BFE)” means a determination of the water surface elevations of the base flood based on current conditions hydrology as published in the Flood Insurance Study. When the BFE has not been provided in a “Special Flood Hazard Area,” it may be obtained from engineering studies available from a Federal or State other source using FEMA approved engineering methodologies or by identified through standard engineering analysis for private developments or by governmental agencies, but which have not yet been incorporated into the FIRM or Town floodplain maps. This elevation, when combined with the “Freeboard,” establishes the “Regulatory Flood Protection Elevation.”

“Building” see “Structure”

“Chemical Storage Facility” means a building, portion of a building, or exterior area adjacent to a building used for the storage of any chemical or chemically reactive products.

“Current Conditions Hydrology” means the flood discharges associated with the land-use conditions existing within the drainage area of a watercourse at the time a flood study of the watercourse was conducted. Current conditions flood discharges and historical flood study information are published in the Flood Insurance Study. Typically, these studies are found in the Neuse River Basin where existing Detailed Flood Insurance Studies have been redelineated by FEMA and the North Carolina Floodplain Mapping Program.

“Design Flood”: See “Regulatory Flood Protection Elevation.”

“Development” means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

“Development Activity” means any activity defined as Development which will necessitate a Floodplain Development Permit. This includes buildings, structures, and non-structural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

“Digital Flood Insurance Rate Map (DFIRM)” means the digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.

“Disposal” means, as defined in NCGS 130A-290(a)(6), the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

“Elevated Building” means, for floodplain management purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

“Encroachment” means the advance or infringement of uses, fill, excavation, buildings, structures or development into a special flood hazard area, which may impede or alter the flow capacity of a floodplain.

“Existing building and existing structure” means any building and/or structure for which the “start of construction” commenced before August 16, 1994, the initial effective date of the floodplain management regulations adopted by the Town.

“Existing Manufactured Home Park or Manufactured Home Subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before August 16, 1994, the initial effective date of the floodplain management regulations adopted by the community.

“FEMA” means the Federal Emergency Management Agency.

“Flood” or “Flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters; and/or
- (2) the unusual and rapid accumulation of runoff of surface waters from any source.

“Flood Fringe” means that part of a special flood hazard area which is not located in the floodway.

“Flood Hazard Area” means the area designated by the Town, pursuant to this Ordinance, as an area where development must be regulated to prevent damage from flooding. The flood hazard area must include and may exceed the base floodplain.

“Flood Hazard Boundary Map (FHBM)” means an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the Special Flood Hazard Areas have been defined as Zone A.

“Flood Insurance” means the insurance coverage provided under the National Flood Insurance Program.

“Flood Insurance Rate Map (FIRM)” means an official map of a community, issued by the Federal Emergency Management Agency, on which the Special Flood Hazard Areas, the Future Conditions Flood Hazard Areas, and the risk premium zones applicable to the community are delineated.

“Flood Insurance Study (FIS)” means an examination, evaluation, and determination of flood hazards, corresponding water surface elevations (if appropriate), flood hazard risk zones, and other flood data in a community issued by the Federal Emergency Management Agency. The Flood Insurance Study report includes Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), if published.

“Flood Prone Area” see “Floodplain”

“Floodplain” means any land susceptible to being inundated by water from any source.

“Flood Fringe” means that part of the special flood hazard area which is not located in the floodway.

“Floodplain Administrator” is the individual appointed to administer and enforce the floodplain management regulations. In Holly Springs, the Director of Utilities and Infrastructure or their designee serves as the Floodplain Administrator.

“Floodplain Development Permit” means the permit that is required in conformance with the provisions of this ordinance and granted by the Town, prior to the commencement of any development.

“Floodplain Management” means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including, but not limited to, emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

"Floodplain Management Regulations" means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in flood-prone areas. This term describes federal, state or local regulations, in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

"Flood-resistant material" means any building product [material, component or system] capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, and available from the FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

"Floodway" means the channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

"Floodway encroachment analysis" means an engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and models.

"Flood Zone" means a geographical area shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

"Freeboard" means the height added to the Base Flood Elevation (BFE) or the Future Conditions Flood Elevation to account for the factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization on the watershed. The Base Flood Elevation plus the freeboard establishes the "Regulatory Flood Protection Elevation".

"Future Conditions Flood" means the flood having a one (1) percent chance of being equaled or exceeded in any given year based on future conditions hydrology.

"Future Conditions Flood Elevation" means a determination of the water surface elevations of the one percent (1%) annual chance flood based on future conditions hydrology as published in the Flood Insurance Study. This elevation, when combined with the freeboard, establishes the "Regulatory Flood Protection Elevation" in Future Conditions Flood Hazard Areas.

"Future Conditions Flood Hazard Area" means the land area that would be inundated by the one percent (1%) annual chance flood based on future conditions hydrology as determined in Section 8-87 of this ordinance.

"Future Conditions Hydrology" means the flood discharges associated with projected land-use conditions based on the Wake County's June 2003 Countywide Equivalent Zoning Classification data or current Town Land Use Plans and without consideration of projected future construction of flood detention structures or projected future hydraulic modifications within a stream or other waterway such as bridge and culvert construction, fill, and excavation. Future conditions flood discharges are published in the Flood Insurance Study.

“Functionally Dependent Facility” means a facility which cannot be used for its intended purpose unless it is located in close proximity to water, limited to a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

“Hazardous Waste Facility” means, as defined in NCGS Article 9 of Chapter 130A, a facility for the collection, storage, processing, treatment, recycling, recovery, or disposal of hazardous waste.

“Highest Adjacent Grade (HAG)” means the highest natural elevation of the ground surface, prior to construction, immediately next to the proposed walls of the structure.

“Historic Structure” means any structure that is:

- (a) listed individually in the National Register of Historic Places (a listing maintained by the US Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register;
- (b) certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) individually listed on a local inventory of historic landmarks by Capital Area Preservation, Inc.; or
- (d) certified as contributing to the historical significance of a historic district designated by Capital Area Preservation, Inc.

Capital Area Preservation, Inc. is a Certified Local Government (CLG) Programs are approved by the US Department of the Interior in cooperation with the North Carolina Department of Cultural Resources through the State Historic Preservation Officer as having met the requirements of the National Historic Preservation Act of 1966 as amended in 1980.

“Letter of Map Change (LOMC)” means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

- (a) Letter of Map Amendment (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- (b) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
- (c) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community’s floodplain management regulations.
- (d) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

“Light Duty Truck” means any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

- (a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (c) Available with special features enabling off-street or off-highway operation and use.

“Lowest Adjacent Grade (LAG)” means the lowest elevation of the ground, sidewalk or patio slab immediately next to the building, or deck support, after completion of the building.

“Lowest Floor” means lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building's lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

“Manufactured Home” means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term “manufactured home” does not include a “recreational vehicle.”

“Manufactured Home Park or Subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

“Map Repository” means the location of the official flood hazard data to be applied for floodplain management. It is a central location in which flood data is stored and managed; in North Carolina, FEMA has recognized that the application of digital flood hazard data products have the same authority as hard copy products. Therefore, the NCEM’s Floodplain Mapping Program websites house current and historical flood hazard data. For effective flood hazard data the NC FRIS website (<http://FRIS.NC.GOV/FRIS>) is the map repository, and for historical flood hazard data the FloodNC website (<http://FLOODNC.GOV/NCFLOOD>) is the map repository.

“Market Value” means the building value, not including the land value and that of any accessory structures or other improvements on the lot. Market value may be established by independent certified appraisal; replacement cost depreciated for age of building and quality of construction (Actual Cash Value); or adjusted tax assessed values.

“New Construction” means structures for which the “start of construction” commenced on or after August 16, 1994, the effective date of the initial floodplain management regulations and includes any subsequent improvements to such structures.

“Non-Encroachment Area” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot as designated in the Flood Insurance Study report.

“Post-FIRM” means construction or other development for which the “start of construction” occurred on or after March 3, 1992, the effective date of the initial Flood Insurance Rate Map for the area.

“Pre-FIRM” means construction or other development for which the “start of construction” occurred before March 3, 1992, the effective date of the initial Flood Insurance Rate Map for the area.

“Principally Above Ground” means that at least 51% of the actual cash value of the structure is above ground.

“Public Safety” and/or “Nuisance” means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

"Recreational Vehicle (RV)" means a vehicle, which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck;
- (d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use, and
- (e) Is fully licensed and ready for highway use.

"Reference Level" is the top of the lowest floor for structures within Special Flood Hazard Areas and Future Conditions Flood Hazard Areas designated as Zone AE, A, A99 or X (Future).

"Regulatory Flood Protection Elevation" means the elevation above base flood elevation plus freeboard to which the reference level of all structures and other development located within Special Flood Hazard Areas and Future Conditions Flood Hazard Areas must be protected.

(i) In "Special Flood Hazard Areas" where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus two (2) feet of freeboard.

(ii) In "Special Flood Hazard Areas" where no BFE has been established, this elevation shall be at least two (2) feet above the highest adjacent grade.

(iii) In Future Conditions Flood Hazard Areas this elevation shall be the Future Conditions Flood Elevation *plus* two (2) feet of freeboard.

"Remedy a Violation" means to bring the structure or other development into compliance with State and community floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

"Salvage Yard" means any non-residential property used for the storage, collection, and/or recycling of any type of equipment, and including but not limited to vehicles, appliances and related machinery.

"Solid Waste Disposal Facility" means, as defined in NCGS 130A-290(a)(35), any facility involved in the disposal of solid waste.

"Solid Waste Disposal Site" means, as defined in (NCGS 130A-290(a)(36), any place at which solid wastes are disposed of by incineration, sanitary landfill, or any other method.

"Special Flood Hazard Area (SFHA)" means the land in the floodplain subject to a one (1%) percent or greater chance of being flooded in any given year based on current conditions hydrology, as determined in Section 8-87 of this ordinance.

"Start of Construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

“Stream” means an intermittent or perennial stream as defined in 15A NCAC 2B.0233 (Neuse River Basin Riparian Buffer Rules). A stream shall be present if the feature is approximately shown on either the most recent version of the Wake County Soil Survey Map or the most recent version of the 1:24,000 scale quadrangle topographic maps prepared by the United States Geologic Survey (USGS).

“Structure” means, for floodplain management purposes, a walled and roofed building, a manufactured home, or a gas, liquid, or liquefied gas storage tank that is principally above ground, or other man-made facilities or infrastructures that are principally above ground.

“Substantial Damage” means damage of any origin sustained by a structure during any one-year period whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. See definition of “substantial improvement”.

“Substantial Improvement” means any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any one-year period for which the cost equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage,” regardless of the actual repair work performed. The term does not, however, include either:

- (a) Any correction of existing violations of state or community health, sanitary, or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or
- (b) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure and the alteration is approved by variance issued pursuant to Article 4 Section E of this ordinance.

“Technical Bulletin and Technical Fact Sheet” means a FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

It should be noted that Technical Bulletins and Technical Fact Sheets provide guidance on the minimum requirements of the NFIP regulations. State or community requirements that exceed those of the NFIP take precedence. Design professionals should contact the community officials to determine whether more restrictive State or local regulations apply to the building or site in question. All applicable standards of the State or local building code must also be met for any building in a flood hazard area.

“Temperature Controlled” means having the temperature regulated by a heating and/or cooling system, built-in or appliance.

“Town” means the Town of Holly Springs

“Variance” is a grant of relief from the customary requirements of this ordinance, pursuant to Section 8-125 which permits construction in a manner otherwise prohibited by this ordinance where specific enforcement would result in unnecessary hardship.

“Violation” means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Division 2 and Division 3 is presumed to be in violation until such time as that documentation is provided.

“Water Surface Elevation (WSE)” means the height, in relation to mean sea level, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

“Watercourse” means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

Sec. 8-86. Lands to which this article applies.

This ordinance shall apply to all Special Flood Hazard Areas and Future Conditions Flood Hazard Areas within the jurisdiction, including Extra-Territorial Jurisdictions (ETJs) of the Town of Holly Springs.

Section 8-87. Basis for establishing the special flood hazard areas and future conditions flood hazard areas.

The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its FIS dated July 19, 2022, for Wake County and associated DFIRM panels, including any digital data developed as part of the FIS, and any revision thereto, which are adopted by reference and declared a part of this ordinance. The Special Flood Hazard Areas and Future Conditions Flood Hazard Areas also include those identified through standard engineering analysis for private developments or by governmental agencies, but which have not yet been incorporated into the FIRM or Town floodplain maps.

Sec. 8-88. Establishment of floodplain development permit.

A Floodplain Development Permit shall be required prior to the commencement of any development activities within Special Flood Hazard Areas and Future Conditions Flood Hazard Areas determined in accordance with Sec. 8-87 of this ordinance. All permits shall comply with the provisions of this ordinance.

Sec. 8-89. Compliance.

No structure or land shall be located, extended, converted, altered, or developed in any way without full compliance with the terms of this ordinance and other applicable regulations.

Sec. 8-90. Abrogation and greater restrictions.

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 8-91. Interpretation.

In the interpretation and application of this ordinance, all provisions shall be:

- (1) considered as minimum requirements;
- (2) liberally construed in favor of the governing body; and
- (3) deemed neither to limit nor repeal any other powers granted under State statutes.

Sec. 8-92. Warning and disclaimer of liability.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur.

Actual flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Special Flood Hazard Areas and Future Conditions Flood Hazard Areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Town, or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

Sec. 8-93. Penalties for Violation.

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$100.00 or imprisoned for not more than thirty (30) days, or both. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Town from taking such other lawful action as is necessary to prevent or remedy any violation.

Sec. 8-94 – 8-120. Reserved.

DIVISION 2. ADMINISTRATION

Sec. 8-121. Designation of Floodplain Administrator.

The Director of Utilities and Infrastructure, or their designee, hereinafter referred to as the "Floodplain Administrator," is hereby appointed to administer and implement the provisions of this ordinance. In instances where the Floodplain Administrator receives assistance from others to complete tasks to administer and implement this ordinance, the Floodplain Administrator shall be responsible for the coordination and community's overall compliance with the National Flood Insurance Program and the provisions of this ordinance.

Sec. 8-122. Floodplain development application, permit and certification requirements.

(1) Administrative Determination. The applicant shall provide location boundary and proposed use of the project, upon determination of applicability the Floodplain Administrator shall require the application to submit a Floodplain Development Permit application to pursuant to Sec. 8-122(2) of this ordinance.

(2) Application Requirements. Application for a Floodplain Development Permit shall be made to the Floodplain Administrator prior to any development activities located within Special Flood Hazard Areas and Future Conditions Flood Hazard Areas. The following items shall be presented to the floodplain administrator to apply for a floodplain development permit:

- a) A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:
 - i) the nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, utility systems, grading/pavement areas, fill materials, storage areas, drainage facilities, and other development;
 - ii) the boundary of the Special Flood Hazard Area or Future Conditions Flood Hazard Area as delineated on the FIRM or other flood map as determined in Sec. 8-87 of this ordinance, or a statement that the

entire lot is within the Special Flood Hazard Area or Future Conditions Flood Hazard Area; In addition, the plot plan must show the 0.2% annual chance floodplain contour when applicable.

- iii) flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in Sec. 8-87 of this ordinance;
 - iv) the boundary of the floodway(s) or non-encroachment area(s) as determined in Sec. 8-87 of this ordinance;
 - v) the Base Flood Elevation (BFE) or Future Conditions Flood Elevation where provided as set forth in Sec. 8-87; Sec. 8-123(11 & 12); or Sec. 8-153;
 - vi) the old and new location of any watercourse that will be altered or relocated as a result of proposed development; including an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects of to properties located both upstream and downstream;
 - vii) certification of the plot plan by a registered land surveyor or professional engineer.
- (b) Proposed elevation, and method thereof, of all development within a Special Flood Hazard Area or Future Conditions Flood Hazard Area including but not limited to:
- i) Elevation in relation to NAVD 1988 of the proposed reference level (including basement) of all structures;
 - ii) Elevation in relation to NAVD 1988 to which any non-residential structure in Zone AE, A or X (Future) will be flood-proofed; and
 - iii) Elevation in relation to NAVD 1988 to which any proposed utility systems will be elevated or floodproofed;
- c) If floodproofing, a Floodproofing Certificate (FEMA Form 086-0-34) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures.
- d) A Foundation Plan, drawn to scale, which shall include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include but are not limited to:
- i) The proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls);
 - ii) Openings to facilitate equalization of hydrostatic flood forces on walls in accordance with Sec. 8-152(4)(c), when solid foundation perimeter walls are used in Zones A, AE and X (future);
- e) Usage details of any enclosed areas below the regulatory flood protection elevation.
- f) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage;
- g) Copies of all other Local, State and Federal permits required prior to floodplain development permit issuance (Wetlands, Endangered Species, Erosion and Sedimentation Control, Riparian Buffers, Mining, etc.)
- h) Documentation for placement of Recreational Vehicles and/or Temporary Structures, when applicable, to ensure Sec. 8-152(6) and (7) of this ordinance are met.
- i) A description of proposed watercourse alteration or relocation, when applicable, including an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the

effects to properties located both upstream and downstream; and a map (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.

(3) Permit Requirements. The Floodplain Development Permit shall include, but not be limited to:

- (a) A complete description of all the development to be permitted under the floodplain development permit (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.).
- (b) The Special Flood Hazard Area or Future Conditions Flood Hazard Area determination for the proposed development per available data specified in Sec. 8-87 of this ordinance.
- (c) The regulatory flood protection elevation required for the reference level and all attendant utilities.
- (d) The regulatory flood protection elevation required for the protection of all public utilities.
- (e) All certification submittal requirements with timelines.
- (f) A statement that no fill material or other development shall encroach into the floodway or non-encroachment area of any watercourse unless the requirements of Section 8-151 and Section 8-152 of this ordinance have been met.
- (g) The flood openings requirements, if in Zones A, AE or X (Future).
- (h) Limitations of below BFE enclosure uses to parking, building access and limited storage only.

(4) Certification Requirements.

- (a) Elevation Certificates
 - i) An Elevation Certificate (FEMA Form 086-0-33) is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the floodplain administrator a certification of the elevation of the reference level, in relation to NAVD 1988. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit.
 - ii) An Elevation Certificate (FEMA Form 086-0-33) is required after the reference level is established. Within seven (7) calendar days of establishment of the reference level elevation, it shall be the duty of the permit holder to submit to the floodplain administrator a certification of the elevation of the reference level, in relation to NAVD 1988 . Any work done within the seven (7) day calendar period and prior to submission of the certification shall be at the permit holder's risk. The floodplain administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or failure to make required corrections shall be cause to issue a stop-work order for the project.
 - iii) A final Finished Construction Elevation Certificate (FEMA Form 086-0-33) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately

and prior to Certificate of Compliance/Occupancy issuance. The Floodplain Administrator may determine that another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" x 3". Digital photographs are acceptable.

(b) Floodproofing Certificate

- (i) If non-residential floodproofing is used to meet the Regulatory Flood Protection Elevation requirements, a Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.
 - (ii) A final Finished Construction Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.
- c) If a manufactured home is placed within Zone A, AE or X (Future) and the elevation of the chassis is more than 36 inches in height above grade, an engineered foundation certification is required per Sec. 8-152(3).
 - d) If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; a professional engineer's certified report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream;

and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by the permit applicant prior to issuance of a floodplain development permit.

- e) Certification Exemptions. The following structures, if located within Zone A, AE or X (Future), are exempt from the elevation/floodproofing certification requirements specified in items (a) and (b) of this subsection:
 - i) Recreational Vehicles meeting requirements of Sec. 8-152(6)(a);
 - ii) Temporary Structures meeting requirements of Sec. 8-152(7); and
 - iii) Accessory Structures less than 150 square feet or less or structure cost of \$3000.00 or less and meeting requirements of Article 5, Section B (8).

Determinations for existing buildings and structures.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (a) Estimate the market value based on current tax value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (b) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (d) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.

Sec. 8-123. Duties and responsibilities of the floodplain administrator.

Duties of the Floodplain Administrator shall include, but not be limited to:

- (1) Review information provided by the applicant in respect to a project's applicability to this ordinance.
- (2) Review all floodplain development applications and issue permits for all proposed development within Special Flood Hazard Areas and Future Conditions Flood Hazard Areas to assure that the requirements of this ordinance have been satisfied.
- (3) Advise permittee that additional Federal or State permits (Wetlands, Endangered Species, Erosion and Sedimentation Control, Riparian Buffers, Mining, etc.) may be required, and require that copies of such permits be provided and maintained on file with the floodplain development permit.
- (4) Notify adjacent communities and the North Carolina Department of Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).

- (5) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.
- (6) Prevent encroachments into floodways and non-encroachment areas unless the certification and flood hazard reduction provisions of Sec. 8-154 are met.
- (7) Obtain actual elevation (in relation to NAVD 1988) of the reference level (including basement) and all attendant utilities of all new or substantially improved structures, in accordance with Sec. 8-122(3).
- (8) Obtain actual elevation (in relation to NAVD 1988) to which all new and substantially improved structures and utilities have been floodproofed, in accordance with Sec. 8-122(3).
- (9) Obtain actual elevation (in relation to NAVD 1988) of all public utilities in accordance with Sec. 8-122(3).
- (10) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with Sec. 8-122(3) and Sec. 8-152(2).
- (11) Where interpretation is needed as to the exact location of boundaries of the Special Flood Hazard Areas or Future Conditions Flood Hazard Areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
- (12) When Base Flood Elevation (BFE) data has not been provided in accordance with Section 8-87, obtain, review, and reasonably utilize any Base Flood Elevation (BFE) data, along with floodway data or non-encroachment area data available from a Federal, State, or other source, including data developed pursuant to Sec. 8-153(2)(b), in order to administer the provisions of this ordinance.
- (13) When Base Flood Elevation (BFE) data is provided but no floodway nor non-encroachment area data has been provided in accordance with Sec. 8-87, obtain, review, and reasonably utilize any floodway data or non-encroachment area data available from a Federal, State, or other source in order to administer the provisions of this ordinance.
- (14) When the lowest ground elevation of a parcel or structure located within Zone AE is above the Base Flood Elevation (BFE), advise the property owner of the option to apply for a Letter of Map Amendment (LOMA) from FEMA. Maintain a copy of the Letter of Map Amendment (LOMA) issued by FEMA in the floodplain development permit file.
- (15) Permanently maintain all records that pertain to the administration of this ordinance and make these records available for public inspection.
- (16) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the floodplain administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the floodplain administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.
- (17) Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the floodplain administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.
- (18) Revoke floodplain development permits as required. The floodplain administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of State or local

laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.

(19) Make periodic inspections throughout all special flood hazard areas within the jurisdiction of the community. The floodplain administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

(20) Follow through with corrective procedures of Sec. 8-124.

(21) Review, provide input, and make recommendations for variance requests.

(22) Maintain a current map repository to include, but not limited to, historical and effective FIS Report, historical and effective FIRM and other official flood maps and studies adopted in accordance with the provisions of Section 8-87 of this ordinance, including any revisions thereto including Letters of Map Change, issued by FEMA. Notify State and FEMA of mapping needs.

(23) Coordinate revisions to FIS reports and FIRMs, including Letters of Map Revision Based on Fill (LOMR-F) and Letters of Map Revision (LOMR).

Sec. 8-124. Corrective procedures.

(1) Violations to be Corrected: When the floodplain administrator finds violations of applicable State and local laws, it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.

(2) Actions in Event of Failure to Take Corrective Action: If the owner of a building or property shall fail to take prompt corrective action, the floodplain administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating:

(a) that the building or property is in violation of the Flood Damage Prevention Ordinance;

(b) that a hearing will be held before the floodplain administrator at a designated place and time, not later than ten (10) days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and,

(c) that following the hearing, the floodplain administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as appears appropriate.

