



Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of March 19, 2024 meeting agenda

RECOGNITIONS

5. Holly Springs Half Marathon Recognition

REQUESTS AND COMMUNICATIONS

6. Yard Waste Program Update

CONSENT AGENDA

7. February 20, 2024 Business Meeting Minutes
8. Monthly Budget Amendments and Grants
9. 11623 Holly Springs New Hill Rd. - Voluntary Annexation A23-06
10. Certification of Zoning Map
11. Operations Campus Phase 1A GMP Amendment for Additional Construction Services and Materials
12. Condemnation Resolution for Main Street Right Turn Lane (Bond) Project

PUBLIC HEARINGS

13. Green Oaks Tech Center PUD Major Amendment 21-PUD-01-A01 - Legislative Public Hearing
14. Voluntary Annexation A23-09 12037 Holly Springs New Hill Rd. - Legislative Public Hearing

NEW BUSINESS

15. 2035 Wake Transit Plan Update Stakeholder Appointment
16. North Carolina DOT Signal Upgrade and Timing Design Reimbursement Agreement

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.

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: Holly Springs Half Marathon Recognition

Strategic Priority Area: Engaged, Healthy, & Active Community

Staff Resource: Adam Huffman, Parks & Recreation

Action(s):

No action is necessary.

Explanation:

- Ryan Montelione, representing the Holly Springs Half Marathon (HSHM) Foundation, will recognize the Town for its continued partnership in hosting the annual running event.
- HSHM will also highlight the purchase and donation of two new water fountains as part of their yearly contribution that will be installed along town greenways.

Background:

- In October 2021, Town Council approved a Memorandum of Understanding (MOU) with Holly Springs Half Marathon (HSHM) to host the annual race event each November at Ting Park and along town roads and greenways. The current MOU is valid through December 2024.
- The HSHM is a not-for-profit organization and has hosted this annual race event in Holly Springs since 2016. Approximately 1,100 runners participate annually. A portion of race proceeds are donated to charitable organizations in Holly Springs.
- As part of the MOU, HSHM provides a \$15,000 stipend or a donation of in-kind amenities at the same value to improve town greenways. The amount donated exceeds the rental rate per the annual fee schedule. To date, over \$105,000 worth of equipment and donations have been provided for greenway improvements, such as the addition of four water fountains, and exercise equipment along the Carl Dean Greenway.
- In April 2023, an addendum to the MOU was approved by Town Council which added two races to the contract, the North Carolina Spring Classic and Winter Ultra Race. Similar contractual provisions apply to these races, with a \$1,850 and \$2,500 contribution being donated to the town for supporting these events.

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Consent Agenda

Title: February 20, 2024 Business Meeting Minutes

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Approve the minutes of the February 20, 2024 Town Council meeting.

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. 2.20.24 minutes - DRAFT



MINUTES

The Holly Springs Town Council met in regular session on Tuesday, February 20, 2024. Mayor Mayefskie presided, calling the meeting to order at 7 p.m. A quorum was established as the Mayor and five Council members were present in the Chamber as the meeting opened.

Council Members Present: Mayor Mayefskie, Mayor Pro Tem Berry, Council members Timothy Forrest, Danielle Hewetson, Annie Drees, and Chris Deshazor.

Council Members Absent: none.

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*; Kathy White, *Deputy Clerk*; Corey Petersohn, *Budget and Sustainability*; Cassie Hack, *Director, Communications and Marketing*; Tina Stroupe, *Finance Director*; Chris Hills, *Director of Development Services*; Elizabeth Goodson, Catherine Jacobs, Sean Ryan, Cheryl Caines, Conor Ryan, and Aaron Prichard, *Development Services*; LeeAnn Plumer, *Director, Parks & Recreation*; Irena Krstanovic, *Economic Development*.

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Aradhana Aggarwal of Hindu Society of North Carolina.

4. Agenda Adjustment: The February 20, 2024, meeting agenda was adopted with changes, if any, as listed: none.

Motion: Berry

Second: Forrest

Vote: Unanimous

RECOGNITIONS

5. Girl Scout Week Proclamation

Mayor Mayefskie proclaimed March 10-16, 2024 as Girl Scout Week in Holly Springs and presented the proclamation to Roshni Pattath and her Brownie Scout daughter.

6. Recognition of Nicole Zettel, State Champion Swimmer

Mayor Mayefskie recognized the achievement of Nicole Zettel, state champion swimmer in the 500-yard freestyle event for the second year in a row.

7. Developmental Disabilities Awareness Proclamation

Mayor Mayefskie proclaimed March as Developmental Disabilities Awareness Month in Holly Springs.

8. Arbor Day Proclamation

Aaron Prichard, Development Services, said that Arbor Day is celebrated in March in North Carolina. He outlined the benefits that trees provide and informed the public of upcoming activities.

Mayor Mayefskie proclaimed March 22nd as Arbor Day in Holly Springs and presented the Proclamation to Eric Dean of the Tree Advisory Committee

9. Engineers Week Proclamation

Kendra Parrish, Executive Director of Utilities and Infrastructure, spoke of the work engineers perform in designing and creating solutions to address local and global challenges. She recognized the engineers on staff and on Council. Mayor Mayefskie proclaimed February 18th – 24th as Engineers Week in the Town of Holly Springs.

REQUESTS AND COMMUNICATIONS

10. 2024 Wake County Real Property Revaluation

Tina Stroup, Finance Director introduced Marcus Kinrade, Wake County Tax Administrator. Mr. Kinrade provided an update on the 2024 property revaluation in Wake County. He explained what the revaluation is and why it is conducted. He gave an overview of the results of the revaluation in Wake County and Holly Springs. He provided information to anyone who wishes to file an informal assessment review or a formal appeal to the Board of Equalization and Review regarding their property's assessment, and about tax relief programs available.

CONSENT AGENDA

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

11. Minutes – Council approved the minutes of the December 19, 2023 and January 16, 2024 Business meetings.

12. Monthly Budget Amendments – The Council approved the Parks and Recreation Athletics and Administrative Actions Amendments, and adopted Grants and Special Revenue Fund Project Ordinance 24-01.

A copy of Ordinance 24-01 is attached to these minutes.

13. Engineering Design & Construction Standards Section 6 Update – The Council approved changes to Engineering Design and Construction Standards, Section 6 (Water Distribution) in response to comments received by the North Carolina Department of Environmental Quality (NCDEQ) Public Water Supply Section.

14. 12037 Holly Springs New Hill Rd. – The Council adopted Resolution 24-02 directing the Town Clerk to investigate the sufficiency of annexation petition A23-09 and setting the public hearing for March 19, 2024.

A copy of Resolution 24-02 is attached to these minutes.

15. Authorize Town of Holly Springs RAISE Grant Application – The Council authorized the Town Manager to sign and submit an application for a RAISE grant for design of Holly Springs Road Widening (West) which if awarded requires a 20% non-federal match of \$600,000.

16. Development Plan 18-DP-15-A01 Expiration Extension Request for Wegmans – The Council granted the first of an allowable 4, six-month extension for 18-DP-15-A01 for Wegmans to extend the expiration date from February 15, 2024 to August 15, 2024, as requested by Arthur Pires.

17. Development Plan 19-DP-23 Expiration Extension Request for Avent Ferry Commercial – The Council granted a six-month extension of 19-DP-23 for Avent Ferry Commercial to extend the expiration date from August 15, 2023 to February 15, 2024, as requested by Swadesh Chatterjee.

18. Utility Asset Inventory and Assessment (AIA) Grant Project Ordinances – The Council adopted Grant Project Ordinances 24-03 (water) and 24-04 (wastewater) to authorize the Water and Wastewater Asset Inventory Assessment (AIA) grant projects.

Copies of Ordinances 24-03 and 24-04 are attached to these minutes.

19. Retirement of K-9 Hondo and Transfer of Ownership to Handler Officer Siobhan Juarez – The Council declared canine asset Hondo surplus and transferred ownership to Officer Siobhan Juarez.

20. Construction Prequalification Policy – The Council approved the Construction Prequalification Policy.

A copy of the policy is attached to these minutes.

21. Utility Allocation Request for 370 Green Oaks Parkway – The Council approved Utility Allocation Request for 370 Green Oaks 23-DP-09.

22. Holly Springs Road Widening (East) Sewer Forcemain Upsize Change Order – The Council authorized the Town Manager to execute a change order in the amount not to exceed \$650,000 for wastewater force main upsizing on Holly Springs Road East-Central, and adopted Waste Water Capital Project Ordinance 24-05.

A copy of Ordinance 24-05 is attached to these minutes.

PUBLIC HEARINGS

23. Friendship Road Industrial Development Plan 22-DP-10

Cheryl Caines, Development Services, said this item was to consider a Development Plan for Friendship Road Industrial. She said that this site is part of Friendship Innovation Park. The land was rezoned by Council on October 19, 2021 and the major subdivision plan was approved on September 7, 2021. This will be a quasi-judicial hearing at which sworn testimony by fact witnesses will be presented. She showed the location of the property in relation to its neighbors and said it was designated as Business & Industrial in the Land Use and Character Plan and zoned BRT: Business and Research Technology. She said there would be two buildings, 150,000 square feet of manufacturing and office space with a plaza and active recreation open space. She showed proposed elevations and said the applicant would describe them in more detail.

Catherine Jacobs, Development Services, said that the site was served by sewer, potable water, and reclaimed water, all of which would be completed with this project. She said the developer would widen Friendship Road along the property frontage per the Comprehensive Transportation Plan. She showed the location of the new site access points and said the traffic improvements were consistent with the previously completed Traffic Impact Analysis.

Ms. Caines said that the plan is consistent with adopted plans and ordinances, the use is consistent with the zoning and the Future Land Use plan. The site design minimizes impacts to environmental features and adjacent properties. She said that public utility connections are provided and there is safe and efficient circulation and access. Staff recommends approval.

Van Crandall, Planning Board Representative, said that the Planning Board recommended approval with a vote of 6 – 0. He summarized the questions the Planning Board asked and the satisfactory responses they received, including such things as EV charging spaces, bridge limits, and light pollution.

Mayor Mayefskie opened the public hearing and the following sworn testimony was received:

Josh Lamb, speaking for the applicant, listed the Goals of an Innovation Village District and Council's goals of attracting more large-scale employers, creating commercial amenities, and balancing the overall tax base, and testified that the proposed project meets those goals. He said

the site is directly south of the Amgen facility and continues progress on the Friendship Road frontage and would bring more potential high-income jobs to the area.

Mr. Lamb said that the façade materials and colors were consistent with the UDO. He outlined the façade materials and colors, and said that screening of the dock and waste areas met the UDO Section 8.2 standards. He said that the Type A buffer at the North site plan line could be relocated to the retaining wall edge, to provide a little more screening from US 1. He said buffers to the south of the new Friendship Road driveway match the Type C-225 requirements and there is 25% more open space than required in the UDO or the masterplan. He said that evergreens would be used to screen dock areas. There will be EV-ready parking spots available and all sign requirements will be met. He said that landscaping buffers will be maintained and open space will maintain a community feel through early development stages with native plantings throughout the campus and greenway connectivity where possible.

Mr. Lamb said that Building A would be constructed in the first 1-3 years, with Building B to follow. He then outlined the development timeline over the next seven to ten years. He said the photometric study has been completed and there are zero-foot candles around the site. The goal is to meet all the Master Plan and UDO requirements, and to be a part of the sustainable growth of Holly Springs.

Council member Drees asked if there were any specific trails to connect to. Mr. Lamb said the plan was to connect to the east of the site, over the ten years.

Council member Deshazor asked if there would be walking or bike paths within the site. Mr. Lamb said there would be sidewalks along the road and within the site between buildings. There is not a loop around the facility, given that it is an industrial facility.

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

Action: Motion to adopt Resolution 24-03 to make and accept the Findings of Fact for consideration of and to approve Development Plan 22-DP-10 for Friendship Industrial.

Motion by: Forrest

Second by: Hewetson

Vote: unanimous

24. Village Gate Rezoning 23-REZ-08

Conor Ryan, Development Services, said the purpose of this legislative public hearing was to consider a request for a Conditional District Rezoning for properties near S. Main and Ralph Stephens Rd. that are part of the Village Gate project from CDCU to CDCZ. He showed the location of the property and said that it was designated Mixed-Use Center on the Land Use and Character Plan and zoned CB: Community Business. He said that in June of 2020 the zoning was changed from residential to Community Business Conditional District with 12 conditions. A master plan and three development plans were subsequently approved in November of 2020. The applicants are seeking to revise two of the 12 conditions. First to reduce the minimum number of workforce housing units from 50 to 25; and to remove the site access for Tract 1B and thus the turn lane associated with that site access. Along with this revision the Development Agreement would be revised to reflect the revised conditions and to allow the workforce housing units to be purchasable as well as rented, and to reduce the workforce housing units covered under a single master water meter from 50 to 25 if rented.

Catherine Jacobs, Development Services, said the site was served by water and sewer. She said all of the required roadway widening has been completed. She showed the proposed driveway that would be removed, and said the turn lane would no longer be needed and would be removed.

Mr. Ryan said that the request was consistent with adopted plans and ordinances and had relatively minimal changes to existing zoning conditions. There were no changes to uses, density, or site and building design. He said the applicant's justification for the proposed changes was deemed acceptable by staff, who recommended approval.

Van Crandall, Planning Board representative, said that the Planning Board voted to recommend approval with a vote of 5 – 1. Mr. Bess voted against, saying that he didn't think the

justification was adequate. The Planning Board discussed concerns about the reduction of workforce housing units, which the applicant noted was due to rising construction costs and a total reduction in housing units for the project. He said there were concerns about whether this project still meets the Town's strategic initiative regarding affordable housing, questions about qualifications for residents desiring to live in the workforce housing, and about UDO policies around workforce housing.

Mayor Mayefskie opened the public hearing and the following input was received:

Chris Rurkowski with TMTLA Associates, spoke for the applicant. He repeated the applicant's request to reduce the number of workforce housing units, given the increase in construction costs and the cost of borrowing money, as well as the reduction in total units of about 20-25%. The removal of the zoning condition requiring the site driveway between Hampton Inn and the site is being requested to be removed because the change in use from retail to medical office would create less traffic and there would thus be adequate access.

CM Drees asked what measures other than reducing workforce housing were considered to address the costs. Mr. Rurkowski said they considered going more vertical and invited Eli Zablud, the applicant, to respond more fully. Mr. Zablud said they considered changing from mixed-use to total office building. They had a conversation among them and with staff and they encouraged them to stay with the current plan. He said they cannot build higher because of height restrictions so reducing the units was their option.

Council member Deshazor said the reduction in total units was 25%, but the reduction in workforce housing was 50%. He asked why those numbers could not be consistent. Will the concession of the master water meter be given back? Mr. Zablud said originally they would have had 50 units on one water meter. Now they are going to turn it from rental to owned property. That will benefit the residents a lot. The 25 units will be sold. In the event they cannot sell them and have to leave them as rentals, then the master meter will cover 25 units, not 50. He said the concession they gave to the Town is the change of the traffic lights to mast arm and the greenway that we are going to build for the town. It was a long process of give and take. If the changes are not made, under the current construction costs and interest rates, the project could not go forward at all. If the changes are not made, they will have to wait and not finish the project.

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

MPT Berry said that the workforce housing was offered voluntarily, not required by the town. The master meter is something the Town has done for other projects. It is beneficial to developers but is not a taxpayer subsidy. It just means the town is taking in less money in fees than it could have.

Action: Motion to adopt Rezoning Ordinance RZ24-01 to adopt the statement of compatibility and approve rezoning 23-REZ-08 and associated Development Agreement revision.

Motion by: Berry

Second by: Hewetson

Vote: unanimous

NEW BUSINESS

25. Resolution Adopting the Water Shortage Response Plan

Rachel Ingham, Utilities and Infrastructure, said that this was a statutorily required update to the Town's Water Shortage Response Plan. She explained what the plan covers and why the Town needs it. She explained who is responsible for implementing the plan and how the public would be notified. She outlined the four stages in a water shortage and what restrictions would be in place for each stage. She outlined the compliance elements, the ability to request a variance in certain

circumstances, the post-drought evaluation process, and procedures for revising and updating the plan.

She said the State verified that the plan meets the statutory requirements in January.

Council member Drees asked what land owned by an HOA would be covered by. Ms. Ingham said the irrigation schedule is referring to residential property. HOA land would be defined as non-residential. Council member Drees asked if the size of a swimming pool was defined. Ms. Ingham said pool size is not defined, although other bodies of water are. The code of ordinances has more detailed language but does not speak to the size of a pool.

Action: Motion to adopt Resolution 24-04 approving the Water Shortage Response Plan.

Motion by: Deshazor

Second by: Forrest

Vote: unanimous

26. Contract for Professional Services – Design of the Utley Creek Water Reclamation Facility Expansion to 8 MGD

Seann Byrd, Deputy Director of Utilities and Infrastructure, said this item was to request approval of a contract with Hazen and Sawyer for the design of the Utley Creek Water Reclamation Facility (UCWRF) to 8 mpg. He gave the timeline of actions leading to this point, and forward through next steps to the completion of construction. He outlined the areas of the facility that would be designed under this contract, why they were needed and some of the challenges for each.

Mr. Byrd said that the Town is permitted up to 8 mpg and explained the sampling and modeling plan for a further expansion into Utley Creek beyond 8 mgd. He showed areas of the Creek, the Thomas Mill Pond and the Green Tree Reservoir that would be sampled as part of this process.

Mr. Byrd gave a breakdown of the costs of this contract and what was covered for the \$12,404,016, as well as the total project costs estimated for the expansion. He said that funding for this comes from a \$3,000,000 federal grant and a revenue bond for \$29,500,000. This will be the first issuance of the revenue bond.

Council member Drees said the preliminary engineering report was impressive. MPT Berry asked if this just gets us to 8mgd or does it go beyond. Mr. Byrd said this gives us design beyond 8mgd, but there would be additional engineering costs to expand beyond 8 mgd.

Action 1: Motion to approve the contract with Hazen and Sawyer for the design of the UCWRF expansion to 8 MGD in the amount of \$12,414,016.

Motion by: Forrest

Second by: Hewetson

Vote: unanimous

Action 2: Motion to adopt Wastewater Capital Project Ordinance 24-05.

Motion by: Forrest

Second by: Hewetson

Vote: unanimous

27. 2024 Local, State, and Federal Legislative Agenda

MPT Berry said that the Council's Legislative Action Committee had met and prepared a draft list of priority areas for the current year, which was discussed at the Mayor and Council Retreat earlier this month. He said that this year the committee recommends adding the Wake County Public School System as a priority for the coming year.

MPT Berry outlined the priority areas as follows:

Wake County Public School System

- Neighborhood schools siting and accessibility/walkability to schools
- School Resource Officer partnerships and school safety

Wake County

- Partnerships for expansion of workforce housing;
- Partnerships to advance regional greenway system connections.

State

- Wastewater/Reuse infrastructure funding partnerships;
- Preserving local authority, specifically around tree preservation and stream buffers;
- Investment in transportation infrastructure and NCDOT staff resources.

Federal

- Water/wastewater/reuse infrastructure funding partnerships;
- U.S. Post Office facility investments.

Action: Motion to approve the Town Council's 2024 legislative priorities.

Motion by: Deshazor

Second by: Forrest

Vote: unanimous

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

The following public comments were received in writing: none

The following public comments were received in person:

Roshni Pattath, of Holly Springs, said she realizes the value of the Town having a human relations advisory committee. She said the Town took no action on the Wake County NDO and did not approve the affordable housing plan. She would like Council to form a Human Relations Advisory Committee to receive public comment and create plans to address issues brought to them by residents. It would make Council aware of any human rights violations.

Taima Abu Alhawa, 409 Anchor Creek Way, said she was a Palestinian American and spoke requesting a cease fire in Gaza. She said that signing a cease fire resolution would build trust among residents and convince Congress to push for a cease fire. She mentioned Durham's action to sign the resolution. She said it was a moral duty.

OTHER BUSINESS

Mayor Mayefskie wished CM Drees and Irena Krstanovic happy birthday.

Council member Deshazor said that there is a great program on Friday at the Cultural Center at 6 pm to celebrate black history month.

Council member Drees said she attended the tree pruning workshop this weekend. She thanked staff and the Tree Advisory Committee for a very successful event. She reminded people that applications were open for TAC and PRAC and asked applicants to reach out to Council to discuss their reasons for wanting to serve.

Council member Hewetson said there are a lot of exciting events coming up in town. But she highly recommends the tour of the Utley Creek Water Reclamation Facility. She said it is a fascinating facility. She also said that Perdue baseball will be playing at Ting Park all weekend.

Council member Forrest thanked Council and staff for an excellent retreat. A lot of ideas were discussed for moving forward. He thanked the Wake Co Tax administrator for a good presentation.

Mayor Mayefskie talked about the installation of a new historical marker near Sunset Lake Rd at Virginia Creek Drive that he and Council members Drees and Hewetson attended. He read the researcher Ms. Morgan's statement about the Revolutionary War camp and Mill that were on the site and were celebrated with the new marker.

