



Agenda

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Adjustment and approval of January 21, 2025 meeting agenda

RECOGNITIONS

5. Black History Month Proclamation

REQUESTS AND COMMUNICATIONS

6. Annual Report of the Parks and Recreation Advisory Committee

CONSENT AGENDA

7. December 10, 2024 workshop meeting and December 3 and December 17, 2024 business meeting minutes
8. Resolution for Approval of Issuance of the Series 2025 General Obligation Bonds
9. Development Plan 18-DP-15-A01 Expiration Extension Request for Wegmans
10. Sanford Water Filtration Facility - Granular Activated Carbon (GAC) Loan and Principal Forgiveness Funding Offer
11. Utility Allocation Request for 5070 Kentworth Drive
12. Authorize the Town Manager to Enter into a Lease Agreement with Reindeer Holdings, LLC for office space located at 242 S. Main Street and approve associated budget amendment.
13. Wastewater Dewatering Contract and Budget Amendment

NEW BUSINESS

14. Eagles Landing Park, Site Grading, Utilities, and Roadwork GMP Amendment 01
15. Annual Appointments to Planning Board and Board of Adjustment
16. 2025 Local, State, and Federal Legislative Agenda

PUBLIC COMMENT PERIOD

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: Black History Month Proclamation

Strategic Priority Area: Community Safety

Staff Resource: Mayor Mayefskie

Action(s):

Proclaim February as Black History Month in Holly Springs

Explanation:

- The Town of Holly Springs is working with the Holly Springs Martin Luther King, Jr. (MLK) committee to celebrate Black History Month in Holly Springs.
- There will be movies shown at the cultural center with free snacks and drinks.

Background:

- Black History Month was adopted under President Gerald Ford in 1976.
- The national theme for Black History Month 2025 is African Americans and Labor.
- Holly Springs desires to recognize and celebrate the history and contributions of black residents and leaders to the Town of Holly Springs.

Funding Source(s):

N/A

Attachment(s):

1. Black History Month

Town of Holly Springs



A Proclamation By The Mayor

Black History Month

WHEREAS, the Town of Holly Springs takes pride in recognizing February 2025 as Black History Month, celebrating the many notable contributions that people of African descent have made to our country; and

WHEREAS, we celebrate the diversity of Black people in Holly Springs, North Carolina, and the nation, whether they self-identify as African, African-American, AfroLatino, Afro-Caribbean, or Black; and

WHEREAS, this year's Black History Month theme of "African Americans and Labor" as denominated by the Association for the Study of African American Life and History (ASALH) focuses on the various and profound ways that work of all kinds intersects with the collective experiences of Black people; and

WHEREAS, under the strong leadership of Martin Luther King Jr. the battle for equal rights extended to not only blacks but to other minorities and the working poor; and

WHEREAS, the Civil Rights Movement gave impetus to inclusion of blacks in the political process that ultimately resulted in the election of the first black US President in 2008; and

WHEREAS, February was formally adopted as Black History Month in 1976 by President Gerald Ford;

NOW THEREFORE, I, Sean Mayefskie, Mayor of the Town of Holly Springs, North Carolina, do hereby proclaim February, 2025 as

Black History Month

in the Town of Holly Springs and call upon the people of Holly Springs to observe this month with appropriate programs, activities, and reflections.

Proclaimed this, the 21st day of January, 2025.

IN WITNESS WHEREOF, I have
hereunto set my hand and caused the Seal of
the Town of Holly Springs, North Carolina to
be affixed on this 21st day of January, 2025.

Sean Mayefskie, Mayor



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Requests & Communications

Title: Annual Report of the Parks and Recreation Advisory Committee

Strategic Priority Area: Vibrant Community

Staff Resource: LeeAnn Plumer, Parks & Recreation

Action(s):

Receive the 2024 Annual Report from the Parks and Recreation Advisory Committee as presented by Committee Chair, Susan Smith.

Explanation:

- As outlined in the Town Code of Ordinances, the Parks and Recreation Advisory Committee (PRAC) reports annually to the Town Council on the activities of the group.
- Susan Smith, PRAC Chair, will present the highlights of the Committee from calendar year 2024.
- The attached report outlines PRAC accomplishments and action items.

Background:

The Parks and Recreation Advisory Committee (PRAC) has specific duties and responsibilities (in summary):

- Serves at the pleasure of the town and advises town officials on issues related to parks and recreation, including program and facility needs, policies, finances, land acquisition, and disposal.
- Serves as a liaison between town officials and the citizens, informs the public about the importance of park and recreation programs, assists in developing cooperative arrangements with other organizations, and helps recruit volunteer staff.
- Responsible for maintaining high standards in park development and operation, evaluating programs and facilities, developing plans to meet present and future needs, and recommending rules and procedures for the use of public parks and facilities.
- Present recommendations or reports, including an annual report, to the Town Council.

Funding Source(s):

N/A

Attachment(s):

1. Annual Report 2024 -Final



Town of Holly Springs Parks and Recreation Advisory Committee Calendar Year 2024 Annual Report

Per the Town [Ordinance](#), which establishes the Parks and Recreation Advisory Committee (PRAC), the purpose of the Committee is to provide representation for the citizens of Holly Springs in partnership with the Parks & Recreation Department and Town Council in promoting understanding, appreciation, participation and support in regards to matters related to parks, recreation programs, greenways, facilities, policies, and the long-range plan for parks and recreation.

In February, the Parks and Recreation Advisory Committee established several areas of focus for the calendar year 2024 which included:

- Encourage the community to share concerns and input regarding parks and recreation services to the Committee at both monthly meetings and at town/community events such as July 5th, HollyFest, Farmers Market, the HS Half Marathon, and the Tree Trail.
- Actively participate in the project development process for the identified improvements from the 2023 Parks Bond.
- Hear updates from P&R staff and provide feedback on operational programming and special projects/initiatives.
- Tour other parks and facilities to hear best practices and lessons learned from other projects.
- Continue to represent the PRAC by participating with other town-wide boards, standing committees and special ad-hoc committees.
- Provide recommendations to Town Council on gaps in services and other parks and recreational needs for our growing community

The members of the PRAC are pleased to share the following accomplishments that were performed and achieved during the past year.

- Participated in several town events by staffing information booths to answer general questions and provided information on greenways and project initiatives. Events included Independence Day Celebration (July 5th), Farmers Market Info Day (Sept 27) and HollyFest (Oct 26). Members also volunteered during the Happy Holly Days Parade and sponsored a tree at WinterFest/Tree Trail at Ting Park.
- The PRAC received updates from parks and recreation staff on various topics throughout the year:
 - Adam Huffman – Updates on current and planned projects
 - Kristen Denton – Updates on programs, performances and events
 - Chris Champion -Updates on youth and adult athletics
 - Matt Beard – Updates parks, greenway projects, and Eagles Landing Park
 - Jessica Stygles – Updates on the Farmers Market operations
 - Kevin Miller-Cultural Center updates on performances
 - Nic Ziccardi and Taylor Ford-Updates on events
 - Taylor Jackson-Updates on Bass Lake and Sugg Farm visitor numbers and special projects
- A special meeting was held in January to discuss the public art values, concepts and ideas as presented by Creative Machines; the artist group selected for Eagles Landing Park.
- The Committee held several meetings discussing ideas and consideration for the naming of the new park west of NC-55, now known as Eagles Landing Park.