(3) Order to Take Corrective Action: If, upon a hearing held pursuant to the notice prescribed above, the floodplain administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, they shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than sixty (60) calendar days, nor more than (180) calendar days. Where the floodplain administrator finds that there is imminent danger to life or other property, they may order that corrective action be taken in such lesser period as may be feasible.

(4) Appeal: Any owner who has received an order to take corrective action may appeal the order to the Board of Adjustment by giving notice of appeal in writing to the floodplain administrator and the clerk within ten (10) days following issuance of the final order. In the absence of an appeal, the order of the floodplain administrator shall be final. The Board of Adjustment shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.

(5) Failure to Comply with Order: the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the town council

following an appeal, the owner shall be guilty of a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58 and shall be punished at the discretion of the court.

Sec. 8-125. Variance procedures.

(a) The ENVIRONMENTAL APPEALS COMMITTEE as established by the TOWN OF HOLLY SPRINGS, hereinafter referred to as the "appeal board", shall hear and decide requests for variances from the requirements of this ordinance.

(b) Any person aggrieved by the decision of the appeal board may appeal such decision to the Court, as provided in Chapter 7A of the North Carolina General Statutes.

(c) Variances may be issued for

(1) the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure.

(2) functionally dependent facilities if determined to meet the definition as stated in Section 8-85 of this ordinance, provided provisions of Sec. 8-125(i)(2)(3) and (5) have been satisfied, and such facilities are protected by methods that minimize flood damages.

(3) any other type of development, provided it meets the requirements stated in this section.

(d) In passing upon variances, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:

(1) the danger that materials may be swept onto other lands to the injury of others;

(2) the danger to life and property due to flooding or erosion damage;

(3) the susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(4) the importance of the services provided by the proposed facility to the community;

(5) the necessity to the facility of a waterfront location as defined under Sec. 8-85 of this ordinance as a functionally dependant facility, where applicable;

(6) the availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

(7) the compatibility of the proposed use with existing and anticipated development;

(8) the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

(9) the safety of access to the property in times of flood for ordinary and emergency vehicles;

(10) the expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(11) the costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.

(e) A written report addressing each of the above factors shall be submitted with the application for a variance.

(f) Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

(g) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the Base Flood Elevation (BFE) and the elevation to which the structure is to be built and that such construction below the Base Flood Elevation increases risks to life and property, and that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance up to \$25 per \$100 of insurance coverage. Such notification shall be maintained with a record of all variance actions, including justification for their issuance.

(h) The floodplain administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and the State of North Carolina upon request.

(i) Conditions for Variances:

(1) Variances shall not be issued when the variance will make the structure in violation of other Federal, State, or local laws, regulations, or ordinances.

(2) Variances shall not be issued within any designated floodway or non-encroachment area if the variance would result in any increase in flood levels during the base flood discharge.

(3) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(4) Variances shall only be issued prior to development permit approval.

(5) Variances shall only be issued upon:

i) a showing of good and sufficient cause;

ii) a determination that failure to grant the variance would result in exceptional hardship; and

iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances;

(j) A variance may be issued for solid waste disposal facilities, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in Special Flood Hazard Areas or Future Conditions Flood Hazard Areas provided that all of the following conditions are met.

(1) The use serves a critical need in the community.

(2) No feasible location exists for the use outside the Special Flood Hazard Area or Future Conditions Flood Hazard Area

(3) The reference level of any structure is elevated or floodproofed to at least the regulatory flood protection elevation.

(4) The use complies with all other applicable Federal, State and local laws.

(5) The TOWN OF HOLLY SPRINGS has notified the Secretary of the North Carolina Department of Public Safety of its intention to grant a variance at least thirty (30) calendar days prior to granting the variance.

Sec. 8-126 – 8-150. Reserved.

DIVISION 3. PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 8-151. General Standards.

In all Special Flood Hazard Areas and Future Conditions Flood Hazard Areas the following provisions are required:

- (1) All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure.
- (2) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage in accordance with the FEMA Technical Bulletin 2, Flood Damage-Resistant Materials Requirements.
- (3) All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (4) All new electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall be located at or above the RFPE or designed and installed to prevent water from entering or accumulating within the components during the occurrence of the base flood. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, water heaters, and electric outlets/switches.
 - (a) Replacements part of a substantial improvement, electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall also meet the above provisions.
 - (b) Replacements that are for maintenance and not part of a substantial improvement, may be installed at the original location provided the addition and/or improvements only comply with the standards for new construction consistent with the code and requirements for the original structure.
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into flood waters.
- (7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (8) Nothing in this ordinance shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this ordinance and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the regulatory flood protection elevation in the floodway, non-encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance.
- (9) New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in Sec. 8-125(j). A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a Special Flood Hazard Area or Future Conditions Flood Hazard Area only if the structure or tank is either elevated or floodproofed to at least the regulatory flood protection elevation and certified according to Sec. 8-122(3) of this ordinance.
- (10) All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage.

- (11) All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- (12) All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (13) All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (14) When a structure is partially located in a Special Flood Hazard Area, the entire structure shall meet the requirements for new construction and substantial improvements.
- (15) When a structure is located in multiple flood hazard zones or in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest BFE shall apply.

Sec. 8-152. Specific Standards.

In all Special Flood Hazard Areas where Base Flood Elevation (BFE) data has been provided and in Future Conditions Flood Hazard Areas where Future Conditions Flood Elevations data has been provided, as set forth in Sec. 8-87, Sec. 8-123 (11) and (12), the following provisions, in addition to Sec. 8-151, are required:

(1) Residential Construction. New construction and substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation, as defined in Sec. 8-85 of this ordinance. No fill shall be placed in the floodplain for the purpose of providing any buildable area on a residential lot that is located in the floodplain. The area of special flood hazard area may be included within the lot containing the residential structure provided that the lot contains a usable lot area that is no less than the square footage required by the minimum square footage requirements for the particular zoning classification for the lot according to the Unified Development Ordinance. The usable lot area is defined by the area of the lot outside of the special flood hazard area as defined by a professional engineer that will contain the residential structure and required setbacks (The lot may contain 100-year floodplain). This area must be contiguous.

All new residential construction and substantial residential improvements proposed on a parcel of land which has no buildable area outside the floodplain, and which was recorded prior to June 1978, shall be exempt from the requirements for residential construction set forth in this Part, but shall be developed in strict accordance with the requirements of Section 8-151 of this ordinance.

(2) Non-Residential Construction. New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in Article 2 of this ordinance. Structures located in Zones A, AE, AH, AO, A99 may be floodproofed to the Regulatory Flood Protection Elevation in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the Regulatory Flood Protection Elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. For AO Zones, the floodproofing elevation shall be in accordance with Article 5, Section G (2). A registered professional engineer or architect shall certify that the floodproofing standards of this subsection are satisfied. Such

certification shall be provided to the Floodplain Administrator as set forth in Article 4, Section B (3), along with the operational plan and the inspection and maintenance plan.

(3) Manufactured Homes.

(a) New or replacement manufactured homes shall be elevated so that the reference level of the manufactured home is no lower than the regulatory flood protection elevation, as defined in Sec. 8-85 of this ordinance.

(b) Manufactured homes shall be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement, either by engineer certification, or in accordance with the most current edition of the State of North Carolina Regulations for Manufactured Homes adopted by the Commissioner of Insurance pursuant to NCGS §143-143.15.

Additionally, when the elevation would be met by an elevation of the chassis thirty-six (36) inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above thirty-six (36) inches in height, an engineering certification is required.

(c) All enclosures or skirting below the lowest floor shall meet the requirements of Sec. 8-152(4)(a), (b) and (c).

(d) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood prone areas. This plan shall be filed with and approved by the floodplain administrator and the local Emergency Management coordinator.

(4) Elevated Buildings. Fully enclosed areas of new construction and substantially improved structures, which are below the lowest floor:

(a) shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas;

(b) shall be constructed entirely of flood resistant materials below the regulatory flood protection elevation;

(c) Shall not be temperature-controlled or conditioned.

(d) shall include, in Zones A, AE and X (Future), flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria;

i) A minimum of two flood openings on different sides of each enclosed area subject to flooding;

ii) The total net area of all flood openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding;

iii) If a building has more than one enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;

iv) The bottom of all required flood openings shall be no higher than one (1) foot above the adjacent grade;

v) Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and

- vi) Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.

(5) Additions/Improvements.

(a) Additions and/or improvements to pre-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:

- i) not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure.
- ii) a substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.

(b) Additions to post-FIRM structures with no modifications to the existing structure other than a standard door in the common wall shall require only the addition to comply with the standards for new construction.

(c) Additions and/or improvements to post-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:

- i) not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction.
- ii) a substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.

(d) Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a 1-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, the one-year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this ordinance. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The requirement does not, however, include either:

- i) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assume safe living conditions.
- ii) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(6) Recreational Vehicles. Recreational vehicles shall either:

(a) Temporary Placement

- i) Be on site for fewer than 180 consecutive days; or
- ii) Be fully licensed and ready for highway use. (A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions.)

(b) Permanent Placement. Recreational vehicles that do not meet the limitations of Temporary

Placement shall meet all the requirements for new construction.

(7) Temporary Non-Residential Structures. Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must submit to the floodplain administrator a plan for the removal of such structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information shall be submitted in writing to the floodplain administrator for review and written approval:

- (a) a specified time period for which the temporary use will be permitted. Time specified may not exceed three months, renewable up to one year;
- (b) the name, address, and phone number of the individual responsible for the removal of the temporary structure;
- (c) the time frame prior to the event at which a structure will be removed (i.e., minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);
- (d) a copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and
- (e) designation, accompanied by documentation, of a location outside the Special Flood Hazard Area or Future Conditions Flood Hazard Area, to which the temporary structure will be moved.

(8) Accessory Structures. When accessory structures (sheds, detached garages, etc.) are to be placed within a Special Flood Hazard Area or Future Conditions Flood Hazard Area, the following criteria shall be met

- (a) Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);
- (b) Accessory structures shall not be temperature-controlled;
- (c) Accessory structures shall be designed to have low flood damage potential;
- (d) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
- (e) Accessory structures shall be firmly anchored in accordance with Sec. 8-151(1);
- (f) All service facilities such as electrical shall be installed in accordance with Sec. 8-151(4); and
- (g) Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below regulatory flood protection elevation in conformance with Sec. 8-152(4)(c).

An accessory structure with a footprint less than 150 square feet or that is a minimal investment of \$3,000.00 or less and satisfies the criteria outlined above is not required to meet the elevation or floodproofing standards of Article 5, Section B (2). Elevation or floodproofing certifications are required for all other accessory structures in accordance with Article 4, Section B(3).

(9) Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area or Future Conditions Flood Hazard Area, the following criteria shall be met:

- (a) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;
- (b) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is

designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;

- (c) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section 8-1-52 of this Article shall be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.
- (d) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:
 - (i) At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 - (ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(10) Other Development.

- (a) Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 8-151 of this ordinance.
- (b) Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 8-151 of this ordinance.
- (c) Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 8-151 of this ordinance.

Sec. 8-153. Standards for floodplains without established base flood elevations.

Within the Special Flood Hazard Areas designated as Approximate Zone A and established in Sec. 8-87, where no Base Flood Elevation (BFE) data has been provided by FEMA, the following provisions, in addition to Sec. 8-151 and Sec. 8-152, shall apply:

(1) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within a distance of twenty (20) feet each side from top of bank or five times the width of the stream, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

(2) The BFE used in determining the regulatory flood protection elevation shall be determined based on one of the following criteria set in priority order:

- (a) If Base Flood Elevation (BFE) data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this

ordinance and shall be elevated or floodproofed in accordance with standards in Sec. 8-123 (11) and (12).

(b) All subdivision, manufactured home park and other development proposals shall provide Base Flood Elevation (BFE) data if development is greater than five (5) acres or has more than fifty (50) lots/manufactured home sites. Such Base Flood Elevation (BFE) data shall be adopted by reference per Sec. 8-87 to be utilized in implementing this ordinance.

(c) When Base Flood Elevation (BFE) data is not available from a Federal, State, or other source as outlined above, the reference level shall be elevated to or above the regulatory flood protection elevation, as defined in Sec. 8-85.

(3) Cross Drainage Area Standards and Restrictions. For any new proposed development subject to flooding which includes, but is not limited to, those lots along any significant watercourse, whether or not the stream or water course is enclosed with a pipe or culvert; the applicant shall make a determination of the crest elevation of the flood expected to be equaled or exceeded, on average, of one time in 100 years in accordance with generally accepted engineering practice, which is to be submitted with the seal and signature of a Professional Engineer to the Director of Engineering.

(4) No proposed building lot that is wholly or partly subjected to flooding shall be approved unless there is established on the final plat a line representing an actual contour as determined by field survey at an elevation two feet above the 100-year flood crest as determined in accordance with generally accepted engineering practices. Such a line shall be known and identified on the development plan and final plat as the "Building Restriction Floodline." The area of special flood hazard area may be included within the lot containing the residential structure provided that the lot contains a usable lot area that is no less than the square footage required by the minimum square footage requirements for the particular zoning classification for the lot according to the Unified Development Ordinance. The usable lot area is defined by the area of the lot outside of the special flood hazard area as defined by a professional engineer that will contain the residential structure and required setbacks (The lot may contain 100-year floodplain). This area must be contiguous.

Sec. 8-154. Floodways and non-encroachment areas.

Areas designated as floodways or non-encroachment areas are located within the Special Flood Hazard Areas established in Sec. 8-87. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in Sec. 8-151 and Sec. 8-152, shall apply to all development within such areas:

(1) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless it has been demonstrated that:

(a) the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the floodplain administrator prior to issuance of floodplain development permit, or

(b) a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the proposed encroachment.

(2) If Sec. 8-154(1) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.

(3) No manufactured homes shall be permitted, except replacement manufactured homes in an existing manufactured home park or subdivision, provided the following provisions are met:

(a) the anchoring and the elevation standards of Sec. 8-152(3); and

(b) the no encroachment standard of Sec. 8-154(1).

SECTION 8-155. STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AO).

Located within the Special Flood Hazard Areas established in Article 3, Section B, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Article 5, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

- (1) The reference level shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of 2 feet, above the highest adjacent grade; or at least 2 feet above the highest adjacent grade if no depth number is specified.
- (2) Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Article 5, Section G(1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Article 4, Section B(3) and Article 5, Section B(2).
- (3) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

SECTION 8-156 STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AH).

Located within the Special Flood Hazard Areas established in Article 3, Section B, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to Article 5, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

- (1) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Section 8-157 STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS.

Along rivers and streams where BFE data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

- (1) Standards of Section 8-151 and Section 8-152; and
- (2) Until a regulatory floodway or non-encroachment area is designated, no encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided

demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.

Sec. 8-158 – 8-182. Reserved.

PART II: REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of the Code of the Town of Holly Springs conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

PART III: SEVERABILITY. If any section, part of a section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portion of this Ordinance and it shall be constructed 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 provisions thereof shall be held inapplicable to such holdings shall not affect the applicability thereof to any other person, property or circumstances.

PART IV: INCLUSION IN CODE. It is the intention of the Town Council as hereby ordained, that the provision of this Ordinance shall become and be made part of the Code of Ordinances 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 V: EFFECT ON RIGHTS AND LIABILITIES UNDER THE EXISTING CODE. This ordinance in part comes forward by re-enactment of some of the provisions of the flood damage prevention ordinance enacted August 16, 1994 as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the flood damage prevention ordinance of the TOWN OF HOLLY SPRINGS enacted on May 2, 2006, as amended, which are not reenacted herein are repealed.

PART VI: EFFECT UPON OUTSTANDING FLOODPLAIN DEVELOPMENT PERMITS. Nothing herein contained shall require any change in the plans, construction, size, or designated use of any development or any part thereof for which a floodplain development permit has been granted by the floodplain administrator or his or her authorized agents before the time of passage of this ordinance; provided, however, that when construction is not begun under such outstanding permit within a period of six (6) months subsequent to the date of issuance of the outstanding permit, construction or use shall be in conformity with the provisions of this ordinance.

PART VII: EFFECTIVE DATE. This ordinance shall become effective upon adoption.

PART VIII: ADOPTION CERTIFICATION. I hereby certify that this is a true and correct copy of the flood damage prevention ordinance as adopted by the Town Council of the Town of Holly Springs, North Carolina, on the 21st day of June, 2022.

Adopted this, the 21st day of June 2022.

Town of Holly Springs by

ATTEST:

Sean Mayefskie, Mayor

Linda McKinney, Town Clerk





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

Consent Agenda

Title: Resolution authorizing Wake County Tax Administrator to Levy and Collect Property Taxes for FY 2022-2023 for the Town of Holly Springs

Strategic Priority Area: Organizational Excellence

Staff Resource: Antwan Morrison, Finance

Action(s):

Adopt Council Order 22-01 directing Wake County to levy and collect property taxes for the Town of Holly Springs.

Explanation:

- For purposes of authorizing property tax collections in Fiscal Year 2022-23, Wake County requires the attached Order directing the County Tax Assessor to levy and collect property taxes for the Town of Holly Springs.

Background:

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

Funding Source(s):

General Fund

Attachment(s):

1. 2022 Tax Collection Order



Council Order: 22-01

Date Submitted: June 21, 2022

Date Adopted: June 21, 2022

**STATE OF NORTH CAROLINA
TOWN OF HOLLY SPRINGS**

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

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

Witness my hand and official seal, this 21st day of June, 2022.

Town of Holly Springs by

ATTEST:

Sean Mayefskie, Mayor

Linda McKinney, Town Clerk





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

Consent Agenda

Title: Operations Campus Design Services Contract & Reimbursement Resolution for Funding

Strategic Priority Area: Organizational Excellence

Responsible & Balanced Growth

Safe & Friendly

Staff Resource: Kimberly Keyes, Utilities and Infrastructure

Action(s):

- Award contract to ADW Architects in the amount of \$564,500 for the Operations Campus Phase-I schematic design, program verification, early site package, and project contingency funding in the amount of \$50,000 for a total of \$614,500, and authorize the Town Manager to execute the design contract.
- Approve Reimbursement Resolution 22-25, authorizing a later issuance of public funding to pay for these prior expenditures.

Explanation:

- The Operations Campus is located off of Green Oaks Parkway, on a +/- 30-acre wooded lot (Pin # 0649206441).
- It is bordered on the east by the Town of Holly Springs Wastewater Treatment Facility, located at 150 Treatment Plant Road, on the north by undeveloped commercial properties, and on the south by Utley Creek.
- Phase I consists of designing and constructing a new administration building (with possible design consideration for inclusion of a fleet maintenance facility), operations warehouse, vehicle storage, laydown area, citizens convenience center, truck canopy, and associated site work.
- The anticipated project budget for Phase 1 of the Operations Campus is \$30 million.
- Construction-Manager-At-Risk (CMAR) is anticipated to be on board by October 2022. CMAR is a delivery method which entails a commitment by the construction manager to deliver the project within a Guaranteed Maximum Price (GMP) which is based on construction documents and specifications and acts as a consultant to the owner in the design and construction phases.
- Construction of the new access road and large laydown area is anticipated in early 2023.
- Construction of buildings is anticipated to begin in Spring 2024.
- Once a final scope for Phase-I has been determined by the Town at the end of schematic design, an amendment to this contract will be provided by ADW that includes the remaining services which include Design Development, Construction Drawings/Permitting, Bidding, and Construction Administration.
- The cost for this design contract and the amendment for the remaining amount are included in the total \$30M project budget as a soft cost. The total design services

Town Council Business Meeting
June 21, 2022

anticipated for Phase-I is \$2.6 million. It is 10% of the total construction cost of \$26 Million (8% design and 2% contingency), for Phase 1.

Background:

- The town has seen consistent growth over the past several decades, beginning with a population of 900 in 1990 and with a current population that exceeds 40,000. With the population growing at this rate, the town's needs have exceeded the abilities and resources of the current Public Works facility and Town Hall building.
- We anticipate that the town's population will continue to increase at a rapid pace and reach 70,000 within the next (20) years.
- The full build-out of the Operations Campus will consist of a new fleet maintenance building, operations warehouse, administration, citizens convenience center, fueling station, vehicle wash area, storage, and laydown area.

Funding Source(s):

- Town Building Capital Projects Fund

Attachment(s):

1. 06.13.22 ADW Phase I - Schematic Design and Early Site Plan Package Contract
2. 22-25 Reimbursement Resolution - Operations Campus Project

AIA® Document B133™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the **Seventh** day of **June** in the year **Two Thousand and Twenty-Two**

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address, and other information)

Town of Holly Springs

128 S. Main Street

Holly Springs, NC 27540

and the Architect:

(Name, legal status, address, and other information)

ADW Architects, PA

2815 Coliseum Centre Drive, Suite 500

Charlotte, NC 28217

for the following Project:

(Name, location, and detailed description)

New Operations Center Schematic Design, Early Site Development Package and NCDOT Coordination

The Construction Manager (if known):

(Name, legal status, address, and other information)

To Be Determined

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

This agreement is based on the attached A & E Services Proposal Letter dated June 7, 2022.

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The program for this project will be verified by ADW Architects and the Owner.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project consists of Schematic Design for 4 new buildings and associated site work.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

An initial estimate for the cost of the work is approximately \$35,357,150. (This will likely be reduced after the first phase of the project).

Init.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To Be Determined

.2 Construction commencement date:

To Be Determined

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

To Be Determined

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

☒ [X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ [] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

Not Applicable

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

Not Applicable

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

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

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

None

Init.

§ 1.1.10 The Owner shall retain the following consultants and
(Paragraphs deleted)
contractor

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

To Be Determined

- .2 Land Surveyor:

To Be Determined

- .3 Geotechnical Engineer:

To Be Determined

- .4 Civil Engineer:

Civil Engineering will be provided by the Architect.

- .5 Other consultants and contractors:

**IT/Data/Telecommunications & Audio Visual & CCTV & Security Systems Consultants
Construction Materials & Compaction Testing Consultant
Hazardous Materials Testing and Abatement Consultant
Special Inspections Consultant
Environmental Engineering
Other Consultants as needed**

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

Keith Carlyon – Senior Principal

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(Paragraph deleted)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

**Stewart Engineering
101 North Tryon Street, Suite 1400
Charlotte, NC 28246**

- .2 Mechanical, Electrical & Plumbing Engineering:

**AME Consulting Engineers, PC
413 Dalton Avenue, Suite A
Charlotte, NC 28206**

- .3 Site/Civil Engineering and Landscape Architecture:

**CLH Design, P.A.
400 Regency Forest Drive, Suite 120
Cary, NC 27518**

Init.