MANAGER'S REPORT

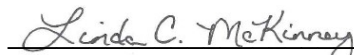
Randy Harrington, Town Manager, said he had 4 items.

1. He thanked Holly Springs Food Cupboard Board who recognized town staff for collecting 863.7 pounds of food for the Cupboard.
2. February 29th is our first Citizen's Academy session. The first night has a heavy emphasis on the work of the Council and administration. There was great interest in this program.
3. March 4th is the 1st week of the new yard waste program. The carts have been delivered. If you have questions about the program, please call 311. And the Mayor has an event coming up. Mayor Mayefskie said Community Chats will start this Thursday. There is a lot going on around town and to get information out to the community, you can come ask questions. This one is at the Cultural center and is on the Yard Waste Program. There will be lots of interesting information. Mr. Harrington said there is much information on the town web site.
4. Finally, as point of personal privilege, the Holly Springs Hawks won their 1st conference playoff tonight.

CLOSED SESSION: none.

Adjournment: MPT Berry made a motion to adjourn at 9:05 pm. It was seconded by Council member Forrest and passed with a unanimous vote.

Respectfully Submitted on Tuesday, March 19, 2024.



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#: 8.

Consent Agenda

Title: Monthly Budget Amendments and Grants

Strategic Priority Area: Organizational Excellence

Staff Resource: Corey Petersohn, Finance

Action(s):

Receive Town Manager approved budget amendments

- Amendment 1 - General Fund Vehicle Amendments

Approve the following amendments and adopt associated project ordinances:

- Authorize the Town Manager to accept a grant from the North Carolina 911 Board
- Amendment 2 - Grants and Special Revenue Fund (24-06)

Explanation:

- The budget ordinance for the town authorizes the Town Manager to approve inter-department budget amendments within the same fund up to \$50,000 with notification to Council by the following month.
- Each month, when applicable, the Budget Office will provide a copy of these approved amendments.
 - **Amendment 1** - General Fund Vehicle Amendments: Town Manager authorized the transfer of \$13,600 and \$11,000 from a central services operational contingency account to fund additional costs for the purchase, taxes, and upfit of 4 Development Services Vehicles. This amendment does not change the total budget and maintains a balanced budget.
- Town Council approval is required for any amendments that increase the total appropriation or transfer of funds greater than \$50,000 between departments:
 - **Amendment 2**- Grants and Special Revenue Fund (24-06) appropriates \$105,551 in grant funding:
 - \$29,231 in grant funds to be received from the North Carolina 911 Board for the purchase of 5 radios.
 - \$76,320 in grant funds to be received from the Energy Efficiency and Conservation Block Grant (EECBG) for the implementation of energy reduction projects.

Background:

- Capital project funds appropriate funds for all projects within the scope of the respective

fund.

Funding Source(s):

- Operating Budget - General Fund - Development Services
- Grants and Special Revenue Fund - State Grants

Attachment(s):

1. Amendment 1 - Development Services Vehicles
2. Amendment 2 - Grants and Special Revenue Ordinance (24-06)
3. NC 911 Board Grant Agreement

Town of Holly Springs FY2023-24 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, 2024.

Department: Admin & Development Services

Date: 3/1/2024

Reason for Budget Amendment:

Vehicle purchase costs and upfits have risen over the past year and additional funds are needed for the purchase of 4 vehicles for new development services positions. Transfers funds in the general fund designated for operational contingency.

Expense			
Account #	Account Description	Increase	Decrease
10-460-025-90.02	Development Services - Inspections - Vehicle Outlay	\$ 13,600	
10-460-015-90.02	Development Services - Compliance - Vehicle Outlay	\$ 11,000	
10-410-82.98	General Fund - Central Services - Op Contingency		\$ 24,600
Total Expense:		\$ 24,600	\$ 24,600

Revenue			
Account #	Account Description	Increase	Decrease
Total Revenue:		\$ -	\$ -

Department Head Signature (or electronic submission)

Town Manager Signature (if necessary)

Town Manager has authorized Department Directors to transfer operating funds within their department.
 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. 24-06

Date Submitted: March 19, 2024

Date Adopted: March 19, 2024

**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: The following amounts are appropriated for the project funds effective March 19, 2024

Grant and Special Revenue Fund	
Expenditures:	
Code Enforcement	2,526,455
Police	450,081
General Government	2,401,011
Parks and Recreation	61,063
Public Works	12,500
Fire	5,000
Total	5,456,110

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

Grant and Special Revenue Fund	
Revenues:	
Transfers from General Fund	2,551,761
State Grants and Intergovernmental Funds	2,136,889
Federal Grants and Intergovernmental Funds	423,705
Miscellaneous Revenues	343,755
Total	5,456,110

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 or designee 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 March 19, 2024 in accordance with the laws of the State of North Carolina.

Adopted this, the 19th day of March 2024.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk



Contract No.

AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the _____ day of the month of _____, 2024 by and between the **Town of Holly Springs**, the **Grantee** and the **North Carolina 911 Board** (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the 911 Board (together “the Parties”) hereby agree to the following terms.

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Town of Holly Springs

By: _____

Title: _____

Date: _____

ATTEST: _____

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

By: _____

Director of Fiscal Operations

N.C. 911 Board

By: _____

Title: _____

Date: _____

WITNESSETH:

WHEREAS the 911 Board was created by N.C. Gen. Stat. §143B-1400 *et seq.* to collect and administer the 911 Fund, and

WHEREAS the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407, 09 NCAC 06C .0400, and procedures for Grants adopted by the Board, and

WHEREAS Grantee submitted a Grant Application to purchase portable radios for the Primary PSAP, and

WHEREAS the 911 Board allocated funds for the purposes identified in the Grant Application.

NOW, THEREFORE, the Parties enter into this Agreement, and 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. Definitions:

- a. Project: 2023 Portable Radio PSAP Grant.
- b. Deobligation: the 911 Board's cancellation or downward adjustment of all or part of the grant award. Deobligation, if imposed, will not affect disbursed funds but will affect any remaining amount of awarded funds.
- c. Executive Director: Executive Director of the 911 Board.
- d. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.
- e. Grantee: The unit of local government operating a Primary PSAP, as identified in the Grant Application, notwithstanding G.S. §143C-6-23(a)(3).
- f. Grant Application: The Application submitted by the Grantee to request Grant Funds for the Project. The Application stated the model type and number of radios requested and the total amount of Grant Funds requested. The Grantee's Application is attached hereto as Exhibit C and incorporated herein.
- g. Grant Funds: The amount stated in the Grant Application and authorized for award by the 911 Board.
- h. Ineligible Costs: such expenses that are not funded through the Monthly Distributions defined G.S. §143B-1406(a), and not identified in the Approved Use of Funds List published on the 911 Board website.
- i. Interlocal agreement: Reserved.
- j. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. For the purposes of this Agreement, Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to allocation and appropriation of funds to the agency for the purposes set forth in this Agreement.

k. Subgrantee: As defined in N.C. Gen. Stat. §143C-6-23(a)(4), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

l. Unit, or unit of local government:

As defined in N.C. Gen. Stat. §143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. §160B-2(1), and all boards, agencies, commissions, authorities and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. Scope of Project: To purchase portable radios for the Grantee's Primary PSAP. The Grant Funds shall only be used to pay for the portions of the project that are Ineligible Costs.

a. Grantee shall be responsible for administrative and management duties associated with the Project; and shall be responsible for completing the goals and objectives described in the Grant Application. This Grant shall only be used for paying for portions of the project that are Ineligible Costs. To the extent that the Project includes expenses that are not eligible for monthly distribution or reimbursement pursuant to G.S. §143B-1406 and are not included in the Grant Funds allocated by the 911 Board, Grantee agrees it shall be responsible for all expenses for the non-eligible items. For eligible expenses limited by the 911 Board policies, e.g., chairs, monitors, Grantee shall be responsible for all expenses exceeding the expense limitations for such items.

b. Grantee shall prepare and submit reports in the timeframe and using the templates contained in Exhibits A and B of this Agreement.

c. Goals and objectives and terms for meeting the same include:

1. For the Grantee's Primary PSAP, purchase the number and type of portable radios identified in its Grant Application. The Grantee and its Primary PSAP agrees it will only use the Grant Funds to purchase the portable radios selected by the Grantee's Primary PSAP on the Grant Application. The Grantee and Grantee's Primary PSAP understand and agree that they cannot use the Grant Funds for any other purpose or purchase, including selecting a different type of portable radio that was available but not selected by the Grantee in the attached Grant Application.

2. For each Board-approved seat denoted on the grant application, the Grantee's Primary PSAP will use grant funds to contract with a vendor to purchase the following:

- a. 1 portable radio (including two batteries);
- b. 2 chargers; one for the primary PSAP and backup PSAP;
- c. Programming per radio cost, ARS Encryption, and Code Plug;

- d. Training for PSAP staff on use of the new portable radios; and
 - e. Maintenance for each portable radio for the first 12 months, which will be included in the contract for sale.
- 3. All portable radios purchased by Grantee under this Agreement shall contain the VIPER Statewide required template as defined in the State Interoperability Executive Committee's SOG, in addition to whatever local talk groups the Grantee deems appropriate to its jurisdiction.
- 4. Once activated on the VIPER system, the Grantee's Primary PSAP will submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form shall become an addendum to this executed Grant Agreement. The submission will be required prior to any reimbursement by the Board.
- 5. The Grantee's Primary PSAP will keep each portable radio purchased using Grant Funds on the dispatch floor at a console exclusively for use by telecommunicators. The portable radios will not be kept elsewhere within the Primary PSAP, including supervisor offices. The radios will remain solely at the Primary PSAP and may only leave the Primary PSAP when taken directly from the Primary PSAP to a Board-approved Backup PSAP.
- 6. The radios will be maintained exclusively for the Grantee's Primary PSAP use. Neither the Grantee nor the Grantee's Primary PSAP will share, gift, loan, or otherwise allow the use of any of the portable radios purchased under this Grant Agreement using Grant Funds by other PSAPs, agencies, or departments, including those that the PSAP dispatches for or that are otherwise affiliated with the PSAP.
- 7. The Grantee agrees that it will maintain the radios exclusively for Grantee's Primary PSAP use for at least thirty-six (36) months. The Grantee and Grantee's Primary PSAP agree they will not resell, transfer, gift, or in any other manner convey the portable radios to any other entity. If the Grantee does not retain the radios on the Primary PSAP premises in accord with the terms of this Grant Agreement for at least 36 months, Grantee agrees it will reimburse the Board pursuant to Rule 09 NCAC 06C .0405.
- 8. Increase operability with surrounding emergency response resources and increase redundancy and security.
- 9. Adhere to rules for PSAP facilities and equipment within 09 NCAC 06C .0200, and for the use of Grant Funds, as stated within 09 NCAC 06C .0400. Incorporate applicable standards for mission-critical facilities published by the Federal Emergency Management Agency (FEMA), the National Fire Protection Association (NFPA), and the National Emergency Number Association (NENA). Ensure continuity of operations during implementation for all response agencies currently served.

10. Coordinate technology purchases to facilitate the use of the State NG911 system, including GIS call routing.

11. Conduct thorough system(s) testing before acceptance.

d. Grantee shall not change the Scope of Project without prior written approval of the 911 Board Executive Director.

e. Reserved.

f. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.

g. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.

h. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.

3. Changes in the Project.

a. If any changes to the project or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 *et seq.*, or subsequent modification thereof.

b. Any work referred to in Subsection 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.

c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.

d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this Agreement.

e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least sixty (60) calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.

4. Consolidation. Reserved.

5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through 30 June 2025 (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date) and terminate upon the End Date unless sooner terminated under Section 14; or amended by

written agreement to extend said date by the Parties or their successors in interest. The parties agree that this Agreement may be extended only one time. **However, both parties agree that if the Grantee fails to place its order for the portable radios with its vendor by February 5, 2025, no extension of this Agreement will occur.**

6. **Project Schedule.** Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:

a. The Project is planned to be completed in three (3) phases, with the entire project completed in approximately fifteen (15) months: 1) procurement and planning; 2) delivery, programming, and testing; and 3) training, final testing, and acceptance. The proposed budget and project plans shall be reviewed, revised, and provided to the 911 Board Executive Director as provided in Subsection 2(e) above. These revised documents must reflect any changes and special conditions of the Grant award.

b. Project timelines and milestones identified in the Grant Application are incorporated herein by reference.

c. The PSAP will continue to operate during the Project; therefore, there will be no disruption to 911 call taking and emergency dispatching services.

d. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.

7. **Delivery of Grant Funds.** The total Grant Funds equal the amount stated in the Grant Application contained in Exhibit C of this Agreement. Grant Funds shall be held by the 911 Board and delivered as follows:

a. Funds shall be released to Grantee to reimburse the Grantee for its purchase after receiving copies of Grantee's contracts, purchase orders, and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Each deliverable offered by the Grantee shall be clearly itemized to show the expenditures meet the scope of this Agreement, to include professional work performed and invoices for supplies. The Grantee shall ensure that all payments are reconciled to an applicable vendor quote to show the eligible and ineligible amounts awarded and the specific funding stream, and in sufficient detail to show the expenses in the invoice are defined to show they were part of the grant award and that the task in the milestone was completed. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

b. Grant Funds shall not be released, or paid, in advance of performance of actual services or delivery of reimbursable purchases, nor paid for interest, allocations for budget contingencies, maintenance or other services in future fiscal years. Grant Funds may not be used for any type of bond, monies due upon contract execution, or any type of speculative downpayment for the project. Funds shall be applied to ineligible expenses as identified in the Grant Application as authorized by N.C. Gen. Stat. §143B-1407(b)(4), and to expenses that are eligible under N.C. Gen. Stat. §143B-1400 *et seq.* and the Rules and policies of the 911 Board. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and accepted by the Executive Director.

c. As stated in Subsection 2(c)(4) of this Grant Agreement, once activated on the VIPER system, the Grantee will submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form shall be sent as a pdf file to the PSAP's assigned Regional Coordinator and shall become an addendum to this executed Grant Agreement. The Grantee agrees that it must submit the activation request form and until it does so, it shall not be reimbursed by the Board.

d. The Grantee agrees to submit all requests for reimbursement to the Board under Subsection 7(a) of this Agreement within thirty (30) days of Grantee's payment to that Vendor following performance of services or delivery of purchases. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and approved by the Executive Director as meeting the requirements of Rule 09 NCAC 06C .0405(c).

e. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.

f. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 *et seq.*

g. In the event Grantee breaches any of the covenants or agreements contained in this Section, or any of the representations and warranties of Sections 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this Agreement to return Grant Funds and to refund sums apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee. Grantee shall timely enforce all such rights, duties and perform its responsibilities to ensure completion of the accounting and return of Grant Funds to the Board.

h. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.

- i. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board's Grant Fund if unused or unallocated in a timely manner.
 - j. If the Board determines that the actual costs of the Project are less than the Grant amount, the Board, in its sole discretion, may reduce the amount of the Grant accordingly. If the Grantee determines that the actual costs of the Project are less than the Grant amount, it shall report so to the Board and return any surplus Grant Funds it has received to the Board.
 - k. Any costs associated with completing the project that are not eligible for reimbursement through Grant Funds, as set forth in the Grant Application, must be paid through Grantee's general funds. The general funds shall come from local resources and may not be derived from other State or federal grant funds unless such other funds were specifically identified in the Grant Application.
8. Travel Expenses. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at <http://www.osbm.state.nc.us>. Original receipts for such expenses shall be retained by Grantee.
9. Independent Status of Grantee.
- a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party, nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.
 - b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.
10. Conflicts of Interest. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose, and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict of interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized to reimburse expenses incurred by Grantee from its General Fund or any other funds prior to the Effective Date or subsequent to the End Date. All unpaid obligations incurred prior to the End Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Grant Funds shall be deobligated if not expended in the time and manner agreed herein. The 911 Board may deobligate all or part of the awarded funds if:

- a. The actual cost of goods or services identified in the Grant budget funded by the Grant award is less than the total award, or
- b. If the Grantee does not complete the project by the end of the Term of the Agreement, set forth in Section 5 of this Agreement.

If Grant Funds are not expended within the term of this Agreement and manner agreed herein, and in compliance with the project schedule and budget, the Board shall provide notice of deobligation of such Grant Funds to the Grantee. Notice of deobligation shall provide an effective date of deobligation which shall not be less than thirty (30) days after the date of the notice.

12. Project Records.

- a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant Funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.
- b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the End Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.
- c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Board, or designated representatives of the foregoing, all of its records that relate to the Project, and agrees to allow the 911 Board or its 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 911 Board or its representative may deem necessary.
- d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.* and Non-State Entities Receiving State Funds or N.C. Gen. Stat. §159-34, The Local Government Budget and Fiscal Control Act - Annual Independent Audit; Rules and Regulations as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and such are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Subgrantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

13. Publications.

a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: *Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.*

b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

c. Upon publication of any materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

14. Termination; Availability of Funds.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. For the avoidance of doubt, Grantee's failure to appropriate funds necessary to complete the project shall be reason for termination. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the End Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the End Date and Grantee shall return all unearned funds upon the demand of the 911 Board.

b. The Grantee agrees it will repay Grant Funds if it fails to comply with any terms of this Agreement. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

c. The Parties may terminate this Agreement by mutual consent upon sixty (60) days' notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Section 28 below.

d. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination incurred by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the distributions under this Agreement.

e. Grantee recognizes that Grant Funds are State Funds, and the expenditure of State Funds deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.

15. Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for

this purpose. Further, Grantee agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorney's fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. Bankruptcy of Third Parties. In the event that any Subgrantee (or other entity other than Grantee) receiving Grant Funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.

17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 09 NCAC 03M .0401. These remedies include, but are not limited to, reducing, or suspending Grant Funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party, as set forth in G.S. §143B-1407(c).

a. Upon non-compliance with the applicable provisions of 09 NCAC 03M, the Board shall take measures under Rule .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

b. Pursuant to 09 NCAC 03M .0703(11), the Parties may terminate this Agreement with 60 days' notice by mutual consent, or as otherwise provided by law. Pursuant to 09 NCAC 03M .0703(13), unexpended Grant Funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.

c. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant Funds improperly expended (including the Board's enforcement abilities to recover such funds) or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant Funds already properly expended (including the Board's enforcement abilities).

18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and Grantee; and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified, or altered except pursuant to a writing signed by both Parties.

19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:

a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.

c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.

d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement. Grantee agrees that the funding contingencies identified in the Grant Application are waived and that all such parties agree that grant funding is sufficient for the purposes and scope of the Grant.

f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as misappropriation of funds; use of 911 Funds for non-eligible expenses; or placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

g. Grantee certifies that it has complied with G.S. §§14-234 and 133-32 and shall continue to require compliance for itself and any vendors, contractors or other third parties during the term of this Agreement. Any violations of G.S. § 14-234(f) shall be reported to the Board's Executive Director within ten (10) days of Grantee learning of such violation.

20. Performance Measures. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and Grantee shall consider including measures including one or more of the following:

a. Requiring terminated vendors to provide costs of cover for replacement goods or services.

b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.

- c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.
- d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.
- e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure,
- f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.

21. Subcontracting. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee; and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.

- a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.
- b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's Grant Application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.

22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay. The parties agree that Grantee failing to place an order for the portable radios by February 5, 2025, does not constitute excusable delay.

23. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to

submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:

- a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party,
- b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices,
- c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq.* is relevant or material to the matter to be resolved,
- d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Section 28 below following the agreement to mediate,
- e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator, and
- f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefor if so advised by the N.C. Attorney General.

24. Special Provisions and Conditions.

- a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.
- b. If the 911 Board finds that Grantee has used Grant Funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, the Local Government Commission, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with any of the requirements of this Agreement, including reporting requirements.
- c. Nondiscrimination. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.
- d. Conflict of Interest. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.
- e. Order of Precedence. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents

and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, Grant Application, and lastly by other subordinate documents in reverse order to their adoption.

f. Compliance with Laws. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.

g. Non-Assignability. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

h. Personnel. Grantee represents that it has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

i. Future Cooperation. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.

j. Illegal Aliens. No costs incurred as a result of work performed by illegal aliens shall be eligible for reimbursement by Grant Funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by illegal aliens. Contracts awarded by the Grantee that are funded by this Grant shall require Grantee's Vendor(s) and each of its subcontractors comply with the E-Verify requirements of G.S. Chapter 64, Article 2.

25. Intellectual Property Rights. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.

26. Confidential Information. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, *et seq.* The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:

- a. That the Proprietary Information is protected as permitted by applicable law,
- b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and
- c. That the Proprietary Information is clearly marked as such.