- Several members of the Committee participated in and heard feedback from the senior adult outreach sessions that occurred to identify program and service gaps for our 55+ residents.
- The Committee heard priorities and investment areas that were presented by staff to the Town Manager for the FY25 budget. The Committee supported the recommendations by staff.
- Alise Caldwell joined the PRAC Committee in July 2024 as the representative for Teen Recreation Advisory Council (TRAC), giving monthly updates on the efforts and happenings of this teen focused group.
- Two new members were appointed to the Committee in July; Daniel Fenton and Candice Page. Jodi Carey was reappointed for a second term. Ms. Page resigned from the Committee in October. Officer elections were held with Susan Smith serving as Chair and Sarah Larson serving as Vice-Chair from September 2024 through August 2025.
- The Committee went on tours of Apex Pleasant Park and Garner's Recreation Center to get ideas for the new Eagles Landing Park and Recreation Center.
- Two members of the public shared public comments during regularly scheduled meetings. The first topic presented included the request to allow Personal Electric Vehicles (PEV) and E-Bikes on greenways. The second topic referenced sidewalk and bike lane concerns throughout the town and the desire to include more pocket parks in neighbors for increased accessibility.
- Several times throughout the year, the PRAC members heard updates on the progress of Eagles Landing Park and Recreation Center.
- PRAC members weighed in on registration changes for youth athletics. Like other programs and camps, youth athletics now have a maximum number of participants per league/age group. This will improve program quality as players will no longer have to share fields or courts and teams are more likely to have a quality volunteer coach experience.
- Staff presented PRAC members with information and concerns about patron safety from speeding bikes on the natural surface trail at Bass Lake. Several park goers reported being startled and nearly "run off the trail" by bikes passing at high rates of speed within the narrow passageway. After a detailed discussion, PRAC supported the staff's recommendation to request a Park Ordinance amendment to prohibit bikes on natural surface trails (at Bass Lake Park and Mims Park) where the width of the path is too narrow for the safe co-existence of both cyclists and pedestrians. If the Park Ordinance is approved by Town Council, this change would include an educational campaign about trail safety and etiquette in 2025.
- Members continue to actively participate with other Town Committees including the Tree Advisory Committee and the Police Community Advisory Group.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Consent Agenda

Title: December 10, 2024 workshop meeting and December 3 and December 17, 2024 business meeting minutes

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Approve the minutes of the December 10, 2024 workshop meeting and December 3 and December 17, 2024 business meetings.

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. 12.3.24 minutes - DRAFT
2. 12.10.24 workshop minutes - DRAFT
3. 12.17.24 minutes - DRAFT



MINUTES

The Holly Springs Town Council met in regular session on Tuesday, December 3, 2024. Mayor Mayefskie presided, calling the meeting to order at 7 p.m. A quorum was established as the Mayor and four Council members were present in the Chamber as the meeting opened.

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

Council Members absent: Mayor Pro Tem Dan Berry.

Staff Members Present in Chambers: Randy Harrington, *Town Manager*; Scott Chase and Daniel Weeks, *Assistant Town Managers*; John Schifano, *Town Attorney*; Linda McKinney, *Town Clerk* (recording the minutes); Kameron Womack, *IT*; Corey Petersohn, *Budget and Sustainability*; Cassie Hack, *Director, Communications and Marketing*; Elizabeth Goodson, and Sean Ryan, *Development Services*; Kendra Parrish, Executive Director of Utilities & Infrastructure; LeeAnn Plumer, *Director, Parks and Recreation*; Irena Krstanovic, *Director, Economic Development*; Anna Murphy, *Economic Development*; Tina Stroupe, *Finance Director*; Jay Osborne, *Assistant Town Attorney*; LeRoy Smith, *Fire Chief*; Kathy White, *Deputy Clerk*.

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

4. Agenda Adjustment: The December 3, 2024, meeting agenda was adopted with changes, if any, as listed: none.

Motion: Forrest

Second: Hewetson

Vote: Unanimous

REQUESTS AND COMMUNICATIONS

5. Annual Comprehensive Financial Report for Fiscal Year Ending June 30, 2024

Tina Stroupe, Finance Director, said the purpose of this item was to receive the audit results from April Adams of Cherry Bekaert for the fiscal year ending June 30, 2024, and review financial highlights for the fiscal year ending June 30, 2024.

Ms. Adams introduced the client service team and said they issued four unmodified opinions/reports as of October 31, 2024: Financial Statements Opinion; Yellow Book Report; Federal Compliance Opinion; and State Compliance Opinion. She said the single audit results showed that Federal and State Major Programs are in compliance with Grant Agreements. She discussed the definitions of Material Weakness and Significant Deficiency and said that they noted no deficiencies that they believe to be material weaknesses. There were no noted corrected or uncorrected misstatements. She said that there were no inappropriate accounting policies or practices; no inappropriate Related Party Relationships and Transactions; no significant unusual transactions; and estimates were reasonable in relation to the financial statements taken as a whole. The financial statement disclosures are neutral, consistent, and clear.

Ms. Adams went through the other required communications with Council and stated that there were no concerns with any of them. She said some upcoming financial reporting changes will

apply in future years and said they would be happy to discuss these with the Town or to assist in implementation efforts.

Council member Drees asked if the reporting changes were due to the requirements or the size of the town. Ms. Adams said it depended on the circumstances, but most of the time they are things that exist in most governments.

Ms. Stroupe highlighted the Town's debt position, debt service expenditure ratio, and debt to assessed valuation ratio. She said that FY24 Ad Valorem Tax Collections totaled \$34 million, an increase of \$2.7 million over the prior year, with a 99.8% collection rate. Sale tax revenues were up \$781,000 over FY23, for a total of \$14.4 million. She said unassigned fund balance increased to 38% (a total of \$22.5 million) which was an increase of \$12.2 million over FY23. She said that Town Policy has a target of 20-25% in fund balance. This increase equals \$8 million to \$10.9 million over policy.

CONSENT AGENDA

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

6. Calendar Year 2025 Town Council Meeting Schedule – Council approved the meeting schedule for calendar year 2025.

7. Monthly Budget Amendments – Council adopted capital project ordinances 24-40 Waste Water Capital Projects, and 24-41 Street and Sidewalk Capital Projects
Copies of ordinances 24-40 and 24-41 are attached to these minutes.

8. Cityworks Implementation Services Agreement and Budget Amendment – Council approved the agreement between the Town and Timmons Group to complete Cityworks phased implementation in the amount of \$289,070,00 and the budget amendment to allocate funding for this agreement. And Council adopted Ordinance 24-42 Utility Fund PAYGO Capital Project Ordinance.

Copies of the budget amendment and Ordinance 24-42 are attached to these minutes.

9. Session Law 2023-134 Appropriations Act Directed Project – Water Conveyance System – Council adopted Resolution 24-32 accepting the funding offer for \$15,169,000 from the Drinking Water/Wastewater State Reserve as established in Session Law 2023-134, approved the NC Department of Environmental Quality Division of Water Infrastructure Funding Offer and Acceptance, and adopted Ordinance 24-39 to establish the Holly Springs – Fuquay-Varina Waterline and Storage Facilities project.

Copies of Resolution 24-32 and Ordinance 24-39 are attached to these minutes.

10. Project Management Initiative Contract Phase II – Council awarded and authorized the Town Manager to sign and execute the professional services Phase II contract for developing a framework for a project management system to Freese & Nichols in the amount of \$99,310 (with no additional project contingency.)