.4 Fleet Services Consultant:

**WRA and Associates, LLP
Whitman, Requardt & Associates, LLP**

§ 1.1.12.2 Consultants retained under Supplemental Services:

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than **One Million Dollars (\$ 1,000,000)** for each occurrence and **Two Million Dollars (\$ 2,000,000.00)** in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **One Million Dollars (\$ 1,000,000)** per accident for bodily injury, death of any person, and property

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damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than **One Million Dollars (\$ 1,000,000** each accident, **One Million Dollars (\$ 1,000,000)** each employee, and **One Million Dollars (\$ 1,000,000)** policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than **Two Million Dollars (\$ 2,000,000)** per claim and **Two Million Dollars (\$ 2,000,000)** in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

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§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the

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Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services (Early Site Development Package Only)

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

(Paragraph deleted)

§ 3.5 Construction Documents Phase Services (Early Site Development Package Only)

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

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§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services (Early Site Development Package Only)

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Program Verification <i>(Rows deleted)</i>	Owner/Architect
§ 4.1.1.2 Building Information Model Management <i>(Rows deleted)</i>	Not Provided
§ 4.1.1.3 Detailed Cost Estimating <i>(Row deleted)</i>	Owner
§ 4.1.1.4 On-Site Project Representation <i>(Rows deleted)</i>	Not Provided
§ 4.1.1.5 Record Drawings <i>(Rows deleted)</i>	Architect
§ 4.1.1.6 Coordination of the Owner's consultants <i>(Rows deleted)</i>	Owner/Architect
§ 4.1.1.7 Commissioning	Not Provided
§ 4.1.1.8 Sustainable Project Services Pursuant to Section 4.1.3	Not Provided
§ 4.1.1.9 Fast-Track Design Services	Not Provided
§ 4.1.1.10 IT/Data/Telecommunications, Audio Visual, CCTV/ Security Systems Design, Engineering, Procurement and Installation	Owner
§ 4.1.1.11 Site Surveying	Owner
§ 4.1.1.12 Geotechnical Engineering	Owner
§ 4.1.1.13 Environmental Engineering	Owner
§ 4.1.1.14 Construction Materials & Compaction Testing	Owner
§ 4.1.1.15 Hazardous Materials Testing & Abatement	Owner
§ 4.1.1.16 Special Inspections	Owner
§ 4.1.1.17 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.18 Other services provided by specialty Consultants	Owner
§ 4.1.1.19 See Attached Architectural & Engineering Services Proposal Letter for other Services not included in the Fee	Owner

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

Programming	The program for this project has been developed by ADW Architects and the Owner. A Program Verification effort will include ADW, WRA and the Owner
Record Drawings	The Architect will provide Record Drawings that will include changes made by the Design Team throughout construction as part of the Basic Services Contract.
Coordination of Owner's Consultants	The Owner and Architect will coordinate with the Owner's consultants as part of Basic Services. All of these Consultants will have contracts directly with the Town of Holly Springs.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below:

Program verification – (See Section 4.1.2.1 Above)

Coordination of Owner's Consultants – (See Section 4.1.2.1 Above)

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Owner will provide services listed under Sections 4.1.1.3, 4.1.1.10, 4.1.1.11, 4.1.1.12, 4.1.1.13, 4.1.1.14, 4.1.1.15, 4.1.1.16, 4.1.1.17, 4.1.1.18, 4.1.1.19, through other consultants, or vendors, or CM @ Risk who have contracts directly with the Town of Holly Springs.

See attached A & E Services Proposal Letter for other services not included in Architectural & Engineering fee

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

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§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 **Two (2)** reviews by the **Civil Engineering Consultant** of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 **Up to 15 Site Visits** by the **Civil Engineering Consultant** during construction
- .3 **Two (2)** inspections by the **Civil Engineering Consultant** for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 **Two (2)** inspections by the **Civil Engineering Consultant** for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide

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the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget

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for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the

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Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Section 8.3 of this Agreement
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Mutually Agreed Upon Lump Sum Fee

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

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§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

Lump Sum Fee of \$564,500

.2 Percentage Basis

(Paragraphs deleted)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly based on rates shown in Exhibit A or a mutually agreed upon lump sum fee.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus

(Paragraphs deleted)

Zero percent (0 %).

§ 11.5 The proportion of compensation for each phase of services shall be as follows:

Programming Verification	\$33,000
Early Site Development Package	\$54,000
NCDOT Coordination	\$11,500
Schematic Design	\$466,000

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases

simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

.1 Regulatory application fees, Filing fees, Review fees, Permit fees, etc. required by Authorities having jurisdiction over the project.;

.2 All Drawing and Project Manual Printing (Process, Permitting, Construction)

(Paragraph deleted)

.3 Postage and handling of Permitting Documents and Bid Documents;

.4 Mounting, foam core, etc. for Owner requested presentation drawings.

.5 FedEx or rush delivery

(Paragraphs deleted)

.6 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

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§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

(Paragraphs deleted)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

(Paragraphs deleted)

- .3 Exhibits:

[
(Paragraphs deleted)

X]

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Schedule of Hourly Rates

Exhibit B – Schedule of Reimbursable In-House Reimbursable Printing Expenses

Exhibit C – Scope of Work

- .4 Other documents:

Architectural & Engineering Services Proposal Letter dated June 7, 2022 (Exhibit C)

Town of Holly Springs Utilities and Infrastructure Department Contract for Professional Services Checklist.

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

Keith Carlyon, Senior Principal

(Printed name, title, and license number, if required)

EXHIBIT A

Schedule of Hourly Rates

<u>ADW Staff</u>	<u>Rate per Hour</u>
Principal	\$175
Director of Design	\$155
Project Manager	\$145
Project Architect	\$130
Project Architect Assistant	\$105
Interior Designer	\$115
Construction Contract Administrator	\$130
Administrative / Clerical	\$65

Exhibit B

Schedule of In-House Reimbursable Printing Expenses

Black & White Print Size

Cost per Sheet

8 1/2 x 11	\$0.16
12 x 18	\$0.60
15 x 21	\$0.55
18 x 24	\$0.75
24 x 36	\$1.50
30 x 42	\$2.20
36 x 48	\$2.75
Reproducible	\$4.50

Color Print Size

Cost per Sheet

8 1/2 x 11	\$0.50
12 x 18	\$0.75
15 x 21	\$30.00
18 x 24	\$37.00
24 x 36	\$60.00
30 x 42	\$105.00
36 x 48	\$120.00

Specification Manuals

Per No. of Pages

1 - 200 pages	\$40.00
201 - 300 pages	\$50.00
301 - 400 pages	\$55.00
401 - 500 pages	\$65.00
501 - 600 pages	\$70.00

Revised
June 7, 2022

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

Re: Architectural and Engineering Services Proposal for the new Operations Campus (Phase 1)

Dear Kimberly:

ADW Architects is pleased to provide you this proposal (part 1 of 2) for Architectural and Engineering Services needed for your new Operations Campus project. We will provide Architectural and Engineering Basic Services as per the American Institute of Architects Standard Form of Agreement Between Owner and Architect B133-2019 (construction manager at constructor edition).

The Fee will be broken into 2 parts. Part one is shown below and carries the design team thru Schematic Design. Once a final scope has been determined by the Town at the end of Schematic Design, an amendment to the fee will be provided that includes the remaining services which include Design Development, Construction Drawings/Permitting, Bidding and finally Construction Administration. This allows the Town to develop the design and cost estimation for more buildings than are currently budgeted for and to make a final call on which buildings to include in Part 2 after schematic design.

Part 1 included in this fee proposal includes the Services as follows:

1. **Programming Verification** – Based on the full buildout cost of \$60+million to a current phase 1 budget of \$30 million, the design team will need to work with each group and Town leadership to decide which parts of the overall programming effort will remain in the initial phase 1 scope. WRA, our fleet specialist, will be involved with this effort as well. Also, with the hiring of a new fleet maintenance manager some of the previous programming will likely change. This effort will need to occur prior to beginning Schematic Design.

a. Total fee for this work: \$33,000

2. **Early Site Development Package** – This effort will focus on developing the temporary access road to the site. This work will include a large lay-down area for the use of the Town. Later, this road will also serve as the primary construction entrance to our site since the new DOT road is not expected to be complete until a later date. This package will be developed thru 100% completion of construction drawings (and permitting) and given to the CMAR to bid early and begin construction as soon as possible.

a. Total fee for this work: \$54,000

3. **NCDOT Coordination** – Additional work by the Civil Engineer is anticipated with the new NCDOT road that is currently being designed by others. This fee will include coordination of proposed drive connections with the proposed NCDOT road, attendance at up to 5 coordination meetings with the Town of Holly Springs and NCDOT, provision of up to 5 coordination exhibits showing conceptual property boundaries and coordination of the final NCDOT road with the construction drawings.

a. Total fee for this work: \$11,500

4. **Schematic Design** – The schematic design phase will include the Administration Building, the Operations Building, the Fleet Maintenance Building and one of the Covered Truck Parking structures. In addition to the buildings, the overall site design for these buildings will be developed. In Schematic Design we will provide building floor plans, building 3-D exterior designs and overall site plan designs. It will also include a structural narrative, plumbing/fire protection/mechanical/electrical narratives for each building (including how to best use the sustainability allowance). All of these items will be delivered to the CMAR to help them price the full Schematic Design.

a. Total fee for this work: \$466,000

The Schematic Design Fee is based on the current pre-design scope as follows:

- a. 26,300 sf 2-story steel framed administration building (pre-design construction estimate of \$10,086,050)
- b. 28,000 sf 1-story (pre-engineered operations building (pre-design construction estimate of \$9,345,600)
- c. 12,000 sf 1-story fleet maintenance building (pre-design construction estimate of \$8,226,000)
- d. 8,000 sf truck parking pre-engineered canopy (pre-design construction estimate of \$849,600)
- e. Site development for phase 1 and infrastructure for the future as the budget allows (pre-design construction estimate of \$6,849,900)

Total building and site construction pre-design estimate: \$35,357,150. The \$466,000 Schematic Design Fee is equal to 15% of an overall fee of 8.8% of the construction cost estimates.

In summary, the total fee for Part 1 would be as follows;

1. Programming Verification	\$ 33,000
2. Early Site Development Package	\$ 54,000
3. NCDOT Coordination	\$ 11,500
4. Schematic Design	\$ 466,000
Total Fee for Part 1:	\$ 564,500

The following Services are not included in the fees noted above;

1. Part 2 of the fee as noted above
2. Geotechnical testing work
3. Survey work
4. Hydrant flow test
5. Rezoning, Annexation, or other similar items
6. Work other than coordination effort noted above on new NCDOT road
7. Off-site easements or right-of-way acquisitions for temporary road (by others)
8. Easement platting and recording for temporary road (by others)
9. environmental assessments/engineering, impact statements (by others if needed)
10. Final design effort for the final road from Bumgardner Drive Extension (by NCDOT at a later date)
11. Wetland and stream delineation
12. Private sewer pump station and off-site sewer extension
13. Environmental impact permitting – off site sewer extension
14. Off-site water service
15. Tree Survey
16. Audio Video design (by owner's vendors in Part 2)
17. Security systems design (by owner's vendors in Part 2)
18. IT systems design (by owner's vendor in Part 2)
19. Independent construction materials & compaction testing
20. Special Inspections required by the NC Building Code
21. Traffic impact analysis, traffic studies, traffic signal design
22. Design for LEED Certification
23. Building commissioning
24. Fuel systems design / engineering

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

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

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

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

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

Our Consultants would be as follows;

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

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

Mechanical, Electrical & Plumbing Engineering
AME Consulting Engineers, PC
413 Dalton Avenue, Suite A
Charlotte, N.C. 28206

Fleet Services Consultant
WRA and Associates, LLP
Whitman, Requardt & Associates, LLP

Part 2 of the fee, which will be provided after the final scope of the project is selected by the Town, will be calculated as follows; total construction cost of the project (including construction and contractor contingencies) times 8.8% times 85%.

Kimberly, we appreciate the opportunity to provide this proposal. If you have any questions or concerns, or if we have misinterpreted your needed scope of services, please do not hesitate to contact us. If everything looks good, please let us know and we will put together a draft of the AIA B133-2019 Contract for your review. We look forward to starting the next phase on this exciting Project.

Sincerely,
ADW Architects



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



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



**UTILITES AND INFRASTRUCTURE DEPARTMENT
CONTRACT FOR PROFESSIONAL SERVICES
CHECKLIST**

The following items are required on ALL CONTRACTS that are being submitted to the TOHS. Contracts shall be submitted with this form attached to the contract. Make sure all of the following are included in the contract prior to submission.

GENERAL

- ☐ Company name that is submitting the Contract, indicating what type of business entity (sole proprietor, partnership, corporation, LLC)
- ☐ Primary contact person (name, address, and phone number) and primary responsible person
- ☐ E-Verify Affidavit form signed and return to Town with Contract during review
- ☐ The Scope of the Contract. A detailed written scope shall be included within the contract documents that is in full agreement with the work expected to be completed.
- ☐ Complete description of where the work is to be performed and an exhibit map included
- ☐ Statement that specifies that when work is complete, Town will have ownership of all work products.
- ☐ Schedule must be included in the initial contract that specifies all major milestones and expected delivery dates from start to finish of the scoped work. This schedule will be updated and submitted with each monthly invoice and shall also include permit status, possible design issues or any other concerns.
- ☐ A statement that the TOHS will have an opportunity to review and/or inspect the deliverables prior to final. Deliverables for engineering work shall be in the form of mylar and paper copy, as well as electronic (CAD) format, or as otherwise specified.
- ☐ Statement or specify the extent and manner of liability.
- ☐ Statement or specify in the contract whether the contract will be paid:
 - ☐ Hourly with no maximum stated – if so, include the total estimated number of hours and provide a schedule of values
 - ☐ Hourly with an amount stated as as a Not to Exceed – include a schedule of values to include standard hourly rates and administrative expenses, of any) for unforeseen additional issues, may need a schedule of values as well
 - ☐ Fixed or Flat fee amount. Contractor is warranting that the work will be completed for an amount regardless of any other costs incurred by the contractor or owner or other.
- ☐ Statement in the contract which payment option:
 - ☐ Monthly, if so by what date is the invoice to be paid by (allow 30 days)? _____
 - ☐ Upon completion
 - ☐ Breakdown percentages upon which payment would be due:
 - _____ 25%
 - _____ 50%
 - _____ 75%
 - _____ 100%
- ☐ If applicable and desired by town as part of scope, include grant/loan management scope and attach the grant or agreement that is to be followed
- ☐ Statement that all invoices must be submitted with a detailed description of hours and each invoice shall contain the statement below:

I hereby certify that these hours spent are true and accurate.

Name

Date

- ☐ Statement that all invoices submitted under the contract will contain:
 - ☐ Town's project Number
- ☐ Statement that consultant is to assist any necessary audit processes through the Holly Springs Finance Department if necessary; note that when a \$100,000 or greater grant or loan is involved, a more in-depth audit process will be required.
- ☐ Statement that all mileage, copying, courier delivery, meals, postage and other miscellaneous expenditures must be included in the total amount of the approved contract.



UTILITIES AND INFRASTRUCTURE DEPARTMENT CONTRACT FOR PROFESSIONAL SERVICES CHECKLIST

The following items are required on ALL CONTRACTS that are being submitted to the TOHS. Contracts shall be submitted with this form attached to the contract. Make sure all of the following are included in the contract prior to submission.

- ☐ Any research, references
- ☐ Include meetings, TC Mtgs, Pre-Bid Mtg
- ☐ Prepare Contract Docs with base HS Docs
- ☐ Evaluate cost comparisons/alternates
- ☐ Prepare Engineers opinion of cost with each submittal
- ☐ Schedule update monthly or when milestone changes.
- ☐ Show utilities on cross section sheets.

Survey/ Plat Work

- ☐ Plats should be in conformance with NCGS 47-30 and be suitable for recording.
- ☐ Easement plats will be submitted for typical plat review according to the Town of Holly Springs Engineering Department practices as part of the approval process
- ☐ If a plat is for additional R/W for a road-widening project and a parcel is deeded to the center of the road then the legal description for the R/W will run to the center of the roadway and a total and net area should be shown.
- ☐ Each parcel should have the following information:
 - ☐ Owner's name
 - ☐ Address, of record
 - ☐ PIN
 - ☐ Deed book and page of reference for the parcel
- ☐ Easement table should include the following information:
 - ☐ Type of easement and area of easement to nearest sq. ft.
 - ☐ If applicable, show area of easement within R/W easement and net of R/W easement
 - ☐ Easement table should be included on the sheet with the corresponding parcel, not in a table on a separate Plat
 - ☐ Easement table and line table (if applicable) should be included on the sheet with the corresponding parcel, not in a table on a separate plat.
- ☐ Field-located property corners (typically existing iron pipes – EIPs) should be clearly shown and identified and a clear distinction made between EIPs and computed corners.
- ☐ Location of driveways and building corners shall be shown even if they are outside the stated corridor
- ☐ Separate line types should be used for different easement types
- ☐ Digital legal descriptions will be provided for the Town's use in MS word or other approved word processing format
- ☐ Structures including wells, septic tanks, outbuildings, etc. within 50 feet of any proposed easement or R/W shall be field located and shown on the plats

CONTRACTS FOR UTILITY RELOCATION MUST INCLUDE:

- ☐ Timeframe for relocation (Either date or arbitrary weeks from NTP)
- ☐ Schematic of the location of the existing facilities
- ☐ Schematic of the location of the proposed facilities

CONSTRUCTION ADMINISTRATION (Note: this section to be customized)

- ☐ Prepare all Work Change Directives and Change Orders
- ☐ Prepare inspection reports/daily inspection diaries
- ☐ Host and schedule biweekly meetings at Town Hall with the contractor and town staff
- ☐ Respond to all RFI
- ☐ Review Submittals
- ☐ Perform daily erosion control field reviews and notify contractor of any necessary corrective action
- ☐ Get copies of and review bypass pumping diaries. Compile diaries at conclusion of project and deliver to town staff



Resolution No. 22-25

Date Adopted: June 21, 2022

Effective Date: June 21, 2022

**REIMBURSEMENT RESOLUTION
OPERATIONS CAMPUS PROJECT**

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

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

Section 2. The project consists of the construction of a new administration building, operations building and fleet maintenance building, etc. known as the Town of Holly Springs Operation Campus, including design, land acquisition, construction, and construction management of the fire station and other civil engineering work necessary for the site, together with the payment of related financing costs and other necessary or incidental costs.

Section 3. The Town intends to finance the project. The expected type of financing (which is subject to change) is limited obligation bonds. The expected maximum amount of bonds or other obligations to be issued or contracted for the project is \$30,000,000.

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

Adopted this, the 21st day of June 2022.

ATTEST:



Sean Mayefskie, Mayor

Linda C. McKinney, Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 13.

Consent Agenda

Title: Friendship Utilities - Procurement of Construction Materials

Strategic Priority Area: Economic Prosperity & Diversity

Responsible & Balanced Growth

Safe & Friendly

Staff Resource: Aaron Levitt, Utilities and Infrastructure

Action(s):

Approve \$2,000,000 for material procurement for use on the Friendship Utilities Project.

Explanation:

- In August of 2021, Amgen announced plans to develop a new manufacturing facility in North America at the Holly Springs Friendship Innovation Park site.
- In order to supply this project with utility services, the Town must undertake the extension of potable water, reclaimed water, sewer force main and sewer pump station.
- In order to complete this keystone project on time and within budget, the Town has elected to complete the process using an alternative project delivery method, progressive design-build.
- The design-build process varies from prior project delivery methods the town has become accustomed to. A summary and status is provided below:
 - Complete: Design Build Team Selection (Souther Cross - Timmons Group)
 - Complete: Pre-Construction Design
 - Complete: Execution of Phase 1 services (pre-construction) contract (Town Council Approved 11-30-21)
 - In Progress: Early procurement of materials: over \$1M of materials have been received and stored.
 - In Progress: Execution of Phase 2 service contract will be presented to council on July 19, 2022;
 - Not Started: Construction, inspections, and testing until the project is accepted and put into service
- This request includes additional advanced procurement of materials in the amount of \$2,000,000.

Background:

- In August of 2021, Amgen announced plans to develop a new manufacturing facility in North America at the Holly Springs Friendship Innovation Park site.
- In order to serve the site and the northwest region (including Amgen) with water/sewer/reclaimed utilities, the Town will need to install approximately 9 miles of pipelines from the Business Park.

- The previously approved infrastructure reimbursement agreement (IRA) commits the town to the following:
 - Completing the utility extension construction by February 28, 2023
 - Town and Developer must engage in Joint Cooperation during construction, which means shared efforts to save money through the design build process, where possible
- The Design-Build method has the following characteristics which make it the preferred project delivery method:
 - Quick procurement of design/construction professionals
 - Reduced time to the start of construction
 - Design Flexibility
 - Reduced Risk for the Town
 - Reduced staff involvement
 - Budget stability
 - Reduced Risk

Funding Source(s):

Water Capital Project Fund

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 14.

Consent Agenda

Title: NC Biotechnology Center Partnership Development Grant - FUJIFILM Diosynth Biotechnologies

Strategic Priority Area: Economic Prosperity & Diversity

Staff Resource: Irena Krstanovic, Director, Economic Development

Action(s):

- Accept North Carolina Biotechnology Center's Partnership Development Grant (PDG) for \$175,000 for the benefit of middle and high schools serving Holly Springs residents.
- Approve Agreements - (1) Grant Agreement between NC Biotechnology Center and Town to receive \$175,000 & (2) Performance Agreement between the Town and FUJIFILM Diosynth Biotechnologies.
- Adopt Grants and Special Project Ordinance (22-27) to appropriate \$175,000.
- Authorize the Town Manager, Attorney, and Finance Director to sign and execute the town agreements, subject to minor modifications acceptable to the town's manager.

Explanation:

- The NC Biotechnology Center's Partnership Development Grant (PDG) was one incentive offered as part of a state-wide Economic Development incentive package to attract Amgen to North Carolina.
- Upon approval, the PDG will also award FUJIFILM Diosynth \$175,000 to provide a variety of support and engagement opportunities to teachers and students through scholarships.
- FUJIFILM Diosynth has chosen to use the grant funds to provide financial support and access to STEM-focused programming and opportunities for teachers and students of middle schools and high schools serving Holly Springs residents.
- The Grant Agreement defines the parameters for distribution of the grant funds. The grant will be distributed to the Town by the NC Biotechnology Center.
- The Performance Agreement is between the Town and FUJIFILM Diosynth and addresses the following:
 - the use of the Grant Funds by the Company;
 - the Company's performance in creating or attracting new jobs in the Town;
 - the circumstances under which the Company will be required to repay the Grant Funds; and
 - the Company's reporting obligations

Background:

- FUJIFILM Diosynth Biotechnologies announced Holly Springs as its chosen location in

March 2021.

- FUJIFILM Diosynth has proposed to make a capital investment of \$2B and create 725 jobs.
- The Town Council approved FUJIFILM's Development Plan on December 7, 2021.
- Some of the Town Council participated in FUJIFILM's Groundbreaking Ceremony on October 14, 2021.
- The Partnership Development Grant (PDG) is designed to support North Carolina communities in attracting life science jobs and investment.
- The PDG is a performance-based program created on net new job growth in North Carolina as part of a defined company expansion or relocation project.
- The Grants and Special Revenue Ordinance (22-27) increases the total fund appropriation by \$175,000 from the previously approved ordinance.

Funding Source(s):

Grant funds of \$175,000 to be received from the NC Biotechnology Center

Attachment(s):

1. 22-27 Grants and Special Revenue Ordinance
2. Project Galaxy_NCBiotech PDG Performance Agreement_20220609
3. Project Galaxy_NCBiotech PDG Grant Agreement_20220609
4. Project Galaxy_NCBiotech EDA LOI_20201229
5. Project Galaxy_NCBiotech PDG LOA_20210827



Ordinance No. 22-27

Date Submitted: June 21, 2022

Date Adopted: June 21, 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 21, 2022

Grant and Special Revenue Fund	
Expenditures:	
Code Enforcement	1,980,512
Police	345,858
General Government	261,891
Parks and Recreation	39,063
Total	2,627,324

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	294,857
Miscellaneous Revenues	24,864
Total	2,627,324

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 21, 2022 in accordance with the laws of the State of North Carolina.

Adopted this, the 21st day of June 2022.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk



NORTH CAROLINA BIOTECHNOLOGY CENTER PARTNERSHIP DEVELOPMENT GRANT PERFORMANCE AGREEMENT

This Performance Agreement (this “**Performance Agreement**”) is entered into on the _____ day of _____, 2022, by and between the Town of Holly Springs, North Carolina (the “**LUG**”) and FUJIFILM Diosynth Biotechnologies North Carolina, Inc. (the “**Company**”).