27. Proprietary Information: Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq.* Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §143B-1412 and §132-1, *et seq.* Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.

b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type “**CONFIDENTIAL.**” By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.

c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party’s assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party’s confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: by email, which the parties agree is the preferred method for delivery, or when deposited in the United States mails, first class, postage prepaid and properly addressed, as follows:

If to the 911 Board: Attn: L. V. Pokey Harris, Executive Director
 N.C. 911 Board
 P.O. Box 17209
 Raleigh, NC 27609

 Ph: 919-754-6621
 E-Mail: pokey.harris@nc.gov

If to Grantee: The PSAP Contact listed on the Grant Application, which is attached as Exhibit C. If the Contact changes, the Grantee must

notify the Board of the updated information by contacting the PSAP's assigned Regional Coordinator

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. Construction. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this contractual Agreement, to the jurisdiction of the courts of the State of North Carolina and stipulate that Wake County shall be the proper venue for all matters.

30. **This Agreement will expire and Grant Funds will be deobligated if the Agreement is not signed and returned to the 911 Board for countersignature no later than the date specified in the grant electronic mail correspondence in which it was sent to Grantee.**

Exhibit A
Reporting Schedule

Grantee shall report the following to the Board, by providing information to the Executive Director:

1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
3. A general project timeline of milestones is listed or incorporated herein.
4. Interim Reports
 - a. The Grantee shall submit one copy of the interim report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator on or before 1 February 2025, using the attached template in Exhibit B.
5. Final Project Report
 - a. The Grantee shall submit one copy of the final project report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator within 45 days after the end of the project period using the attached template in Exhibit B.
 - b. The final project report shall document and summarize the results of the work. It shall include detailing the activities, expenditures of the funds, and the ways in which the needs identified in the Grant Application were met. The final report shall be submitted within 45 days after the end of the project period, and shall be accompanied by supporting documentation for all expenditures of the Grant Funds.
 - c. The Grantee shall submit at the same time of the final report the final invoices to be reimbursed. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report is received and approved as meeting the requirements of Rule 09 NCAC 06C .0405(c).

Exhibit B
Interim and Final Grant Report Templates

- Use the Template language for both reports.
- Both reports must be submitted on the local government's letterhead with the date of submission.
- Both reports must be signed by each of the following: 1) the PSAP manager; 2) the locality's Finance Manager; and 3) the County or City Manager.

1. **The Interim Report** shall be submitted no later than February 1, 2025.

The {specific number and type of} radios were ordered on {date}. The total cost was {amount}. The contract included the purchase of {number} of radios, to include two chargers for each radio, programming, ARS encryption, and code plug, as well training for all PSAP staff members and maintenance for each portable radio for twelve months.

The portable radios contain the VIPER Statewide required template, as defined in the State Interoperability Executive Committee's SOG.

Once activated on the VIPER system, we will submit a completed copy of the subscriber unit activation request form as a pdf to the PSAP's assigned Regional Coordinator. *If the PSAP has already submitted the information, use this alternative language:* The PSAP submitted to its Regional Coordinator a pdf of the completed copy of the VIPER subscriber unit activation request form on {date}.

Only applicable if the PSAP has not yet placed its radio order: The PSAP understands that failing to place its order for radios by February 5, 2025 means that it is not entitled to an extension pursuant to Section 5 of this Grant Agreement. Therefore, the PSAP understands that if it has not met the full extent of its obligations under this Grant Agreement, it will not be reimbursed by the Board and will have to pay for any purchases made in an attempt to fulfil its obligations under Grant Agreement with general funds.

2. **The Final Report** shall be submitted within 45 days of completing the project.

The {specific number and type of} radios were ordered on {date}. The total cost was {amount}. The contract included the purchase of {number} of radios, to include two chargers for each radio, programming, ARS encryption, and code plug, as well training for all PSAP staff members and maintenance for each portable radio for twelve months.

The radios and chargers were delivered {date}. Upon delivery, the programming, ARS Encryption, and code plug were installed.

Staff was trained by the vendor on {date(s)}.

The PSAP submitted to its Regional Coordinator a pdf of the completed copy of the VIPER subscriber unit activation request form on {date}.

The project is now complete. Final invoices were submitted on {date} or with this final report.

Exhibit C
Grant Application

Grantee's Grant Application is attached hereto and is incorporated by reference.



2023 Portable Radio PSAP Grant Application

PSAP Name: Holly Springs Police Department ECC

PSAP Contact Name: Kristin R. Byrd

PSAP Contact Email: kristin.byrd@hollyspringsnc.gov

PSAP Contact Phone Number: 919-567-4722

PSAP Address: 750 Holly Springs Rd., Holly Springs, NC 27540

Date: 9/5/2023

Number of Board-approved seats: 5

*Please double click in the cell to open the table. Once complete, close out the table to transfer data. ***The number of radios requested cannot exceed the number of Board-approved seats in the Primary PSAP.*

Types of Radio Requested	Number of Radios	Per Radio Cost	Total funds requested
Motorola APX6000 700/800mhz	5	\$5,846.15	\$29,230.75
Motorola APX8000 700/800mhz/VHF/UHF Multiband	0	\$8,330.89	\$0.00
Tait TP9400 700/800mhz/VHF/UHF Multiband	0	\$3,154.50	\$0.00
Tait TP9600 700/800mhz/VHF/UHF Multiband	0	\$3,627.75	\$0.00
EF Johnson-Kenwood VP5000 700/800mhz	0	\$2,756.66	\$0.00
EF Johnson-Kenwood VP6000 700/800mhz	0	\$3,603.71	\$0.00
EF Johnson-Kenwood VP8000 700/800mhz/VHF/UHF Multiband	0	\$5,498.91	\$0.00
Harris XL-45 700/800mhz	0	\$2,486.25	\$0.00
Harris XL-95 700/800mhz	0	\$3,874.25	\$0.00
Harris XL-150 700/800mhz	0	\$3,574.25	\$0.00
Harris XL-185 700/800mhz	0	\$4,729.00	\$0.00
Harris XL-200 700/800mhz	0	\$6,506.75	\$0.00
Harris XL-400 700/800mhz	0	\$10,991.75	\$0.00

By submitting this application, the above-named PSAP acknowledges and agrees to the following:

This grant opportunity is available only to Primary PSAPs.

The PSAP will make direct purchase of the desired radios from the PSAP's vendor of choice. The PSAP's locality will be reimbursed for the purchase.

The Primary PSAP will be required to enter into a grant agreement with the Board upon approval of the application. The grant agreement will give the PSAP approximately 14 months to purchase the radios and complete programming and staff training.

This grant opportunity will provide the following per approved seat:

- 1 portable radio (including two batteries)
- 2 chargers; one for the primary PSAP and backup PSAP
- Programming per radio cost, ARS Encryption, and Code Plug
- Training for PSAP staff on use of the new portable radios
- Maintenance for the first 12 months

The number of awarded radios will not exceed the number of Board-approved seats.

Each portable radio must be kept on the dispatch floor at a console in order to be available for use by telecommunicators. The portable radios will not be kept elsewhere within the PSAP, including supervisor offices.

The radios may only leave the Primary PSAP when taken directly from the Primary PSAP to a Board-approved Backup PSAP.

The radios will be maintained exclusively for the Primary's PSAP use. The PSAP will not share, gift, loan, or otherwise allow the use of any of the grant-awarded portable radios by other PSAPs, agencies, or departments, including those that the PSAP dispatches for or that are otherwise affiliated with the PSAP.

The PSAP understands that the radios may be checked during PSAP assessments or Board staff visits to ensure that all Board-awarded portable radios are on premises.

All portable radios purchased through this program must contain the VIPER Statewide required template as defined in the State Interoperability Executive Committee's SOG, in addition to whatever local talk groups the PSAP deems appropriate to its jurisdiction.

Once activated on the VIPER system, each PSAP must submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form will become an addendum to the executed Grant Agreement. The submission of the pdf will be required prior to any reimbursement by the Board.

The PSAP must pay for anything related to the radios that exceed the amount approved by the Board.

After the first year, the PSAP will pay for all maintenance for the radios out of its general fund. The PSAP understands that the maintenance will not be ETSF eligible.

The PSAP agrees that it will keep the radios for at least 36 months. It will not resell them or give them away to any other entity. If the PSAP does not retain the radios on the PSAP premises for at least 36 months, it will reimburse the Board pursuant to Rule 09 NCAC 06C .0405.

The applicant PSAP must email this completed application form by 5 p.m. on Friday, September 29, 2023, to 911comments@its.nc.gov

Board Internal Use Only:

- ☒ Regional Coordinator reviewed for accuracy.
- ☒ Financial Review Specialist reviewed for accuracy.
- ☒ Executive Director reviewed for accuracy and forward to legal counsel for preparation of Grant Agreement.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Consent Agenda

Title: 11623 Holly Springs New Hill Rd. - Voluntary Annexation A23-06

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Aaron Prichard, Development Services

Action(s):

Adopt Resolution 24-06 directing the Town Clerk to investigate the sufficiency of annexation petition A23-06 and setting the public hearing for April 16, 2024.

Explanation:

- The Town has received a petition for voluntary annexation of 12.67 +/- acres located at 11623 Holly Springs New Hill Road.
- The owner of the property is Chandler Ventures, LLC.
- The parcel is being annexed prior to development.
- Staff requested feedback from all departments and there were no issues with this annexation.
- The requested action is to set the public hearing, and to verify that the petition meets the statutory requirements for annexation.

Background:

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

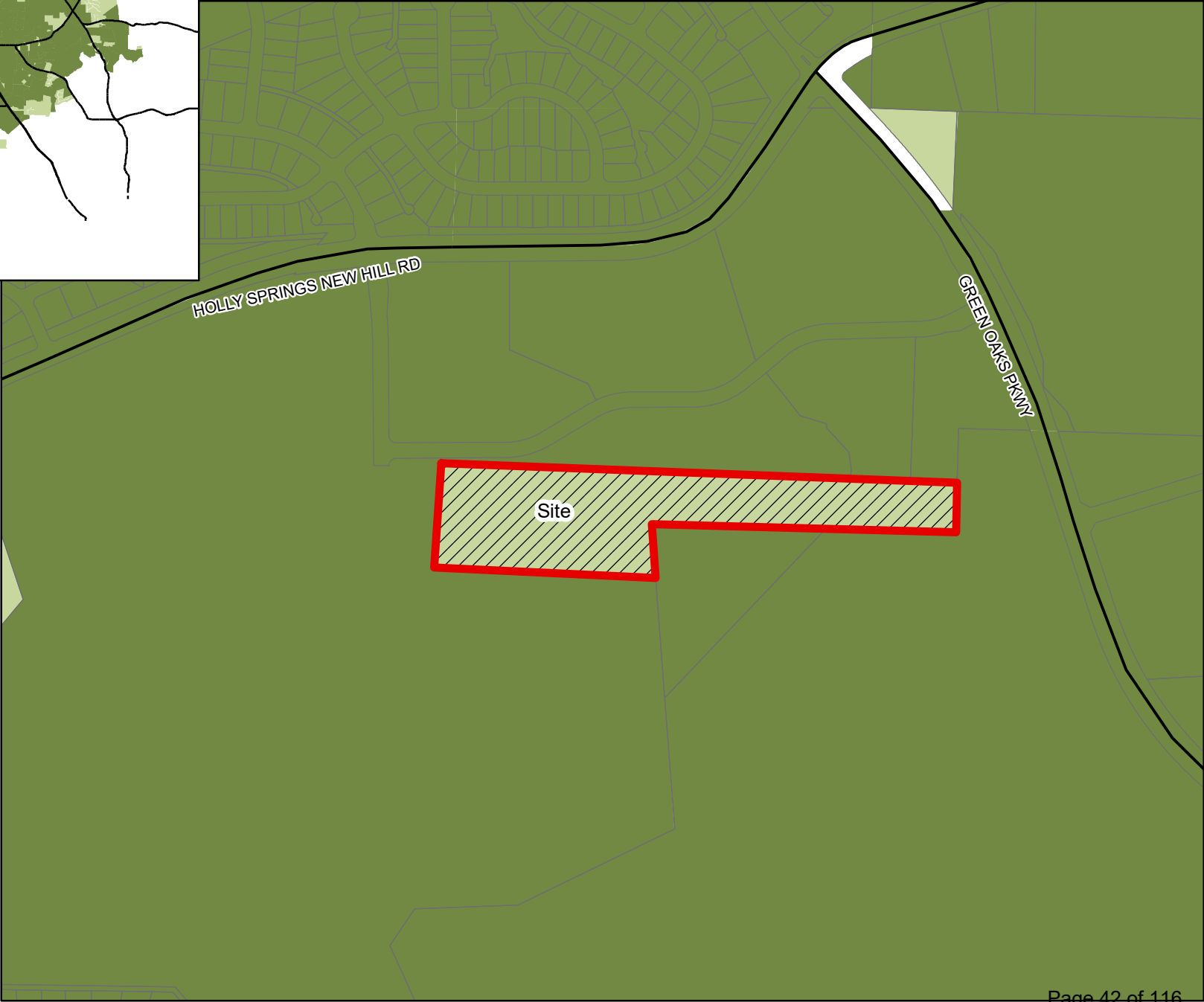
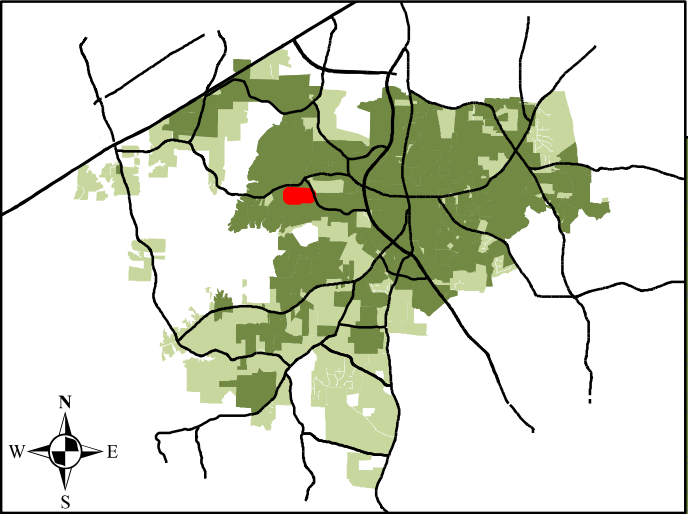
Funding Source(s):

N/A

Attachment(s):

1. A23-06 map_updated
2. A23-06 - 11623 HS New Hill Rd - Resolution of Sufficiency

A 23-06 | 11623 Holly Springs New Hill Rd | 12.67 Ac.



Legend

-  Annexation
Property Site
-  Annexations...
-  ETJ



Resolution No. 24-06

Date Adopted: March 19, 2024

Annexation No.: A23-06

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

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

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

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

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

Lying and being in Holly Springs Township, Wake County, North Carolina, and more particularly described as follows:

Beginning at a Capped 5/8 Inch Iron Rod found, having North Carolina State Plane coordinates of N:693,585.66 feet, E: 2,037,739.02 feet, a common corner with Cardinal Property Owner, LLC recorded in Deed Book 19224, Page 2114 and shown as Lot 2B recorded in Book of Maps 2021, Page 2114 of the Wake County Registry and being a corner in the line of FUJIFILM Diosynth Biotechnologies Holdings Delaware, Inc. (a.k.a. - FUJIFILM Diosynth Biotechnologies North Carolina) recorded in Deed Book 18879, Page 1689 and shown as Lot 1 recorded in Book of Maps 2021, Page 2114 of the Wake County Registry, thence South 87°49'44" East, 1,958.66 feet to a Capped 5/8 Inch Iron Rod found, a common corner with Helix Ventures, LLC recorded in Deed Book 17498, Page 2164 and shown as Lot 6 recorded in Book of Maps 2021, Page 1163 of the Wake County Registry, passing through a Capped 5/8 Inch Iron Rod found, on line, at 1,552.27 feet and passing through a Capped 5/8 Inch Iron Rod found, on line, at 1,780.97 feet; thence South 1°19'58" West, 187.77 feet to a 1/2 Inch Iron Rod found, a common corner with Seqirus Inc. recorded in Deed Book 16104, Page 1384 of the Wake County Registry; thence North 88°27'36" West, 1,154.41 feet to a 1 Inch Iron Pipe found, a common corner with Town of Holly Springs recorded in Deed Book 12076, Page 2143 and shown as Tract 6 recorded in Book of Maps 2006, Page 1543 of the Wake County Registry, passing through an Iron Pipe found, on line, at 492.44 feet; thence South 4°16'45" East, 205.55 feet to a Capped 5/8 Inch Iron Rod found, a common corner with Town of Holly Springs recorded in Deed Book 12076, Page 2143 and shown as Tract 6 recorded in Book of Maps 2006, Page 1543 of the Wake County Registry and with FUJIFILM Diosynth Biotechnologies Holdings Delaware, Inc. (a.k.a. - FUJIFILM Diosynth Biotechnologies North Carolina) recorded in Deed Book 18879, Page 1689 and shown as Lot 1 recorded in Book of Maps 2021, Page 2114 of the Wake County Registry; thence North 87°17'52" West, 842.30 feet to a Capped 5/8 Inch Iron Rebar set in the line of

FUJIFILM Diosynth Biotechnologies Holdings Delaware, Inc. (a.k.a. - FUJIFILM Diosynth Biotechnologies North Carolina) recorded in Deed Book 18879, Page 1689 and shown as Lot 1 recorded in Book of Maps 2021, Page 2114 of the Wake County Registry; thence North 3°55'06" East, 397.08 feet to the **Point of Beginning**, containing 12.67 acres, more or less.

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

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

Section 2. Subject to the Town Clerk's satisfactory result of her investigation, a public hearing on the question of annexation of the area described herein will be held at the Town Hall Council Chambers, located at 128 S. Main Street, at 7 p.m. (or as soon thereafter as is practicable) on Tuesday, April 16, 2024.

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 19th day of March, 2024.

ATTEST:

Sean Mayefskie, Mayor

Linda McKinney, Town Clerk





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Consent Agenda

Title: Certification of Zoning Map

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Sean Ryan, Development Services

Action(s):

- Adopt Resolution 24-07 approving certification of Zoning Map.

Explanation:

- The Unified Development Ordinance (UDO) requires the Town to adopt and maintain an official Zoning Map.
- At least 1 copy of the map must be maintained as a paper hard copy and certified as the "official" Zoning Map.
- The last certification of the Zoning Map occurred with the adoption of the Zoning Map in March 2022 with the effective date of the 2022 UDO.

Background:

- A zoning map shows the boundaries of zoning districts throughout town.
- The 2024 Zoning Map represents all rezonings from March 1, 2022 through March 1, 2024.
- Additional technical corrections have been made to correct projection errors, shifts in creek lines, and display corrections for legacy Development Option Subdivisions and legacy Conditional Use Permits.
- All rezonings shown on this map were previously reviewed and approved by Town Council.
- Under the 2002 Unified Development Ordinance (UDO), the certification of the Zoning Map occurred annually in October of each year. It is anticipated that the annual certification schedule will resume and occur in March of each year to coincide with the initial adoption in March 2022.

Funding Source(s):

N/A

Attachment(s):

1. Res24-07_2024_ZoningMapReCertification
2. ZoningMap_2024Certification



Resolution No. 24-07

Date Adopted: March 19, 2024

Effective Date: March 19, 2024

**RESOLUTION OF THE HOLLY SPRINGS TOWN COUNCIL
ADOPTING THE NEW OFFICIAL ZONING MAP OF THE TOWN OF HOLLY SPRINGS**

WHEREAS, The Unified Development Ordinance requires the Town to adopt and maintain an Official Zoning Map; and

WHEREAS, the Official Zoning Map must establish and depict each of the individual zoning district boundaries; and

WHEREAS, said individual zoning district boundaries are depicted on a map titled “Zoning Map” for the Town of Holly Springs and dated March 1, 2024;

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

1. That it adopts and certifies the “Official Zoning Map” (dated March 1, 2024) of the Town of Holly Springs.
2. This resolution shall take effect immediately.

Adopted by the Holly Springs Town Council on this, the 19th day of March, 2024.