PUBLIC HEARING

11. Downtown Investment Grant Application – 109 E. Center St.

Anna Murphy, Economic Development, said this item was to present an application for a Downtown Investment Grant (DIG) from Explora Discovery School. She said the property is located at 109 E. Center Street in the downtown area and showed its location on a map. She said the application was received prior to Council's adoption of the new DIG policy and so was being considered under the old policy. She outlined what the policy covered. The project is located at 109 E. Center St. The property is a historic structure, but the owner is not applying for Historic

Landmark status, but will preserve the historic façade of the building. The proposed use, a preschool, meets the target industry of Entrepreneurship. The project is a renovation of an existing structure which makes it eligible for reimbursement of development fees or 50% of public infrastructure costs or \$25,000, whichever is less. The committee met and considered that an estimate of 11 new jobs will be created, and a significant investment will be provided. The Committee recommends reducing the cost of the fee-in-lieu for the burying of power lines by \$25,000.

Council member Hewetson asked about the inclusion of “entrepreneurship” in the policy. Ms. Murphy explained that that was included in the old policy under which this application is being considered.

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

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

Action: Motion to enter into a Downtown Investment Grant Agreement with Explora Discovery School for the property located at 109 E. Center St. in Holly Springs for a \$25,000 reduction in the fee-in-lieu required for burying of power lines.

Motion by: Forrest

Second by: Deshazor

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: five comments in support of Pine Springs Academy’s upper school;

The following public comments were received in person:

AsheLee Bonham Gahagan said she was the founder of Ashe School of Music. She said that 9 people met as a steering committee to launch an Arts Council. She outlined the mission of the proposed Council. She outlined the membership of the steering committee and the next steps that they were planning to take. She said they want to have a half-day meeting with a facilitator to plan for the future. She asked for the Town to donate meeting space and funds to pay the facilitator.

Martin Abruscato, 105 Arbor Creek Ct., said he was here for information. He has been involved with baseball for many years. Last spring he was signed up to umpire several games and was told that Holly Springs High School would not let them play there. There was a complaint from a neighbor who had lived there since after the high school was built, because of foul balls. Baseball starts up again in the spring. He looked up a joint use agreement between the Town and Wake County Public School System (WCPSS). He wants to know how that is happening without WCPSS having input. We are a big baseball town, and he thinks it is a lost opportunity to the town to not be able to use the field. He asked what he needed to do as a citizen to get that removed.

OTHER BUSINESS

Council member Hewetson asked if Council could talk about a venue for the arts council meeting. Council member Drees asked if it could happen at the workshop in December. Council member Forrest said he would like to add a discussion of what can we do to support an arts council. Randy Harrington, Town manager, asked if the key question was around the facility, and the 2nd part was learning more about the group. And was now the time, or wait until after they have done some work to come back to you? Council member Forrest said his point is what are we allowed to do legally and morally. Secondly could the newly formed Arts Council provide a

presentation. He said now is the right time while they are forming. Council member Hewetson said if they are in the process of working with a consultant, to truly understand their direction, finding the touch point of where the two bodies meet is important. Mr. Harrington said they have a full workshop in December, but we can carve out time for them to give a brief conversation.

Council member Forrest said the DIG was well presented. He outlined why it was a good project. In addition, when it comes to the baseball conversation, he said he would like to hear the backstory from Parks & Recreation to find out what happened. Mr. Harrington said there would be a report in Friday's briefing. But one of the things we did do, in general, was to shift where groups are playing. We have the youth at the High School because they are less likely to hit powerful foul balls. But staff will give Council more context. Council member Deshazor said baseball is huge in this town, hotels sell out, it brings lots of people and money into the town.

Council member Forrest asked when they would get an update on Holly Springs Rd West. Mr. Harrington said there will be a full discussion at the retreat, but if there is something specific Council would like to know we can put that in a briefing. Council member Forrest asked about Holly Springs Road East. Mr. Harrington said that winter of 2025 is the expected timeframe.

Council member Drees echoed the enthusiasm behind the Arts Council. She reminded people of the Winterfest Sensory Hour. Also the Holly Springs Police Cadets are conducting their toy drive through Dec. 17th.

Mayor Mayefskie said there is a lot coming up. Thursday he and Mr. Harrington are going to the Metro Mayors Meeting. Saturday is Light the Springs – menorah and tree. Before the next council meeting is the Happy Holly Days parade on December 14th. Kris Kringle is riding around the neighborhoods on a fire truck. Check out the website and social media to stay up to date.

MANAGER'S REPORT

Randy Harrington, Town Manager, said December 11th from 4-7 at Cultural Center, was Santa Cares, the sensory event we have been doing for the last 4 years, a calm environment for kids to interact with Santa. Dec. 13th and 14th Winterfest by the Chamber.

He said he will be reaching out to the legislative action committee to work on your priorities for next year. This will be discussed at the January workshop and adopted at the January meeting.

He introduced Sean Ryan to give the preview of upcoming land use cases.

12. Preview of Upcoming Development Services Land Use Cases

Sean Ryan, Development Services, said he was here to present the quarterly update to Council on upcoming land use cases. He discussed the following new applications:

- 5260 Sunset Lake Road – conditional zoning district
- 3020 Avent Ferry Road - conditional zoning district

Mr. Ryan then gave updates on the following projects:

- 420 Green Oaks Parkway (Holly Springs Business Park PUD) – upcoming public hearing
- 1100 Piney Grove Wilbon Road
- Wade Nash North
- Sunset Lake Commons Apartments
- Graham Wood Property
- Evans Property
- 4500 Old Holly Springs Apex
- 600 Grigsby Avenue

Mr. Ryan then gave an update on the state's 2026-2035 State Transportation Improvement Program (STIP) projects in Holly Springs. He said the Wake Transit Plan is in the review process, but one highlight is that it is shifting away from commuter rail for more and better bus service across the region and Phase 2 of public engagement is December 2nd through January 31st. Next steps for

Microtransit include staff presenting program considerations for Council's consideration at the retreat in February.

Mr. Harrington said he had one other update. Council has been focused on supporting small businesses in the downtown. Or Economic Development department has been promoting "Shop the Springs" from Dec 7-14 to bring people downtown and into local businesses.

CLOSED SESSION: The Council entered into closed session, pursuant to N.C.G.S. 143-318.11(a)(4) to discuss an economic development incentive.

Motion by: Deshazor

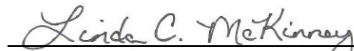
Second by: Forrest

Vote: Unanimous

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

Adjournment: Council member Forrest made a motion to adjourn at 8:41 pm. It was seconded by Council member Deshazor and passed with a unanimous vote.

Respectfully Submitted on Tuesday, January 21, 2025.



Linda C. McKinney, Town Clerk

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



MINUTES

The Holly Springs Town Council met in a workshop session on Tuesday, December 10, 2024 at the Law Enforcement Center and via livestreaming. Mayor Mayefskie presided, calling the meeting to order at 6:00 p.m. A quorum was established as the Mayor and four Council members were present in the room as the meeting opened.

Council Members Present in the room: Mayor Sean Mayefskie, Council members Tim Forrest, Danielle Hewetson, Annie Drees, and Chris Deshazor.

Council Members present electronically: Mayor Pro Tem Dan Berry

Council Members Absent: none.

Staff Members Present in the room: Randy Harrington, Town Manager; Linda McKinney, Town Clerk (recording the minutes); Daniel Weeks, Assistant Town Manager; Scott Chase, Assistant Town Manager; John Schifano, Town Attorney; Jeff Wilson, Director, IT; Mathew Mutter and Jesse Dixon, IT; MaryBeth Spoehr, Office of Budget and Strategic Planning; Tina Stroupe, Director, Finance; LeeAnn Plumer, Director, Parks and Recreation; Cassie Hack, Director, Communications and Marketing; Chris Hills, Director, Development Services; Tyler Garner and Anna Murphy, Economic Development; Paige Scott, Director, Public Works; Chris Hills, Director, Development Services.