WHEREAS, the Company is a contract development and manufacturing organization focused on the process development and manufacture of pre-clinical, clinical, and commercial biopharmaceuticals; and

WHEREAS, the LUG has been awarded a two hundred thousand dollar (\$200,000) Partnership Development Grant (the “**Grant**”) from the North Carolina Biotechnology Center (the “**Center**”), to support an incentive from the LUG to induce the Company to establish, expand, and maintain a business operation in the Town of Holly Springs, NC (the “**Project**”); and

WHEREAS, the LUG has agreed to administer the Grant pursuant to the terms and conditions of a Grant Agreement (attached hereto as Attachment 1 and incorporated into this Performance Agreement as if fully set forth herein) between the LUG and the Center; and

WHEREAS, terms contained in the Grant Agreement between the LUG and the Center require the LUG to enter into a Performance Agreement with the Company to address the following:

- (1) the disbursement of the Grant Funds (as defined below) by the LUG to the Company;
- (2) the use of the Grant Funds by the Company;
- (3) the Company’s performance in creating or attracting new jobs in the LUG;
- (4) the circumstances under which the Company will be required to repay the Grant Funds; and
- (5) the Company’s reporting obligations.

NOW THEREFORE, the LUG and the Company knowingly and willingly enter into this Performance Agreement for the purposes set forth above, and hereby agree to the following terms and conditions:

1. Disbursement of Funds.

(a) Of the total grant of \$200,000 (the “**Grant Funds**”), the Parties understand that the LUG is to receive \$175,000 of the Grant Funds from the Center, and that the Center will retain \$25,000 of the Grant Funds for the purposes described in Exhibit A to the Grant Agreement. As soon as practicable after receipt, the LUG shall disburse to the Company the full sum of one hundred and seventy-five thousand dollars (\$175,000) in one lump sum as an economic development incentive.

(b) The obligation to disburse any amount to the Company under this Performance Agreement is contingent upon the availability of funds to the Center for such purpose, and the payment of such funds to the LUG to administer to the Company.

(c) For purposes of this Performance Agreement, all documents referred to as Exhibit A of the Grant Agreement between the LUG and the Center shall be considered a part of this Performance Agreement as if fully set forth herein. Funds awarded under the Grant Agreement will not be transferred by the Center to the LUG prior to the completion of the documents required by the Grant Agreement (including those referred to in Exhibit A thereto), which shall be completed and certified where required.

2. Use of Funds.

(a) The Grant Funds shall be used by the Company to support its business activities that relate to the life sciences and to create and attract life science-related jobs based in the geographic area of the LUG. The Grant Funds shall be used in a manner that provides sustainable benefit to both the Company and LUG in support of growth of the area's life science community. Acceptable uses of Grant Funds are project dependent based on, but not limited to, company/project size, status, and resources. Examples include, without limitation, support for talent preparation and optimization, infrastructure investments, community education, improvements of facilities, and the acquisition of equipment (placed in service and remaining in service in North Carolina for a minimum of three (3) years), each in support of the Company's life science operations and LUG's life science community. Grant Funds shall only be used for the purposes for which they are granted.

(b) All Grant Funds must be expended by the Company no later than the date exactly three (3) years following the specific date upon which the Company initially certifies existing jobs (the "**Jobs Start Date**"). This date exactly three (3) years following the Jobs Start Date shall be referred to as the "**Jobs End Date**".

3. Company Performance.

(a) As of the Jobs End Date, the Company shall employ at least two hundred seventy (270) new full-time persons above and beyond the number of Project-related employees based in Wake County as of the Jobs Start Date (the "**Minimum Job Requirement**"). The Company shall certify the number of jobs as of the Jobs End Date and provide evidence of such number if requested by the LUG or the Center. As used herein, (i) "**Number of Jobs Created**" means an amount equal to the number of jobs certified by the Company at the Jobs End Date minus the number of jobs certified by the Company at the Jobs Start Date and (ii) "**New Minimum Job Requirement**" means the actual Number of Jobs Created, but shall not be an amount greater than the original Minimum Job Requirement. Except as set forth below, the number of jobs certified at any time hereunder is the number of jobs of the Company based in the geographic area of the LUG. Number of Jobs Created represents net new full-time jobs at the Company based in the geographical area of the Local Unit of Government and cannot include employees transferred or relocated from another Company site in North Carolina unless otherwise agreed to by the Center, Local Unit of Government, and the Company. However, notwithstanding anything to the contrary

in this Agreement: (1) the Center, the LUG and the Company understand that, as of the effective date, the Company has begun hiring for the Project in other locations in Wake County that it intends to relocate to the Town of Holly Springs once construction progress permits as much, (2) upon completion of construction, some positions will move from the Company's other facilities in Wake County to the Town of Holly Springs, and (3) such positions may be counted to meet the Minimum Job Requirement and Number of Jobs Created under this Agreement so long as they represent net new employment for NC for the Project and exceed the Minimum Job Requirement.

(b) As of the date one (1) year following the Jobs End Date (the “**End of Maintenance Date**”), the Company shall employ no fewer full-time persons based in the geographic area of the LUG than the New Minimum Job Requirement. The Company shall certify the number of jobs as of the End of Maintenance Date and provide evidence of such number if requested by the LUG or the Center.

4. Repayment by the Company.

(a) If the Company does not satisfy the Minimum Job Requirement as of the Jobs End Date, then the Company shall pay the LUG seven hundred forty-one dollars (\$741) for each job below the established Minimum Job Requirement threshold. Any such payment shall be due from the Company to the LUG no more than sixty (60) days following the Jobs End Date.

(b) If the Company does not maintain the New Minimum Job Requirement as of End of Maintenance Date, then the Company shall pay the LUG seven hundred forty-one dollars (\$741) for each job below the New Minimum Job Requirement. Any such payment shall be due from the Company to the LUG no more than sixty (60) days following the End of Maintenance Date. However, in calculating payments due under this Paragraph 4(b), the Company shall be given credit for any previous payments made for job shortfalls under Paragraph 4(a). For example, the Company shall not be required to pay for failing to satisfy the Minimum Job Requirement by the Jobs End Date, as well as maintaining the Minimum Job Requirement as of the End of Maintenance Date, for the same position the company is short.

5. Reporting Obligations; Site Visits.

(a) The Company shall provide the LUG with annual reports documenting the Company's receipt and expenditure of Grant Funds during the year and the number of full-time employees of the Company based in the LUG during the year. Upon request, the Company shall provide the LUG with any supporting documentation such as redacted and anonymized copies of forms filed with the N.C. Employment Security Commission, which shall be treated confidentially and only used for purposes of this Performance Agreement and the Grant Agreement, so long as the documents are indicated as confidential. Such reports shall be received, annually, by the LUG no later than thirty (30) days following each anniversary of the Jobs Start Date. The Company shall also provide the LUG with a summary report no later than ninety (90) days following the Jobs End Date documenting final use of the Grant Funds and summarizing the overall uses and benefits to the LUG of the Grant, including the total number of jobs created over the three (3) year period beginning on the Jobs Start Date. Any unexpended Grant Funds as of the Jobs End Date shall be remitted by the Company to the LUG within sixty (60) days after the Jobs End Date. Any use of

Grant Funds by the Company not satisfying the requirements as described in Section 2 above are due from the Company to the LUG no later than one-hundred sixty (160) days following the Jobs End Date. In addition, the Company shall provide the LUG with a final report no later than ninety (90) days following the End of Maintenance Date which shall include relevant employment information related to the requirements set forth above.

(b) The Company shall retain all financial records, supporting documents, and other pertinent Project records related to the Grant for a period of five (5) years from the date of termination of this Performance Agreement. In the event such records are audited, all Grant-related records shall be retained beyond the five-year period until any and all audit findings have been resolved. The Company agrees to make available to the LUG, or its designated representative, all of its records directly pertaining to Grant Fund expenditures which relate to the Project, and agrees to allow the Center or said representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity specifically relating to Grant Fund expenditures which relate to the Project. Access to these records shall be allowed upon prior request at any time during normal business hours and as often as the LUG or said representative may reasonably deem necessary.

(c) The Company hereby acknowledges and agrees that the staff of each of the LUG and the Center shall be permitted to make site visits to the location of the Project as may be necessary for each of the LUG and the Center to monitor and confirm compliance with the terms of the Grant Agreement and this Performance Agreement, including, without limitation, with respect to the use and expenditure of the Grant Funds by the Company. The Company shall be given reasonable advance notice of any site visit, which will be scheduled during regular business hours unless other mutually acceptable arrangements are agreed upon. Such LUG and Center staff shall adhere to all company safety and confidentiality requirements while on site.

6. Applicable Law. This Performance Agreement shall be construed and enforced under the laws of the State of North Carolina, excluding its conflict of law principles.

7. Notice. All notices required or permitted to be delivered hereunder shall be in writing and shall be (i) personally delivered, (ii) sent by email or facsimile (with a copy sent the same day by certified mail, postage prepaid), or (iii) sent by Federal Express or other nationally recognized overnight delivery service, addressed as follows:

LUG:

Irena Krstanovic
Economic Development Director
Town of Holly Springs
P.O. Box 8
Holly Springs, NC 27540
Email: irena.krstanovic@hollyspringsnc.gov

Company:

Sarah Gaskill
Head of Sustainability & Environmental
Social, and Governance
11751 New Hill Holly Springs Road
Holly Springs, NC 27539
Email: sarah.gaskill@fujifilm.com

With a copy to:

FUJIFILM Holdings America Corporation

200 Summit Lake Drive
Valhalla, NY 10595-1356
Fax: 914-789-8514
E-mail: legaldepartment@fujifilm.com
Attention: Legal Department

or addressed to such other address or to the attention of such other individual as the LUG or the Company shall have specified in a notice delivered pursuant to this Section 7. Notice shall be deemed effective on the date dispatched if by personal delivery, on the date transmitted by email or facsimile (if confirmed by mail pursuant to this Section 7) or two (2) days after mailing if by Federal Express or other nationally recognized overnight delivery service.

8. Term and Termination. This Performance Agreement shall remain in effect for a period of six (6) years, unless sooner terminated. This Performance Agreement may be terminated or extended upon written consent of each of the Company, the LUG and the Center.

9. Indemnification. In its role as the administrator of the economic incentive grant from the Center to the Company, the LUG shall have no liability, whatsoever, resulting from the acts or omissions of the Company, its agents or employees, and in the event that a claim or lawsuit is filed against the LUG in relation to this Performance Agreement for the acts or omissions of the Company, its agents or employees, the Company shall defend and indemnify the LUG for any costs, expenses, or liability associated therewith. The Company agrees to obtain and maintain insurance or otherwise protect itself or others as it may deem desirable.

10. Compliance with the Law. The Company shall take all actions necessary to fully comply with the applicable requirements contained in Chapter 143C of the North Carolina General Statutes, including the rules and reporting requirements thereunder (including, without limitation, 09 NCAC Subchapter 03M.0205) (as such statutes, rules and requirements may be amended from time to time). For convenience, the current reporting thresholds applicable to the Grant, established for recipients and subrecipients receiving State funds, are stated below:

At least \$25,000 but less than \$500,000 (Level II)—A recipient or subrecipient that receives, holds, uses, or expends State funds in an amount of at least twenty-five thousand (\$25,000) or greater but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including: (a) a certification completed by the recipient or subrecipient stating that the State funds were received, held, used, or expended for the purposes for which they were granted; (b) an accounting of the State funds received, held, used, or expended; and (c) a description of activities and accomplishments undertaken by the recipient or subrecipient with the State funds, including reporting on any performance measures established in the contract. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three months after the end of the recipient's or subrecipient's fiscal year.

Such thresholds and requirements may change from time to time and the Company should review the applicable statutes, rules and requirements to determine the then-applicable thresholds and reporting requirements.

(Signatures appear on the following page)

IN WITNESS WHEREOF, each of the parties hereto have executed this Performance Agreement as of the date below, effective as the date first above written.

LUG:

Town of Holly Springs

By: _____

Name: _____

Title: _____

Date: _____

COMPANY:

FUJIFILM Diosynth Biotechnologies North
Carolina, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Attachment 1
(Project Galaxy Grant Agreement between Center and LUG)

NORTH CAROLINA BIOTECHNOLOGY CENTER PARTNERSHIP DEVELOPMENT GRANT GRANT AGREEMENT

This GRANT AGREEMENT (this “**Agreement**”) is entered into this ____ day of _____, 2022, by and between the Town of Holly Springs (hereinafter referred to as the “**Local Unit of Government**”) and the North Carolina Biotechnology Center (hereinafter referred to as the “**Center**”).

This Agreement defines the parameters for distribution of a Partnership Development Grant from the Center to the Local Unit of Government to support job creation through Project Galaxy (the “**Project**”) in collaboration with a life science company (hereinafter referred to as the “**Company**”).

For purposes of this Agreement, the following definitions shall apply:

Award Letter of Intent: The letter provided by the Center to the Local Unit of Government and the Company indicating the Center’s intent to award the Grant.

Performance Agreement: The Performance Agreement between the Local Unit of Government and the Company. This Agreement outlines the parameters of performance by the Company as required by the Local Unit of Government as the recipient and administrator of the Center grant.

Use of Funds: The budget agreed to between the Center, the Local Unit of Government and the Company which specifies how Grant Funds are to be used.

Jobs Start Date or JSD: The specific date upon which the Company will initially certify existing jobs. This date is the start date for a three (3) year period in which the Company has to create the number of new jobs promised (i.e., the Minimum Job Requirement). This date is incorporated into the Performance Agreement. The JSD is January 1, 2023.

Jobs End Date or JED: The specific date that is three (3) years following the Jobs Start Date. This date is also incorporated into the Performance Agreement. The JED is January 1, 2026.

Number of Jobs Created: This figure is an amount equal to the number of jobs certified at the JED minus the number of jobs certified at the JSD. The number of jobs certified at any time hereunder represents current full-time employees of the Company based in the geographic area of the Local Unit of Government. Except as otherwise described in the Performance Agreement, Number of Jobs Created represents net new full-time jobs at the Company based in the geographic area of the Local Unit of Government and cannot include employees transferred or relocated from another Company site in North Carolina unless otherwise agreed to by the Center, Local Unit of Government and Company.

Minimum Job Requirement: This figure is the number of new jobs based in the geographic area of the Local Unit of Government expected to be created by the Company. The Minimum Job Requirement is two hundred seventy (270).

New Minimum Job Requirement. This figure is the actual Number of Jobs Created based on the calculation as defined above, but shall not be an amount greater than the original Minimum Job Requirement, and which shall become the minimum number of jobs to be maintained for one (1) year after the Jobs End Date.

End of Maintenance Date or EOM: The specific date that is one (1) year after the Jobs End Date. This date marks the end of the jobs maintenance period in which the Company is required to maintain the New Minimum Job Requirement. The EOM date is January 1, 2027.

Grant End Date or GED: The final date of this Agreement upon which all requirements will be met. The GED is January 2, 2027.

WITNESSETH:

THAT, WHEREAS, the Center's mission is to provide long-term economic and societal benefits to North Carolina by supporting biotechnology research, business and education statewide; and

WHEREAS, biotechnology is characterized by the application of the principles of engineering and technology to the life sciences to solve problems and make products; and

WHEREAS, the Center provides direct and indirect financial assistance and support to persons and firms seeking to become involved in biotechnology/life science businesses and entrepreneurial opportunities in North Carolina; and

WHEREAS, the Company, a contract development and manufacturing organization to be based in Holly Springs, NC focused on the process development and manufacture of pre-clinical, clinical, and commercial biopharmaceuticals, is establishing a new facility in Holly Springs, NC, and the Center has agreed to provide a Partnership Development Grant (the "**Grant**") through the Local Unit of Government for the benefit of the Company to induce the Company to expand and maintain new business operations in Holly Springs, NC; and

WHEREAS, the Local Unit of Government has agreed to be the responsible pass-through agency and to administer the Grant; and

WHEREAS, the Company is expected to create two hundred seventy (270) new full-time jobs related to the life sciences in Holly Springs, NC and is expected to generate significant tax revenue for Holly Springs, NC; and

WHEREAS, the Local Unit of Government acknowledges that economic support such as the Grant serves as an important means for municipalities to attract businesses and develop local economies; and

WHEREAS, the Center desires to help the Local Unit of Government to attract new life science jobs and investment through the Grant which accordingly would constitute a public purpose; and

WHEREAS, information provided by the Company and the Local Unit of Government to the Center indicates that the Project represents a competitive project for which the Center's support

is significant to Holly Springs, NC; in creating or attracting two hundred seventy (270) new full-time jobs related to the life sciences;

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the parties hereto do mutually agree to the following terms and conditions:

1. Scope of the Project. The scope of the Project shall be clearly outlined in Exhibit A and Exhibit B which are an integral part of this Agreement.

Exhibit A provides specific details of the Project including (1) the planned Use of Funds, (2) Certification of jobs at the Jobs Start Date, Jobs End Date and at End of Maintenance Date, and (3) milestones expected to be achieved.

Exhibit B provides a general outline of the Project through the following three documents: (1) the Center Letter of Intent to support the Project, (2) the Center Letter of Affirmation confirming the intent to fund, and (3) a copy of the signed Performance Agreement.

By executing this Agreement, the Local Unit of Government hereby agrees to (a) disburse to the Company the Grant funds (the “**Grant Funds**”) unless otherwise agreed to by the Center, Local Unit of Government and Company as specified in Exhibit A, (b) enter into the Performance Agreement with the Company, which Performance Agreement shall include, without limitation, a requirement that the Company repay the Grant Funds received from the Local Unit of Government in the event that the Company fails to meet the established Minimum Jobs Requirement and shall contain other terms consistent with this Agreement, and (c) negotiate in collaboration with the Center and the Company the Use of Funds.

2. Period of Agreement. The effective period of this Agreement shall commence on the execution of this Agreement and shall terminate no later than six (6) years following the date of execution, and may be subject to earlier termination as provided herein.

3. Grant Amount. The amount of the Grant the Center grants to the Local Unit of Government is two hundred thousand dollars (\$200,000). Of the total grant of \$200,000 (the “**Grant Funds**”), the Parties understand that the Local Unit of Government is to receive \$175,000 of the Grant Funds from the Center in a single lump sum, and that the Center will retain \$25,000 of the Grant Funds for the purposes described in Exhibit A to this Agreement. It is agreed between the parties that the above-referenced sum shall represent the total amount of this Agreement, except as such amount may be amended in accordance with the terms of this Agreement.

4. Funding and Method of Payment.

(a) Prior to transferring the Grant Funds to the Local Unit of Government, the deliverables set forth in Paragraph 1 above (including Exhibit A and Exhibit B) shall have been provided to the Center by the Local Unit of Government and the Company, as applicable, in form and substance reasonably satisfactory to the Center. Upon satisfaction of such deliverable

requirements, the Center will transfer the full amount of the Grant to the Local Unit of Government within thirty (30) days thereafter.

(b) All Grant Funds received by the Local Unit of Government from the Center must be transferred to and expended by the Company no later than the Jobs End Date, unless otherwise agreed to by the Center, Local Unit of Government, and Company as specified in Exhibit A. Any unexpended Grant Funds as of the Jobs End Date shall be obtained by the Local Unit of Government from the Company and returned to the Center. Such amounts shall be paid by the Local Unit of Government to the Center no later than ninety (90) days after the Jobs End Date.

(c) As of the Jobs End Date, the Local Unit of Government shall require the Company to certify the number of jobs as of the Jobs End Date and to provide evidence of such number if requested by the Local Unit of Government or the Center. If the Company does not satisfy the Minimum Job Requirement, then the Company shall be required to pay the Local Unit of Government seven hundred forty-one dollars (\$741) for each job below the established Minimum Job Requirement threshold. If any such payment is due, the Local Unit of Government shall require it to be paid by the Company no later than sixty (60) days after the Jobs End Date, and such amount shall be returned to the Center by the Local Unit of Government no later than ninety (90) days after the Jobs End Date.

5. Reporting.

(a) Interim Reports. The Local Unit of Government shall require the Company to provide annual reports documenting the Company's receipt and expenditure of Grant Funds, as outlined in Exhibit A (a copy of which must be provided to the Center), during each of the three (3) years during which the Company is creating the new jobs. The requirements of these reports shall be as outlined in the Performance Agreement, and shall, at a minimum, provide an accounting of the use of Grant Funds to verify expenditure for purposes for which they were granted, descriptions of activities and accomplishments undertaken related to use of Grant Funds, and the number of full-time employees of the Company based in the designated Project locale during the year.

(b) Final Report. The Local Unit of Government shall require the Company to provide a final report at the End of Maintenance Date, a copy of which must be provided to the Center. The final report is due no later than ninety (90) days following the EOM. The final report must document final use of the Grant Funds, as outlined in Exhibit A, and summarize the overall benefits to the Local Unit of Government of the Grant, including the total number of jobs created and maintained under the Project and certified to the Local Unit of Government. If at the End of Maintenance Date, the Company has failed to maintain the New Minimum Job Requirement, the Company shall be required to pay the Local Unit of Government seven hundred forty-one dollars (\$741) for each job below the established New Minimum Job Requirement threshold. If any such payment is due, the Local Unit of Government shall require it to be paid by the Company not more than sixty (60) days after the End of Maintenance Date, and such amount shall be returned to the Center by the Local Unit of Government no later than ninety (90) days after the End of Maintenance Date.

(c) Audit Requirements and Reporting; Site Visits.

i. Audit Requirements and Reporting. The Local Unit of Government shall require the Company to expend the funds provided by this agreement only for the purposes for which they were granted. The Local Unit of Government and, by extension as a subgrantee, the Company, are subject to the requirements of N.C.G.S. Sections 143C-6.21, -6.22, and -6.23. The Local Unit of Government shall require the Company to comply with all the rules and reporting requirements established by statute or administrative rules from time to time, including the foregoing Sections of N.C.G.S. 143C and 09 NCAC Subchapter 03M.0205 (as such statutes, rules and requirements may be amended from time to time). For convenience, the current reporting thresholds applicable to the Grant, established for recipients and subrecipients receiving State funds, are stated below:

At least \$25,000 but less than \$500,000 (Level II)—A recipient or subrecipient that receives, holds, uses, or expends State funds in an amount of at least twenty-five thousand (\$25,000) or greater but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including: (a) a certification completed by the recipient or subrecipient stating that the State funds were received, held, used, or expended for the purposes for which they were granted; (b) an accounting of the State funds received, held, used, or expended; and (c) a description of activities and accomplishments undertaken by the recipient or subrecipient with the State funds, including reporting on any performance measures established in the contract. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three months after the end of the recipient's or subrecipient's fiscal year.

Such thresholds and requirements may change from time to time and the Local Unit of Government should review the applicable statutes, rules and requirements to determine the then-applicable thresholds and reporting requirements.

ii. Site Visits. The Local Unit of Government shall require the Company to permit site visits to the location of the Project by Center staff or representatives of the Local Unit of Government as may be necessary for the Center to monitor and confirm compliance with the terms of this Agreement and the Performance Agreement, including, without limitation, with respect to the use and expenditure of the Grant Funds by the Company. The Company shall be given reasonable advance notice of any site visit, which will be scheduled during regular business hours unless other mutually acceptable arrangements are agreed upon. Center staff shall adhere to all reasonable safety requirements of Company while at the location of the Project.

6. Amendments. Any and all additions, deletions or other changes in this Agreement shall be effectuated by written amendment signed by the parties to this Agreement.