Town of Holly Springs by

ATTEST:

Sean Mayefskie, Mayor

Linda McKinney, Town Clerk

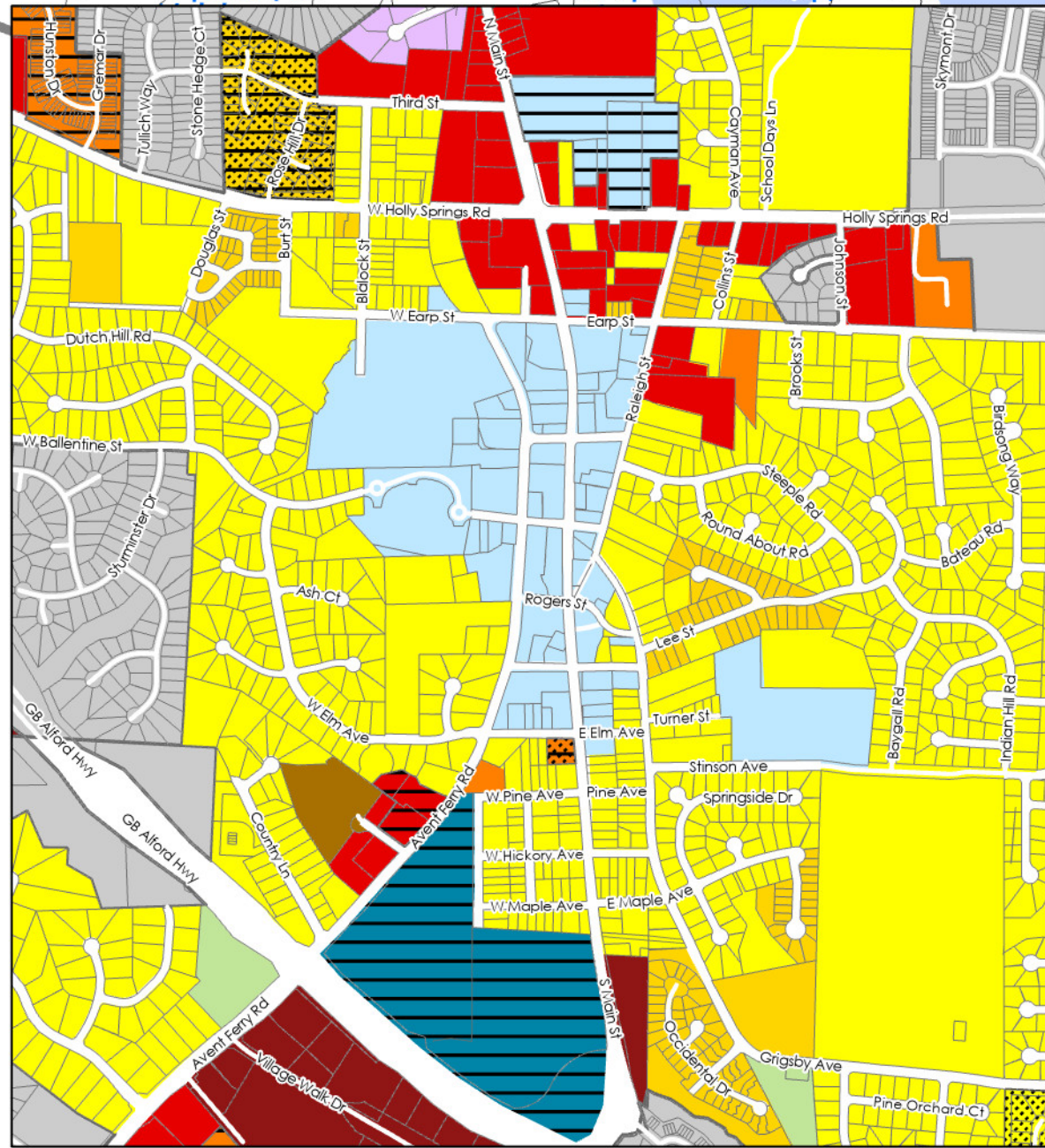




Zoning Map

March 1, 2024

Downtown Area Inset



Legacy PUD Developments		
Location	File #	PUD Name
1	93-SUP-001	Oak Hall PUD
2	95-PUD-01	Glenwood PUD
3	95-PUD-02	Arbor Creek PUD
4	97-PUD-01	Balleridge PUD
5	97-S-14	Pierce PUD
6	98-PUD-02	Braxton Village PUD
7	98-PUD-03	Sunset Ridge North PUD
8	99-PUD-01	Windscrest PUD
9	00-PUD-01	Sunset Ridge North II PUD
10	00-PUD-05	Rhankatte Village PUD
11	01-PUD-02	Holly Glen East PUD
12	01-PUD-02	Autumn Park
13	01-PUD-03	Holly Springs Business Park
14	02-PUD-02	Trotter Village PUD
15	02-PUD-02	Sunset Oaks PUD
16	03-PUD-01	Twelve Oaks PUD
17	05-PUD-01	Main Street Square
18	18-PUD-01	Carolina Springs PUD
19	21-PUD-01	Green Oaks Tech PUD

This is to certify that this map, with original signatures, is the Official Zoning Map of the Town of Holly Springs, North Carolina and its Extra-Territorial Jurisdiction as amended to and including the Holly Springs Town Council Meeting of March 19, 2024.

Dated this ____ day of _____, 2024.

Sean Mayeskie, Mayor Linda McInney, Town Clerk

Residential Use Districts

- Rural Residential (RR)
- Suburban Residential (SR)
- Neighborhood Residential (NR)
- Neighborhood Center Residential (NCR)
- Mixed-Use Residential (MXR)

Commercial & Mixed-Use Districts

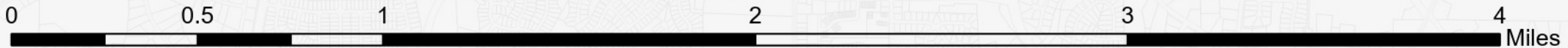
- Neighborhood Mixed-Use (NMX)
- Downtown Mixed-Use (DMX)
- Regional Mixed-Use (RMX)
- Community Business (CB)
- Planned Unit Development (PUD)

Employment / Campus Use Districts

- Special District (SP)
- Innovation Mixed-Use (IVMX)
- Business Research Technology (BRT)
- Heavy Industrial (HI)

Other

- Water
- Proposed Lake Level
- Conditional Zoning District
- Legacy Development Options
- Long Range Planning Boundary





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

Consent Agenda

Title: Operations Campus Phase 1A GMP Amendment for Additional Construction Services and Materials

Strategic Priority Area: Responsible & Balanced Growth
Organizational Excellence

Staff Resource: Kimberly Keyes, Utilities and Infrastructure

Action(s):

Approve the town initiated Operations Campus Phase 1A GMP Amendment for \$631,329, increasing the new contract and GMP amount from \$2,999,980 to \$3,631,309.

Explanation:

- This recommended change order is a staff initiated amendment (002) to the Guaranteed Maximum Price (GMP) and is within the project budget. This is a proactive cost-avoidance action by reducing costs associated with excess soil removal and establishing a stockpile area in the future phase 2 area during Phase 1A construction.
- This action will result in additional equipment lay down areas for Public Works and the Collection and Distribution Team in future occupancy of the site.
- The amendment for additional construction services and materials includes a plan revision that will front some of the costs that would have been later realized in Phase 1B.
- The amendment will enable selected contractors to begin removing soil in July 2024. Secondary cost savings may be realized by other capital projects requiring soil.

Background:

- The town's Operations Campus will be located adjacent to the Utley Creek Water Reclamation Facility in the Holly Springs Business Park. The first phase of the Operations Campus will include an administration building, warehousing, additional offices and a convenience center yard waste facility.
- Town Council approved the first Operations Campus Phase 1A Guaranteed Maximum Price (GMP) amendment 001 (from \$2,811,760 to \$2,999,980) on June 20, 2023.
- Phase 1A Construction is scheduled from April 2024 to October 2024.
- Requested approval of Phase 1B GMP is planned for July 2024 with an anticipated Notice to Proceed in August 2024 with an estimated completion in March of 2026.

Funding Source(s):

Community Investment Plan - Limited Obligation Bond / Revenue Bond

Attachment(s):

1. Holly Springs Ops Campus - GMP Amendment 002 DRAFT Rev1

2. 2024.03.14_ToHS Ops Ph1A_Increased Area of Disturbance Exhibit

Town of Holly Springs
Operations Campus
Holly Springs, North Carolina

Construction Services

GMP Amendment 002

Phase 1A Changes

March 14, 2024



4111 South Boulevard
Charlotte, NC 28209
www.edificeinc.com

Town of Holly Springs Operations Campus GMP Amendment 002 Phase 1A Changes Table of Contents

- Exhibit A – AIA Document GMP Amendment
- Exhibit B – GMP Worksheet
- Exhibit C – Clarifications
- Exhibit D – Contract Documents Log
- Certificate of Insurance - Updated
- Performance & Payment Bonds Rider



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 14th day of March in the year 2024, is incorporated into the accompanying 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 dated the 19th day of October in the year 2023 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

Town of Holly Springs Operations Campus
Green Oaks Parkway
Holly Springs, NC 27540

THE OWNER:
(Name, legal status, and address)

Town of Holly Springs
128 S. Main Street
Holly Springs, NC 27540
919-552-6221

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Edifice, LLC
4111 South Boulevard (28209)
Post Office Box 36349
Charlotte, NC 28236
Telephone Number: 704-332-0900
Fax Number: 704-332-0901
North Carolina General Contractor License #10514

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract

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.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed **Three Million, Six Hundred Thirty-One Thousand, Three Hundred Nine Dollars (\$ 3,631,309)**, subject to additions and deductions by Change Order as provided in the Contract Documents.

Original Contract Value for Preconstruction Services	\$188,220
Addition of Construction Services - GMPA 001	\$2,811,760
Current Contract Value & Guaranteed Maximum Price	\$2,999,980
Addition of Construction Services Associated with GMPA 002	\$631,329
New Contract Value and Updated GMP	\$3,631,309

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See GMP Worksheet Exhibit - B

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
FROM GMP AMENDMENT 001	Add \$30,210 – Accepted
No. 1 – Reference Exhibit 1A: Clearing for new fence. Fence installed by others	Not Accepted
No. 2 – Provide a deduct to use 12" of ABC stone in lieu of a depth of 15" at areas called out to have gravel (roads, paths, laydown)	Not Accepted
No. 3 – Provide an add for #57 stone in lieu of ABC at gravel areas	Not Accepted
Cost Saving Option 1 – Eliminate new construction components at side access road	(\$155,000) – Accepted
Cost Saving Option 2 – Take 15" of ABC Stone at remaining areas to 12" of ABC	(\$73,500) – Accepted
Cost Saving Option 3 – Take 12" of ABC Stone at remaining areas to 9" of ABC	TBD
GMP AMENDMENT 002	
No Alternates provided	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
See above 1.1.5.1 for accepted alternates		

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Price per Unit (\$0.00)
FROM GMP AMENDMENT 001 and still apply:	
Unit Price No. 1 – Mass rock removal – Ties to Allowance No. 1	\$7.50 per CUYD
Unit Price No. 2 – Trench rock removal – Ties to Allowance No. 2	\$50.00 per CUYD
Unit Price No. 3 – Unsuitable soil removal to an offsite location and replacement suitable imported fill – Ties to Allowance No. 3	\$55.00 per CUYD
Unit Price No. 4 – Unsuitable soil removal to an offsite location and replacement suitable onsite fill	\$30.00 per CUYD
Unit Price No. 5 – Replace excavated and removed Mass and Trench rock with suitable onsite fill	\$15.00 per CUYD
GMP AMENDMENT 002	
Not additions or deletions	

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ [NA] The date of execution of this Amendment.

☒ [X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Work will commence when the required permits, approvals, and a Notice to Proceed from the Owner are in place.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than One Hundred Ninety-Six (196) calendar days from the date of commencement in the issued Notice to Proceed from the Owner and all permits and approvals are in hand for the Work for GMP Amendment 002. Final Completion will be thirty (30) days after Substantial Completion.

☐ [] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work
NA

Substantial Completion Date
NA

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth below. In the event that Construction Manager late is in achieving Substantial Completion of the Work, the Construction Manager shall pay Owner Five Hundred dollars (\$500.00) per day for each day beyond the date for Substantial Completion that Construction Manager fails to achieve Substantial Completion of the Work.

Init.

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User Notes:

(945317959)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not Applicable			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Attached Exhibit D – Contract Documents Log

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Attached Exhibit D – Contract Documents Log

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Construction Manager’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
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Not Applicable. This is not a LEED, Green Globes, or other sustainability type project

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
FROM GMP AMENDMENT 001 and still apply:	
No. 1 – Mass Rock – Based on 1,160 cubic yards measured in place x Unit Price 1	\$8,700
No. 2 – Trench Rock – Based on 100 cubic yards measured in place x Unit Price 2	\$5,000
No. 3 – Unsuitable Soil – Based on 1,000 cubic yards. Removal and replacement with imported fill from offsite x Unit Price 3	\$55,000

GMP AMENDMENT 002
No additions or deletions

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See Attached Exhibit C – Clarifications

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

See the GMP Amendment documents and table of contents for other construction services contract items. Those items include the following:

Table of Contents

- Exhibit A - AIA Document A133 – 2019 – Guaranteed Maximum Price Amendment (this document)
- Exhibit B – GMP Worksheet
- Exhibit C – Clarifications
- Exhibit D – Contract Documents Log
- Certificate of Insurance
- Performance and Payment Bonds

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

Not Applicable

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

OWNER (Signature)

Kimberly Keyes, Senior Project Manager
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Michael A. Carliso, Executive Vice President
(Printed name and title)

EXHIBIT B - GMP Worksheet

Thursday, March 14, 2024

Holly Springs Operations Campus

Addition of GMP Amendment 002 - Phase 1A Changes

	Direct Costs
General Conditions - Staking & Layout, Tree Protection Fencing, Delay, & Re-Mobilization	\$189,801
Clearing & Grubbing Additional Acreage	\$30,236
Erosion Control Expanded & Additional Pond	\$117,507
Earthwork & Grading Expanded to Convenience Center	\$68,668
BMPs	\$7,255
Site Concrete & Stone Base - Access Road (changed Filter Fabric) & Laydown Areas	\$197,624
Site Concrete & Stone Base - Convenience Center	\$210,353
Storm Drainage	(\$245,120)
Credit for Erosion Control Maintenance not completed prior	(\$17,539)
Additional Stream Crossing Inlet Work	\$4,071
Subtotal Direct Cost (Terrahawk)	\$562,856
Edifice General Conditions	No Charge
Contingency	\$20,000
Information Technology - 0.25%	\$1,514
General Liability Insurance - 0.90%	\$5,450
Builder's Risk Insurance - 0.35%	\$2,120
Subcontractor Default Insurance - SDI - 1.25%	\$7,036
Pollution Insurance - 0.05%	\$303
P&P Bond - 1%	\$6,313
Cost of Work	\$605,592
CM Fee - 4.25%	\$25,738
TOTAL CONSTRUCTION GMP AMENDMENT 002	\$631,329
Original Contract Value - Preconstruction Services	\$188,220
GMP Amendment 001 - Construction Services Phase 1A	\$2,811,760
Current Contract Value	\$2,999,980
GMP Amendment 002 - Construction Services Changes to Phase 1A	\$631,329
New Contract Value & GMP	\$3,631,309

EXHIBIT C – Clarifications
Town of Holly Springs Operations Campus
GMP Amendment 002 – Phase 1A Changes
March 14, 2024



GMP Amendment 001 clarifications still apply.

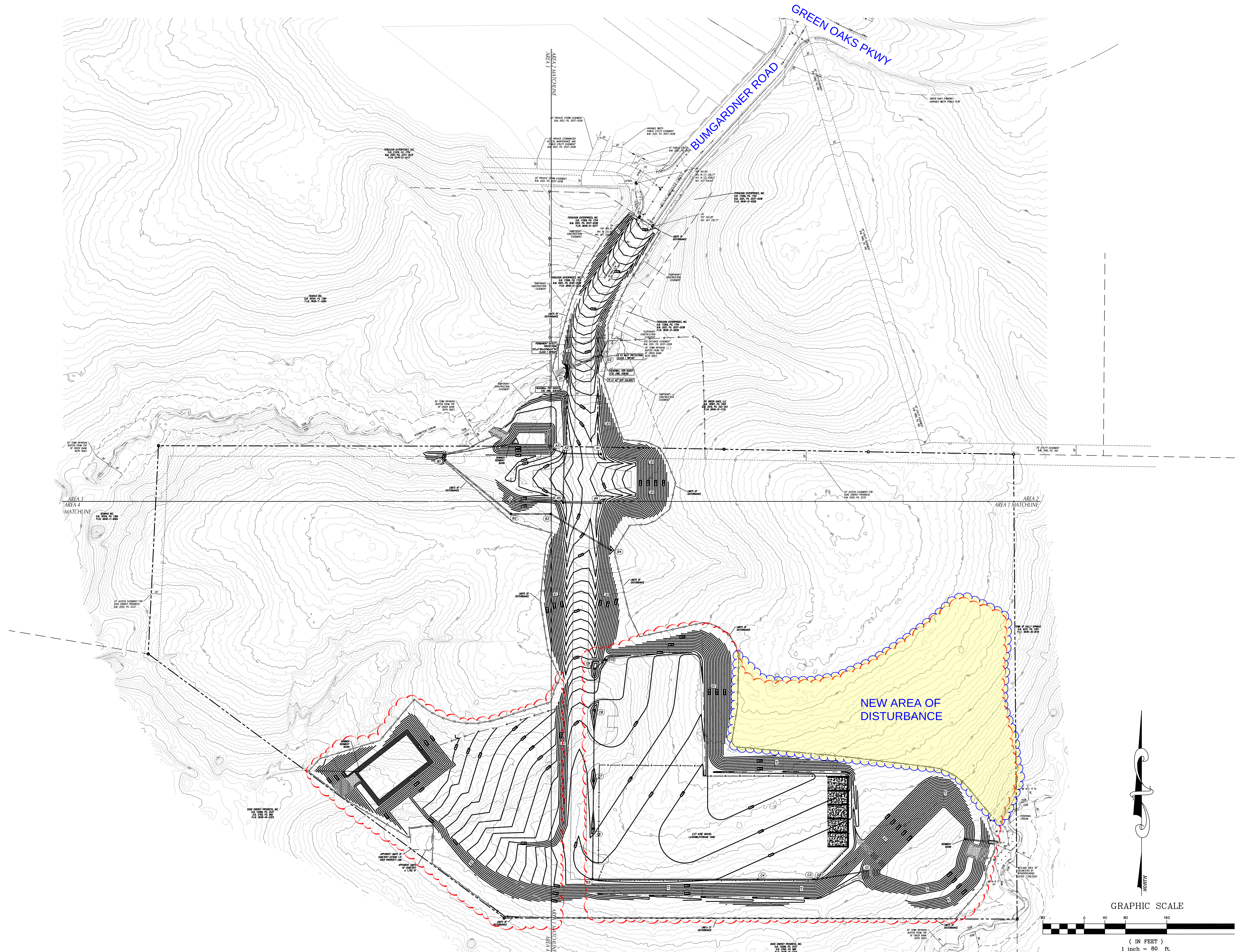
Changes or additions to those clarifications are as follows:

1. Site allowances for rock and unsuitable soil are already included in the contract from GMP Amendment 001.
2. We are including an additional 6 months of construction time to complete Phase 1A and the additional changes. The substantial completion date will be 196 calendar days from the date of the Notice to Proceed from the Town and/or when all permits and approvals for construction have been received by the Town and Edifice.
3. Pricing is per the contract documents shown and described in Exhibit D – Contract Documents Log.
4. No cost for permits, tap fees, or development fees have been included.
5. Excess materials are still to be stockpiled on site in the hopes that they will eventually be hauled off by another contractor or Terrahawk for their needs. The cost of exporting the soil are not included in this contract. Stockpiled and/or export soil includes weathered rock excavated on site.
6. No additional business licenses, permit, tap, impact, or development fees, etc... have been included.
7. The pricing provided in this proposal is valid for 30 days. If acceptance is provided after this duration, we reserve to re-evaluate the proposal given the market volatility of certain materials and commodities.
8. We have included 15" of compacted ABC stone and Type V Fabric at access roads and the laydown/storage area. No stone will be installed in the stockpile area.
9. Any cost savings items or value engineering items that are accepted by the Owner should be updated on the plans and specifications. Edifice does not take any responsibility for design verification of these items as they need to be vetted by the design team and recommended or not to the Owner as part of the approval process.
10. Seeding and stabilization of the cleared and grubbed areas presently on-site has been included in this Amendment.
11. The CLH Phase 1A drawings with the latest revision date of 1/25/2024 have been included in our pricing. There is however a revision dated 6/2/2023, referred to as Addendum 2, that Edifice does not have, nor has it ever received. We don't think this drastically affects anything, but it needs to be noted that anything from that revision that differs from the latest revision and other previous revisions has not been included in our pricing.

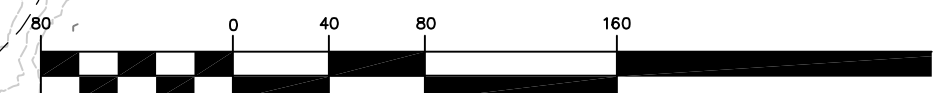
Job Name:
Town of Holly Springs Operations Campus Phase - 1A Site Changes
Exhibit D: Contract Drawing Log
GMP Amendment 002

Not Included

[illegible]



GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

Consent Agenda

Title: Condemnation Resolution for Main Street Right Turn Lane (Bond) Project

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Lindsay Goldstein, Paralegal

Action(s):

- Approve Resolution 24-08 authorizing the Town to proceed with condemnation proceedings for the unobtained easements needed to allow Duke Energy Progress to upgrade their utility lines.
- Authorize the Town Attorney to file condemnation proceedings against one (1) parcel.