Mayor Mayefskie called the meeting to order at 6:00 p.m.

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

2. Retreat Preparation

Randy Harrington, Town Manager, said that this item was to get direction from Council on the topics they want to address at their retreat in February. He directed them to the list of potential topics and said that they could not all be handled at the retreat, but these were areas that Council had expressed a desire to discuss further, or areas related to Council's strategic plan. He walked through the list of possible topics.

Council member Deshazor said he would like to talk about affordable housing and the UDO. He thinks it is a way to tackle something that will cost the Town time and energy, but not other resources. He likes the idea of using a facilitator and he likes the idea of sitting with staff, but he wants to rotate which staff they sit with. He wants Jeopardy.

Council member Hewetson said she also wants Jeopardy. She is open to a facilitator this year. She likes the idea of co-mingling with the staff.

Mr. Harrington said that last year having fewer topics helped. He said he would keep that in mind as they continued to set the agenda.

MPT Berry said he is good on the majority of the topics. He said he likes the intro topics. He said he was not interested in discussing the landfill consortium. He would like to add a discussion on how we come up with Strategic Priorities. What are we trying to solve and how do we line up the resources to accomplish it. And he wants to defend his Jeopardy title.

Council member Forrest said he likes the topics, but he doesn't see an update of the Strategic Plan and asked if that would be included. Mr. Harrington said that discussions at the

retreat could guide updating the plan, but he didn't have that as a specific call out. But discussions could shape the plan, and it could be updated after the retreat discussions. Council member Forrest said he liked the idea MPT Berry brought up about strategic planning, because we need to discuss how to take care of our growing population after hearing the 10-year outlook and the debt affordability pieces. He likes future park land targeting. He also likes the workforce housing piece because it's in the water allocation ordinance, but we need to do more. We need to shore that up. He said he was in favor of using a facilitator from the School of Government. He likes the idea of mixing Council with Staff. He liked the charette consultant coming back.

Mr. Harrington said that on the Downtown area plan, we plan to come back at the January workshop for a check-in.

Council member Drees said that micro transit is an important topic to her. She is interested in having a conversation about the South Wake Landfill Consortium and solid waste management in Holly Springs. The leaf trucks are so well done, she wonders if we could take on some goals on trash and recycling. She is in favor of a School of Government facilitator. She recommended a more collaborative game than Jeopardy. She also wants to discuss affordable housing and putting it in the UDO.

Mayor Mayefskie said he is good with all the Intro topics. As far as micro-transit, he doesn't know there's much to talk about. He thinks the Social District and landfill issues could be done at a workshop, not the retreat. He is in favor of discussing the downtown plan. For Affordable Housing he wants to get the current project up and running, but he doesn't think it needs to be a topic on the retreat. He is ok with discussing Strategic Priorities.

Mr. Harrington said heard three people say something about Affordable Housing and the UDO. Is that correct? Council member Forrest said he is only prepared to define it better for developers. It was never fully worked out. Council member Deshazor said he wants to look long-term. He wants certain percentages of housing to be affordable. We need to think about elderly housing too, but let's start with affordable. What developers can and can't do and what we can do to incentivize it. What will we look like 10 or 15 years from now. Council member Drees said she thinks there is opportunity here. We've seen how long the project across from Ting is taking. We should look at what the UDO could offer, because we know how long things take and we need to move forward. Mr. Harrington said he is hearing that they want to talk about the definitions in the UDO and what we can and can't do. Council member Forrest said he wants to hear from legal about that.

Mr. Harrington said he would take what he heard and work on crafting an agenda and bring it back for discussion. Council member Hewetson said she would like to consider what we're going to do about the Annex building as part of the downtown area plan. It is one of her priorities to see what we can do about the downtown area plan to get that going.

Mr. Harrington tested expectation about micro-transit. Is the retreat the right place to talk about it, or do they want to talk about it? Council member Deshazor said it's the right place and he wants to have that discussion. We could be the leader and Apex and Fuquay-Varina could follow us. Mayor Mayefskie said 10-year projections could take half a day by itself. Once we get that, we need to talk about what we are going to do next. Downtown, Ting, these are all parts of the 10-year plan and what we should be talking about.

MPT Berry said he struggles with a micro transit; it is not at the top of the list for him. He doesn't think it is going to solve a driving need. Affordable housing, we have talked about at two retreats, and we came up with a list of topics on what developers could do. He said he is not sure what we would gain from having it on the agenda again without overarching strategic discussion that we can align on as a group.

Council member Forrest said we already got a briefing on micro transit. Mr. Harrington said that presentation was the 50,000-foot view. This would be more detail about what could be done, what Council would want, and how that would be structured. Council has had conversations about this in the past and indicated that they wanted to learn more, but is this what Council wants to discuss at the retreat? Council member Forrest asked about the study.

Mr. Harrington said it would be finished about a week before the retreat. Mayor Mayefskie said he would like to have it at a workshop. Council member Forrest asked about putting it at the end of the retreat. If we don't get to it, then it could be at the next workshop. Council member Drees said looking at the ten-year projection of expenses, micro-transit is a piece of that puzzle. If we have some kind of update in time for the retreat it would be valuable.

Consensus was in favor of using a facilitator.

Council member Forrest said he thinks we need to get into the South Wake Landfill Consortium, but maybe not at the retreat, maybe a workshop. Mr. Harrington said the solid waste world works on a 10- to 15-year timeframe. If we're not at the table, our voice won't be heard. This could be a workshop topic.

Mr. Harrington said from this feedback he would try to shape an agenda and bring it back to the January workshop.

3. Social District

Tyler Garner, Economic Development, said this item was to receive feedback from Council on the possibility of forming a Social District in downtown Holly Springs. He outlined how the statute defines a Social District and gave examples of other municipalities that had enacted them. He outlined the potential area of downtown that could be considered for a social district.

Mr. Garner said that should Council want to pursue this it would involve an amendment to the Code of Ordinances to allow the consumption of alcoholic beverages in outdoor areas within the district and within participating businesses. They would need to create a defined boundary, and hours for consumption. This is typically done by ordinance. Other considerations are creating a maintenance plan to ensure safety, cleanliness, and compliance with state laws. He outlined some of the limitations that could be imposed to address these issues.

Mr. Garner said that there are different ways for businesses to participate, and that no business would be compelled to participate. Those with ABC permits may choose to sell beverages, non-ABC permitted businesses can welcome beverages into their establishments that were purchased elsewhere, or businesses may choose to have a "not permitted here" sticker. Any business with no sticker would be presumed to not allow beverages in their establishment.

Mr. Garner said that businesses were surveyed on their openness to a social district. Staff received about 20 responses, mostly positive, but some negative. He said the areas of support included economic benefits, foot traffic, business exposure, downtown vibrancy, connectedness and walkability. Areas of concern included litter, irresponsible behavior, safety and security, noise and vehicle traffic. He said the majority of businesses who filled out the survey did not sell alcohol themselves but were in support of a social district.

Mr. Garner outlined the potential responsibilities of the Town and of participating businesses should Council decide to go forward. Council member Forrest asked about legal concerns. Mr. Schifano said there were no concerns with liability of the Town, but we need input from the police department on regulating and what level of staff time required to shoulder this new situation of people walking down Main St. consuming alcohol. It's too early to tell what the legal liabilities would be, as it has only been 3 or 4 years that they are legal. But you should get input from the police department on how you want to limit time and geography.