7. Project Records. The Local Unit of Government shall retain all financial records, supporting documents, and other pertinent Project records related to the Grant for a period of five (5) years from the date of termination of this Agreement. In the event such records are audited, all

Project records shall be retained beyond the five-year period until any and all audit findings have been resolved. The Local Unit of Government agrees to make available to the Center, or its designated representative, all of its records which relate to the Project, and agrees to allow the Center or said representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the Center or said representative may deem necessary.

8. Liabilities and Loss. The Center assumes no liability with respect to accidents, bodily injury, illness, breach of contract or any other damages or loss, or with respect to any claims arising out of any activities undertaken by the Local Unit of Government under this Agreement or by the Company under the Performance Agreement, whether with respect to persons or property of the Local Unit of Government, or third parties. The Local Unit of Government agrees to obtain and maintain insurance or otherwise protect itself or others as it may deem desirable. Further, the Center assumes no liability with respect to accidents, bodily injury, illness, breach of contract, or any other damages or loss, or with respect to any claims or losses arising out of the use of funds. Except to the extent caused by the negligence or willful misconduct of the Center or its agents, the Local Unit of Government will, to the extent and limits of its insurance and any legal limitations, indemnify, defend, and hold harmless the Center and its agents from and against any and all claims, actions, damages, losses, orders, judgements, liability, and expenses arising from the acts or omissions of the Center or its agents.

9. Availability of Funds. It is understood that the Center's obligation to pay any amounts under this Agreement is contingent upon the availability of funds for such purpose. The Center depends on sources for funding that are beyond its control. In the event that total funding in support of the Center falls below the level available when this commitment was made, the Center reserves the right to terminate this Agreement upon thirty (30) days written notice to the Local Unit of Government. All obligations of the Center to make payments under this Agreement shall cease as of the date of such termination.

10. Entire Agreement. This Agreement supersedes all prior agreements between the Center and the Local Unit of Government, and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both parties.

11. Headings. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

12. Notice. All notices required or permitted to be delivered hereunder shall be in writing and shall be (i) personally delivered, (ii) sent by email or facsimile (with a copy sent the same day by certified mail, postage prepaid), or (iii) sent by Federal Express or other nationally recognized overnight delivery service, addressed as follows:

If to the Center, to: William Bullock, Sr VP Economic Development
North Carolina Biotechnology Center
15 T. W. Alexander Drive
Research Triangle Park, NC 27709-3547
Email: bill_bullock@ncbiotech.org
Fax: 919-549-8852

If to the Local Unit:
of Government, to:

Irena Krstanovic, Economic Development Director
Town of Holly Springs
P.O. Box 8
Holly Springs, NC 27540
Email: irena.krstanovic@hollyspringsnc.gov

or addressed to such other address or to the attention of such other individual as the Center or the Local Unit of Government shall have specified in a notice delivered pursuant to this Paragraph 12. Notice shall be deemed effective on the date dispatched if by personal delivery, on the date transmitted by email or facsimile (if confirmed by mail pursuant to this Paragraph 12) or two (2) days after mailing if by Federal Express or other nationally recognized overnight delivery service.

13. Termination. Notwithstanding any other provisions of this Agreement, the parties may terminate this Agreement by mutual consent. Such termination right is in addition to the Center's other termination rights set forth in Paragraph 9. On termination, any ongoing obligations such as recordkeeping requirements described in Paragraph 7 shall continue. All obligations of the Center to advance funds under this Agreement shall cease as of the date of any such termination, and the Local Unit of Government agrees that, as a result of such termination, the Center shall not be liable to the Local Unit of Government for any compensation, losses, damages, or reimbursement of any kind.

14. Execution. This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Agreement which shall be sufficiently evidenced by one of such original counterparts.

15. Assignment. The rights, duties and obligations of the parties under this Agreement shall inure to the benefit of the parties and shall be binding upon their successors and permitted assigns. Neither this Agreement nor the respective rights, duties, obligations, and responsibilities of the Local Unit of Government may be transferred or assigned, in whole or in part, by the Local Unit of Government to any other person, firm or organization (including sub-agents) without the prior written consent of the Center. In the event of a permitted assignment, the assignee shall not be relieved of any of its duties or obligations under this Agreement, and such assignee shall agree to abide by the standards contained in the Uniform Administration of State Grants Subchapter.

16. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina, excluding its conflict of law principles.

[Signatures appear on following page]

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

TOWN OF HOLLY SPRINGS

By: _____

Print Name: _____

Title: _____

Federal Employer Identification Number: _____

NORTH CAROLINA BIOTECHNOLOGY CENTER

By: _____

Print Name: _____

Title: _____

Exhibit A**1. Use of Funds**

Grant Funds will be utilized to increase awareness of biomanufacturing careers and strengthen the talent pipeline in Wake County through supporting 1) professional development for middle school and high school teachers, and 2) experiential learning opportunities for middle school and high school students.

Professional development support will be offered to all Wake County middle school and high school teachers, but teachers in Holly Springs and Southwest Wake County will receive priority access. This support will allow teachers to complete BioNetwork's "Operations in Biotechnology Processes: An Overview" 4 day short course at Wake Tech or a similar offering.

Grant Funds will also be used to enable middle and high schools students to participate in field trip and summer experiences including NC Central University's BRITE Futures program, lab and tours at BTEC at NC State University, and/or similar experiential learning opportunities. Grant funds may be used for required materials, meals, and transportation.

For the avoidance of doubt, payments by the Company will be made on a lump sum basis (either annual or semi-annually), rather than to individual participants as expenses occur throughout the year. Additionally, specific numbers and costs set forth in the table below to arrive at the \$175,000 Total Cost for training and other experiences for students and teachers are representative estimates and not intended to constitute binding obligations for the specific number of positions or specific costs described below.

To ensure successful coordination of these activities, Grant Funds will also support a "Talent Engagement Coordinator" operating within NCBiotech's Life Science Economic Development team.

Use of funds: Item	No.	Description	Ct/Unit	Total Cost
Talent Engagement Coordinator	1	NCBiotech staff support to coordinate engagement activities over the life of the grant (~0.1 FTE)	\$25,000	\$25,000
Professional Development for Middle School and High School Teachers & Student Experience Opportunities	Approx. 100+	Professional Development: BioNetwork "Operations in Biotechnology Processes: An Overview" short course or similar; Student Experience: Biomanufacturing, sustainability, and	Approx. \$1,200 - \$4,000	\$175,000

		STEM focused summer camp and/or field trip experiences for middle school and high school students (e.g. NCCU BRITE Futures, NCSU BTEC labs & tour, or similar) including transportation, meals, and materials.		
TOTAL			\$200,000	

2. Job Creation & Investment Certification Worksheet

- a. Jobs Start Date (JSD) January 1, 2023
- b. Jobs End Date (JED) January 1, 2026
- c. End of Maintenance Date (EOM) January 1, 2027
- d. Grant End Date (GED) January 1, 2027
- e. **# jobs on JSD*** _____
- f. # jobs 1 year from JSD _____
- g. Expenditure of funds 1 year from JSD \$ _____
- h. Description of use of funds 1 year from JSD _____
- i. # jobs 2 years from JSD _____
- j. Expenditure of funds 2 years from JSD \$ _____
- k. Description of use of funds 2 years from JSD _____
- l. **# jobs 3 years from JSD (JED)*** _____
- m. Expenditure of funds 3 years from JSD \$ _____
- n. Description of use of funds 3 years from JSD _____
- o. # jobs on JED minus # jobs on JSD _____
- p. Minimum Job Requirement on JED _____
- q. Was Minimum Job Requirement met? _____
- r. New Minimum Job Requirement _____
- s. **# jobs at EOM*** _____
- t. Was New Minimum Job Requirement met? _____
- u. Description of geographic area(s) where project will locate and new jobs will be created:

Town of Holly Springs

*** # Jobs on JSD, # Jobs on JED, and # Jobs at EOM must all be certified in accordance with the terms of the Grant Agreement and as outlined in the following pages.**

Jobs on JSD

The number of existing full-time employees at the Company based in the geographical area of the Local Unit of Government administering the Grant Funds on the JSD. The JSD is the start date for a three (3) year period in which the Company has to create the number of new full-time jobs promised (i.e., Minimum Job Requirement). The JSD is January 1, 2023. # Jobs on the JSD is _____ and must be certified below by a senior executive of the company:

Company Name.

By: _____

Print Name: _____

Title: _____

Date: _____

Jobs on JED

The number of existing full-time employees at the Company based in the geographical area of the Local Unit of Government administering the Grant Funds on the JED (three years from the JSD). The JED is January 1, 2026. # Jobs on the JED is _____ as certified by a senior executive of the company:

By: _____

Print Name: _____

Title: _____

Date: _____

Jobs at EOM

The number of existing full-time employees at the Company based in the geographical area of the Local Unit of Government administering the Grant Funds at EOM (one year from the JED). The EOM date is January 1, 2027. # Jobs at the EOM is _____ as certified by a senior executive of the company:

By: _____

Print Name: _____

Title: _____

Date: _____

3. Milestones Description

(Provide a description of key project milestones that relate to, are enabled by, or result from PDG Grant Funds)

Key Project Milestones	Completion (Quarter/Year)
First two cohorts of teachers participate in professional development course; support 5 field trip/camp experiences for middle school and high school students	Q4 2023
Second set of teacher cohorts participate in professional development course; support 5 field trip/camp experiences for middle school and high school students	Q4 2024
Third set of teacher cohorts participate in professional development course; support 5 field trip/camp experiences for middle school and high school students	Q4 2025

Key Hiring Milestones	Completion (Quarter/Year)
Hire 90 new FTEs	December 31, 2023
Hire 90 additional FTEs	December 31, 2024
Hire 90 additional FTEs	December 31, 2025

Exhibit B

(attached)

North Carolina Biotechnology Center

Offices in Asheville | Charlotte | Greenville | Research Triangle Park | Wilmington | Winston-Salem

December 29, 2020

Katy Parker
Business Recruitment Manager
Economic Development Partnership of North Carolina

Dear Ms. Parker,

The North Carolina Biotechnology Center has served the state for over 35 years, providing programs and support that have propelled North Carolina to one of the leading life science communities in the world. In addition to our numerous programs driving scientific innovation, company creation, and life science sector development, NCBiotech also assists companies to expand and grow their operations in North Carolina.

One program we offer is the Economic Development Award (EDA), designed to support North Carolina communities in attracting life science jobs and investment. The EDA is a performance-based program centered on net new job growth in North Carolina as a part of a defined company expansion project.

Based on the information you have shared regarding Project Galaxy's plans for expansion, NCBiotech provides this letter of intent to support this project through the awarding of EDA funds in the amount of \$200,000. Supporting assumptions include the creation of a minimum of 500 net new permanent, full-time jobs in years 2025-2027. This summary represents NCBiotech's intent to identify available programs that may benefit Project Galaxy in its efforts to expand in North Carolina, and creates no binding legal or contractual obligation on the part of either party, and is dependent on availability of program funds in 2025 at time of project initiation.

Awarding of EDA funds requires the willingness of the local unit of government associated with the North Carolina community selected for the project in question to administer the grant. The local unit of government will provide funds to the company based on employment milestones met over the 3 years of the award, plus an additional 1-year job maintenance requirement. Appropriate use of EDA funds must be pre-negotiated between NCBiotech, the local unit of government and the company. Details of the award will be provided upon confirmation of the selection of North Carolina as location-of-choice for the project in question. NCBiotech's intent to provide funds through an EDA grant to Project Galaxy terminates one year from the date of this letter.

NCBiotech offers this letter of support as part of its commitment to continue to work with you and the company to bring these new life science jobs to the state. I look forward to hearing from you regarding the company's decision to expand in North Carolina.

Sincerely,



William O. Bullock
Senior VP, Economic Development & Statewide Operations
15 TW Alexander Drive | Research Triangle Park, NC 27709
919-549-8829 | bill_bullock@ncbiotech.org

North Carolina Biotechnology Center

Offices in Asheville | Charlotte | Greenville | Research Triangle Park | Wilmington | Winston-Salem

August 27, 2021

Kenneth Bilenberg
Vice President & Expansion Project Leader
FUJIFILM Diosynth Biotechnologies
101 J Morris Commons Lane | Morrisville, NC 27560

Dear Mr. Bilenberg,

Congratulations to FUJIFILM Diosynth Biotechnologies on your decision to locate in Holly Springs. On behalf of the North Carolina Biotechnology Center, it is my pleasure to continue our partnership with FUJIFILM Diosynth Biotechnologies as a valued member of North Carolina's life sciences community.

NCBiotech is committed to supporting FUJIFILM Diosynth Biotechnologies as it grows in North Carolina. As a follow-up to the attached proposal of support, this letter represents an affirmation of NCBiotech's intent to provide a \$200,000 Partnership Development Grant (PDG) in support of FUJIFILM Diosynth Biotechnologies' creation of 725 new jobs in Holly Springs.

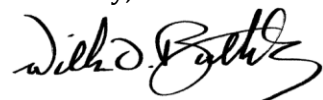
The intent of the PDG is to support North Carolina communities in attracting sustainable life science job creation. The PDG consists of two agreements:

- The **Grant Agreement** between NCBiotech and the local unit of government (LUG) defining general parameters of the grant and use of funds (to be negotiated between NCBiotech, the Town of Holly Springs, and FUJIFILM Diosynth Biotechnologies).
- The **Performance Agreement** between the LUG and the company outlining disbursement of funds and reporting obligations.

Upon full execution of both agreements by all parties, NCBiotech will award PDG funds to the local unit of government as a lump sum amount to be distributed to the company or other entity in accordance with the agreed upon use of funds. The local unit of government serves as administrator of the grant over the 3 year award period and 1 year maintenance period. If the PDG grant and performance agreements are not fully executed for any reason within one year from the date of this letter, NCBiotech's intent to provide funds to FUJIFILM Diosynth Biotechnologies through the PDG will be terminated.

As negotiation of use of funds is an essential element of the PDG agreements, NCBiotech will be reaching out in the next 30 days to schedule a meeting between FUJIFILM Diosynth Biotechnologies, the Town of Holly Springs, and NCBiotech to begin this discussion and further outline expectations of the grant. NCBiotech looks forward to continuing our engagement to support FUJIFILM Diosynth Biotechnologies' connectivity and success in North Carolina.

Sincerely,



William O. Bullock
Senior VP, Economic Development & Statewide Operations
15 TW Alexander Drive | Research Triangle Park, NC 27709
919-549-8829 | bill_bullock@ncbiotech.org



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 15.

Public Hearings

Title: Voluntary Annexation A22-03, Utle Creek Substation - Legislative Public Hearing

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Bronwyn Bishop, Development Services

Action(s):

Adopt Annexation Ordinance A22-03.

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.
- The owner of the property is Duke Energy Progress, LLC.
- Annexation is being requested pursuant to plans to build a substation.

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.

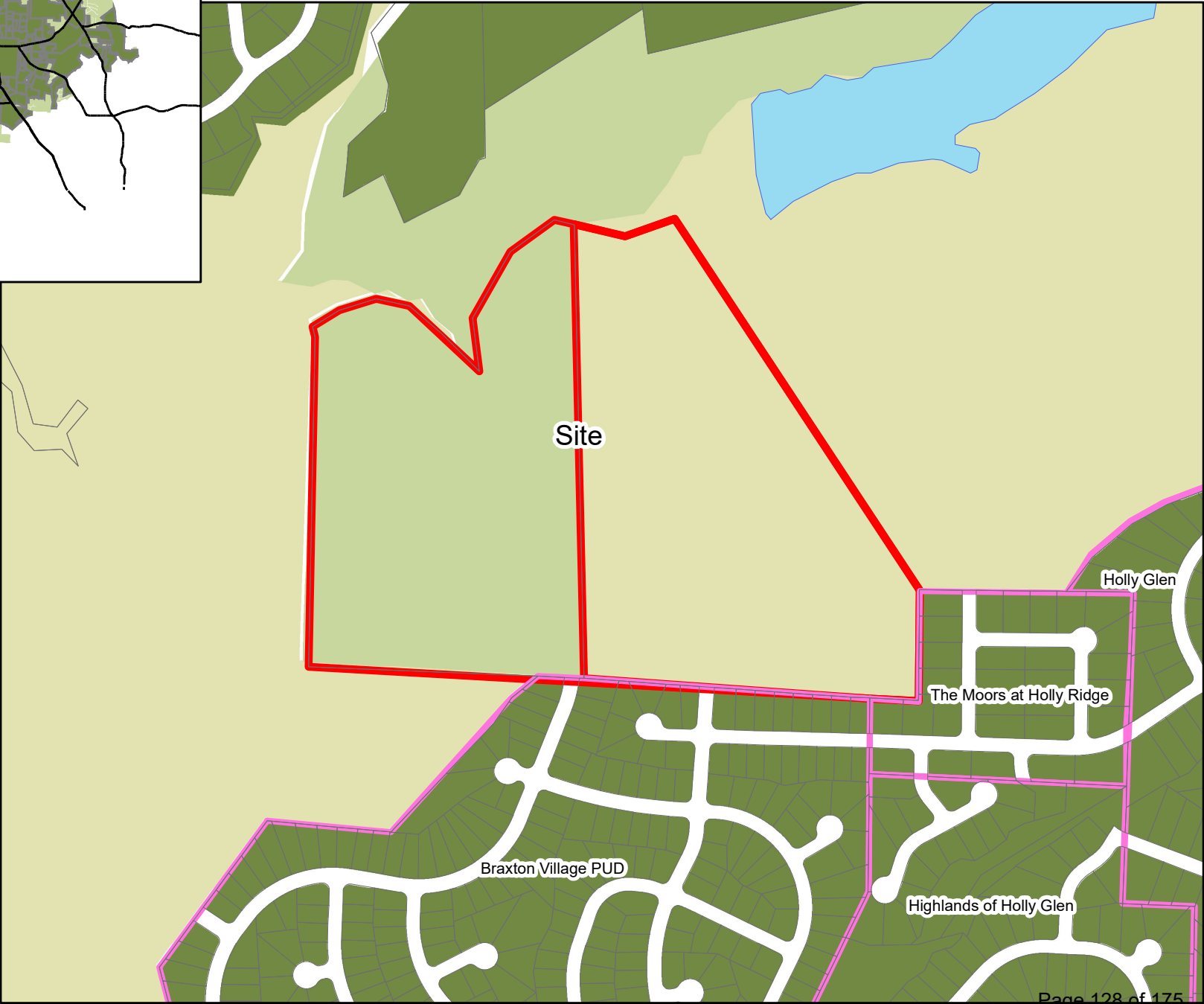
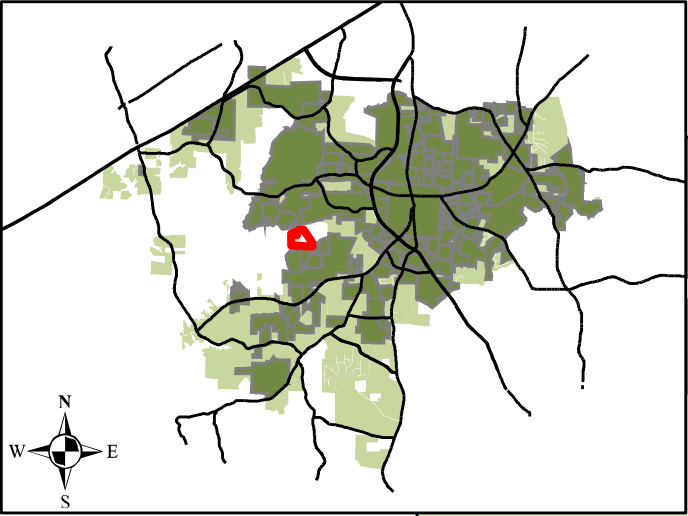
Funding Source(s):

N/A

Attachment(s):

1. A22-03 Map
2. A22-03 - Resolution of Sufficiency - Utle Creek Substation
3. A22-03 Utle Creek Substation Ordinance-draft

A 22-3 | Utley Creek Substation | 66.43 ac



Legend

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



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 1/4" iron pipe found, (2) N72°32'41"E 141.34' to a 1 1/4" iron pipe found, (3) S77°31'37"E 123.76' to a 1 1/4" iron pipe found, (4) S49°27'15"E 154.64' to a 1 1/4" iron pipe found, (5) S45°08'05"E 195.83' to a 1 1/4" iron pipe found, (6) N07°02'58"W 195.25' to a 1 1/4" iron pipe found, (7) N29°33'01"E 280.75' to a 1 1/4" iron pipe found, (8) N54°16'35"E 197.67' to a 1 1/4" 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 1/4" 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



Annexation Ordinance No.: **A22-03**

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 21st day of June, 2022.

Legal Description for Voluntary Annexation

Being 69.67 +/- acres located at the end of Dexter Ridge Dr. and Holly Thorn Trace as shown on the map recorded in Book of Maps _____, Page _____ in the Wake County Register of Deeds office.

Adopted this, the 21 day of June, 2022.

ATTEST TO:

Linda C. McKinney, Town Clerk

Sean Mayefskie, Mayor

Town of Holly Springs, Office of the Town Clerk

P.O. Box 8 • 128 S. Main St. • Holly Springs, NC 27540 • (919) 557-3900 • linda.mckinney@hollyspringsnc.gov •
www.hollyspringsnc.gov

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 June 21, 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 21st day of June, 2022.

Linda C. McKinney, Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 16.

New Business

Title: Downtown Village District Area Plan Consultant Selection

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

Staff Resource: Sean Ryan, Development Services

Action(s):

- Authorize the Town Manager to negotiate and execute the contract for the Downtown Village District Area Plan with consultant firm Design Workshop, for a total not to exceed \$150,000.

Explanation:

- Staff recommends a contract for the Downtown Village District Area Plan (VDAP) be awarded to Design Workshop.
- Design Workshop has demonstrated the skills and experience to successfully complete the various aspects of this project, including public engagement, land use scenario planning, and identification of key opportunity sites. The firm has expertise in urban design and placemaking, which are key focus areas for the Downtown VDAP.
- Public engagement will be a critical element of this project and the consultant team will utilize a full array of techniques to reach across demographic and interest groups in the town.
- The project is expected to begin in early July and be finished in approximately 12 months.

Background:

- The original Village District Area Plan (VDAP) was adopted in 2006.
- This plan has been the foundation for the planning efforts and decision making that has occurred over the past 15 years, including decorative sidewalk improvements, decorative street lighting, landscaping enhancements, and the 2017 public/private partnership that led to the completion of Town Hall Commons and The Block.
- The Downtown Village District is entering into a new phase of its development and, through this Plan update, the Town hopes to learn how the Downtown Village District can continue to grow and evolve in a rapidly changing and dynamic environment, how the Town can incentivize new opportunities, and how the Town can ensure the Downtown Village District continues to develop its sense of place in the community.
- The Downtown VDAP was approved in the Fiscal Year 2021-22 budget for \$100,000 and placed in the PAYGO fund. A supplement of \$50,000 was approved in the Fiscal Year

2022-23 budget.

- The Request for Proposals (RFP) was issued in April 2022 and proposals were received from 10 consultant teams.
- The firms were evaluated on a number of criteria, including the consulting team's relevant experience, proposed project strategy, and writing and graphic skills demonstrated in work samples.
- The top 4 firms were invited to interview.
- Following interviews, the selection committee recommends Design Workshop.

Funding Source(s):

Pay As You Go Community Investment Plan, funded in Fiscal Years 2021-2022 and 2022-2023.