Explanation:

- On May 21, 2019, the Council approved the Main Street Right Turn Lane project (TOHS Project No. 19-001) and authorized design by Kimley-Horn.
- The project adds a northbound right turn lane along Main Street from near Earp Street to Holly Springs Road and provides the necessary stacking room for traffic turning onto Holly Springs Road so that northbound traffic can keep moving.
- Duke Energy is upgrading their electrical lines and utilities along this same portion of Main Street, including relocating some lines underground and upgrading existing above-ground (overhead) lines, poles and guy-wires. This requires additional easements with language that many parcel-owners find overly broad and objectionable.
- Despite staff's best efforts, the town has been unable to acquire the last remaining easements on behalf of Duke Energy.

Background:

- The Main Street Right Turn Lane project is part of the 2018 Transportation Bond.
- The design is complete and awaiting final NCDOT approval.
- Construction is slated to start very soon, with an anticipated 12-month construction duration.

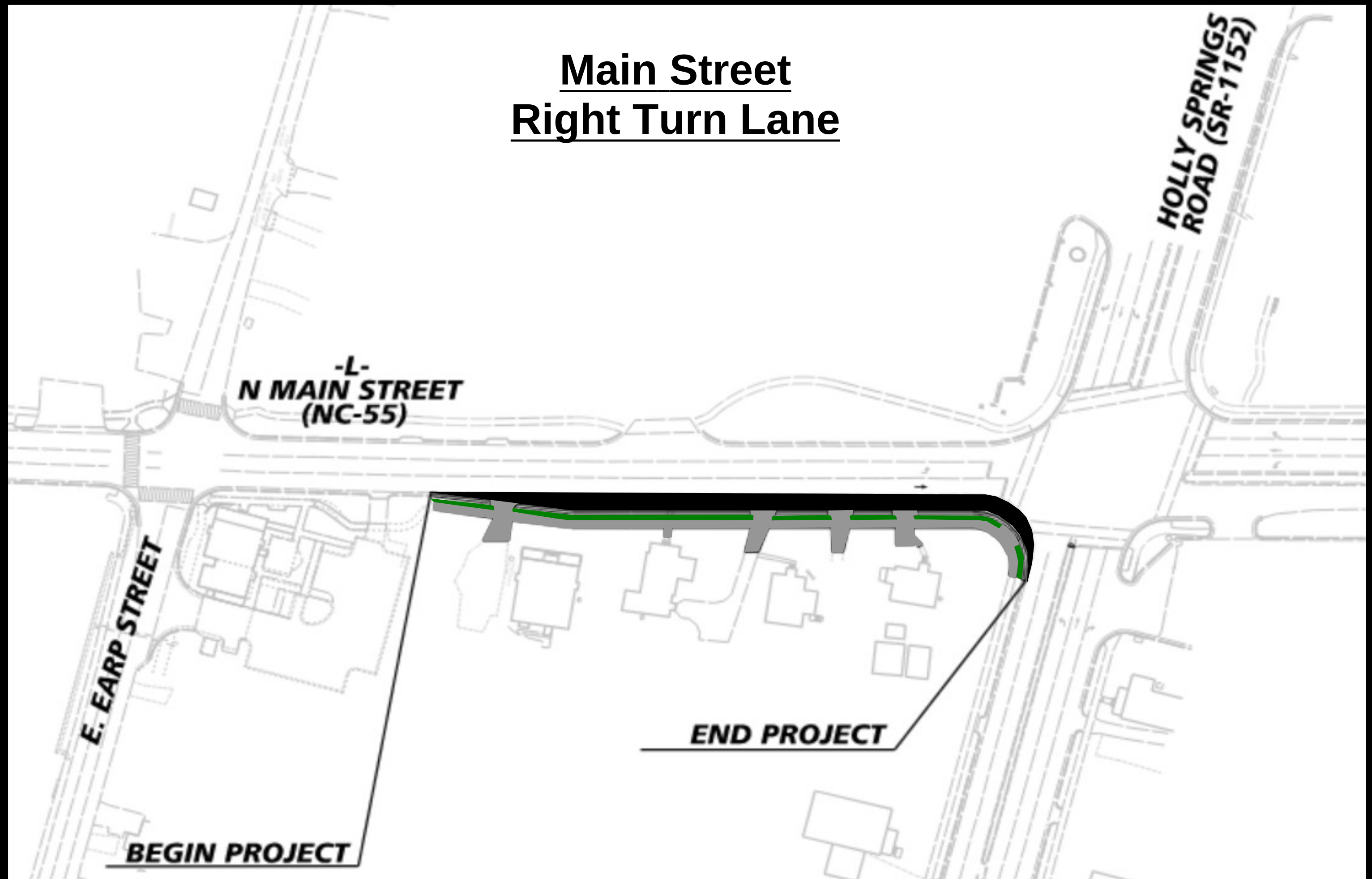
Funding Source(s):

N/A

Attachment(s):

1. Plan_Sheet_202307141439513333
2. 24-08 - Holly Capital & 300 N Main

Main Street Right Turn Lane





Resolution No. 24-08

Date Adopted: March 19, 2024

Effective Date: March 19, 2024

RESOLUTION OF THE TOWN OF HOLLY SPRINGS COUNCIL AUTHORIZING CONDEMNATION PURSUANT TO CHAPTER 40A OF THE NORTH CAROLINA GENERAL STATUTES AND SESSION LAW 2005-57 (HOUSE BILL 393) TO ACQUIRE CERTAIN PROPERTY OF THOSE PERSONS LISTED IN THE ATTACHED EXHIBIT "A"

WHEREAS, the governing body of the Town of Holly Springs hereby determines that it is necessary and in the public interest to acquire certain property owned by those persons listed on Exhibit "A" for the following public purpose: 1) to design, construct and administer the construction of a right-turn lane on Main Street Northbound onto Holly Springs Road East for the purpose of alleviating increased traffic flow and congestion, 2) obtain Temporary Construction easements as indicated in the legal descriptions; 3) Rights-of-Way; and 4.) Permanent Utility easements, as indicated in Exhibit "A"; and

WHEREAS the proper officials or representatives of the Town of Holly Springs have been unable to acquire the needed interest in this property by negotiated conveyance;

WHEREAS the Town is authorized pursuant to N.C. Gen. Stat. § 40A and/or § 136 utilizing the procedures contained in N.C. Gen. Stat. §40A and/or § 136 to acquire such interests in property for the public purpose heretofore stated;

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

1. The Town of Holly Springs shall acquire by condemnation, for the purposes stated above, the property and interests described in Exhibit "A";
2. The attorneys representing the Town of Holly Springs are directed to initiate the necessary proceedings under Chapter 40A and/or Chapter 136 of the North Carolina General Statutes to acquire the property herein described; and
3. This resolution shall take effect immediately.

Adopted by the Holly Springs Town Council on this, the 19th day of March, 2024.

Town of Holly Springs by

ATTEST:

Sean Mayefskie, Mayor

Linda McKinney, Town Clerk

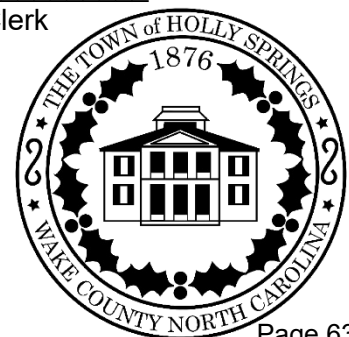


EXHIBIT A

Exhibit A, Page 1

Tract: 8

Owner : Holly Capital, LLC.

Walgreens #7505

Owner Address: P.O. Box 1159

Deerfield, IL 60015

Property Address: 301 N. Main St.

Holly Springs, NC 27540

A. Description of Entire Tract:

PIN: 0649839487

Tax ID: 0319313

Legal Description: BEING that approximate 1.39 acre tract known by the above Wake County PIN and TaxID, and being further described in a Deed found at Deed Book 018638, Page 01555, Wake County Registry.

B. Interest Acquired By Town Description of Area Affected:

Legal Interest Conve Duke Progress Easement - Overhead/Underground

a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "Facilities"). Grantor is the owner of that certain property described as the Property. Grantor grants unto the Town of Holly Springs ("Grantee") a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities (collectively, "Facilities"). The Facilities shall be both underground and overhead, except as needed on or under the ground to support the overhead Facilities, and located in, upon, over, along, through, and across that portion of the Property labeled as described below ("Easement Area"). The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.

5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

Legal Description of area conveyed

BEGINNING AT A POINT IN THE NORTHERN RIGHT-OF-WAY OF HOLLY SPRINGS ROAD, NCSR 1152, A VARIABLE PUBLIC RIGHT-OF-WAY, SAID POINT BEING THE SOUTHEASTERN CORNER OF THE PROPERTY OF MERRY HILL NORTH CAROLINA, LLC AS REFERENCED IN BOOK OF MAPS 2004, PAGE 2094; THENCE WITH THE SAID RIGHT-OF-WAY, N 88°02'35"W A DISTANCE OF 36.88 FEET TO A POINT; THENCE LEAVING THE SAID RIGHT-OF-WAY, N 30°09'18"E A DISTANCE OF 26.89 FEET TO A POINT; THENCE S 59° 50'42"E A DISTANCE OF 22.64 FEET TO A POINT; THENCE N 06°43'27"W A DISTANCE OF 2.66 FEET TO A POINT; THENCE N 83°43'54"E A DISTANCE OF 18.63 FEET TO A POINT; THENCE S 39°02'36"W A DISTANCE OF 22.93 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 697 SQUARE FEET.

SquareFoot

697

C. Statement of Authority

The Town of Holly Springs hereby acquires the above described estates in the land of the defendant(s) pursuant to N.C.G.S. 40A-3(b)(1) for the Opening, widening, extending, or improving roads, streets, alleys, and sidewalks.

Project Description: Right Turn Lane from Main Street onto Holly Springs Road

EXHIBIT A

Exhibit A, Page 1

Tract: 1

Owner : 300 North Main Street, LLC.

Owner Address: P.O. Box 6356
Raleigh, NC 27628

Property Address: 300 N. Main St.
Holly Springs, NC 27540

A. Description of Entire Tract:

PIN: 0649932499

Tax ID: 0063617

Legal Description: BEING that approximate 0.7 acre tract known by the above Wake County PIN and TaxID, and being further described in a Deed found at Deed Book 016199, Page 02659, Wake County Registry.

B. Interest Acquired By Town Description of Area Affected:

Legal Interest Conve Duke Progress Easement - Overhead/Underground

a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "Facilities"). Grantor is the owner of that certain property described as the Property. Grantor grants unto the Town of Holly Springs ("Grantee") a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities (collectively, "Facilities"). The Facilities shall be both underground and overhead, except as needed on or under the ground to support the overhead Facilities, and located in, upon, over, along, through, and across that portion of the Property labeled as described below ("Easement Area"). The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.

5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

Legal Description of area conveyed

BEGINNING AT A POINT IN THE EASTERN RIGHT-OF-WAY OF N. MAIN ST., NC HWY 55, A 100 FT. PUBLIC RIGHT-OF-WAY, SAID POINT BEING THE SOUTHWESTERN CORNER OF THE PROPERTY OF 300 NORTH MAIN STREET, LLC AS REFERENCED IN DEED BOOK 16199, PAGE 2659; THENCE WITH THE SAID RIGHT-OF-WAY, N 13°41'54"W A DISTANCE OF 5.98 FEET TO A POINT; THENCE LEAVING THE SAID RIGHT-OF-WAY, N 71°55'49"E A DISTANCE OF 1.20 FEET TO A POINT; THENCE S 18°04'11"E A DISTANCE OF 8.48 FEET TO A POINT; THENCE N 51°29'41"W A DISTANCE OF 3.01 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 11 SQUARE FEET.

SquareFoo

11

C. Statement of Authority

The Town of Holly Springs hereby acquires the above described estates in the land of the defendant(s) pursuant to N.C.G.S. 40A-3(b)(1) for the Opening, widening, extending, or improving roads, streets, alleys, and sidewalks.

Project Description: Right Turn Lane from Main Street onto Holly Springs Road



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 13.

Public Hearings

Title: Green Oaks Tech Center PUD Major Amendment 21-PUD-01-A01 - Legislative Public Hearing

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

Staff Resource: Cheryl Caines, Development Services

Action(s):

- Conduct Legislative public hearing.
- Consider adoption of Rezoning Ordinance RZ24-02 to adopt the statement of compatibility and approve the Planned Unit Development (PUD) Major Amendment.

Explanation:

- The Town has received a Major Amendment request to modify the architectural standards of the Green Oaks Tech Center PUD related to building materials. The changes include allowing painted concrete as a primary building material, adding accent materials, and adding maintenance standards that address long-term maintenance and appearance.
- The proposed language is underlined in the attached PUD amendment document.

Staff Recommendation: Approval

Planning Board Recommendation: Approval (8-1)

A summary of the Planning Board discussion is in the staff report.

Background:

- The Green Oaks Tech Center (GOTC) Planned Unit Development (also known as Yield 2.0) was approved on November 30, 2021 (21-PUD-01).
- A Master Plan (Major Subdivision 21-MAS-05) was approved on March 15, 2022, for GOTC with a minimum of 6 and a maximum of 30 lots.
- Three Development Plans for Pods 3, 4, & 5 have been approved since August 2023 for business, industrial, research & development or other uses.
- The original zoning was a mix of R-30: Residential, R-10: Residential, BT-CU Business & Technology Conditional Use, and RT: Research and Technology.

Funding Source(s):

N/A

Attachment(s):

Town Council Business Meeting
March 19, 2024

1. 21PUD01A01_GreenOaksTechCtr_TC_031924 report
2. 21PUD01A01_GOTC_Ordinance_031924
3. 21PUD01A01_Application
4. 21PUD01A01_GOTC_ProposedAmendment



Project Type: Planned Unit Development – Major Amendment (PUD)

Concurrent Applications:

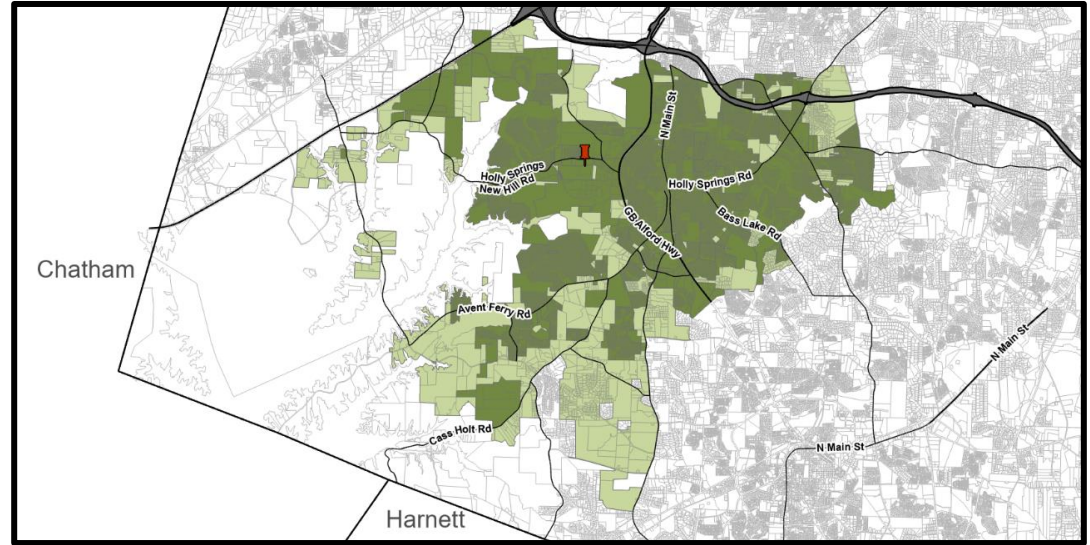
☐ Waiver / SUP/ VAR/ CPA

Applicant / Petitioner:

Crescent Communities, LLC

Property Address: 11313, 11501, 11509, & 11513 Holly Springs New Hill Rd.

Property Area: 177.77 ac.



Located in: ☒ Holly Springs Corporate Limits ☐ Holly Springs ETJ ☐ Annexation Pending

Project Summary:

An amendment to the Green Oaks Tech Center Planned Unit Development (PUD) to modify the architectural standards for primary and accent building materials. The overview of the proposed changes begins on page 7 of this staff report.

Requested Action:

Legislative Decision: The Town Council must hold a Legislative public hearing to receive public comments regarding the proposal and make a determination on whether or not to approve the policy or modification.

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Decision-Making Information	Page 10



Case Summary

Current Zoning:

PUD Planned Unit Development

☐ Conditional Zoning District

Proposed Zoning:

PUD Planned Unit Development

☐ Conditional Zoning District



Aerial Photograph

Growth Strategy Map:

Places to Transform

Small Area Plan Designation:

N/A

Future Land Use Plan Designation:

Innovation Village

Staff Analysis:

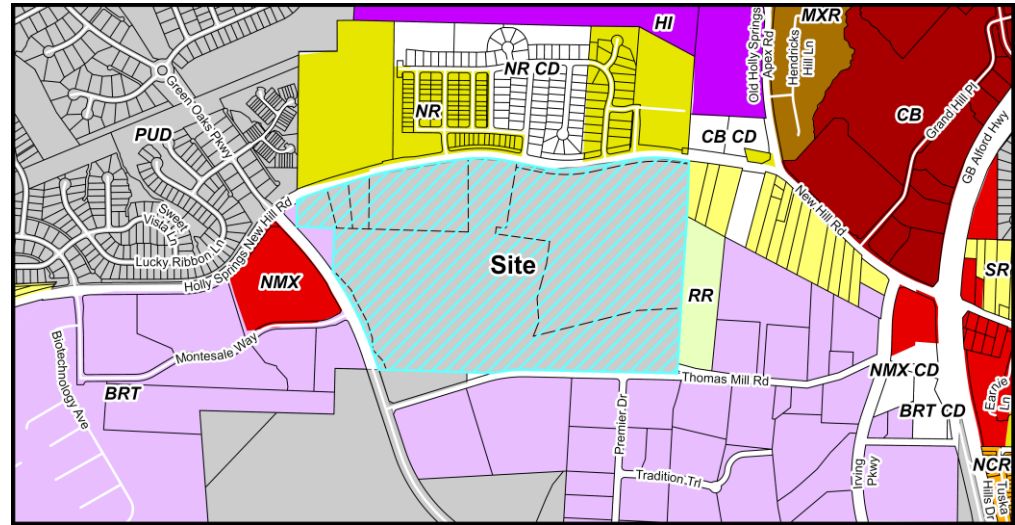
The requested PUD Amendment is: ☒ Consistent with Adopted Plans ☐ Inconsistent with Adopted Plans

The Future Land Use & Character Plan states that the Character Areas will prioritize quality of architecture over land use and density. The proposed amendments include quality building materials, opportunities for unique building design, and assurances for a high degree of maintenance within the PUD.

Staff Recommendation: ☒ Approve ☐ Deny

**Current Zoning Information**

Parcel #	Zoning	Area (acres)
0649240812	PUD	40.32
0649049382	PUD	61.50
0649054147	PUD	10.36
0639959107	PUD	1.52
0639957154	PUD	1.30
0639955037	PUD	2.00
0639949124	PUD	.77
Total Area		177.77



Current Zoning Map

Adjacent Property Current Zoning Information

	Zoning	Existing Land Use
Subject Property	PUD Planned Unit Development	Industrial Spec Buildings, Vacant
North	NR Neighborhood Residential	Single Family Detached Dwellings
South	BRT Business & Research Technology, PUD Planned Unit Development	Light Manufacturing, Office
East	SR Suburban Residential, RR Rural Residential	Single Family Detached Dwellings, Vacant
West	BRT Business & Research Technology, NMX Neighborhood Mixed Use	

Parcel Rezoning History

Rezoning Number: 21-PUD-01

Original Zoning: R-30: Residential, R-10: Residential, BT-CU Business & Technology Conditional Use, RT: Research and Technology

Approved Zoning: PUD Planned Unit Development

Approval Date: November 30, 2021



Land Use & Character Information

Growth Strategy Map: Places to Transform

Future Land Use: Innovation Village

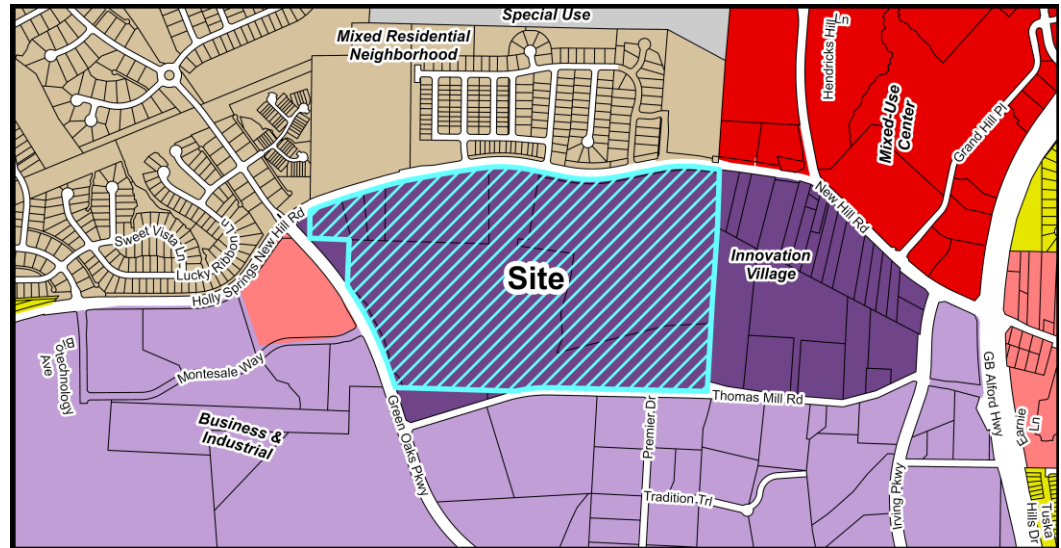
Small Area Plan: N/A

The Requested Planned Unit Development Amendment is:

☒ Consistent with adopted plans

☐ Inconsistent with adopted plans

If a Zoning Map Amendment is adopted and the action is deemed inconsistent with adopted plans, the Zoning Map Amendment has the effect of also amending the Future Land-use Map.