Mr. Garner outlined potential areas of cost and shared cost estimates from two neighboring municipalities. Depending on the scope of our district, we could fall within this estimate. He asked Council for feedback on whether staff should move forward to present a recommendation at the Retreat, and any other specific guidance, questions, or follow-up desired by Council.

Council discussed the availability of ride-shares, and what safety efforts would look like. They discussed coordinating this with the downtown area plan and possible partnering with the Chamber of Commerce. There was discussion about how to decide where the boundaries should be and using an established social event to launch the district.

4. Town Hall Annex Building Overview

Randy Harrington, Town Manager introduced the topic of the Annex by saying the most important thing is the safety of our staff. He said that has been first and foremost as we work through this problem.

Paige Scott, Director, Public Works, said this item was to provide Council with an update on the Town Hall Annex and receive feedback on next steps for displaced staff and the building. She said Andrew Smith, Joseph Conigliaro and Daniel Pope were also present to answer questions. Ms. Scott gave a brief history of the building. She said maintenance over the years was left up to the tenants and was mostly reactive in nature. She said that as the Annex it was occupied by 20 to 25 employees in Information Technology and Parks & Recreation, provided two conference rooms, storage for IT and Farmers Market, and the town-wide Mother's Room.

Ms. Scott said that Tropical Storm Debbie dropped 3.45 inches of rain and Hurricane Helene an additional 6.5 inches. This caused water intrusions in the building which were reported on August 6th, September 16th, and September 26th. She outlined the assessments which occurred after these events, with the discovery of black mold, the discovery of the need for roof repairs, and the roofer requiring a structural assessment.

Ms. Scott outlined the scope of the assessment which was done on October 31st.

Tommy Faulkner of Faulkner, EDC outlined the conditions that were found on the roof and with loadbearing walls. He said the 2x4s are spaced at 4 to 5 feet apart, instead of the recommended 18 to 24 inches. He said the building is built of multiple layers of brick with no airspace between them to allow it to dry out. He outlined the condition of the bricks, only two samples of which out of 12 met standards for compressive strength. He said the roof supports show as much as 25 degrees of rotation and exterior walls are out of plum as much as 2" in 10 feet (standard is 1/4"). The walls do not have reinforcing elements in them as current buildings do. He said that the building is not safe to be occupied until remedial repairs have occurred to the roof system, roof framing, and exterior walls. He outlined other concerns found in his report. He said that staff estimates the best-case scenario would be 1 to 2 years before the building is occupiable again. When these repairs are done, the building would be required to be brought up to code.

Ms. Scott said there are three options to consider: lesser renovation, greater renovation, or building replacement. She said that to determine whether or not the building can be partially repaired or must be wholly repaired, an engineer or design professional must evaluate "substantial structural damage" as defined in the 2018 NC Existing Building Code. If the building is considered non-compliant and has substantial structural damage, the Town is required to rehabilitate the entire building to meet the gravity and lateral resistant loads imposed by the current 2018 NC Building Code.

Ms. Scott said that recommended next steps include conducting an analysis based on assessment findings to determine a likely cost associated with renovation, repair, and bringing the building up to code. At a future workshop, staff would present the cost analysis plus other options if renovation is not a viable solution in comparison to the building's value and other factors. She said the Annex is currently insured at a value of \$1 million.

Ms. Scott said that the closure of the Annex has impacted over 50 employees across four departments. She outlined where staff has been relocated to and said that space

challenges will continue until the Operations Campus is completed. Morale and mission impacts will be felt if immediate action is not taken to find space for these employees. This impact will last for approximately one to two years until the Operations Campus comes online.

Ms. Scott presented five short-term staff relocation considerations, comparing the price per square foot, the term of the possible lease, and the amount of renovation needed to make each option usable:

1. Town Hall Commons
2. Village Office Condos
3. Village Gate
4. Warehouse near Public Works
5. Modular Unit on Holly Springs New Hill

Ms. Scott said that staff recommends authorizing staff to analyze and negotiate a temporary office space rental option for the displaced employees short-term. Long-term is to determine a plan for rehab, replacement, or removal of the current Town Hall Annex building.

Mayor Mayefskie asked if the Town's insurance would pay for any of this. John Schifano, Town Attorney, said it would not for the situation we are in with a rotting building. We can't make a claim for an old building – it needs to be a catastrophic loss for insurance to pay out. Mayor Mayefskie asked how we would fund a move into the Town Hall Commons, which seems like the best option of the five. Mr. Harrington said we have looked at funding and have a couple of options. First, there is a reserve for emergencies that would cover the remainder of this year and then we would budget for it for future years. Second, if any revenues are higher than we expected we could use those funds. There might be a scenario of getting out of the Village Office Condos lease early and move those people to the new location and use those funds to assist it. Mayor Mayefskie said if we can fund it, moving them into Town Hall Commons is a no-brainer. Ms. Scott said they have another party interested and if we are interested we need to submit a letter of intent. Mr. Harrington said we are looking for authority to negotiate, not necessarily to pick a place. We are trying to find a balance and get your "blessing" to try to land one that most closely fits. Mayor Mayefskie asked which Ms. Scott thinks fits the need. Council member Forrest said they are currently leaving a horrible location. What is the best place to move them that fits the need. Ms. Scott said she recommends pursuing Town Hall Commons and beginning to negotiate with them. If we value our employees, that would be our best option. Council member Deshazor asked about the mother's room. Ms. Scott said we relocated the Mothers Room into the Economic Development suite. Council member Deshazor asked about the equipment from the annex. Ms. Scott said we have removed things and tested them for mold so we are not moving mold into a new location. Council member Deshazor brought up using hybrid work to help with space needs. Mr. Harrington explained the current hybrid work policy and said that people in that building had that option. However, that did not solve the entire problem.

MPT Berry asked how much money had been spent on the assessments so far, how much repairs would cost, and how soon do we need to make a decision. Ms. Scott said the current assessment was about \$14,000. the mold testing was \$1,700. So roughly \$16,000 in assessments. To get the actual cost estimate for repairs, we would have to negotiate with the firm after getting guidance to move forward. Mr. Harrington said if Council wants us to do further evaluation to see what renovation would entail, he has guided staff not to do a large study, but enough to get confidence in the ballpark range we are looking at. It would not be tens of thousands of dollars. MPT Berry said he interested in what the options are and what all of them cost. He asked how quickly Council needed to decide on the rental space. Ms. Scott said staff

would like guidance tonight. Council member Drees said we value our employees and want to show that by providing them proper space to work.

Council member Forrest said for the short-term we need to take care of employees. He is fine with moving forward with negotiations for Town Hall Commons. Council member Hewetson said let's get our employees comfortable as soon as we can. The rest we will view the options when we can. Council member Deshazor said to make sure something happens and keep Council aware of what is going on.

Mr. Harrington said we know which two or three are the top choices, but giving us latitude we will bring back the best option to you, and will bring back the funding piece also. But with your guidance we will move forward. We will come back with the long-term options and that will be a bigger discussion. The Ops Campus coming online could be an opportunity. We are currently shelling out the second floor but finishing that floor could be an option. We will have that discussion with you in the future.

5. Open Discussion

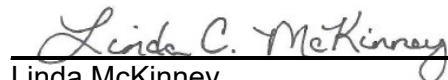
Council discussed having various nonprofits present to Council, and the number of spring festivals that are scheduled for 2025.

6. Closed Session: none.

7. Adjournment:

Motion to adjourn was made by Council member Forrest seconded by Council member Deshazor and passed with a unanimous vote. The December 10, 2024 workshop meeting of the Holly Springs Town Council was adjourned at 7:49 pm.