Attachment(s):

1. HollySprings_VDAP2022_RFQ
2. DesignWorkshop_Holly Springs Downtown Village District Area Plan_final

Downtown Village District Area Plan

REQUEST FOR QUALIFICATIONS





HOLLY SPRINGS TOWN HALL

128

Purpose

The Town of Holly Springs invites qualified urban planning, land planning, or similar firms to respond to this Request for Qualifications to update the Village District Area Plan, originally adopted in 2005. This plan will help guide development and redevelopment activities of the Town's Downtown Village District Area which is defined as the downtown and the adjacent neighborhoods. The Town is seeking the services of a team with considerable experience in community involvement/participation, visioning, planning, design and marketing to develop the updated plan.

The selected consultant team ("Consultant") will be responsible for managing this project, including implementing a superior quality innovative community engagement program, communicating with staff liaisons, and producing the required plan documents. The project is discussed in further detail in the Scope of Work and Deliverables sections of this request.

Project Area Description

The Downtown Village District serves as a destination for residents and visitors to Holly Springs and includes two activity centers: a downtown core and a medical campus at the intersection of NC 55 and Avent Ferry Road/S. Main Street; along with several vibrant neighborhoods surrounding the centers.

The core area of the District, between Earp Street on the north and Oak Avenue on the south, supports a mix of land uses (horizontal and vertical), high-quality architecture, plazas and public spaces, and civic spaces. This is the most important area in the Downtown Village District and serves as the focal point and center of downtown activity. The Town has leveraged many of the initial public investments, such as public facilities, decorative streetscapes, and wayfinding signs, in the core area.

The medical campus in the Downtown Village District is an emerging activity center that is supported by a new seven-story community hospital which opened in late 2021. Surrounding the hospital are several small-scale medical office buildings, surface parking lots, and residential neighborhoods. This activity center is located at the southern entrance to the



Downtown Village District along S. Main Street near its intersection with NC 55.

Residential neighborhoods in and adjacent to the Downtown Village District offer different choices for residents to live near and experience the two activity centers. Preserving the character of existing homes is a high priority in this area, though some existing large-lot neighborhoods have been subdivided or redeveloped to introduce more housing units and to increase the number of residents living near both the downtown core and the medical campus.

Background Information

The Town of Holly Springs is a rapidly growing community with a population of approximately 44,000 residents located near North Carolina's Research Triangle in southwestern Wake County. Less than a 30 minute drive to Research Triangle Park, the cities of Raleigh and Durham, and the Raleigh-Durham International Airport, Holly Springs offers convenient access to the region's job centers and amenities while priding itself on providing a high quality of life and maintaining a small town character.

While Holly Springs has roots dating to early 1800's and was incorporated in 1876, the town has experienced a strong increase in population over the past 30 years, transforming from a tiny rural settlement of around 900 residents in 1990, to the flourishing modern community that it is today with an expected continued growth of 500+ dwelling units/year for the next several years.

The Downtown Village District lacks the building stock typically found along the main streets of most traditional downtown areas. Although several substantial structures flank Main Street and other streets in the heart of the project area, there are several gaps in the development pattern. The Town is committed to reinforcing this area as the focal point and civic core of the town, investing in civic buildings such as the Town Hall and, in partnership with Wake County, the Library and Cultural Center. The Village District Area Plan (VDAP) was completed and adopted in January 2006 and created a vision for the downtown area – a mixed-use area with appropriate housing densities, with large and small scale commercial development. This plan has been the foundation for the planning efforts and decision making that has occurred over the past twenty years.

Since 2006, several of the goals and policies of the VDAP have



been achieved and are visible in the Downtown Village District seen today. In a significant commitment to realizing the Town's Vision, the Town entered into a public/private partnership in 2017 that led the construction of nearly 100,000 square feet of new commercial space and public parking. Since opening in 2020, these projects have dramatically changed the Downtown Village District's dynamics and have led to increased interest in new development opportunities.

While the 2006 Plan has been successful, the Downtown Village District is entering into a new phase of its development. Through this Plan update, the Town hopes to learn how the Downtown Village District can continue to grow and evolve in a rapidly changing and dynamic environment, how the Town can incentivize new opportunities, and how the Town can ensure the Downtown Village District continues to develop its sense of place in the community.

Previous Planning Efforts

Vision Holly Springs: Comprehensive Plan

Section 1: Land Use & Character Plan

The Land Use & Character Plan, updated and adopted in 2019, is the guiding document for the Town's future development. The Plan contains two major elements: the Future Land Use Map with designated Character Areas, as well as specific recommendations for making the Plan a reality. A goal of the Plan is to protect the character and authenticity of the Town by identifying, preserving, and perpetuating desirable development patterns and avoiding excessive sprawl. Investments in public spaces and transportation corridors to create walkable, multi-use environments are a critical tool to achieving these goals.

The Plan contains several "Important Themes for Transforming Holly Springs" and additional Land Use & Character recommendations that may impact development in the project area, such as:

- Establish mixed-use activity centers throughout Holly Springs
- Provide context-sensitive infill development choices
- Focus on appropriate transitions
- Increase home & neighborhood choices in Holly Springs
- Increase diversity & affordability of housing in Holly Springs
- Provide more transportation-land use coordination in the community



Village District Area Plan (2006)

The Village District Area Plan, an appendix to Vision Holly Springs Section 1: Land Use & Character Plan, describes the community's vision for the Downtown Village District with emphasis placed on creating a downtown where people can live, work and be entertained. The Plan takes into consideration the realities of the study area, both exciting opportunities and limiting factors, and defines the steps toward achieving that vision.

Section 2: Comprehensive Transportation Plan

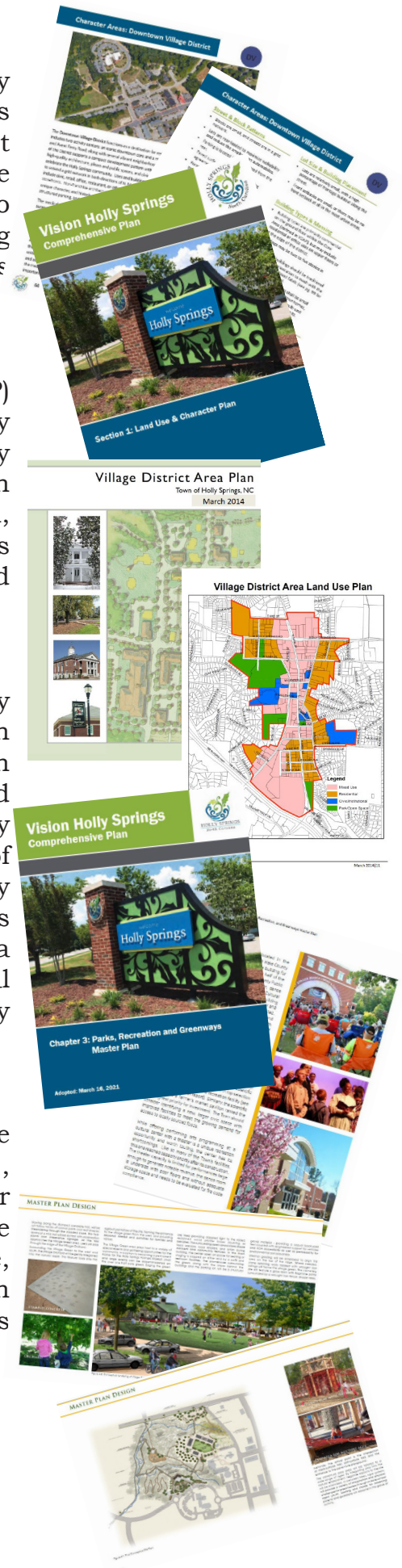
The Holly Springs Comprehensive Transportation Plan (CTP) outlines the vision and goals, existing conditions, policy directives, and transportation issues facing the Town of Holly Springs. The CTP proposes a multimodal transportation network to foster growth while preserving the environmental, cultural, and social character of the area. The Town is currently undergoing an update to the CTP, which is expected to be completed in May 2022.

Section 3: Parks, Recreation and Greenway Master Plan

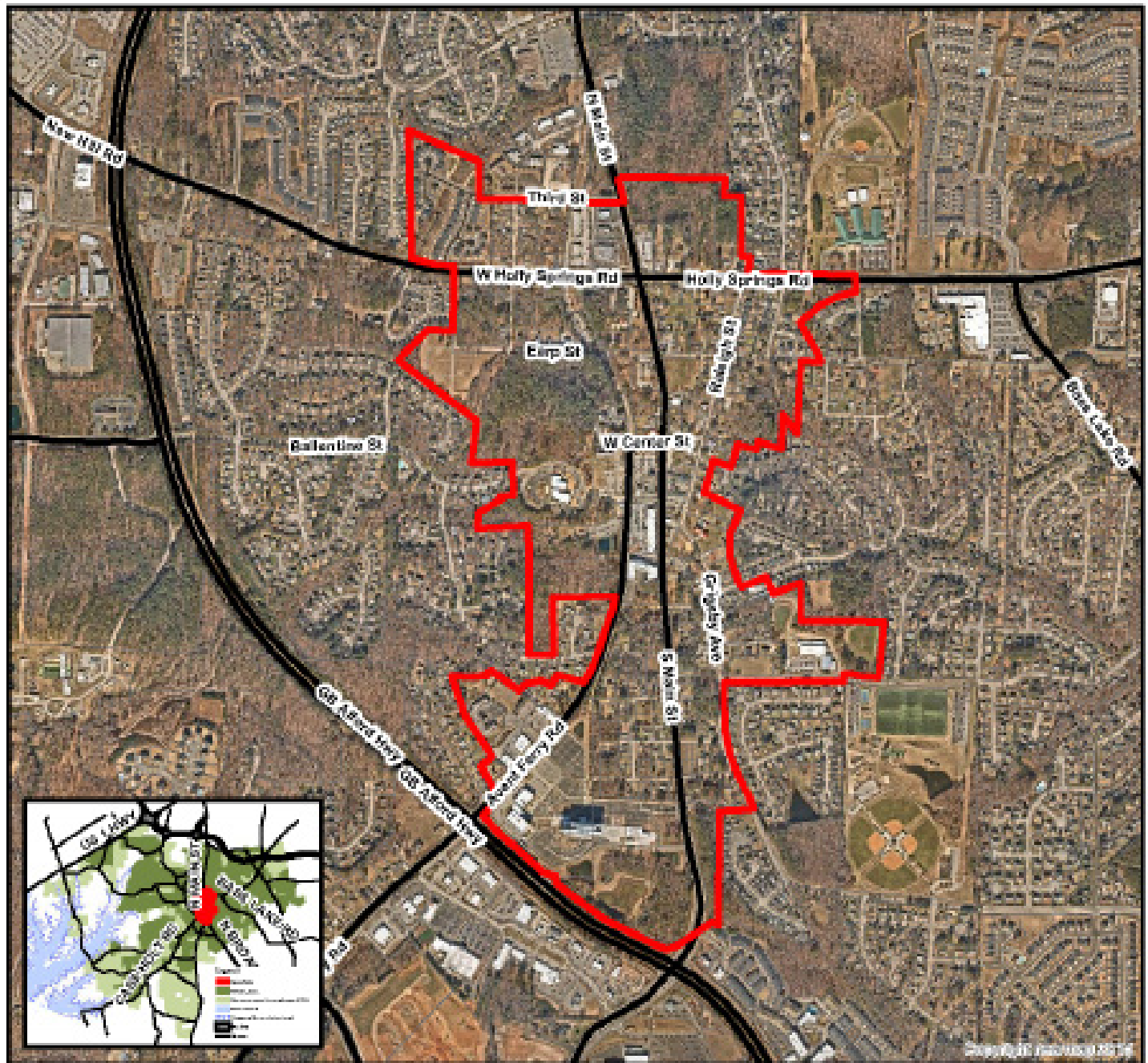
Adopted in March 2021, the Parks, Recreation and Greenway Master Plan establishes a vision for the Parks and Recreation System. It creates a work plan to bring that vision to fruition including the development of new parks, facilities, and programs; enhancing community connectivity via greenway trails; developing strategies and policies for protection of natural resources; and ensuring a stable and financially successful system. The Plan highlights the need for parks and open spaces within the project area which may include a variety of shared public open including formal and informal open spaces such as greens, squares, plazas, and community gardens.

Mims Park Master Plan

In 2011, the Town of Holly Springs acquired a 17-acre property, once part of the 180-acre Mims Estate. In 2012, the Town completed work with consultants to create a master plan for the Mims property. Plans include a mix of open space and greenways, as passive and active park space. To date, the improvements suggested within this plan have not been funded and the park space is limited to natural surface trails behind the Mim's House location.



Project Area Map



Legend

— Downtown Village District Area Map Boundary



Town of Holly Springs Downtown Village District Project Area



Project Scope

The Consultant will produce the Downtown Village District Area Plan that will guide and support the next phase of development and redevelopment of the project area. The primary objective of the Plan will be to build upon the goals and objectives established in Vision Holly Springs Section 1: Land Use & Character Plan and the 2006 Village District Area Plan and develop those goals and objectives into a development concept and strategic implementation plan. The Plan should include, at a minimum, the following:

1. Land Use

- A study of the Downtown Village District boundary and determine appropriate modifications.
- Recommendations for the appropriate mix of commercial, office, and residential uses, potential building massing and locations, and approximate square footage/density of the highest and best land uses for the project area.
- Associated renderings, drawings, or illustrations detailing the proposed land uses, building scale, parks and open spaces, and design features of the project area.

2. Character

- A design manual, pattern book, or equivalent document that sets standards and guidelines for the public realm including streetscape design, parking, and open space, as well as architectural patterns that establish the residential and commercial/mixed-use architectural styles for the project area, illustrates the area's unique character, and defines the standard elements.
- Identification of new and/or re-prioritization of streetscape/aesthetic improvements.
- Evaluation of the potential to create unique spaces and enhanced public art opportunities in the project area to distinguish the Downtown Village District from other areas of the community.

3. Parks and Open Spaces

- Sidewalk, sidepath, and greenway connections / priorities from the Parks, Recreation and Greenways Master Plan.
- Recommendations on how to connect the various parks and recreation facilities located within and in the vicinity of the Downtown Village District.
- Evaluation of the Mims Park master plan against current planning documents and market trends and provide recommendations for revisions with the goal of creating a destination space in the Downtown Village District.
- Recommendations for stormwater mitigation options and feasibility.

4. Multi-Modal Transportation

- Evaluation of the transportation network for moving personal vehicles, public transit, pedestrians and cyclists through and within the project area and recommendations for improvements to the network.
- Evaluation of advanced circulation design options such as traffic calming measures, vehicle free areas, or other circulation-related planning trends that might serve to enhance the destination character of the Downtown Village District.
- Recommendations on improving connectivity within and between the Downtown Village District and the surrounding residential neighborhoods.



5. Economic Development Tools

- Review of economic development policies and tools that encourage and facilitate development & redevelopment specific to the Downtown Village District and identify any new tools or programs. Specifically, tools and policies to attract and support small businesses.

6. Implementation

- Identification of priorities, timelines, and strategies to assist the Town in making decisions about the timing and location of development in the project area such that the area can develop in a consistent and connected manner.
- An evaluation of the Unified Development Ordinance and recommendations for the amendments needed to implement the policies and goals on the resulting Plan.

With the broad range of issues affecting the community, this Plan is also expected to address growth and development topics such as:

- Sustainable growth and development.
- Infill development opportunities.
- Future demand for housing and the appropriate locations of various housing types and densities.
- Housing affordability.
- Ability to maintain the Town's unique character and sense of place.
- Community vision, place-making, and streetscapes.
- Maintaining an economically sustainable tax base providing for an appropriate balance of residential and non-residential uses, including various housing types, retail and commercial opportunities, and a wide-range of employment options within the Town.

Optional Tasks

The Town is interested in the following additional tasks and requests respondents to provide information regarding the anticipated impacts to the project costs and schedule. The Town reserves the right to include or reject any optional task.

1. Public Parking Plan

- Recommendations on a public parking strategy, shared parking model and/or consideration of alternative uses that address current and future public parking needs.
- Advise on acceptable walking distances and public parking capabilities.
- Advise on future public parking locations and public investments.

2. Destination Marketing and Branding Manual

- Evaluate the potential to establish a distinct character or branding for the Downtown Village District and provide recommendations.
- Associated renderings, drawings, or illustrations detailing the proposed branding.

3. Downtown Village District Public Art Plan

- Inventory and assessment of the Town's cultural assets and opportunities, with emphasis placed on the Downtown Village District.
- Establish a vision, values, and goals for public art.
- Recommend public art guidelines, policies and processes.
- Provide site identification criteria or recommendations for placement of art, both current and future.
- Identify action strategies that include both short-term and long-term priorities and



estimated budget and costs.

- Identify potential funding models for public art.
- Establish standards for maintenance, upkeep, and replacement.

4. Historic District Review

In March 2016, the North Carolina Department of Natural and Cultural Resources State Historic Preservation Office notified the Town of Holly Springs that the Grigsby-Main Historic District (WA0749) appeared to be eligible for the National Register of Historic Places and recommended additional study. The Town is requesting assistance with the following:

- Investigation, research, and documentation to determine National Register of Historic Places eligibility.
- If determined eligible, preparation of the formal National Register nomination.

Project Management and Coordination

The Consultant will manage the project and coordination of any sub-consultants and all project activities including meetings with staff and stakeholder groups. The Consultant will identify a project lead from their team to act as the direct point of contact for town staff. At a minimum coordination will include the following:

- Biweekly updates with staff (may occur through video conferencing)
- Monthly meetings with the town staff advisory/working group (may occur through video conferencing)

Project Structure/Work Plan

The Consultant will prepare a detailed work plan and achievable timeline for the project. The work plan will outline the overall approach, as well as specific actions and activities that will occur during the project and how these will result in a successful conclusion to the project.

Background Research

The Consultant will conduct a review and analysis of existing relevant plans, including but not limited to the following base documents:

- Vision Holly Springs: Comprehensive Plan
 - [Section 1: Land Use & Character Plan \(2019\)](#)
 - [Village District Area Plan \(2006\)](#)
 - [Section 2: Comprehensive Transportation Plan](#) (Currently being [updated](#) – expected May 2022)
 - [Section 3: Parks, Recreation and Greenways Master Plan \(2021\)](#)
 - [Mims Park Master Plan](#)
- [Unified Development Ordinance](#)
- [Engineering Design and Construction Standards](#)
- [Strategic Plan](#)

In addition, the consultant will document the existing conditions, including opportunities and constraints. The Consultant will provide the results of this research in an initial existing conditions report for use during community engagement activities.



Innovative Community Engagement

The Consultant will develop and implement an extensive and innovative community engagement program that seeks to gain meaningful input from community members of all ages and backgrounds. Broad-based community engagement is considered critical to the success of this Plan. It is anticipated that this would include an advisory/working group of town staff, an advisory group of community leaders, and a variety of workshops and participatory events with the public. In addition, online community engagement software/tools will need to be utilized in order to provide a robust and well-rounded community engagement program. The Consultant will facilitate all community engagement activities and provide sufficient personnel to run these events. It is expected that at least three (3) large community workshops, including one (1) design charrette, will be conducted, as well as a variety of smaller outreach events (i.e. pop-up events) unless the Consultant's program details an acceptable alternative engagement program. At a minimum, the community engagement program should address the following:

- Identification of stakeholders.
- Engagement strategies and activities, tied back to reaching all identified stakeholder groups.
- Timeline for community engagement activities and desired type of community feedback at project checkpoints or milestones (visioning, validating, etc.).
- Communication methods for sharing information.
- Strategy for effective and consistent messaging across platforms and messengers
- Meaningful involvement of low income and underrepresented populations.

Additional Work Products

The Consultant will be responsible for the following:

- Draft agendas and summaries with action items for all meetings.
- Project newsletters.
- Creation of maps necessary for the project, including visioning, as well as maps of potential and final preferred land use plans in ArcGIS format.
 - Existing town data layers will be provided to the Consultant as needed.
- Electronic copies of all flyers, hand-outs, and other collateral materials, used to announce events and/or gather input from the community.
- Materials needed for community engagement activities.
 - Town staff will provide reasonable accommodations for presentation technology and meeting spaces based on existing resources and facilities.
- Creation of, and content for, any on-line engagement tools utilized as part of this project.

Plan Document

The final document must be visually appealing, easy for the public to understand, and clearly communicate the desired development outcome of the project area. The document should be able to be used both digitally and in paper form. Specifically, the Town is seeking a Plan that:

- Is clearly organized and communicates a clear message both graphically and with accompanying text.
- Has clear objectives, policies, and recommended implementation strategies.
- Includes forward-thinking, "out of the box" practices to reach the Town's desired outcomes.
- Is adaptable and easy to modify as the Town evolves after Plan adoption.



- Recognizes the Town's current, design-based approach to creating a visually appealing community and public spaces.

The format of the Plan should be of style, font, and layout that allows for both online and print viewing. Text files and reports shall be in MS Word and PDF formats, or as otherwise agreed upon by the town staff working group. The final document must be able to be edited and modified by the Town after the Plan is adopted. The Town has access to MS Publisher and the Adobe Creative Cloud suite of programs. Maps will be created in ArcGIS to Town map-making standards and format.

Project Budget

The final scope of services will be negotiated with the selected consultant.

Proposed Project Timeline

It is expected that the project duration may be up to 12 months from the time a contract is awarded to the Consultant to the presentation of a draft Plan for adoption by Town Council. Responses should include any recommended deviations from this approximate timeline. Proposed timelines should include expected stakeholder/community engagement as well as consideration of time for Board and Council informational presentations or work sessions, whether throughout the project or upon completion of a full draft Plan.

Issue RFQ	April 1, 2022
Responses Due	April 25, 2022
Evaluation of Responses	April 25 - May 6, 2022
Interviews	May 16 - May 27, 2022
Selection Committee recommendation to Town Council	June 21, 2022
Project Kick-Off	July 1, 2022



Submittal Requirements

Responses to this RFQ shall include the information listed below:

1. Cover letter

2. Qualifications:

- A description of the firm(s) with emphasis on work related to Downtown Plans, Corridor Plans, or Small Area Plans and associated public engagement programs.
- A description of Downtown Plans, Corridor Plans, or Small Area Plans and amendments recently completed.
- A list of recent projects on which principal staff have worked and description of their responsibilities.

3. Statement of Project Approach - the approach to be used on this project, including the following information:

- Overall approach to the project.
- Scope of work.
- Project schedule.
- Project management.
- Innovative community engagement.

4. Management and Staffing

- Detailed outline of Consultant's management plan, including proposed staff, availability, roles/responsibilities.
- If sub-consultants will be utilized, a detailed explanation of the responsibilities of each firm.

5. Project references - with names and phone numbers of contact persons.

6. Consultant's expectations of the Town - a brief description of the services and tasks that the Consultant would expect the Town to provide.

Submittal Instructions

Responses should be limited to a maximum of 15 pages not including examples. Responses exceeding 15 pages may be removed from consideration. Appendices are not allowed and will not be reviewed with the exception of attached resumes. Examples may be provided via web links.

Submit one (1) electronic copy in PDF format of the proposal to the Town's FTP site with a transmittal sheet to the attention of Brent Quick, Purchasing Manager, and Sean Ryan, Planning Manager.

All responses must be received by 5:00pm on Monday, April 25, 2022.



Selection Process

Teams will be selected based on the provision of a full and complete submittal that demonstrates a track record of successful completion of comparable projects and that illustrates a commitment to a high quality process and product. Inclusion of a dynamic and robust community and stakeholder engagement program is critical, as is a realistic and detailed project approach that clearly outlines a path for achieving the project goals within the proposed timeline. Consideration will also be given for innovative or otherwise exceptional concepts and approaches. The following factors will be used in evaluating Consultant responses and awarding of the contract:

1. Experience: 30%

- Experience and skills in preparation of basic elements of Downtown Plans, Corridor Plans, or Small Area Plans as found in accepted professional practice and based upon a list of related projects and submitted work samples.
- Specialized topic experience (e.g. land use, land planning/urban design, etc.).
- Public participation: Demonstrated experience and skills in meaningful public participation to ensure that the community's vision is included within the plan.
- Key personnel: Relevant past work experience and years with the firm. Does the proposed team have all the necessary experience?
- Understanding of Local Conditions: Demonstrated understanding of State legal constraints and local conditions.