Future Land Use Map

Important Themes for Transforming Holly Springs:

Eight important themes for Holly Springs are highlighted as high-priority principles for transforming the Town. The following theme(s) should be considered with this request:

Theme	Summary
☒ Establish Mixed-Use Activity Centers Throughout Holly Springs	Mixed-use and walkable development
☐ Suburban Remix	Activate neighborhood centers
☐ Suburban Retrofit	Redevelop existing centers into mixed-use, multi-modal, activated centers
☐ Context-Sensitive Infill Development Choices	Infill around single use residential areas
☒ Transitions	Complement existing development and avoid incompatibilities
☐ Increase Home & Neighborhood Choices in Holly Springs	Variety of integrated housing products
☐ Increase Diversity & Affordability of Housing in Holly Springs	Adequate supply of affordable housing
☐ More Transportation-Land Use Coordination in the Community	Equal emphasis on land use (demand), transportation (supply) and urban design (character)



Land Use & Character Information (cont.)

Growth Strategy Map: Places to Transform

Specific focus areas in Holly Springs provide opportunities to grow and transform in the future. These areas will evolve over time in terms of land use mix, density and intensity, home choices, and transportation options. These are the areas where the Town should emphasize public and private investment — increasing allowable densities and intensities, adding infrastructure capacity, improving access from nearby neighborhoods, investing in the public realm, and encouraging private investment — to diversify the Town's development strategy and support continued growth and economic prosperity in the future. Some areas identified to transform over time will require redevelopment of existing suburban shopping centers or infill development in the Downtown Village District.

Future Land Use: Innovation Village

An Innovation Village abandons the idea of a conventional business or industrial park and imagines a mixed-use village that concentrates employment uses in a discernible center surrounded by one or more neighborhoods that support a variety of home densities and choices — including live-work units in the employment center. The design, scale, character, and intensity of development in the Innovation Village emphasizes technology, creativity, and innovation, and may support a corporate headquarters, research and development campus, manufacturing center, or other center of excellence and the nearby retail businesses and housing options needed for its employees. A grid network of walkable streets connects destinations within the employment center and the surrounding neighborhoods. Connected open space throughout the village accommodates recreation facilities, small parks, greenways, and gathering places; preserves tree stands; and helps reduce stormwater runoff.

Key Characteristics of the Character Area include:

- Blocks are small and walkable with pedestrian passages for large blocks.
- Development is sensitive to existing natural resources including large tree stands and drainageways.
- A series of connected open spaces throughout a walkable, activated environment.
- Innovative light impact techniques utilized for landscaping and stormwater control.
- Building scale and massing should be varied throughout the development and should incorporate innovative design techniques and materials.
- Streets should have urban character with formal street tree plantings and facilities for pedestrians and cyclists.

Small Area Plan: N/A

Historic Structures: ☒ None

Future Land Use Staff Analysis:

The requested Zoning Map Amendment is: ☒ Consistent ☐ Inconsistent

The Future Land Use & Character Plan states that the Character Areas will prioritize quality of architecture over land use and density. The proposed amendments include quality building materials, opportunities for unique building design, and assurances for a high degree of maintenance within the PUD.



Additional Information

The proposed modification is related to allowed building materials and does not impact the Comprehensive Plan sections outlined below:

- Transportation
- Parks, Recreation, & Greenways
- Community Facilities
- Infrastructure & Utility
- Natural Resources & Open Space



Planned Unit Development Amendment Information

UDO Section 1.6.1.H addresses legacy Planned Unit Development (PUD) projects like the Green Oaks Tech Center PUD. The establishment of new PUD projects is not allowed. However, the Town recognizes past projects that were approved under this land use process and Minor and Major Amendments to PUDs are allowed.

Examples of changes that qualify as a Major Amendment include changes to density or building areas, setbacks and building heights, roadway networks, open space, or any other changes that depart significantly from the original approval. Substantial changes to building design, building material selection, or the percentage of various building materials are typically considered to qualify as a Major Amendment.

The Major Amendment request is to modify the architectural standards for primary and accent building materials to allow painted concrete as a primary building material and establish accent building materials.

PUD Development Standards

Innovation District and Southern Edge District

Building Materials	Existing PUD Standard	Proposed Standard
	Building Materials shall include: • Brick • Stone • Split- faced stone or architectural concrete (embedded color, textured) • Metal panel rainscreens, such as ACM panels and metal plate (flat metal panels). Corrugated and metal siding are prohibited. • Glass fiber translucent panels • Masonry rainscreens (terracotta, and fiber cement panels)	Add the following to the building materials list. • Painted concrete per the designated paint colors and textures. Paint colors are limited to one (1) per building. • Accent colors of wood, metal panel, and stone per the designated materials type and colors. Accent materials are limited to no more than 20% of each façade.



Maintenance	PUD Standard	Proposed Standard
	No standards. Defaults to UDO.	The Green Oaks Tech Center at Holly Springs will be managed in accordance with the highest standards and with best practices, similar to the other Class A business parks and campuses. A Property Owner's Association (POA) will be established and will require architectural review and require on-going maintenance of all facilities, including trash removal, snow removal, maintenance of landscaping and structures. The POA will ensure all buildings are maintained or repainted as needed, including painted concrete shall be maintained to a high-quality standard to prohibit color fading, peeling, or chipping.

Planned Unit Development Amendment Evaluation of Plan Consistency

The applicant must demonstrate that the proposed zone map change and property owner offered conditions (if any) or unique conditions associated with this request support the Town's comprehensive plan objectives and/or policies and why the proposed zoning change is reasonable and in the public interest. The applicant has provided a statement in the petition.

Staff has reviewed the application and has determined the requested Zone Map Change is:

☒ Consistent with Adopted Plans ☐ Inconsistent with Adopted Plans

In 2008, additional commercial building design standards were added to the 2002 Unified Development Ordinance to ensure buildings met minimum architectural design expectations, including the issue of painted or stained concrete, brick, and stone. At the time, the Town was experiencing several issues with buildings that had used painted or stained concrete, brick, and stone to meet building material standards. These issues focused primarily around building maintenance and overall appearance, including peeling, chipping, and fading. In many cases, paint touch up work did not correct the problem, as painted areas faded differently than existing areas leading to a blotchy appearance of the façade. Following conversation between Town staff, the Technical Review Committee (currently known as the Land Use Advisory Committee), Planning Board, and Town Council, it was determined that painted or stained concrete, brick, and stone did not meet the high-quality expectations of the Town and the use of these materials was prohibited. The prohibited use of this material treatment was continued with the 2022 UDO. Architectural concrete with integral color (color which is added into the concrete and is long-lasting and fade-resistant) and texture is permitted.

In addition to maintenance challenges noted in 2008, paint and stain also introduce a wide variety of color options that may not be aesthetically pleasing on a commercial building façade. By prohibiting painted or stained concrete, brick, and stone, the Town is able



to ensure that the visual appearance of buildings will be in keeping with the character of adjacent neighborhoods and the community's expectations for building design. It should be noted that in most cases only 60% of the façade is required to be concrete, brick, and/or stone and that the remaining 40% of the building may be other materials that offer opportunities to introduce different colors or visual interest to the building.

The Green Oaks Tech Center (GOTC) PUD calls for the incorporation of high-quality materials to give a cohesive campus atmosphere that provides a dynamic and innovative appearance. While implementing the façade standards on the first buildings of the project, the applicant has noted some issues achieving the variation in color they were anticipating using an integral color. As such, the applicant has requested the use of painted concrete as a primary material treatment. Painted concrete would only be allowed in the PUD's Innovation District and Southern Edge District. These districts are designated for business, employment, and industrial uses. Painted concrete is not proposed for use in the Commercial District (business, hospitality, personal services district) at the corner of Green Oaks Parkway and Holly Springs New Hill Road.

A color palette is proposed that allows four neutral paint colors (see proposed color pallet in the PUD document attachment and below). Each building is limited to one primary paint color. Accent materials with complementary colors are proposed to break up large building facades, add visual interest, and accentuate building entrances/features. Accent materials are limited to 20% of the façade. The proposed palette will be used to ensure cohesiveness throughout the development but allow for distinct building design.

CONCRETE

PAINT COLORS



OUTBACK

SILVERSMOKE

LIGHT GRAY

DARK GRAY

TEXTURES

EXPOSED
AGGREGATESTAMPED/
PATTERNED

FORMLINER

NOTE: MATERIALS DISPLAYED IN EXHIBIT MAY NOT MATCH EXACTLY THE FINAL PRODUCT DUE TO THE NATURE OF THE MATERIALS SELECTED.

ACCENT MATERIALS

WOOD



NATURAL MAPLE

RUSTIC PINE

MAHOGANY

CHARCOAL GRAY

METAL PANEL



BRUSHED ANODIZED

AZURE BLUE

DARKENED GRAY

ANTIQUE COPPER

STONE



SLATE

LIMESTONE

MARBLE

GRANITE



To address the maintenance concerns, the applicant included a standard to establish a Property Owner's Association (POA) requiring architectural review and on-going maintenance of all facilities, including repainting the concrete to prohibit color fading, peeling, and chipping. The applicant also notes that painted concrete has been used within their property portfolio for over 25 years, and that it enhances the appeal and quality of tilt construction.

In this specific case, staff is supportive of the request to use painted concrete as a primary material treatment for the following reasons:

- As a PUD, this standard will apply to a very limited area of the community.
- The applicant has preselected a limited number of neutral colors that will maintain a desirable façade appearance.
- The applicant has committed, through enforceable zoning standards, to maintaining a high-quality appearance and to ensure that all buildings are maintained or repainted to prohibit color fading, peeling, or chipping.



Decision-Making Information

Planned Unit Development Amendment Staff Analysis

The proposed PUD amendment allows the use of painted concrete and identifies accent materials that are limited to the colors/materials in the proposed palette. Primary paint colors are limited to four colors and no more than one color can be used per building. Accent materials are limited to 20% of the building façade and consist of wood, metal panels, and stone. These additional building materials will allow the applicant to provide a high-quality development as envisioned by the Future Land Use Plan while also creating a cohesive, innovative campus with distinct districts utilizing architectural design. A Property Owner's Association will be provided to ensure for the long-term maintenance of the painted concrete.

Staff Recommendation: ☒ Approve ☐ Deny

Previous Case Related Items

Neighborhood Meeting

The applicant must hold a neighborhood meeting with all property owners within 500 feet of the project prior to submitting an application. A report of the neighborhood meeting has been submitted and is included in the agenda item attachments.

Meeting Date: 11/14/2023

Summary of Issues: There were no attendees to the neighborhood meeting.

Planning Board Action

Planning Board Meeting Date: 2/27/2024

Planning Board Decision Type: Advisory Decision

Advisory Decision

The Planning Board must review the application and make a recommendation to the Town Council.

The Planning Board should consider whether or not the proposed Zoning Map Amendment is consistent with the goals of the Comprehensive Plan, or any other officially adopted plan that is applicable, and if the amendment is reasonable and in the public interest. Technical standards of the Unified Development Ordinance are addressed once a Development Plan or Subdivision Plan is submitted for review.

The Planning Board discussed the following issues and concerns:

- Continued maintenance and appearance concerns of the painted concrete.



- The Board asked why this change is being requested. The applicant noted changes to construction methods. The panels are currently manufactured in South Carolina and shipped to the site for construction. The new method will involve making the panels on-site. Because there are more uncontrollable factors with this process, the painted concrete allows a means to provide a consistent appearance for the panels. Another reason is the integral color currently used do not provide much contrast on the building panels.
- Concerns about consistency and cohesiveness of painted concrete buildings with those already constructed that will not have painted concrete.
- Short-term construction cost savings for the developer vs. long-term maintenance costs for future tenants.
- Maintenance standards and requirements will still apply if the property is sold or changes ownership since included in PUD standards.
- Allowing this change within one PUD could open up requests to utilize painted concrete in other PUDs or Conditional District Rezoning proposals.
- Discussion on comfort level with the limited allowance of painted concrete only within the PUD.

Planning Board Recommendation:

Recommend **approval** of Major PUD Amendment 21-PUD-01-A01 to modify the development standards of the Green Oaks Tech Center PUD as submitted by Crescent Communities, LLC.

The Planning Board voted in favor of the motion (8 - 1)

Those voting against the motion:

- Van Crandall – The current standards allow integral color to be used in the concrete; therefore, change is unnecessary. The concrete with integral color does not create appearance issues that require regular maintenance. It appears to allow the developer to cut construction costs in the short term and pass on maintenance costs to the tenants.

Town Council Consideration & Action

Legislative Public Hearing

Prior to the Legislative Public Hearing:

- Mailed notice was sent to all property owners within 500 feet of the project.
- Published notice was made twice in the News & Observer.
- Posted notice was made with a public hearing signs on the property.



Town Council Decision Type: Legislative Decision

Legislative Decision:

Legislative public hearings are held prior to a change in policy that may affect the entire community, including decisions on land use. The public hearing allows the Town Council to receive public comments regarding the proposal and then have discussion and deliberation. Based on the information provided on the proposal, the Town Council will make a determination on whether or not to approve the policy or modification.

Potential Zoning Map Amendment Petition Motion

Adopt Ordinance #RZ24-02 to adopt the statement of compatibility and approve the PUD Major Amendment.



Ordinance No. RZ24-02

Date Submitted: March 19, 2024

Date Adopted: March 19, 2024

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

WHEREAS, the Town of Holly Springs Town Council adopted Vision Holly Springs: Town of Holly Springs Comprehensive Plan in November 2007; and

WHEREAS, the Town of Holly Springs Town Council has maintained and updated Vision Holly Springs: Town of Holly Springs Comprehensive Plan by adopting Section 1: Land Use & Character Plan in 2019; Section 2: Comprehensive Transportation Plan in 2022, and Section 3: Parks, Recreation and Greenways Master Plan in 2021; and

WHEREAS, the Town of Holly Springs has received a request to modify the Official Zoning Map for 177.77 acres of Wake County PINs 0639955037, 0639957154, 0639959107, 0649054147, 0649049382, 0649240812 and 0639949124 by amending the Green Oaks Tech Center Planned Unit Development (PUD) standards; and

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

WHEREAS, the requested PUD Major Amendment to modify standards related to permitted building materials is consistent with the adopted Vision Holly Springs: Town of Holly Springs Comprehensive Plan, and

WHEREAS, the Holly Springs Planning Board reviewed this request at a Public Meeting on February 20, 2024 and recommended approval by a vote of 8-1; and

WHEREAS, in accordance with NCGS § 160D-601, the Town of Holly Springs held a legislative hearing on March 19, 2024 to consider the proposed changes to the Green Oaks Tech Center PUD; and

WHEREAS, after considering the recommendation of the Holly Springs Planning Board and the public input offered in a public hearing before the Town Council, the Town Council finds amending the Official Zoning Map is consistent with Vision Holly Springs: Town of Holly Springs Comprehensive Plan since the proposed PUD Major Amendment allowing painted concrete, identifying accent materials, and establishing maintenance standards would provide high quality development as envisioned by the Future Land Use Plan while also creating a cohesive, innovative campus district utilizing architectural design, and

WHEREAS, the Town of Holly Springs Town Council finds the proposed amendment to the

Green Oaks Tech Center PUD is reasonable and in the public interest as it increases commercial and employment opportunities for Holly Springs; and

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

Part 1: **Amend Unified Development Ordinance Section 1.7 Official Zoning Map** with the following rezoning request: #21-PUD-01-A01 to change the zoning of PINs #0639955037, 0639957154, 0639959107, 0649054147, 0649049382, 0649240812 and 0639949124 by amending the Green Oaks Tech Center Planned Unit Development (PUD) standards.

The properties are subject to all the PUD standards including those modified as shown with underlined text in Attachment A dated February 21, 2024.

Part 2: **REPEAL OF CONFLICTING ORDINANCES**

All ordinances or parts of the Town Code of Ordinances of the Town of Holly Springs conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

Part 3: **SEVERABILITY**

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

Part 4: **INCLUSION IN CODE**

It is the intention of the Town Council entered as hereby ordained, that the provisions of this Ordinance shall become and be made part of the Town 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 5: **EFFECTIVE DATE**

The provisions of this ordinance shall become effective March 19, 2024, in accordance with the laws of the State of North Carolina.

Adopted this, the 19th day of March 2024.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk



Attachment A: Green Oaks Tech Center PUD Amendments

Amended language is underlined.

PLAN CONSISTENCY STATEMENT



Describe how the proposed Zone Map Change request is consistent or supported by the objectives and policies of *Vision Holly Springs: Town of Holly Springs Comprehensive Plan* and how it is inconsistent with the Plan.

You must respond to each section; please type or print legibly in blue or black ink

Project Information:

Project Name: THE YIELD Holly Springs (fka Green Oaks Tech Center)

Proposed Zoning District: PUD Amendment

Proposed Land Use/Density: No change

Future Land Use Plan Map Designation: No change

Future Land Use Plan Designation Land Use/Density: No Change

For DS Use only

Project # _____

Date Received: _____

Plan Consistency Statement:

In accordance with NCGS § 160D-605 prior to adopting or rejecting any zoning amendment, the Town Council shall adopt a statement of zoning consistency or inconsistency. Please include as much detailed information about the proposed zoning change and developer offered conditions (if any) or unique conditions associated with this request that support the Town's comprehensive plan objectives and/or policies and why the proposed zoning change is reasonable and in the public interest. If the proposed zoning amendment is not in compliance with the comprehensive plan, the Town Council is required to determine why the proposed zoning change is reasonable and in the public interest if approved. Please provide detailed documentation to assist the Council in making their determination. *Attach Additional Sheets as needed*

Petitioner's Response

Executive Summary

The Petitioner is seeking to add an additional approved material of "painted concrete" to be allowed in the THE YIELD Holly Springs PUD. This material is an additional material and not a replacement in order to give the Petitioner greatly flexibility and options for the construction process. The added material is a widely accepted application. With the additional material request, commitments on colors, in many commercial campuses throughout the Triangle. In addition, the Petitioner has committed to colors and accent materials as well as maintenance commitments.

Section 1: Future Land Use & Community Character

THE YIELD Holly Springs PUD meets the intent of the Future Land Use Map and Community Character as approved by Town Council in November of 2021. This amendment goes to further support the intent on quality of materials and architecture, while further supporting the goal for creating a commercial district. The commitment to high quality, cohesive yet still unique design and commitment to maintaining at a high level further supports the Land Use and Community goals.

Section 2: Transportation / Comprehensive Transportation Plan

This amendment does not impact Transportation or CTP.

Section 3: Parks, Recreation & Open Space/Beyond the Green: A Parks & Recreation Master Plan

This amendment does not impact Parks, Recreation or Open Space or the Parks and Recreation Master Plan.

Section 4: Community Facilities

This amendment does not impact Community Facilities.

Section 5: Infrastructure and Utilities

This amendment does not impact Infrastructure and Utilities.

Section 8: Natural Resources

This amendment does not impact Natural Resources.

Plan Consistency Response Prepared by:

Preparer's Signature(s)

Elizabeth McMillan

Date

March 8, 2024

PLANNED UNIT DEVELOPMENT PETITION

The current Filing Fees can be found on-line in the Town of Holly Springs Fee Schedule:

www.hollyspringsnc.us/2170/Development-Services

Petition Type:

☒ PUD Master Plan

☒ Major Amendment ☐ Minor Amendment

Project Information:

Project Name: THE YIELD Holly Springs (fka Green Oaks Tech Center or 2.0)

Project Location: Southeast corner of Green Oaks Parkway and Holly Springs New Hill Road

Use street address. If none, use the closest intersection

☒ Within Corporate Limits ☐ Within Holly Springs ETJ ☐ Pending Annexation

PIN: 0001225 0037734 Real Estate ID: _____

PIN: 0036586 075965 Real Estate ID: _____

PIN: 0111208 0236769 Real Estate ID: _____

Project Acreage: 120 acres

Partial Parcel: ☐ No ☐ Yes

Rounded to nearest tenth

Sketch Plan Review (Pre-Submittal) Meeting Date: 10/31/2023

If the Sketch Plan Review (Pre-Submittal) Meeting Date is not within 8 weeks of the submittal date, another Sketch Plan Review (Pre-Submittal) Meeting is required prior to submittal.