Respectfully Submitted on Tuesday, January 21, 2025.



Linda McKinney
Town Clerk



MINUTES

The Holly Springs Town Council met in regular session on Tuesday, December 17, 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 Sean Mayefskie, Mayor Pro Tem Dan Berry, Council members Timothy Forrest, Danielle Hewetson, Chris Deshazor, and Annie Drees.

Council Members absent: none.

Staff Members Present in Chambers: Randy Harrington, *Town Manager*; Scott Chase and Daniel Weeks, *Assistant Town Managers*; John Schifano, *Town Attorney*; Linda McKinney, *Town Clerk* (recording the minutes); Kameron Womack, *IT*; Corey Petersohn, *Budget and Sustainability*; Cassie Hack, *Director, Communications and Marketing*; Elizabeth Goodson, and Sean Ryan, *Development Services*; Kendra Parrish, *Executive Director of Utilities & Infrastructure*; LeeAnn Plumer, *Director, Parks and Recreation*; Irena Krstanovic, *Director, Economic Development*; Anna Murphy, *Economic Development*; Tina Stroupe, *Finance Director*; Jay Osborne, *Assistant Town Attorney*; LeRoy Smith, *Fire Chief*; Kathy White, *Deputy Clerk*.

2. and 3. The Pledge of Allegiance was recited followed by an invocation by Mayor Mayefskie.

4. Agenda Adjustment: The December 17, 2024, meeting agenda was adopted with changes, if any, as listed: none.

Motion: Berry

Second: Forrest

Vote: Unanimous

RECOGNITIONS

5. Holly Springs High School Cheerleaders

Mayor Mayefskie recognized Holly Springs High School Cheerleaders and their coaches Robin Rizzo, Varsity Head Coach and Doug Palmer and Dawn Hill, Assistant Coaches for consecutive state championships.

6. Town of Holly Springs Employee Champion Award Recipients

Mayor Mayefskie and Council recognized the Holly Springs Champion Award recipients. Sabrina McDonald, Director of Human Resources, explained the criteria recognized by each award. She said The Core Value award went to Freddie Rodriguez, solid waste. The Customer Service Award was awarded to Annmarie Forbis in Human Resources. The Strategic Team Award went to Communications and Marketing: Cassie Hack, Chris Belk, Kelly Miller, and Tamara Ward.

Randy Harrington, Town Manager said that this year there was also the Town Manager's Choice Awards to recognize 26 members of Public Works for their work on yard waste collection, and the Utilities and Infrastructure Department for their work responding to, managing, and repairing water and sewer leaks in the heat of summer and in the cold of December. Public Works recipients were: Freddie Rodriguez, Melissa Harden, Paige Scott, Justin Reasoner, Nate Riggs, Charlie McDougald, Cory Mangum, Terry Ward, Drew Leach, Eric Dixon, Mostafa Hajji, Kenny

Wolly, Jim White, Gregory Taylor, Darrick Battle, James Rodriguez, Nate Francis, Tevarus Allen, Avery Gilchrist, Thomas Baucom, William Burnett, Karen Riddle, Patrick Vick, Adonnis Harrington, Ryan Haack, and Beau Ring. The members of the Utilities and Infrastructure recipients were: Wayne Wilhelm, Charles Baker, Charles Wilson, Terry Foster, Aaron Harris, Darry Jones, Tim Jones, Billy Garner, Floyd Crump, Rachel Ingham, Robert Adams, Darrius Brower, David Cadman, Raphael Chamberlain, Sara Emig, Theresa Randall, Bobby Jarmon, Deon Johnson, Glen McWhorter, David Parker, Luke Strickland and Jeanne Broniszewski.

CONSENT AGENDA

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

7. November 12, 2024 and November 19, 2024 minutes – Council approved the minutes from the November 12, 2024 workshop meeting and the November 19, 2024 business meeting.

8. Retirement of K-9 Koa and Transfer of Ownership to Handler Officer Siobhan Juarez – Council declared K-9 asset Koa surplus and transferred ownership to Officer Siobhan Juarez.

9. Sole-Source Purchase of One BASIC Equipment Brand Tow Behind Asphalt Roller – Council approved the purchase of an asphalt roller under a sole-source exception in the amount of \$84,500.

10. Wastewater Treatment Plant Design Contract Technical Amendment – Council approved an amendment to the Hazen & Sawyer contract for design of the Utle Creek Reclamation Facility.

PUBLIC HEARING

11. Pine Springs Academy/Holly Springs Business Park Planned Unit Development Major Amendment 01-PUD-03-A04

Grayson Taylor, Development Services, said this item was to consider a request for a major amendment to the Holly Springs Business Park Planned Unit Development (PUD) and to approve or deny the Utility Allocation Request. He said that the item went to Planning Board on November 20th, and was before Council for rezoning of a tract of the PUD. He showed the location of the PUD and specifically Tract E in the business park and said that the tract is currently zoned BRT: Business Research Technology, and designated Business and Industrial in the Land Use and Character Plan.

Mr. Taylor said the Business Park is 249.68 acres and was approved on October 1, 2002. It consists of Office, Light Industrial, Manufacturing, and Mixed-Use Districts. It establishes PUD District Regulations, Covenants, and Restrictions. Current tenants include CSL Seqirus, SECU, and Ferguson Plumbing Supply. The proposed amendment would establish a new Innovation & Institutional District and modify Tract E from Light Industrial to Innovation & Institutional. He outlined the proposed PUD Standards including allowing a School (commercial, trade, business, or K-12) or Research & Development Laboratories and remove the mini-storage warehousing and Warehousing uses. Further proposed standards with any schools in Tract E include maintaining the perimeter buffers, providing queuing and stacking of vehicles onsite, and following the proposed Concept Plan. He showed the Concept Plan and the queuing and stacking provided along the perimeter of the property.

Catherine Jacobs, Development Services, said the site would be served by existing public water and sewer. A sewer study was conducted and concluded that no additional improvements were required to serve this project. She said that staff has concluded that there is sufficient water and sewer capacity for this project.

Ms. Jacobs said the Transportation Management Agreement did not require road widening because it is at the ultimate cross section. She said there were improvements needed. The

Developer was open to working with staff and voluntarily committed to road improvements including extending turn lanes, restricting access points, and gating certain access points during key pick up and drop off periods. She showed the new site access points and the intersections which were studied. She said the queuing would be controlled and the school would close the north entrance with a gate at pickup time to keep the stacking onsite and controlled.

Mr. Taylor said that the project is consistent with the Town's Strategic Plan, which seeks to enhance, attract, and engage diverse economic development opportunities, and support target industries of Life Sciences etc. Staff has noted potential Land Use & Transportation impacts, and the size and scale should be looked at closely by decision makers. [look at staff analysis slide] It meets the intent of the Business Park of providing potential uses that complement existing tenants. The project overall is consistent with the Unified Development Ordinance and the Vision Holly Springs Comprehensive Plan.

Council member Drees asked how keeping the cars onsite during queuing would be enforced. Mr. Grayson said he would let the applicant address how they would enforce that.

Council member Drees said there was talk about intersection analysis being removed from the study when it went from tier 3 to tier 2. Ms. Jacobs said there were a handful of smaller intersections that were removed. Council member Drees asked if there were requested improvements that were not agreed to. Ms. Jacobs said that applicant agreed to all requested improvements.

MPT Berry asked about the right in right out, and where the proposed U-turn would be. Ms. Jacobs said that would need to be addressed by the applicant.