2. Overall Proposal and Approach: 20%

- What distinguishes this proposal and team from the others? Has the proposal demonstrated exceptional creativity and willingness to innovate (the “wow” factor). Does the approach present a well thought out strategy that is likely to achieve the desired end product and completion of all specified tasks? Are there innovative approaches to the project?

3. Related Projects: 15%

- Similarity to Holly Springs in size, type, land uses, and key issues.

4. Availability and Capacity of the Consulting Team: 15%

- Percentage of time devoted to this project by each key member of the project team. Does the makeup of the team and time devoted indicate a sufficient allocation of all required resources to complete the assignment? Are there minimum task/payment agreements with subcontractors? Evidence provided of availability, noting conflicting commitments.

5. Clarity of Role and Level of Involvement of Town Staff: 10%

- Does the proposal indicate a clear role and level of commitment required from Town staff?

6. Responsiveness: 10%

- Does the submittal respond to all of the requirements included in the RFQ?



Disclosures

Confidentiality

Responses to the RFQ will become public records and, therefore, will be subject to public disclosure. However, North Carolina General Statutes Section 132-1.2 provides a method for protecting some documents from public disclosure. If the Consulting firm follows the procedures prescribed by those statutes and designates a document confidential or trade secret, the Town will withhold the document from public disclosure to the extent that is entitled or required to do so by applicable law, and will return the document after selection.

Equal Employment Opportunity

The Town of Holly Springs does not discriminate in administering any of its programs and activities. The consultant awarded the contract for work will be required to insure that no person shall be denied employment, fair treatment or be discriminated against on the basis of race, sex, religion, age, national origin, or disability.

Contracting

Any contract developed for work shall be construed and enforced in accordance with the laws of the State of North Carolina. Any controversy or claim arising as a result of contracting shall be settled by an action initiated in the appropriate division of the General Court of Justice in Wake County, North Carolina.

Conditions and Limitations

The Town expects to select a consulting firm from the responses submitted, but reserves the right to reject any or all responses to the RFQ, to advertise for new responses, or to accept any response deemed to be in the best interest of the Town. A response to this RFQ should not be construed as a contract nor an indication of a commitment of any kind on the part of the Town nor does it commit either to pay for costs incurred in the submission of a response to this request or for any cost incurred prior to the execution of a final contract. The Town will reserve the right to dismiss any part or all of the contracted team when, in the Town's opinion, the project is not moving as scheduled or is hindered in any way by the actions or personalities of team members.

RFQ Questions Contact Information

For additional questions, contact Brent Quick, Purchasing Manager, and Sean Ryan, Planning Manager:

Brent Quick, Purchasing Manager

Email: brent.quick@hollyspringsnc.gov

Phone: (919) 577-3139

Sean Ryan, Planning Manager

Email: sean.ryan@hollyspringsnc.gov

Phone: (919) 557-2903

Development Services FTP [Click Here](#)

Full weblink to the FTP site:

<https://hollyspringsnc.sharefile.com/share/upload/r230963ae67e45179>





DOWNTOWN VILLAGE DISTRICT AREA PLAN

QUALIFICATIONS PREPARED
FOR THE TOWN OF HOLLY SPRINGS
APRIL 25, 2022

DESIGNWORKSHOP



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April 25, 2022

Transmittal Letter

Brent Quick, Purchasing Manager, and Sean Ryan, Planning Manager
Town of Holly Springs
128 South Main Street
P.O. Box 9
Holly Springs, NC 27540

Re: Request for Qualifications Downtown Village District Area Plan

Dear Mr. Quick, Mr. Ryan and members of the selection committee,

Holly Springs has been putting the pieces in place for a very strong and sustainable foundation that is elevating the quality of life and image of the town. These efforts have elevated the sense of place and viability of Holly Springs. Now is the time to put the 'icing on the cake' with a plan for downtown that creates a dynamic experience within a uniquely designed public realm that will offer living, shopping, and gathering. This is not a project where borrowing from somewhere else will create the right solution. The development of the plan will require deep site analysis, understanding what has been envisioned already for the downtown, listening to stakeholders and the community, making strategic land use choices, recognizing the realities of site, market, and economics, and crafting something unique that will create identity. It can become the catalyst that makes downtown the family room of Holly Springs. Design Workshop would be thrilled to help Holly Springs develop an innovative and place-oriented, downtown master plan that will guide and support the enhancement of the public realm and new developments.

Design Workshop combines a deeply humanistic approach with results-driven pragmatism to create livable places. We will work hand in hand with the community and side by side stakeholders, to passionately explore creative design and policy solutions that foster place making, an active public realm, vitality, identity, and economic development. We have worked on communities in North Carolina, like Reidsville, Kinston, Wilkesboro, Cherryville, and Salisbury, with Main Street programs, and with the NCDOT. We have also worked across the country on downtown plans, corridor plans, parks, town centers, and mixed- use communities. Ramey Kemp will assist us with transportation, connectivity, infrastructure constructibility, phasing, and cost. Development Strategies will help us frame the alternative plans within an economic and market context.

We pride ourselves on innovative and action-ready plans – ready for the type, scale, and character of design and development that will set the right path for both immediate and long-term positive change. We see ourselves as an extension of your team, together formulating a vision for the next decades of transformation for Holly Springs. We will bring our deep experience in community engagement to create the support and energy needed to help move the project forward. And we will present back to the community a plan that they can recognize as being "their plan."

Design Workshop and every member of our team will bring the very best of our expertise, deep research, and innovation to forward-looking and practical solutions for Holly Springs. We would be thrilled to work with you on this important project for your future. If you have any questions, please do not hesitate to contact me at 828.280.9637 or email me at gwalters@designworkshop.com.

Respectfully,

Glenn Walters



Principal-in-Charge

DESIGNWORKSHOP

Meet our Project Team

Our team brings value to clients through our commitment to project management, expertise in built work, proven success with public engagement and our innovative approach to incorporating sustainable design.

Design Workshop

**Landscape Architecture,
Urban Design, Public Space
Design, Development
Planning and Community
Engagement**

Design Workshop is an international design studio, integrating landscape architecture, urban design, planning and strategic services. Whether designing a restorative private garden, developing the vision for a contemporary park or reimagining an underperforming downtown center, we go beyond the project itself to create places of timeless beauty and meaningful connections. We are a community of designers, planners and strategists, who love what we do. We design for people - not just today but for future generations. Our performance-based approach yields measurable results and projects that stand the test of time.

Our work provides an armature for building communities by considering how people live, economies operate and environments function at a regional scale. Optimizing these systems requires large-scale thinking. Using open space as the primary organizational component, we examine economic and transportation networks to restore urban centers, conserve the natural environment and provide equitable access to parks and open space.

Ramey Kemp Associates

**Civil and Transportation
Engineering**

Ramey Kemp Associates (RKA) is able to provide quality services because of our talented staff, including 32 Professional Engineers, 7 Professional Traffic Operations Engineers (PTOE), and 3 Road Safety Professionals (RSPs). Our firm has extensive experience in traffic engineering, traffic studies, traffic data collection, project development studies, traffic signal design, traffic control/ pavement marking plans, roadway and drainage design, bus stop/transit design, sidewalk design, bicycle and pedestrian facility designs, roundabouts and innovative intersection designs, and environmental studies.



Downtown Carson Street Urban Design, Carson City, Nevada

Recently Completed Projects

For more than 50 years Design Workshop has worked on villages, towns and cities. From Denver, Colorado to Reidsville, North Carolina, we have brought our belief in urbanism, environmental design, social justice, and place-making to each project we have worked on.

We have deep experience in the pieces and parts that make up a downtown such as streetscapes, urban form, greenways, urban parks, farmers markets, places to gather and places to recreate.

We have worked with municipalities and private investors and developers on implementation plans. We have written design standards and guidelines and have a deep knowledge of what makes a retail environment work.

Some of our recent projects include:

- **Downtown Wilksboro Streetscape Design, Wilksboro, NC**
Glenn Walters - Principal
- **Bailey Drive Gateway, Raleigh, NC**
Corey Dodd - Community Engagement Planner
- **MLK Streetscape, City of Winston-Salem, NC**
Glenn Walters - Principal
- **Reidsville Depot District Masterplan, City of Reidsville, NC**
Glenn Walters - Principal
Corey Dodd - Planner
- **Innes and Long Corridor Study, City of Salisbury, NC**
Glenn Walters - Principal
- **6 Forks Road Corridor Study, Raleigh, NC**
Glenn Walters - Project Manager
- **Baldwin County Land Use Plan, Baldwin County, AL**
Glenn Walters - Principal
Brenna Laffey - Project Manager
Corey Dodd - Planner
- **Leland 2045 Comprehensive Land Use Plan, Town of Leland, NC**
Glenn Walters - Principal
Brenna Laffey - Project Manager
Corey Dodd - Planner
- **Downtown Ogden Master Plan, Ogden, UT**
Chris Geddes - Principal



Downtown Wilkesboro Streetscape

Wilkesboro, North Carolina

Design Workshop

Design Workshop was hired by the Town of Wilkesboro to prepare a schematic streetscape design package for Historic Main Street as well as the downtown's secondary street network, including gateway improvements, wayfinding signage concepts, public space improvements, stormwater management and overhead to underground utility conversion strategies.

Working closely with the Town of Wilkesboro stakeholders and staff, along with the project engineers, Design Workshop is designing a multi-functional street network that balances cars, parking, bikes, pedestrians, healthy street

trees and stormwater, despite the challenges of mountainous topography and narrow right of ways. The design addresses important greenway connections through downtown and re-imagines under-used alleyways as pedestrian and bike corridors. Other public space improvements include the redesign of two large public gathering spaces in the heart of downtown to creating flexible event space for Town events, concerts, and a weekly open air market.

Together, these improvements will create a downtown experience that accommodates multiple users and functions in a unique way, so that it elevates meaning and impact, expresses the spirit of the place and integrates ideas about aesthetics, environment, community and economics.

Services Provided

Landscape Architecture, Streetscape Design, Wayfinding



Downtown Ogden Master Plan

Ogden, Utah

Design Workshop

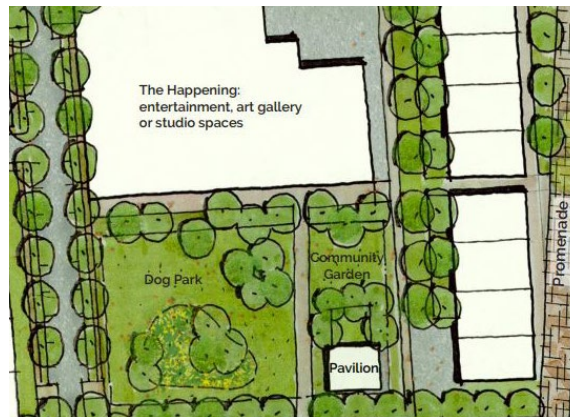
As Utah's Wasatch Front experiences unprecedented growth, the City of Ogden is struggling to grow its tax base – which will affect the long-term fiscal health of the community. The city's transition from an industrial rail-driven economy has left many vacant or underutilized properties in the City's core, and a concentration of federal jobs in the downtown area has left tracts of tax-exempt properties within Ogden's urban fabric – all leading to a potential \$10 billion budget shortfall in the City's ability to provide basic community services for new business and residents.

Design Workshop led a multidisciplinary team to develop a 25-year vision for the growth and revitalization of downtown Ogden that mitigates a potential multi-billion-dollar shortfall in the city's tax base. Utilizing Smart Growth strategies, we developed a targeted, metric-based framework focused on economic development, job growth, residential density, and commercial land use optimization. The framework, which was developed in close collaboration with the community, stakeholders, and various City Departments, is projected to increase taxable value per acre by 175% to offset the anticipated budget shortfalls and shape the fabric of Ogden for years to come.

Services Provided

Master Planning, Community Engagement, Urban Design

Qualifications



Reidsville Mixed-Use Depot District Master Plan

Reidsville, North Carolina

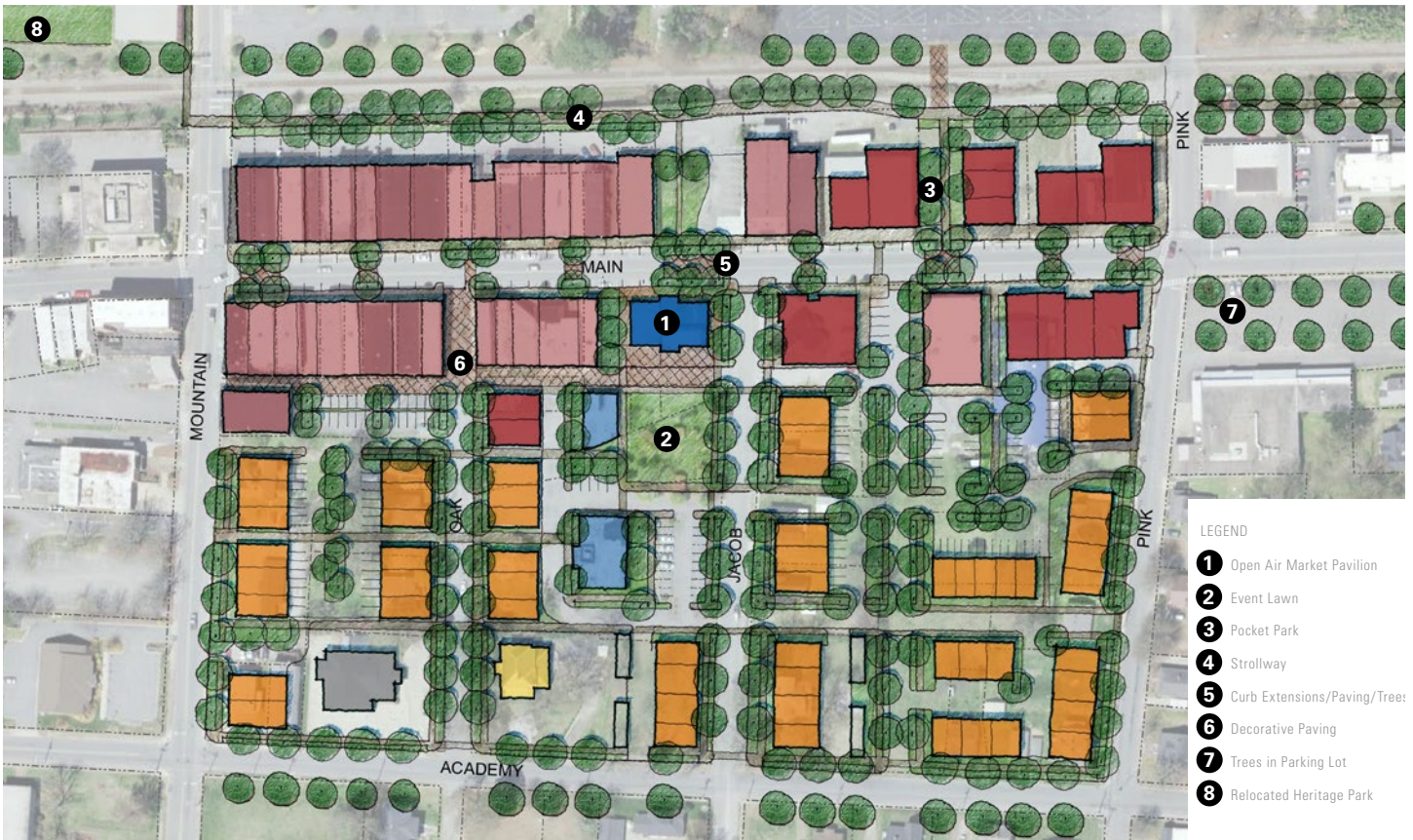
Design Workshop

Design Workshop worked with the city and community of Reidsville to create a vision for its Depot District. The Depot District sits across a railway from downtown and has not seen the same economic development and investment as downtown and the rest of the city has. Design Workshop, after listening to the community and stakeholders, created a plan to energize the district, create sites for infill development over time, created streetscape plans, and created plans for public

spaces. The plan considers new residences, mixed use, new retail, and new entertainment possibilities to create a lively and unique destination within the city.

Services Provided

Urban Design, Redevelopment Strategy, Streetscape Park and Public Space Planning



Downtown Cherryville Streetscape & Public Space Plan

Cherryville, North Carolina

Design Workshop

Design Workshop was hired to create a streetscape and public space master plan for the City's Central Business district that will elevate downtown Cherryville's sense of identity, enhance economic vitality of current and future downtown businesses, and enhance walkability.

The plan identifies opportunities for new or redevelopment in the study area, specifically to support additional mixed-use and retail uses,

as well as increase residential density within the proximity (1/2 mile) of downtown in the form of flats, lofts, and townhouses. Smaller block sizes, urban form and street trees are used to create pedestrian scaled environments, and various types of shared streets and alleys are envisioned where pedestrians, bikes, and automobiles share the space.

In order to activate the railroad right-of-way that runs behind Main Street, the plan envisions an activated linear trail system, or strollway, that can serve as the spine of an urban trail system, linking downtown destinations with schools, neighborhoods, parks and recreation facilities.

Services Provided

Master Planning, Landscape Architecture,
Public Facilitation



Wheaton Downtown Revitalization

Wheaton, Illinois

Design Workshop

Over the past decade, the City of Wheaton, Illinois has undertaken a journey to elevate its historic downtown district to a regional destination. The targeted implementation projects identified in the Downtown Plan leveraged public investment in the shared public realm to generate private development interest and investment into the community's future.

The goals set by the City and community are guided by design principles that facilitate interaction of people and promote commerce, smart growth and redevelopment. From the onset of the planning stage, the target outcome was to create complete streets for transit,

walkability, commerce, bicycling, recreation, sustainability and safety. Metric-based strategies were employed to guide decision making through the multiple phases of design. By capturing baseline measurements and defining success at the planning stage, the City can track the metrics over time to understand the added value to property owners, level of increase to sales tax revenues, increase in tree canopy, increase in stormwater infiltration, and increase of redevelopment interest and execution.

Design Workshop is currently working with the City to implement the Downtown Plan's recommendations. Since 2017, 12 blocks of streetscape have been constructed with additional public plazas and streetscape implemented in 2021.

Services Provided

Public Engagement, Land Use Planning, Streetscape Design, Strategic Planning, Signage & Wayfinding Design, Construction Observation

BACKGROUND AND

PROJECT AREA

Officials of Greenville, SC tried several times to plan surrounding hillsides from insensitive development. Design Workshop was subsequently sensitive development along the hillsides.

We evaluated Greenville slope and environmental hillsides, facilitated a series of City task force meetings, common ground, and tested existing City Codes.

The planning team then clearly illustrated the pits to hillsides and based recommended code change environmental impact, while not affecting property.

The team developed the Hillside Development Best development with examples, diagrams and illustrations. Code recommendations and manual were well received by the City in April 2006.

PUB1. BLOCK SIZE

INTENT

Walkability: Pedestrians feel safe and welcomed on foot.

Connectivity: Shorter blocks create an intricate fit Downtown neighborhoods.

Scale: Frequent streets help prevent monotonous.

Durability:

Sustainability:

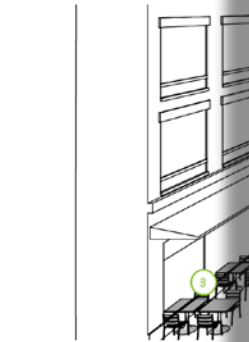


Figure 2: Block Size Design Guidelines

GUIDELINES

- A Maintain or enhance the alignment of building the sidewalk edge.
- B Orient the primary entrance of a building to the street.
- C Provide expanded sidewalk areas, or plaza where conditions permit.

PRI 1. PLACEMENT

INTENT

Walkability: Gracious pedestrian amenities promote and activity.

Connectivity: A pedestrian network of linked destinations and activity.

Scale: Not applicable.

Durability: A pristine, well-maintained public realm place.

Sustainability: Sidewalks empower Downtown users to cut down on their vehicle miles traveled.

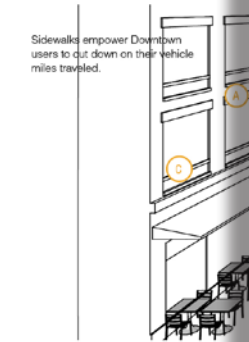


Figure 5: Design Guidelines

GUIDELINES

- A Develop the ground floor level of a project to encourage pedestrian activity.
- B Maintain the distinction between the street and the upper floor.
- C Maintain the established building scale in the area.

ZONING SUMMARY

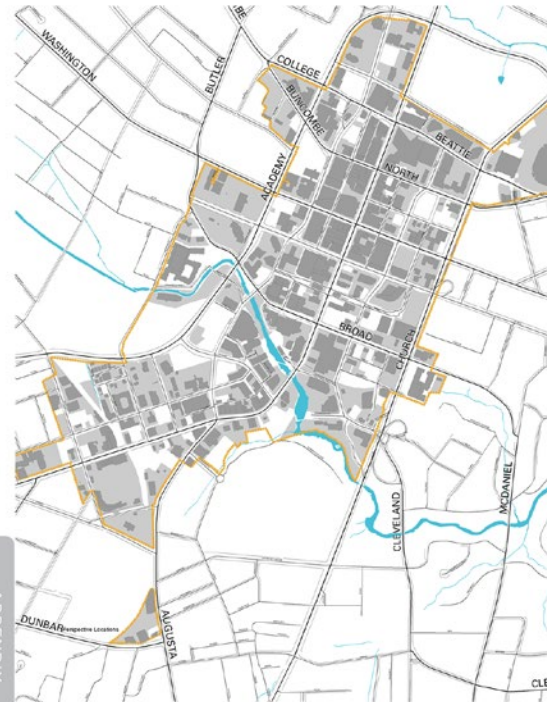


Figure 10: C4 Zoning Boundary

Downtown Design Guidelines

Greenville, South Carolina

Design Workshop

With stunning natural resources, rich architectural history, and a legacy of implementing visionary urban design strategies, downtown Greenville, SC has quickly established itself as one of the most livable and vibrant urban neighborhoods in the southeast. By evaluating the urban design and architectural elements of proposed development in the downtown core, Greenville's Design Review Board ensures that new development and alterations to historic buildings in downtown Greenville maintain and enhance the neighborhood's character. Design Workshop is currently updating Greenville's Downtown Design Guidelines, which serve

as the basis for the Design Review Board's decision-making and analysis of proposed downtown development. This process has involved extensive stakeholder engagement to help determine the community's urban design priorities, and to identify ways of making the guidelines user-friendly and effective for developers, designers, and City staff. Additionally, Design Workshop is providing in-person training to City staff and current Design Review Board members to ensure that updated guidelines are fully implemented.

Services Provided

Design Guidelines, Historic Preservation, Meeting Facilitation, Community Training



Lincoln P Street

Lincoln, Nebraska

Design Workshop

In an effort to revitalize and reinvigorate the central downtown district, the City of Lincoln identified a 26-block stretch of P Street as a catalyst project for the next urban generation of the city. Design Workshop was selected to create a master plan and concept design for the site to guide this revitalization.

P Street traverses through four major areas of downtown including a historic train depot district, a retail heavy area, a prominent linear park, and an up and coming residential area adjacent to a large regional park. The team used an extensive public outreach effort to develop suggestions for transit solutions, public art programs, retail development strategies and pedestrian realm detail design. The final design integrates a number of sustainable and custom elements including street side rain gardens that capture rainwater from the street and sidewalks. By shrinking the

footprint of the road, maintaining current and projected traffic volumes, and adding street parking the plan sparked a shift in street design and planning across the city.