Petition Request:

Current Zoning: PUD

Proposed Use: PUD Amendment

Open Space [See UDO Section 7.06(F)(4)]: ☐ Dedication ☐ Fee-in-lieu ☐ Combination ☐ N/A

Waivers Requested: ☒ No ☐ Yes- Specify UDO Section Number(s): _____

If yes, complete and attach appropriate Waiver Petition(s) from Waiver Packet

Petition Contact Information: (complete each contact in its entirety- please print or type)

Project Applicant/Contact

(Check one) ☒ Owner ☐ Owner's Agent/Representative ☐ Design Professional ☒ Developer ☐

Other: _____

Name Elizabeth McMillan Company CC TGA THE YIELD, LLC

Mailing Address 601 South Tryon, Suite 800

City Charlotte State NC Zip 28204

Telephone # (704) 235-3946 E-Mail emcmillan@crescentcommunities.com

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

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

Design Professional if different than Applicant/Contact

Name _____ Company _____

Mailing Address _____

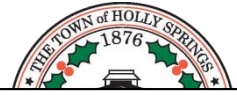
City _____ State _____ Zip _____

Telephone # () E-Mail _____

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

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

Developer



For DS Use only

Project # _____

Fees Paid: \$ _____

Date Received: _____

☐ Initial ☐ Revised ☐ Final

Name See above. Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # (_____) E-Mail _____
How would you like to receive staff review comments? ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Architect

Name _____ Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # (_____) E-Mail _____
How would you like to receive staff review comments? ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Landscape Architect

Name _____ Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # (_____) E-Mail _____
How would you like to receive staff review comments? ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Engineer

Name _____ Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # (_____) E-Mail _____
How would you like to receive staff review comments? ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Property Owner - REQUIRED

Name See above. Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # (_____) E-Mail _____
How would you like to receive staff review comments? ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Property Owner

Name _____ Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # (_____) E-Mail _____
How would you like to receive staff review comments? ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Property Owner

Name _____ Company _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone # (_____) E-Mail _____
How would you like to receive staff review comments? ☐ E-Mail ☐ US Mail
How would you like to receive Official Action Notices? ☐ E-Mail ☐ US Mail- Certified

Owner's Authorization:

Owner's Signature(s)

PIN

Date

Elizabeth McMillan

3/3/2024

NEIGHBORHOOD MEETING REPORT



Before submitting an application, the Petitioner must hold at least one (1) neighborhood meeting and submit to Development Services a written summary report of the neighborhood meeting. For more information, refer to UDO Section 11.5.

☒ Neighborhood Meeting Date: 11/14/2023
Time: 4:00-5:00PM
Location: Web-based via Zoom

Notification of Owners:

1. The Petitioner or Petitioner's Agent shall prepare a Neighborhood Meeting Notification to be sent via first class mail to the owner(s) of the land specified on the Petition, owner of land within a **500 foot radius** of the subject property. Mailing notices shall include surrounding property owners and property owners' associations (or equivalent). Where the tax records reflect a mailing address for an owner of property to be different than the address of the property owned, notification shall also be mailed to the address of the property itself.
2. The Notice shall include the date, time, and location of the Neighborhood Meeting; the name of the Petitioner; the location of the proposed request (address, tax property identification number, or metes and bounds description); and an explanation of the nature of the request.
3. The Notice shall be deposited in the mail not less than ten (10) days nor more than 25 days before the date of the Neighborhood Meeting.

For DS Use only

Project # _____

Date Received: _____

☐ Complete ☐ Incomplete

Prior to mailing the written notices, the applicant shall notify the Town of the scheduled meeting date and time.

☒ Date of Notification Mailing: 11/03/2023

Conduct of Meetings:

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

Summary of Issues:

- No one attended the neighborhood meeting, so no
- issues were raised by Community.

Attach Additional Sheets as needed

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

- No one attended the neighborhood meeting, so no
- adjustments were made due to Community feedback.

Attach Additional Sheets as needed

Additional attachments required for the report:

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

Neighborhood Meeting Report Prepared by:

Preparer's Signature(s)

Elizabeth McMillan *Elizabeth McMillan*

Date

11/14/2023

Owner	Address	City	State	Zip
TWELVE OAKS MASTER ASSOCIATION INC	11010 RAVEN RIDGE RD	RALEIGH	NC	27614-8837
GREG L JONES, STEPHANIE W JONES	804 GREEN OAKS PKWY	HOLLY SPRINGS	NC	27540-4816
ANTHONY LAWRENCE EVANS, KATHERINE WEILER EVANS	808 GREEN OAKS PKWY HOLLY SPRINGS	HOLLY SPRINGS	NC	27540-4816
WAKE COUNTY BOARD OF EDUCATION	1429 ROCK QUARRY RD STE 116	RALEIGH	NC	27610-4185
HENSLEY HOMEOWNER'S ASSOCIATION INC	1401 SUNDAY DR STE 109	RALEIGH	NC	27607-5173
CHENG NGUON WANG KUOCH, WEI PING KUOCH	153 AINSDALE PL	HOLLY SPRINGS	NC	27540-6180
DAVID CHANG, LIN LIANG CHANG	409 CRICKET HEARTH RD	SANFORD	NC	27330-6335
BRJESH R PATEL, KINJAL PATEL	201 VINEWOOD PL	HOLLY SPRINGS	NC	27540-9801
KEVIN R HUNSICKER, KARLA ANN HUNSICKER	141 AINSDALE PL	HOLLY SPRINGS	NC	27540-6180
KAVITHA PUTLURI, VENKAT REDDY PUTLURI	1109 HOLLAND BEND DR	CARY	NC	27519-8222
ANGEL L HERNANDEZ, MARGARET B HERNANDEZ	133 AINSDALE PL	HOLLY SPRINGS	NC	27540-6180
MIGUEL A TORRES, MIRIAM TORRES	129 AINSDALE PL	HOLLY SPRINGS	NC	27540-6180
THUY NGUYEN, LAN LE	125 AINSDALE PL	HOLLY SPRINGS	NC	27540-6180
RODEL C EGAMINO, SANDRA V CAHIGAS	121 AINSDALE PL	HOLLY SPRINGS	NC	27540-6180
SOWMYA REDDY YATTAPU	117 AINSDALE PL	HOLLY SPRINGS	NC	27540-6180
PRABHA GOPALAKRISHNAN	113 AINSDALE PL	HOLLY SPRINGS	NC	27540-6180
RYAN RICHMOND, KELLY RICHMOND	109 AINSDALE PL	HOLLY SPRINGS	NC	27540-6180
THU Q VO, PHUNG CONG VO	105 AINSDALE PL	HOLLY SPRINGS	NC	27540-6180
NIKHIL REDDY MADADI, PRATHIBHA RAVULA	101 AINSDALE PL	HOLLY SPRINGS	NC	27540-6180
WILLIAM COLLIER, MYRICIA COLLIER	104 HENSLEY HILL PL	HOLLY SPRINGS	NC	27540-6183
RUI LI, MASIXIA TAO	109 TISBURY DR	HOLLY SPRINGS	NC	27540-6189
ANDRE MAURICE BELLAMY	105 TISBURY DR	HOLLY SPRINGS	NC	27540-6189
BHARGAV VANAPARTHY, SRAVANTHI POLAVARAPU	101 TISBURY DR	HOLLY SPRINGS	NC	27540-6189
GREGORY B VANDERMOLLEN, KELLY N VANDERMOLLEN	100 TISBURY DR	HOLLY SPRINGS	NC	27540-6189
KEVIN MICHAEL FITZPATRICK, AMAIRA FITZPATRICK	104 TISBURY DR	HOLLY SPRINGS	NC	27540-6189
THE DREES COMPANY	7701 SIX FORKS RD STE 132	RALEIGH	NC	27615-5050
REVATHY PERUMAL	513 MOORE HILL WAY	HOLLY SPRINGS	NC	27540-5445
LAVANCE DIXON JR	512 MOORE HILL WAY	HOLLY SPRINGS	NC	27540-5445
JAMES MATTHEW ANDREWS, ALICIA DAWN ANDREWS	508 MOORE HILL WAY	HOLLY SPRINGS	NC	27540-5445
THALES ACADEMY	4641 PARAGON PARK RD	RALEIGH	NC	27616-3406
Town of Holly Springs	PO BOX 8	HOLLY SPRINGS	NC	27540-0008
JAMES T TAYLOR, RONALD A TAYLOR	305 FOXWOOD TRL	PITTSBORO	NC	27312-9591
LISA LESLIE, CALVIN LESLIE	PO BOX 574	HOLLY SPRINGS	NC	27540-0574
BARBARA LESLIE MCNEIL	1335 NEW HILL RD	HOLLY SPRINGS	NC	27540-6102
BIG BOSS LITTLE BOSS LLC	5109 BARTIZAN DR	HOLLY SPRINGS	NC	27540-6307
DELORES B WILSON	501 BASS LAKE RD	HOLLY SPRINGS	NC	27540-9064
JUSTIN STANLEY	6624 TEN TEN RD	APEX	NC	27539-8316
HMS 55 LLC	1013 SKYMONT DR	HOLLY SPRINGS	NC	27540-8293
PREMIER ROAD, LLC	3829 OPPORTUNITY LN	RALEIGH	NC	27603-5659
M & D PACOS HOLDING CO LLC	150 FIZELL AVE	DUNKIRK	NY	14048-1371
FIVE H INVESTMENTS LLC, COLE & ASSOCIATES CPA	2118 ROSALIND AVE SW	ROANOKE	VA	24014-1718
RITTEE NORTH CAROLINA LLC	1455 DANNER DR	AURORA	OH	44202-9273
SEQUIRUS INC	475 GREEN OAKS PKWY	HOLLY SPRINGS	NC	27540-7976
HELIx VENTURES LLC	3717 NATIONAL DR STE 209	RALEIGH	NC	27612-4877
MARIO L DONNELL	1911 DREXMORE AVE	GREENSBORO	NC	27406-3212
Garland Johnson Jr	11512 HOLLY SPRINGS NEW HILL RD	APEX	NC	27539
Garland Johnson Jr, Gail R Johnson	226 MUIRFIELD RIDGE DR	GARNER	NC	27529
David Lockhart, Kathleen Fox Lockhart	3204 RIGHTERS MILL WAY	APEX	NC	27539
Leonard B Shaffer, Katherine W Shaffer	3532 FRIENDSHIP RD	APEX	NC	27502
Terry Jackson Jones, Richard Lane Jones	PO BOX 937	HOLLY SPRINGS	NC	27540
April Savannah Ward, Patricia Ann Barnes	11920 ONEAL RD	WAKE FOREST	NC	27587
Leonard B Shaffer, Katherine W Shaffer	3532 FRIENDSHIP RD	APEX	NC	27502
Brenda B Joyner, Ralph Joyner	PO BOX 274	HOLLY SPRINGS	NC	27540
James Michael McNeil	6596 WOODMERE DR	WALKERTOWN	NC	27051
Patty Ray	PO BOX 742	HOLLY SPRINGS	NC	27540
Parrish Womble Heirs	114 HICKORY ST	HOLLY SPRINGS	NC	27540
BELLAMY, ANDRE MAURICE	105 TISBURY DR	HOLLY SPRINGS	NC	27540-6189
CHANG, DAVID CHANG, LIN LIANG	409 CRICKET HEARTH RD	SANFORD	NC	27330-6335
COLLIER, WILLIAM COLLIER, MYRICIA	104 HENSLEY HILL PL	HOLLY SPRINGS	NC	27540-6183
DIXON, LAVANCE JR	512 MOORE HILL WAY	HOLLY SPRINGS	NC	27540-5445
EGAMINO, RODEL C CAHIGAS, SANDRA V	121 AINSDALE PL	HOLLY SPRINGS	NC	27540-6180
FITZPATRICK, KEVIN MICHAEL FITZPATRICK, AMAIRA	104 TISBURY DR	HOLLY SPRINGS	NC	27540-6189
FIVE H INVESTMENTS LLC, COLE & ASSOCIATES CPA	2118 ROSALIND AVE SW	ROANOKE	VA	24014-1718
GOPALAKRISHNAN, PRABHA	113 AINSDALE PL	HOLLY SPRINGS	NC	27540-6180
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HENSLEY HOMEOWNER'S ASSOCIATION INC	1401 SUNDAY DR STE 109	RALEIGH	NC	27607-5173
HERNANDEZ, ANGEL L HERNANDEZ, MARGARET B	133 AINSDALE PL	HOLLY SPRINGS	NC	27540-6180
HMS 55 LLC	1013 SKYMONT DR	HOLLY SPRINGS	NC	27540-8293
HOLLY SPRINGS TOWN OF c/o Town Attorney	PO BOX 8	HOLLY SPRINGS	NC	27540-0008
HUNSICKER, KEVIN R HUNSICKER, KARLA ANN	141 AINSDALE PL	HOLLY SPRINGS	NC	27540-6180
JOHNSON, GARLAND JR	11512 HOLLY SPRINGS NEW HILL RD	APEX	NC	27539-6521
JOHNSON, GARLAND JR JOHNSON, GAIL R	226 MUIRFIELD RIDGE DR	GARNER	NC	27529-2894
TERRY JACKSON JONES & RICHARD LANE JONES	PO BOX 937	HOLLY SPRINGS	NC	27540-0937
JOYNER, BRENDA B JOYNER, RALPH	PO BOX 274	HOLLY SPRINGS	NC	27540-0274
KUNREDDY, KAVITHA PUTLURI, VENKAT REDDY	1109 HOLLAND BEND DR	CARY	NC	27519-8222
KUOCH, CHENG NGUON WANG KUOCH, WEI PING	153 AINSDALE PL	HOLLY SPRINGS	NC	27540-6180
LESLIE, LISA LESLIE, CALVIN	PO BOX 574	HOLLY SPRINGS	NC	27540-0574
LOCKHART, DAVID LOCKHART, KATHLEEN FOX	3204 RIGHTERS MILL WAY	APEX	NC	27539-3627
M & D PACOS HOLDING CO LLC	150 FIZELL AVE	DUNKIRK	NY	14048-1371
MADADI, NIKHIL REDDY RAVULA, PRATHIBHA	101 AINSDALE PL	HOLLY SPRINGS	NC	27540-6180
MCNEIL, BARBARA LESLIE	1335 NEW HILL RD	HOLLY SPRINGS	NC	27540-6102
MCNEIL, JAMES MICHAEL	6596 WOODMERE DR	WALKERTOWN	NC	27051-9426
NGUYEN, THUY LE, LAN	125 AINSDALE PL	HOLLY SPRINGS	NC	27540-6180
PARRISH WOMBLE HEIRS	114 HICKORY ST	HOLLY SPRINGS	NC	27540
PATEL, BRJESH R PATEL, KINJAL	201 VINEWOOD PL	HOLLY SPRINGS	NC	27540-9801
PREMIER ROAD, LLC	3829 OPPORTUNITY LN	RALEIGH	NC	27603-5659
RAY, PATTY	PO BOX 742	HOLLY SPRINGS	NC	27540-0742
RICHMOND, RYAN RICHMOND, KELLY	109 AINSDALE PL	HOLLY SPRINGS	NC	27540-6180
RITTEE NORTH CAROLINA LLC	1455 DANNER DR	AURORA	OH	44202-9273
SEQUIRUS INC	475 GREEN OAKS PKWY	HOLLY SPRINGS	NC	27540-7976
SHAFER, LEONARD B SHAFER, KATHERINE W	3532 FRIENDSHIP RD	APEX	NC	27502-8720
STANLEY, JUSTIN	6624 TEN TEN RD	APEX	NC	27539-8316
TAYLOR, JAMES T TAYLOR, RONALD A	305 FOXWOOD TRL	PITTSBORO	NC	27312-9591
THALES ACADEMY	4641 PARAGON PARK RD	RALEIGH	NC	27616-3406
THE DREES COMPANY	7701 SIX FORKS RD STE 132	RALEIGH	NC	27615-5050
TORRES, MIGUEL A TORRES, MIRIAM	129 AINSDALE PL	HOLLY SPRINGS	NC	27540-6180
TWELVE OAKS MASTER ASSOCIATION INC	11010 RAVEN RIDGE RD	RALEIGH	NC	27614-8837
VANAPARTHY, BHARGAV POLAVARAPU, SRAVANTHI	101 TISBURY DR	HOLLY SPRINGS	NC	27540-6189
VANDERMOLLEN, GREGORY B VANDERMOLLEN, KELLY N	100 TISBURY DR	HOLLY SPRINGS	NC	27540-6189
VO, THU Q VO, PHUNG CONG	105 AINSDALE PL	HOLLY SPRINGS	NC	27540-6180
WAKE COUNTY BOARD OF EDUCATION	1429 ROCK QUARRY RD STE 116	RALEIGH	NC	27610-4185
APRIL SAVANNAH WARD & PATRICIA ANN BARNES	11920 ONEAL RD	WAKE FOREST	NC	27587-9409
WILSON, DELORES B	501 BASS LAKE RD	HOLLY SPRINGS	NC	27540-9064
YATTAPU, SOWMYA REDDY	117 AINSDALE PL	HOLLY SPRINGS	NC	27540-6180

Web-Based Neighborhood Meeting held for application PLPRE202300232.

Persons in Attendance:

NAME

ADDRESS

Elizabeth McMillan

601 S Tryon St, Suite 800, Charlotte, NC 28202

GREEN OAKS TECH CENTER | HOLLY SPRINGS

PLANNED UNIT DEVELOPMENT

02.21.2024



INNOVATION DISTRICT (CONT'D)

ARCHITECTURAL REQUIREMENTS

The architectural design principles and requirements for the Planned Unit Development for Green Oaks Tech Center at Holly Springs, intends to incorporate modifications to the existing Unified Development Ordinance (UDO) of Holly Springs to address appropriate design and requirements for the life sciences campuses.

1. General Architectural and Site Design Requirements

a. Building Materials

The primary building materials shall be cohesive with the overall campus. Each building must be designed to complement the architectural language of the existing buildings, including the color palette. Applicable building materials shall include:

- Brick
- Stone
- Split- faced stone or architectural concrete (embedded color, textured)
- Metal panel and rainscreens, such as ACM panels and metal plate (flat metal panels). Corrugated and metal siding are prohibited.
- Glass fiber translucent panels
- Masonry rainscreens (terracotta, and fiber cement panels)
- Painted concrete per the designated paint colors and textures. Paint colors are limited to one (1) per building.
- Accent colors of wood, metal panel, and stone per the designated materials type and colors. Accent materials are limited to no more than 20% of each façade.

b. Base and body

For buildings three stories or higher, a change in plane at the lowest level is required. The composition of the building shall include a recognizable base and body along the entire length of the façade.

c. Variation in Massing



Figure 1. Des Moines Municipal Services, Neumann Monson

Building walls shall consist of a building bay or structural building system that is a maximum of fifty (50) feet in width. Bays shall be visually established by the incorporation of vertical and horizontal elements along the facades (e.g. reveals, pilasters, etc) and/or by architectural features. For buildings three stories or higher, a change in plane at the lowest level is required.

INNOVATION DISTRICT (CONT'D)

h. Blank Wall area

The blank wall requirement intends to avoid large expanses of untreated building mass. Architectural detail should be applied most predominantly along a primary façade. Uninterrupted blank walls (with out texture/ relieve, material change, or equivalent architectural features) shall not exceed more than (50) fifty feet in length and shall incorporate a feature extending vertically at least (3) percent of total height to address the human scale.

The following items shall meet Holly springs UDO requirements:

i. Animated features (Human Scale Design Elements)

j. Color

k. Textures

l. Roof Treatment

m. Façade Modulation

n. Façade Orientation

o. Signs - Building and Wall

p. Lighting

q. Fencing

r. Mechanical Equipment Screening

i. Maintenance

The Green Oaks Tech Center at Holly Springs will be managed in accordance with the highest standards and with best practices, similar to the other Class A business parks and campuses. A Property Owner's Association (POA) will be established and will require architectural review and require ongoing maintenance of all facilities, including trash removal, snow removal, maintenance of landscaping and structures. The POA will ensure all buildings are maintained or repainted as needed, including painted concrete shall be maintained to a high quality standard to prohibit color fading, peeling, or chipping.

COMMERCIAL DISTRICT

The Commerical District is envisioned as an area designated for business and employment inspiration, growth, innovation, curiosity and passion. The proposed commercial core of Green Oaks Tech Center will offer options for life science and other companies to grow and evolve. Along the western frontage of Holly Spring New Hill Road, the Commercial District will also be in close proximity to Highway 55, US Route 1, the future NC 540 and Veridia Parkway. This area will be well positioned to support the Holly Springs commercial growth.

The Commerical District will follow the standards specified for the Innovation District except for the provisions identified below.

1. Permitted Uses: Refer to permitted uses table within this document.
2. No internal setback, landscape yards or bufferyards are required.
3. Building materials: Refer to Innovation District's architectural requirements, Section 1.A, for a list of acceptable building materials throughout the Commercial District minus the Painted Concrete and Accent Color option.