Planning Board representative Joe Cuccurullo said the Planning Board voted to recommend approval with a 6 – 0 vote. There was one recusal and two absences from Planning Board that evening. He said that this aligns with Holly Springs as a life science hub. He offered reasons for their approval, and said they discussed traffic, staggered start times, industrial area safety for students. Planning Board looked at the challenges but felt that the applicant had addressed them well and said that the workforce pipeline was the key to the compatibility with the business park.

Council member Deshazor asked if Planning Board discussed the consistency statement with Future Land Use. Mr. Cuccurullo said there was discussion but no dissent.

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

Bruce Friend, Head of School of Pine Springs, gave a brief history of Pine Springs Academy and outlined their recent accomplishments. He spoke about the need for an Upper School (grades 9 through 12) and the opportunity to partner with local businesses to provide a real world experience. The Upper School would focus on life sciences / biomedicine. Through a partnership with Wake Tech students may graduate with a diploma and a BioWork certificate, and apprenticeship and internship opportunities would be provided with local biotech companies.

Mr. Friend said the new district would be a fit for the Business Park because it would provide a conduit between students and the workforce, providing students with experience and the companies with a skilled workforce.

Andy Petty, engineer for the applicant, said it fits into the Town's Land Use Plan in several ways including building a community attractive to businesses, capitalizing on strategic partnerships, and safeguarding access to quality education. He discussed the concept plan, and said the Upper School would accommodate 1,000 students in grades 9 through 12 with a dedicated student driver parking lot and staggered bell schedule to help with the mixing of student drivers with parent drivers. He addressed MPT Berry's question about the U-turn showing that the right-in, right-out was on purpose, and coming from 12Oaks would take Thomas Mill and make a series of right turns. While this may be the "main" entrance to the school, it would not be the most used entrance, and those coming in during off-peak hours would follow the same traffic patterns. There would be outdoor space for student activities, pedestrian connectivity to Green Oaks Parkway, preservation of natural areas, and environmental impacts would be limited to those already constructed. He described the measures being taken to control traffic in and out of the campus, including a

dedicated right turn only lane into a driveway along Green Oaks Parkway. He explained that their queue space exceeds NCDOT's requirement and that is how they will keep cars on site as much as they can. By restricting the entrances they control the traffic. He said they are committed to a future pedestrian crossing on Green Oaks Parkway. It was a fee-in-lieu instead of implementation because they are still working with staff on the location.

Mr. Petty outlined the steps in the process, if this rezoning is approved, stating that construction would begin in the summer of 2025 with school starting in the fall of 2026.

Paul Stam, attorney for the applicant, said he has identified no legal issues. He thanked staff for working with them to make a great project.

Baxter Walker, 305 Acorn Falls Ct., said he was a Pine Springs parent. He praised the school and asked Council to approve this project.

Ken Jones, 121 Wonderberry Way, said he was speaking in support of the new Pine Springs location. He praised the school and asked Council to approve this project. He said the school would not be because of Pine Springs Academy. He said that there were not enough educational options in Holly Springs.

Rhonda Dillingham, Executive Director of the NC Association of Charter Schools and a resident of Asheboro, said she was pleased that the Planning Board unanimously approved the request. She said she strongly encouraged Council to approve this request. She praised the school, and the potential partnerships.

Craig Lechene, President of Building Technologies with RoviSys, 480 Green Oaks Parkway, said that he believes Pine Springs Preparatory Academy High School would be a great neighbor. He spoke about the internship program his business has and how transformational they are. He said Pine Springs making that available for students to walk to these businesses is a good thing. He asked Council to approve this project.

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

Council member Drees said that the business near Pine Springs elementary has a sign "no PSPA parking." How do you propose to keep student drivers from parking at local businesses? Mr. Friend said that they would educate students and parents on where they are allowed to park and take measures to enforce it. Businesses let him know if there are cars that don't belong there. Students who park where they aren't supposed to park would lose the privilege of driving to school. Council member Drees asked the same question about parking on the side of the road. Mr. Friend said he doesn't think that would happen because students wouldn't want to walk that far, but if it happened they would deal with it. They would work with the town to have no parking signs. Council member Drees asked where parents would park if there is a school event. Mr. Friend said we occasionally have 2 or 3 events where the cars coming exceed the number of spaces, and we deal with that with extra parking on our property. Our relationship with the Holly Springs Police Department helps because they send officers to help us with traffic. He said they won't know exactly where they would park until the site plan is approved but he is confident that they can provide parking.

Council member Drees asked about the location of the eastern entrance. Mr. Petty said if she was referring to the construction entrance, the eastern entrance is roughly in that same location. Council member Drees said it is on a curve, and you are adding that exit lane. If we got in a scenario where cars are stopped in the right-hand lane, she said she is concerned they would be rear ended. She asked how they plan to keep everyone on site and out of that right turn lane. Mr. Petty said they would use the queue lane to keep people on site and keep the line moving. We are exceeding what we are supposed to have due to enrollment. The goal with staggered bells is to get students out before we get parents in. There is almost a mile of queue. We can't control student and parent behavior with engineering, but we are providing a lot of space. Council member Hewetson asked how many cars that length of road would accommodate. Mr. Petty said about 200 cars, depending on how much attention parents are paying. Mr. Friend said the other thing we are doing is a 30-minute drop off window, so they don't all arrive at the same time. Mr. Petty said part of what we are doing is allowing 5 cars to unload at a time, which studies have shown to be most

efficient. Council member Drees asked about the time between the staggered bells. Mr. Friend said we don't have an exact time, and it will probably look different in the first two years than it will after. But we are committed to this as part of our application. Council member Drees said she saw three places where students cross the car line. She asked how they were going to make those crosswalks safer. Mr. Petty said they have all-way stop signs at all those locations and different color brick for the crosswalks. Mr. Friend said staff will be out there as well watching student and parent behavior.

Council member Deshazor asked if the stop signs would slow down the flow. Mr. Petty said they are on the exit side of the loop, rather than the entrance. So it will not slow the flow. Council member Deshazor said in the simulation you showed cars exiting the school and making a U-turn, and asked how far they have to go to make the U-turn since they have to move over two lanes. Mr. Petty said the main goal is that people will not make that U-turn, they will go toward Thomas Mill and go back that way. But people will do what they do, so we are lengthening the turn lane in case that is what they decide to do. Council member Deshazor asked what percentage of students will be in the life science track. Mr. Friend said the plan is the life sciences will be integrated throughout, even if you aren't pursuing the Wake Tech certification. To know exactly how many students will want that BioWork certificate is not predictable. He said he wants them to be the first school you think about if you want that track.

MPT Berry asked how the construction would be funded. Mr. Friend said they will have to secure funding. They will go to the bond market. Their track record with them is good and we are in discussion with them now.

Mayor Mayefskie said that certain locations in the business park would not be the right location, but he thinks Green Oaks Pkwy is the right place. He said we have as a Town chased the life sciences industry, and we would want to provide feeders to the companies we are chasing. He said we should check with the potential neighbors. He called several and they were in support of the project. He said if the neighbors are in support of it, it makes sense for the Town to want to see this project.

MPT Berry said that after reviewing the materials he is generally supportive of the concept. He is concerned with the impacts to traffic on Green Oaks, but the ability to choose a school is a benefit to parents. He said that the Town's partnership with Pine Springs is not without strain. He mentioned that the middle school project required a traffic light, which Pine Springs agreed to pay for. Then they went to the legislature and got \$100,000 of the Town's Powell Bill funds, meant to maintain town owned roads, and took it for Pine Springs. The legislature has said that schools do not have to pay for traffic improvements, which passes the expense on to taxpayers. We strive to work with partners for development projects, but that move added strain to our relationship. He has seen the community support for this for a long time and that has an impact on decisions. He still supports this because he thinks it is good for the town, but he requests that Pine Springs honor the partnership.