Services Provided

Landscape Architecture, Master Planning, Urban Design, Signage & Wayfinding, Green Infrastructure Design

**ASLA COLORADO
HONOR AWARD IN
ANALYSIS
& PLANNING**

**LINCOLN ART'S COUNCIL MAYOR'S
ARTS AWARDS
ENERSEN URBAN DESIGN
AWARD**



Wayne Ferguson Plaza

Lewisville, Texas

Design Workshop

As part of the revitalization effort for Old Town, Design Workshop was retained by the City of Lewisville to plan and design a new urban park in their downtown that will become the icon of the historic district. The process for creating the programming and design was established through a highly successful community-based charrette. The new plaza and park will include water features, a great lawn and venue for concerts and performances, an arts garden, outdoor dining, historic interpretation, demonstration gardens, and pedestrian amenities.

Services Provided

Site Planning, Landscape Architecture, Construction Documentation, Construction Observation, Community Outreach

**GREATER DALLAS PLANNING
COUNCIL**

***DREAM STUDY AWARD FOR
URBAN DESIGN***

**GREATER DALLAS PLANNING
COUNCIL**

**TEXAS
AMERICAN PLANNING
ASSOCIATION
COMMUNITY OF THE YEAR
AWARD**

**AMERICAN SOCIETY OF LANDSCAPE
ARCHITECTS (TEXAS)
PRESIDENT'S AWARD OF
EXCELLENCE**

Authentic places are rooted, enduring, meaningful and intensely local.

Project Understanding

The result of this effort will be a compelling final document, that will convey the master plan opportunity to future investors, developers, landowners, civic leaders and the Holly Springs community. It will articulate the existing conditions, strategic diagrams that begin to synthesize opportunities and strategic direction, focus area plans, imagery, and land use. It will provide a beautifully rendered master plan that can be used for marketing purposes, a phasing plan and an implementation plan that articulates short term, intermediate and long-term action items as funding becomes available, or could be implemented block by block as redevelopment occurs. The plan will be made livable through design standards and guidelines. It will be created using a transparent,

robust process of community and stakeholder engagement and interactions with the planning team from the Town.

Analysis

Design Workshop believes in deep analysis and research that creates the foundation for stakeholder and community engagement, and alternative design concepts. The analysis includes obtaining and reviewing all the previous planning efforts conducted so far that are relevant to the downtown plan. It includes walking the area and creating ‘block by block’ site analysis. It also includes preliminary discussions with stakeholders, business owners, and property owners to understand what is working, and what needs improvement.

Mapping is key to our analysis. We will obtain GIS information that

describes property boundaries, street rights of way, building locations, utility locations, the existing public realm, and topography. We will also study demographic, economic, market, and current trends associated with land use types that may be appropriate to consider. Finally, we will review current land use regulations to see where opportunities are or where there may be opportunities for improvements.

Deliverable: An Existing Conditions Report that describes:

- Public Realm
- Environmental features
- Place-making features
- Development sites and opportunities
- Market / fiscal assessment
- Development opportunity analysis

Community Engagement

Design Workshop, with assistance from the Town, will conduct a robust public engagement process to inform the vision, plan elements, opportunities and to establish buy in. As part of this, we will seek to get representation with all segments of the population of Holly Springs. To do this we will conduct the following activities:

1. Prior to initiating the process, Design Workshop will prepare a community engagement plan that will include the content and purpose of community workshops.
2. Facilitate a 1-hour webinar with property or business owners in the downtown to inform them of the pending study and how they can participate. As part of this, the Town will assist us in notifying the property owners and establishing the date and time for the meeting.
3. **Employ existing outreach infrastructure** to reach deeply within the community to bring all voices to the table to share in the discussion and shape the plan.
4. **Work with the Town to use its social media and online outreach** effectively to match the method to the target audience and to expand the level of participation.
5. **Use storytelling and narratives** to share common values and to communicate on an emotional level in addition to the typical planning speak.
6. **Conduct four (4) facilitated "Design Workshops"** that engage the community in a series of discussions and activities that leads to a vision, goals and strategies, actions, priorities and a preferred plan. We will conduct these workshops as the plan develops and include the



community on the development of the plan.

7. **Use keypad polling questions,** planning exercises, group discussions, pop-up meetings and web-based technology to allow a variety of ways for people to voice opinions, participate in the creation of the plan and communicate to us what your community's values are.
8. **Use the "Chip Game,"** which enables the community to become part of the physical planning. In this exercise, we create scaled land use "chips" that are scaled to an existing conditions map that allow scenarios to be created by groups around a table. For this project, we may also consider 3-dimensional chips to address building height and bulk questions.
9. **Meet with important stakeholders,** such as business and property owners, Town staff, elected officials, economic development groups, builders / developers, infrastructure service providers, public works, and stakeholders the Town will help the consultant identify.
10. **Utilize web-based conferencing, polling and design exercises** to reach as many people as possible

that may not be able to attend in-person public meetings.

11. **Communicate through a project web-site, managed by the Town,** that expresses a brand image for the project, houses planning documents as they are created, provides updates and a place for comments, and to house virtual presentations and surveys.

Deliverables:

- Draft agendas and summaries with action items for all meetings.
- Creation of maps necessary for the project, including visioning, as well as maps of potential and final preferred land use plans in ArcGIS format. Existing town data layers will be provided as needed.
- Electronic copies of all flyer's, hand-outs, and other collateral materials, used to announce events and/or gather input from the community.
- Materials needed for community engagement activities.
- Town staff will provide reasonable accommodations for presentation technology and meeting spaces based on existing resources and facilities.

Statement of Project Approach



Downtown Carson Street, Carson City, Nevada

- Creation of, and content for, any on-line engagement tools utilized as part of this project.

Identify Opportunities and Improvements

Design Workshop will, based on its analysis and community and stakeholder input, and at a three 3-day design charrette in Holly Springs, define opportunities for improvements within the downtown context that will include:

1. Opportunities for new development, redevelopment and infill development.
2. Identify public space and public realm improvements.
3. Identify strategies to enhance the downtown gateways.

4. Identify ways to improve Downtown Holly Spring's walking and biking connectivity.
5. Identify opportunities and provide vision for mixed-use infill development that maintains the character and walk-ability of the downtown district.

Design Workshop will prepare three (3) alternative concept scenario plans to evaluate and determine a preferred plan. The alternative concept scenarios will include:

1. Streets, alleyways, and public parking areas
2. Distribution of parks and open spaces
3. Various densities of residential housing products
4. Areas suited for retail uses

5. Areas suited for lodging other commercial uses
6. Special areas that will create energy and identity

Once the alternatives have been discussed with the community, stakeholders and the Town, and the relative merits of each considered, Design Workshop will prepare a preferred colored, labeled and quantified master plan along with imagery that describes various areas of the project for use in the document.

Deliverables:

- Up to three (3) alternative concept plans for all or parts of the downtown
- One (1) preferred master plan
- Three (3) 3-dimensional perspective renderings



Downtown Wilkesboro Streetscape, Wilkesboro, North Carolina

- Diagrams that explain the frameworks of the plan
- Document Creation

Document Creation

Design Workshop will prepare a high-quality illustrative document and presentation for use in promoting the project and conveying the vision, implementation / action items, phasing and costs. The document will include images, plans, diagrams, narratives, and info graphics. The booklet will be formatted to be read hard copy and, on the web, and be highly graphic, informative, and compelling. It will have clear objectives, policies, and recommended implementation strategies and include forward-

thinking, “out of the box” practices to reach the Town’s desired outcomes.

Deliverables:

Maps will be created in ArcGIS to Town map-making standards and format. Included in the book will be:

- Colored plans and diagrams that explain the project
- Narratives that explain the vision of the project
- Images that convey the vision
- Development yield potential
- Public financing strategies
- Marketability highlights
- Narrative and graphic description of development guidelines principles and standards
- Summary of input from the community input process

- A document that recognizes the Town’s current, design-based approach to creating a visually appealing community and public spaces.

Project Management

We will manage the project using a Project Management Plan prepared at the initiation of the project, which includes the following products will be prepared/delivered:

- Detailed project schedule and timeline
- Communication plan
- Critical success factors and project goals documentation
- Risk Management Plan
- Performance Metrics
- Preliminary Stakeholder Engagement Strategy

Statement of Project Approach

Management Plan

Design Workshop will lead and manage this project from beginning to end. We will be the single point of contact for our subs and be the face of the project to the community. As part of managing the project, we will conduct a robust kick off meeting with your staff, conduct bi-weekly progress meetings, and create and manage a project schedule, and community engagement plan.

Availability

Design Workshop is staffed and prepared to perform the work associated with this scope of work as well as the additional tasks mentioned in the RFP. Glenn Walters and Brenna

Laffey will be engaged in the project leadership, management, content, and execution from beginning to end. Other members of our team will provide their expertise within their roles as needed to execute the project on schedule.

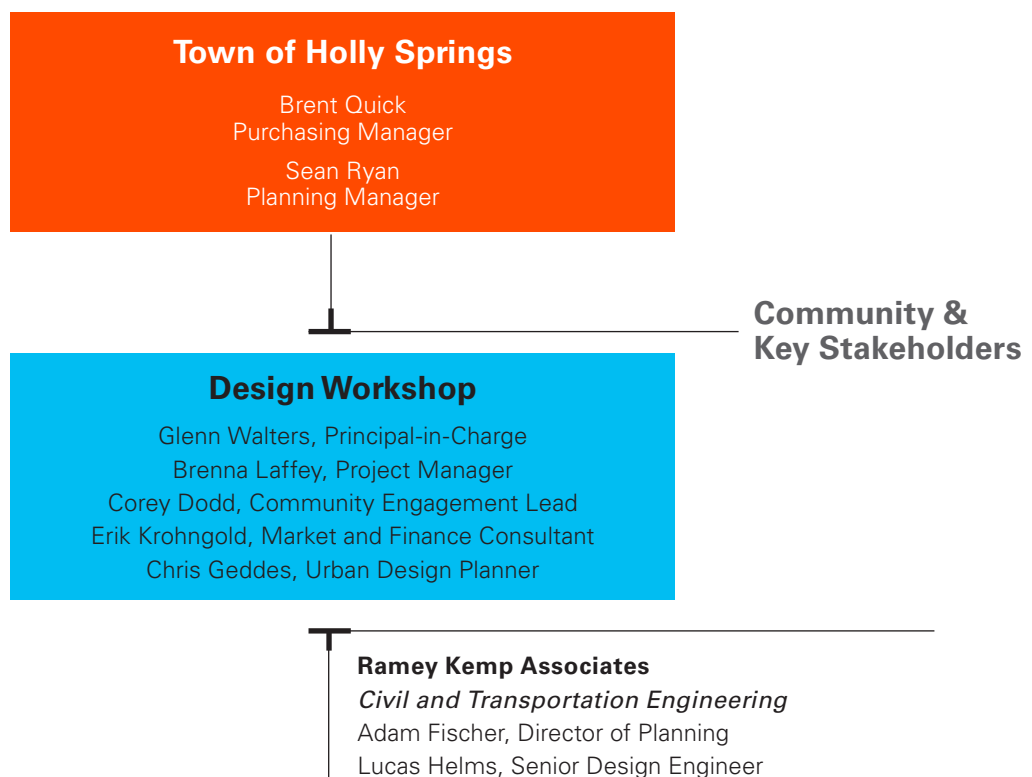
- Glenn Walters - 40%
- Brenna Laffey - 40%
- Corey Dodd - 20%
- Eric Krohngold - 20%
- Chris Geddes - 20%
- Ramey Kemp Associates - 20%

Supplemental Services

Design Workshop has very relevant depth of experience in downtown and public realm planning and has

the capabilities of performing most of the services being requested in the supplemental services. Some of the tasks, whoever, will be performed by sub-contractors that we have relationships with to leverage their expertise to specific items being requested. When and if these tasks are requested, or as part of negotiating an agreement for additional services, we will provide appropriate subs for the specifics of the task being requested. We propose waiting to provide these so that we don't overstate the expectations of subs within the proposal process and so that we respond to supplemental task requests in a highly efficient, focused and cost-effective manner.

Team Structure



Schedule

Month	1	2	3	4	5	6	7	8	9	10	11	12
Task 1: Background Research												
Task 1.1 Strategic Kick Off Meeting												
Task 1.2 Document Review												
Task 1.3 Base Mapping												
Task 1.4 Site / Opportunity Analysis												
Task 1.5 Existing Conditions Report												
Task 2: Community Engagement												
Task 2.1 Engagement Plan												
Task 2.2 Branding Coordination												
Task 2.3 Website Coordination												
Task 2.4 Business / Property Owner Webinar												
Task 2.5 Stakeholder Group Meetings												
Task 2.6 Community Workshop #1												
Task 2.7 Community Workshop #2												
Task 2.8 Community Workshop #3												
Task 2.9 Community Workshop #4												
Task 3: Opportunities and Improvements												
Task 3.1 Concept Scenarios												
Task 3.2 Evaluation												
Task 3.3 Preferred Plan												
Task 4: Document Creation												
Task 4.1 Outline for Review												
Task 4.2 Graphic Template for Review												
Task 4.3 Content Generation												
Task 4.4 30% Document Review / Revision												
Task 4.5 60% Document Review / Revision												
Task 4.6 100% Document Review / Revision												
Task 4.7 Adoption												



Glenn Walters

PLA, LEED® GA™
Principal-in-Charge

Design Workshop

Education

Master of Landscape Architecture,
Pennsylvania State University

Bachelor of Landscape Architecture,
University of Georgia

Licensure and Certifications

Professional Landscape Architect:
North Carolina & Georgia

LEED® Green Associate™

Glenn has over 30 years of experience in the planning of communities, towns and cities. He has led large teams in the creation of downtown plans, large scale master plans and comprehensive plans. His real estate development experience combined with his landscape architecture and planning background enables particular insight into creating solutions that are creative and grounded in economic realities. He enjoys the challenges, as well as the rewards of community engagement. His recent and current work includes a redevelopment plan for Reidsville, North Carolina, a downtown revitalization plan for Wilkesboro, North Carolina, a downtown revitalization and beautification plan for Cherryville, North Carolina and a Vision Plan for a key part of Hilton Head Island, South Carolina.

Select Project Experience

Reidsville Mixed-Use Depot District Master Plan – Reidsville, NC
Wilkesboro Downtown Streetscape Design – Wilkesboro, NC
Complete Streets Corridor Study | Innes and Long Streets – Salisbury, NC
Downtown Cherryville Streetscape & Public Space Plan Cherryville, NC
Kinston Downtown Concept Plan – Kinston, NC
Morgantown Downtown Master Plan – Morgantown, WV



Brenna Laffey

Project Manager

Design Workshop

Education

Master of Landscape Architecture,
NC State University

BS in Interior Design East Carolina
University

Professional Affiliations

American Society of Landscape
Architects (ASLA)

Brenna's experience and interests translate across multiple scales of intervention, from large-scale systems thinking to crafting thoughtful details. Her background in interiors and materials fuels her passion for human-scale place-making. Inspired by witnessing the catastrophic impacts of Hurricane Sandy in NYC, Brenna has also participated in cross-disciplinary teams working in the realm of resiliency, in particular with coastal communities and sites at risk of flooding. She believes that design at any scale can be a powerful medium in addressing complex issues and advocates for equitable, meaningful, and sustainable solutions. Brenna is experienced in geospatial analysis, community engagement, and graphic communication. Projects she has managed include Leland, NC Comprehensive Land Use Plan, Baldwin County Future Land Use Plan, Park City South (Phase 1 and 2).

Select Project Experience

Eastfield Regional Park – Huntersville, NC
Kellam-Wyatt Master Plan – Raleigh, NC
Bailey Drive Greenspace – Raleigh, NC
Beaufort County Open Space and Conservation Plan – Beaufort County, SC
Whispering Pines Farm – Creedmoor, NC
Devereux Meadow Park – Raleigh, NC



Corey Dodd
Community
Engagement Lead

Design Workshop

Education

Master of Landscape Architecture,
North Carolina State University

Bachelor of Science in Interior Design,
Appalachian State University

Professional Affiliations

Board Member, Partners for
Environmental Justice, Raleigh, NC

Secretary, Legacy Committee, Dix
Conservancy, Raleigh, NC

As a Community Engagement Lead, Corey is motivated by the opportunity to serve as a placekeeper for communities that have been historically burdened by an inequitable distribution of resources and calculated geographic placement. He strives to uphold the power of landscape experience to combat such injustices and promote cognitive health and wellbeing. Corey's experience includes multi-scale analysis and planning, natural resource protection, and working with multidisciplinary teams to facilitate community-led projects highlighting site-specific cultural, ecological and agricultural heritages.

Select Project Experience

Reidsville Mixed-Use Depot District Master Plan – Reidsville, NC

Emma Webb Park – Kinston, NC

Kellam-Wyatt Preserve Master Plan – Wake County, NC

Baldwin County Land Use Plan – Baldwin County, AL

Atlanta Beltline Westside Trail Extension – Atlanta, GA



Eric Krohngold
Market and
Finance Consultant

Design Workshop

Education

Master of Urban & Regional
Planning, Physical Planning & Design,
University of Michigan

Bachelor of Arts, International Studies
– World Economy & Business, The
Ohio State University

Professional Affiliations

Urban Land Institute (ULI)

Eric is a member of the Strategic Services team based out of Design Workshop's Denver Office. Prior to joining Design Workshop, Eric provided real estate development and facility planning advisory services to colleges and universities throughout the United States. He received his bachelor's in International Studies with a focus on Economics and Business from Ohio State University and a Master of Urban and Region and Planning from the University of Michigan. Eric believes strongly in the transformative power of community and market driven real estate development projects and is passionate about weaving community engagement efforts throughout the project planning process. His skills range from regional market analysis and master planning to individual project market and financial feasibility studies.

Select Project Experience

Powell Gardens Revenue Study and Business Plan – Kansas City, MI

Van Dyke Avenue Corridor Master Plan Update – Sterling Heights, MI

Los Solaris Development Pro Forma – Santa Fe, NM

Harold Richardson Redwoods Reserve Access – Sonoma County, CA

Management and Staffing



Chris Geddes
Urban Design Planner
Design Workshop

Education

Master in Urban & Regional Planning, Highest Honors, University of Colorado, Denver

Bachelor of Science, Civil Engineering, University of Colorado, Boulder

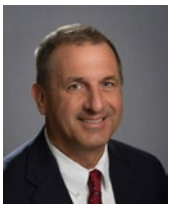
Licensure and Certifications

American Institute of Certified Planners (AICP)

Chris, a planner and urban designer, is driven by the desire to provide clients and community members a meaningful voice in the planning and design of public spaces. With over 20 years' experience, he believes that it is the responsibility of designers to draw out the desires of those who use public space, illustrate those desires in ways that all can comprehend, and engage stakeholders in a way that builds trust. Chris works on projects of all scales, from community planning to the detailed design of public spaces, and is particularly fond of projects that tackle social and physical challenges.

Select Project Experience

Denver Parks & Recreation Strategic Acquisition Plan – Denver, CO
Downtown Denver Parks & Public Spaces Master Plan – Denver, CO
Downtown Ogden Master Plan – Ogden, UT
East Colfax Streetscape Concept Plan – Denver, CO



Adam Fischer
PE
Director of Planning
Ramey Kemp

Education

BS Civil Engineering

Licensure and Certifications

Professional Engineer:
North Carolina

Adam has 33 years of experience solving community mobility and safety issues with a multi-modal approach. Mr. Fischer retired as the Director of Transportation for the City of Greensboro, NC, a position he held for 11 years. Mr. Fischer is skilled in traffic engineering, budgeting, transportation engineering, complete streets, and urban planning.

Select Project Experience

Gate City Boulevard Streetscape – Greensboro, NC*
US 29 Corridor Study – East Greensboro, NC*
Greene Street Transformation – Greensboro, NC*
Bellemeade Downtown Streetscape – Greensboro, NC*
Market Street Streetscape – Greensboro, NC*
Horse Pen Creek Road Improvements – Greensboro, NC*
Morrow Boulevard/Downtown Greenway – Greensboro, NC*

* Projects were performed with Greensboro DOT



Lucas Helms
PE
Senior Design Engineer
Ramey Kemp

Education

MS Civil Engineering

BS Civil Engineering

Licensure and Certifications

Professional Engineer:
North Carolina and South Carolina

Lucas has 10 years of experience in the fields of roadway and intersection design and traffic engineering on NCDOT and Municipal projects. Mr. Helms has extensive experience with roadway and sidewalk LAPP and Federal funded projects. Mr. Helms is proficient with current ADA and PROWAG standards, transit design, project management/oversight, and preparation of contract documents with federal funding elements included.

Select Project Experience

City of Raleigh, New Hope Church Road Widening – Raleigh, NC
NCDOT C-5529, Faith Road Intersection Improvements – Mooresville, NC
NCDOT W-5205P, I-440 Westbound off-ramp, Wake Forest Road – Raleigh, NC
Pullen Road Extension – Raleigh, NC

Project References

Wilkesboro Streetscape

Andrew Carlton
Town of Wilkesboro

Address
203 West Main Street
Wilkesboro, NC 28697

Telephone #
336.838.3951 x1010

Email Address
planning@wilkesboronc.org

Wheaton Strategic Downtown Plan

James Kozik
City of Wheaton

Address
303 West Wesley Street
Wheaton, IL 60189

Telephone #
630.260.2008

Email Address
jkozik@wheaton.il.us

Reidsville Small Area Plan

Jeff Garstka
City of Reidsville

Address
230 West Morehead Street
Reidsville, NC 27320

Telephone #
336.347.2307

Email Address
jgarstka@ci.reidsville.nc.us

Alton Great Streets

Paul Hubbman
East-West Gateway

Address
One South Memorial Drive
St. Louis, MO 63102

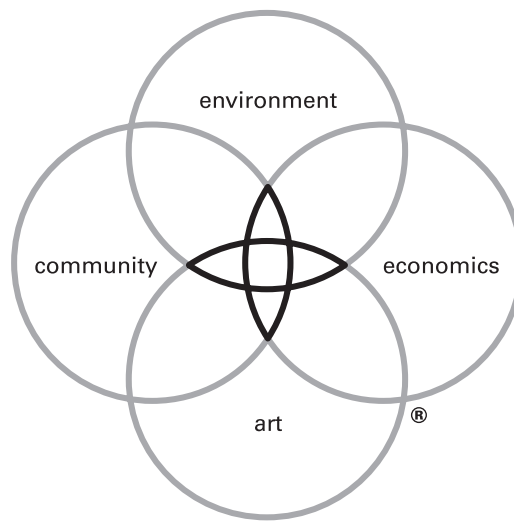
Telephone #
314.421.4220

Email Address
paul.hubbman
@ewgateway.org

Consultant's Expectations of Town

Design Workshop looks forward to working with the Town in a collaborative, team-oriented manner to execute a project of high quality. We will need assistance from the Town on the following:

- Assistance with meeting times and locations
- Providing base mapping and background studies in a timely manner at the beginning of the project
- Assistance with community engagement meeting invitations, press releases, social media blasts
- Managing a project web site that we will provide content for
- Printing of materials for community workshops and meetings
- Meeting with us bi-weekly for progress reporting



DW LEGACY DESIGN®

Legacy Design is the defining element of our practice. It is our commitment to an elevated level of design inquiry to arrive at the optimal solutions for clients. The process ensures that our projects reflect the critical issues facing the built environment and that they deliver measurable benefit to clients and communities.

It is the foundation of the firm's workshop culture and guides all projects.