	REQUIRED DIMENSION
MINIMUM LOT WIDTH	50'
BUILDINGS FRONT SETBACKS:	
HOLLY SPRINGS NEW HILL ROAD	20' min.
GREEN OAKS PARKWAY	20' min.
THOMAS MILL ROAD	10' min.
COLLECTOR STREET	10' min.
LOCAL STREET	10' min.
BUILDING HEIGHT	20' min; 100' max*
PROJECT PERIMETER BUFFERS	
HOLLY SPRINGS NEW HILL ROAD	20'
GREEN OAKS PARKWAY	20'
THOMAS MILL ROAD	10'
ADJACENT TO RESIDENTIAL (EAST)	15'

* Within 50' of residentially zoned property, maximum building height shall be 35'. The Town Manager or designee may approve an increase of the 35' building height within this zone up to 25%

Note: Setbacks to be measured from ultimate right-of-way.

SOUTHERN EDGE DISTRICT

Like its name, the Southern Edge District is located on the southern side of Green Oaks Tech Center with frontage along Thomas Mill Road. It will be primarily composed of industrial and flex buildings that will serve as transition from Holly Springs Business Park to the Green Oaks Tech Center. The uses and development will be cohesive to the uses and design of Green Oaks Tech Center and will compliment the other uses. This transition area will contain single and potentially two story buildings with surface parking surrounding the buildings. Connectivity to sidewalks and the greenway system will be included. Consistent character of the Green Oaks Tech Center will be added throughout.

The Southern Edge District will follow the standards specified in Section 4.02 RT Research and Technology District of the UDO except for the provisions identified below.

1. Permitted Uses: Refer to permitted uses table within this document.
2. No internal setback, landscape yards or bufferyards are required.
3. Off street loading is permitted along the primary building frontage.
4. Parking bays are permitted to be located between building frontage and street right-of-way.
5. Building materials: Refer to Innovation District's architectural requirements, Section 1.A, for a list of acceptable building materials throughout the Southern Edge District.

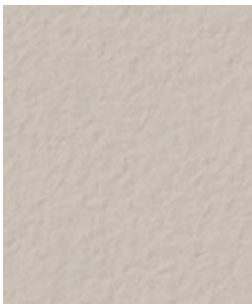
	REQUIRED DIMENSION
MINIMUM LOT WIDTH	50'
BUILDINGS FRONT SETBACKS:	
HOLLY SPRINGS NEW HILL ROAD	20' min.
GREEN OAKS PARKWAY	20' min.
THOMAS MILL ROAD	10' min.
COLLECTOR STREET	10' min.
LOCAL STREET	10' min.
BUILDING HEIGHT	20' min; 50' max*
PROJECT PERIMETER BUFFERS	
HOLLY SPRINGS NEW HILL ROAD	20'
GREEN OAKS PARKWAY	20'
THOMAS MILL ROAD	10'
ADJACENT TO RESIDENTIAL (EAST)	15'

* Within 50' of residentially zoned property, maximum building height shall be 35'. The Town Manager or designee may approve an increase of the 35' building height within this zone up to 25%

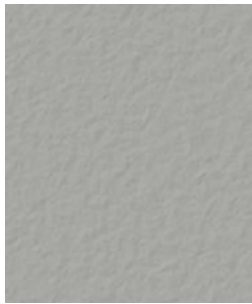
Note: Setbacks to be measured from ultimate right-of-way.

CONCRETE

PAINT COLORS



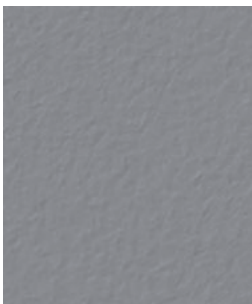
OUTBACK



SILVERSMOKE



LIGHT GRAY



DARK GRAY

TEXTURES



EXPOSED
AGGREGATE



STAMPED/
PATTERNED

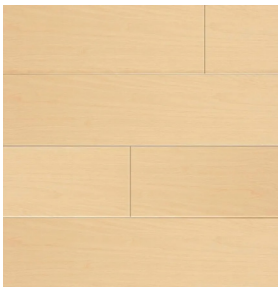


FORMLINER

NOTE: MATERIALS DISPLAYED IN EXHIBIT MAY NOT MATCH EXACTLY THE FINAL PRODUCT DUE TO THE NATURE OF THE MATERIALS SELECTED.

ACCENT MATERIALS

WOOD



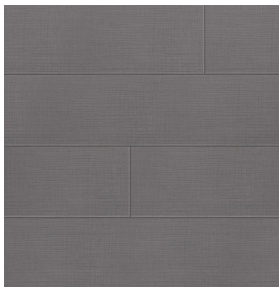
NATURAL MAPLE



RUSTIC PINE



MAHOGANY



CHARCOAL GRAY

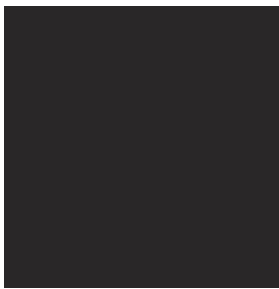
METAL PANEL



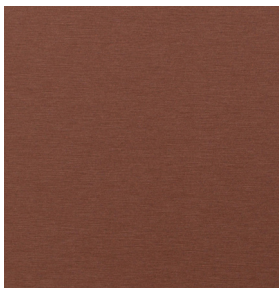
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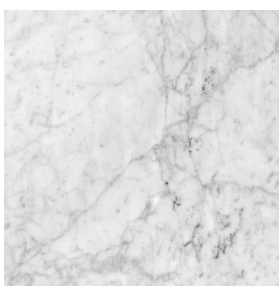
STONE



SLATE



LIMESTONE



MARBLE



GRANITE



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 14.

Public Hearings

Title: Voluntary Annexation A23-09 12037 Holly Springs New Hill Rd. - Legislative Public Hearing

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Aaron Prichard, Development Services

Action(s):

1. Conduct Legislative Public Hearing.
2. Adopt Annexation Ordinance A23-09.

Explanation:

- The Town has received a petition for voluntary annexation of 1.486 +/- acres located along Holly Springs New Hill Rd.
- The owner of the parcel is Toll Southeast LP Company Inc.
- The parcel is required to be annexed per the approved Development Agreement with the developer of Regency.
- The parcel will be incorporated into the Regency subdivision as open space and road widening will occur along the project frontage, along with installation of a sidewalk extension along Holly Springs New Hill Rd.
- The annexation will fill an existing doughnut hole, a geographical area that remains unincorporated within a municipality despite being surrounded by land that has been annexed or incorporated into that municipality.
- Annexation is requested prior to development.
- Staff requested feedback from all departments and there were no issues with this annexation.

Background:

- The property is contiguous with town limits.
- The property meets all statutory requirements for annexation.

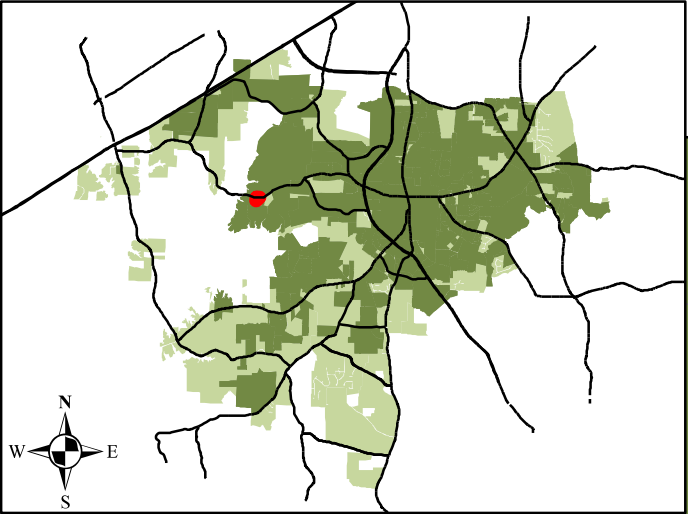
Funding Source(s):

N/A

Attachment(s):

1. A23-09 map
2. 24-02 Resolution of Sufficiency Annexation A23-09
3. A23-09 - 12037 HS New Hill Rd - Ordinance - Draft

A 23-09 | 12037 Holly Springs New Hill Rd. | 1.486 Ac.



- Legend**
-  **Annexation Property Site**
 -  **Town Limits**
 -  **ETJ**



Resolution No. 24-02

Date Adopted: February 20, 2024

Annexation No.: A23-09

**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:

Lying and being in Holly Springs Township, Wake County, North Carolina, and more particularly described as follows:

Beginning at a PK nail set in the centerline of said Holly Springs New Hill Road at the Northeasterly corner of said Regency at Holly Springs Phase 1B, NC Grid Coordinate Northing 693,245.4782, Easting 2,034,466.5047, said point being **North 77° 33' 06" West**, a grid distance of **11,741.94 feet** from Town of Holly Springs Monument "Seagraves 5", N 690,714.3870, E 2,045,932.3964;

Thence **South 86° 04' 10" East**, along the centerline of said Holly Springs New Hill Road, a distance of **322.28 feet** to a pk nail set;

Thence **South 45° 03' 45" West**, leaving said centerline and along the westerly line of said "Trinity Creek Phase 1A" subdivision, passing a $\frac{3}{4}$ " iron pipe found at 72.97, a distance of **427.76 feet** to a 1" iron pipe found;

Thence **North 69° 38' 38" West**, continuing with the westerly line of said "Trinity Creek Phase 1A" subdivision, a distance of **86.19 feet** to a 1" iron pipe found in the Easterly line of said Phase 1B;

Thence **North 11° 54' 51" East**, with the easterly line of said Phase 1B, passing a 1" iron pipe set at 245.09 feet, a distance of **300.73 feet** to the **True Point of Beginning**, and containing 1.486 acres of land, more or less, of which 0.384 acres lies within the right-of-way of said Holly Springs New Hill Road.

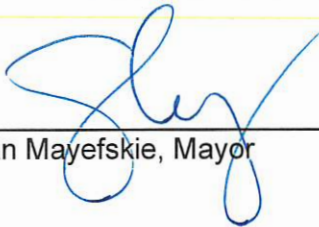
NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Holly Springs, North Carolina, that:

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, March 19, 2024.

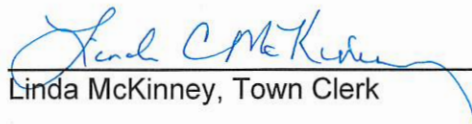
Section 3. Notice of the public hearing shall be published in the Raleigh News & Observer, newspapers having general circulation in the Town of Holly Springs, at least ten (10) days prior to the date of the public hearing.

Adopted this, the 20th day of February, 2024.



Sean Mayefskie, Mayor

ATTEST:



Linda McKinney, Town Clerk





Annexation Ordinance No.: **A23-09**

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 19th day of March 2024.

Being that area of land marked Annexation Area as shown on the map recorded in Book of Maps ____ Page ____ in the Wake County Register of Deeds office and described as follows:

Situated in the State of North Carolina, County of Wake, Township of Holly Springs and being bounded on the North by Holly Springs New Hill Road (S.R. 1152) variable width public right-of-way; bounded on the East and South by that subdivision entitled "Trinity Creek Phase 1A" of record in Plat Book 2017, Pages 1283-1286 and bounded on the West by that subdivision entitled "Regency at Holly Springs Phase 1B" of record in Plat Book 2023, Pages 1984-1991, all of which found in the Register of Deeds Office, Wake County, North Carolina, and being further described as follows:

Beginning at a PK nail set in the centerline of said Holly Springs New Hill Road at the Northeasterly corner of said Regency at Holly Springs Phase 1B, NC Grid Coordinate Northing 693,245.4782, Easting 2,034,466.5047, said point being **North 77° 33' 06" West**, a grid distance of **11,741.94 feet** from Town of Holly Springs Monument "Seagraves 5", N 690,714.3870, E 2,045,932.3964;

Thence **South 86° 04' 10" East**, along the centerline of said Holly Springs New Hill Road, a distance of **322.28 feet** to a pk nail set;

Thence **South 45° 03' 45" West**, leaving said centerline and along the westerly line of said "Trinity Creek Phase 1A" subdivision, passing a ¾" iron pipe found at 72.97, a distance of **427.76 feet** to a 1" iron pipe found;

Thence **North 69° 38' 38" West**, continuing with the westerly line of said "Trinity Creek Phase 1A" subdivision, a distance of **86.19 feet** to a 1" iron pipe found in the Easterly line of said Phase 1B;

Thence **North 11° 54' 51" East**, with the easterly line of said Phase 1B, passing a 1" iron pipe set at 245.09 feet, a distance of **300.73 feet** to the **True Point of Beginning**, and containing 1.486 acres of land, more or less, of which 0.384 acres lies within the right-of-way of said Holly Springs New Hill Road.

Adopted this, the 19th day of March 2024.

ATTEST TO:



Linda C. McKinney, Town Clerk

Sean Mayefskie, Mayor

I, Linda C. McKinney, Town Clerk of the Town of Holly Springs, do hereby certify that the foregoing is a true and accurate copy of an annexation ordinance duly adopted by the Town Council of the Town of Holly Springs, North Carolina, at a meeting held March 19, 2024, 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 19th day of March, 2024.

Linda C. McKinney, Town Clerk





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 15.

New Business

Title: 2035 Wake Transit Plan Update Stakeholder Appointment

Strategic Priority Area: Responsible & Balanced Growth

Staff Resource: Aaron Prichard, Development Services, Chris Hills, Development Services

Action(s):

- Appoint one Town Council member to represent the Town of Holly Springs on the CAMPO 2035 Wake Transit Plan Update Stakeholder Advisory Committee.

Explanation:

- The Capital Area Metropolitan Planning Organization (CAMPO) has requested Holly Springs appoint three (3) stakeholders to the Stakeholder Advisory Committee for the 2035 Wake Transit Plan update.
- CAMPO has specified that one (1) elected official and two (2) other representatives (that may represent the business community, partner non-profit/advocacy organizations or interested citizens involved in transportation/transit planning or policy development) should be appointed to this Committee.
- There are three primary phases of the planning effort in which stakeholders will provide input and direction:
 - Vision, Goals, and Priorities
 - Transit Investment Scenarios
 - Draft Transit Investment Strategy

Background:

- The 2035 Wake Transit Plan will outline transit investments, funded through dedicated taxes and fees for transit in Wake County, between 2026 and 2035.
- A Stakeholder Advisory Committee will be formed to meet several times throughout the process and receive feedback on parts of the Plan as they are developed.
- The planning process is expected to last approximately 18 months, with the Stakeholder Advisory Committee meeting up to six (6) times during the process.
- The first meeting is expected to take place mid to late April.
- Town Administration has decided that the three representatives to the Committee for Holly Springs will be:
 - 1 member of Town Council (decided upon by Town Council at March 19 meeting)
 - 1 member of Planning Board (decided upon by Planning Board at March 26 meeting)
 - 1 member from the business community (the Economic Development Director has

Town Council Business Meeting
March 19, 2024

selected Jon Kegerise, VP of Manufacturing and Site Head for CSL Seqirus)

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 16.

New Business

Title: North Carolina DOT Signal Upgrade and Timing Design Reimbursement Agreement

Strategic Priority Area: Organizational Excellence

Staff Resource: Kendra Parrish, Utilities and Infrastructure, Jeff Wilson, Director, IT

Action(s):

Approve the Transportation Improvement Project Cost Participation Agreement with the North Carolina Department of Transportation in the amount of \$50,000.

Explanation:

- The North Carolina Department of Transportation (NCDOT) has developed a state-wide multi-year plan to upgrade intersection signalization technology, which includes upgrading required hardware and software at each intersection to support next-generation transportation technology.
- The purpose of this technology and innovation is exploring alternative methods to improve traffic and congestion management and monitoring. Because of the number of vehicles on town roadways is outpacing the ability and funding to expand roadways, innovative technologies are critical.
- Over the past few budget years, the town has positioned itself to use technology to enhance transportation efficiencies through:
 - Fiber connectivity
 - Traffic flow cameras and software for analytics collection
 - Partnerships with NCDOT around innovation
- The town's participation with NCDOT in this pilot program for an alternate vehicle detection method along major town corridors and mainly focused on Highway 55 and will accelerate upgrades of signal cabinet technology across town at a much lower investment cost than the Town fully funding the accelerated timeline.
- This project will upgrade town signals, as well as upgrade the main corridors' vehicle detection at signals with out-of-pavement loop detection, which can better detect vehicle movements in the intersections and monitor intersection stacking and wait times.
- The signal system upgrades will also provide connected signals that can be remotely managed, and the data from the detection system and the use of cameras allow for more frequent and timely signal timing updates.
- The overall project consists of two phases, managed by NCDOT:
 1. Design
 2. Construction
- The agreement requested for approval is the town's portion of the design and signals timing plan development. This agreement requests funding from the Town for the plan development for 23 of the 49 signals in town, and is in the amount of \$50,000. These funds are available in the Intelligent Traffic Systems funding allocated to technology improvements for town signals.

- A second agreement and budget amendment will be brought before the Council for the Town's share of the buildout expenses at a future (likely summer) regular Town Council meeting.

Background:

- The Town received grant funding from the State of North Carolina Legislature to build a fiber network to signal cabinets where NCDOT did not already have fiber for the future connectivity of cabinets.
- The town installed congestion and traffic flow monitoring cameras on intersections to start collecting analytics and monitor for congestion issues. Also, access to the cameras is being set up to allow NCDOT to monitor intersection performance to help with timing configurations at intersections.

Funding Source(s):

This agreement will use budgeted funding from the Intelligent Traffic Systems Community Investment Plan Pay-Go funds.

Attachment(s):

1. Holly Springs_HS-2420_51180.1.205D_1000020500-Draft2

AGREEMENT OVERVIEW

NORTH CAROLINA
WAKE COUNTY

DATE: 2/26/24

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

TIP #: HS-2420

AND

WBS ELEMENTS: PE 51180.1.205D

TOWN OF HOLLY SPRINGS

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT (“Project”): This Project consists of upgrading the operation of 49 signals in Holly Springs to operate MaxTime local software and installing enhanced out of pavement detection on 28 of the upgraded signals. The Department shall prepare the planning document, Project plans and specifications. Holly Springs’ participation in this agreement is representative of their contribution to the design costs of upgrading 23 of the 49 signals in this project. An agreement for the construction/installation phase of the Project will be developed at a future date. The Municipality shall reimburse the Department \$50,000. This is intended to be their full and complete participation in the Preliminary Engineering (PE) portion of this project.

ESTIMATED COSTS TO OTHER PARTY (PE): \$50,000

PAYMENT TERMS: Town of Holly Springs will submit payment upon execution of agreement.

MAINTENANCE: *Not applicable at this time*

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the Town of Holly Springs, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement; and,

WHEREAS, the **Parties** will enter into a Supplemental Agreement for to identify responsibilities and cost participation for future phases of the Project; and,

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

A. DEPARTMENT

The **Department** shall be responsible for all phases of project delivery to include planning and design as shown in the **PROJECT DELIVERY** Provision.

B. MUNICIPALITY

The **Municipality** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. PRELIMINARY ENGINEERING

The **Department** will be responsible for entering into any contracts or agreements with professional engineering firms (PEFs) to perform said planning and design.

B. PLANNING, AND DESIGN

- i. All work shall be performed in accordance with the **Department's** policies, procedures, standards, and specifications, and the provisions of this Agreement.
- ii. The **Department** will be responsible for preparing the environmental and/or planning document and obtaining any environmental permits.

IV. COSTS AND FUNDING

A. PROJECT COSTS AND FUNDING

The **Municipality** has agreed to participate in Project costs up to a maximum of \$50,000. The **Department** is responsible for all costs that exceed \$50,000.

B. PAYMENT BY THE MUNICIPALITY

The **Municipality** shall submit payment of \$50,000 to the **Department's** Fiscal Section upon full execution of this Agreement in accordance with the attached "Remittance Guidance".

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. FACSIMILE

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the **Parties** agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

G. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

H. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

I. INDEMNIFICATION

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

J. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

K. DOCUSIGN

The **Department** and the **Municipality** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or the **Municipality**, to execute this Agreement. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the **Department** and the **Municipality** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes **Department's** signature as if

actually signed by the **Department** in writing or the **Municipality's** signature as if actually signed by the **Municipality** in writing. The **Department** and the **Municipality** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Department** and the **Municipality** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

L. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(DOCUSIGN ONLY)

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

TOWN OF HOLLY SPRINGS

FED TAX ID NO: _____ Finance Officer: _____

REMITTANCE ADDRESS: _____ Print Name: _____

_____ Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(INK SIGNATURES ONLY)

ATTEST: _____ Authorized Signer: _____

BY: _____ Print Name: _____

TITLE: _____ Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

TOWN OF HOLLY SPRINGS

FED TAX ID NO: _____ Finance Officer: _____

REMITTANCE ADDRESS: _____ Print Name: _____

_____ Date Signed: _____

DEPARTMENT OF TRANSPORTATION (DocuSign)

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)