Council member Forrest said we would benefit from this high school. The life science focused curriculum supports the Town's goals. He said the amendment is consistent with the Vision Holly Springs plan. He said the proactive mitigation of concerns in the proposed agreement addresses potential problems. The educational benefits feel critical to the region's growth. Finally, he said it was reasonable and in the public interest.

Council member Drees asked that there is recourse for the town if there is an issue with the queuing plan. Mr. Taylor said if there is a safety concern we could cite them for a violation.

Council member Deshazor said that at first he did not feel that the business park was appropriate for a school. We are trying to build our tax base. So he asked what businesses were trying to move into this space. He was told that some were, but it was a difficult spot. He said if we approve this, he asks Pine Springs Preparatory Academy to be a good partner with the Town and to make sure kids are safe.

Action 1: Motion to adopt the Rezoning Ordinance RZ24-09 to adopt the Plan Consistency Statement, Statement of Reasonableness, and approve Planned Unit Development Major Amendment 01-PUD-03-A04 for Holly Springs Business Park.

Motion by: Forrest

Second by: Hewetson

MPT Berry called for a roll call vote.

Vote:

Aye: Drees, Forrest, Berry, Hewetson, Deshazor

Nay: none

Action 2: Motion to approve the Utility Allocation Request for Holly Springs Business Park PUD.

Motion by: Forrest

Second by: Hewetson

Vote:

Aye: Deshazor, Hewetson, Berry, Forrest, Drees

Nay: none

12. Economic Development Agreement with Amgen

Irena Krstanovic, Director of Economic Development, said this item was to approve an Economic Development Agreement with Amgen. She gave some background on Amgen and their work in Holly Springs and showed how the Phase 2 would be built out on the same site as Phase 1. She outlined the key benefits of Phase 2, including an additional 370 jobs with an annual average wage of \$91,527 and an emphasis on hiring local. She outlined the key terms of the Agreement including a minimum investment by the company of \$1 billion, the 370 jobs, a Business Investment Grant of 50% tax reimbursement over 6 years up to a max of \$11,490,490; customized plan review schedule with staff level approval; a single point of contact for all permitting matters; and industrial water/sewer rate classification.

Mayor Mayefskie opened the public hearing and the following input was received: none

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

Action: Motion to approve the Economic Development Agreement between the Town of Holly Springs and Amgen.

Motion by: Hewetson

Second by: Berry

Vote: unanimous

NEW BUSINESS

13. Licensing Agreement for Fields at North main Athletic Complex (aka Ting Park)

LeeAnn Plumer, Director of Parks and Recreation, said this item was for consideration of a new 10-year agreement with Wake Futbol Club (WakeFC) for the use of soccer fields at North Main Athletic Complex. She said the Town has had an agreement with WakeFC since 2015. They are a nonprofit focused on skill and personal development for youth players. She said that WakeFC serves over 2600 families in Holly Springs. She said WakeFC focusses on competitive soccer, while P&R focuses on recreational soccer.

Ms. Plumer outlined the key terms of the agreement, being a reduction in the amount of field time allocated by about 13%; a yearly lease fee with a minimum of 3% annual escalation; a contribution of 10% of the base lease towards capital investment on the fields at Ting; host 4 annual soccer tournaments in Holly Springs for economic impact, and maintain headquarters in Holly Springs; provide clinics for Parks & Recreation leagues; and a 10-year license agreement with annual meetings to ascertain compliance.

Council member Drees asked if the agreement gives Parks & Recreation leagues enough time for practice and games. Ms. Plummer said it does. She said staff requested an early adoption, since the current agreement expires in 2025 in order to get the reduction, and we have been able to allow our leagues more time on this. Council member Drees asked how we know, with growth, that in 10 years this will still work. Ms. Plumer that is why the yearly check-ins are included. With Eagles Landing Park coming on there will be more fields, and there are other restraints on our leagues other than field time, such as the availability of coaches and other staff. Council member Drees asked how this partnership has been when there were issues. Ms. Plumer said they have been a great partner.

Council member Deshazor asked if we looked at or talked to any other partners, or only WakeFC. Ms. Plumer said the current agreement we have with WakeFC allows them the option to renew in order to keep their headquarters in Holly Springs and allow adequate field time. MPT Berry asked if the Town was required to offer a 10-year agreement or can it be a different term. John Schifano said that in 2015 they wanted a 20-year agreement, and we offered them two 10-year licenses. There is a provision in statute that says any interest in property greater than 10 years is considered a divestment in the property, so we are limited to no more than 10 years on a property lease. MPT Berry asked if we could offer a shorter term. Mr. Schifano said Council bargained in 2015 for a 10-year term with a 10-year renewal. MPT Berry said he thinks that there have been a lot of changes over the past 10 years, and he is worried about turf field replacement. He said the percentage dedicated to capital improvements does not equal the 87% usage that they have had. He asked if from a business perspective, this is the best agreement the taxpayers can get. We may miss an opportunity, or inflation may make the 3% escalation not work.

Council member Deshazor said he was thinking about the field replacement also. And that fields paid for by taxes don't get used by all. He wants to be sure we have enough space for the Parks & Rec programs.

Council member Hewetson said that while she doesn't disagree with MPT Berry, we are talking about the 13% time reduction in this contract. This is a much better contract than the previous one. The economic benefit of WakeFC in bringing these tournaments to Holly Springs is massive. This is a solid contract in her eyes. They could discuss a reduced term but outside of that she is in favor.

Mayor Mayefskie asked what percentage of Holly Springs residents play for WakeFC. Ms. Plumer said she does not know a percentage, but 2600 Holly Springs families participate in the WakeFC program. Mayor Mayefskie said to have something of this magnitude in town is important. We agreed to the 10-year term previously. There is a question about where we are getting enough maintenance funds, but they are being flexible enough to allow other tournaments. They are also local business owners.

Council member Forrest said WakeFC is a good partner. Ten years is a long commitment. The community needs a recreational shift but WakeFC fulfills its commitments, the Town keeps its commitment to providing programs. He would like to request that we track every dollar that we spend on those fields so future councils can have those numbers. But balancing social and financial aspects, he is in support.

Randy Harrington said one clarification of the term, the original agreement has a 10-year option. It provides a *minimum* 3% increase, but the contract has a provision to recalculate if inflation is greater than that. We are trying to protect taxpayers as much as we could, given the parameters and constraints.

Action: Motion to approve and authorize the Town Manager to enter into a 10-year Agreement with Wake Futbol Club for the licensed use of the soccer fields at North main Athletic Complex.

Motion by: Drees

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: thirty-nine (39) comments in support of Pine Springs Academy's upper school; one comment regarding public records requests.

The following public comments were received in person:

Dr. Atoya Hodges, Exec. Director of Western Wake Crisis Ministry, said she was here to discuss their contributions to Holly Springs. She said they give money to prevent evictions and provided food. They merged with Dorcas Ministries and can now offer additional services including workforce development. Right now they are an emergency assistance organization, but moving forward will include education, workforce development, and a more sustainable program. She thanked Council for the opportunity to speak.

OTHER BUSINESS

MPT Berry said a week ago two cars were stolen from his neighborhood. About 10 others were ransacked, with electronics etc. taken. He had discussions with the Chief of Police, and we still live in a very safe community. But he said please make sure your doors are locked, and don't leave valuable things in your cars. It's been going around the region, so please lock your car doors. Second, there are some core pieces of legislation passed at the General Assembly including one about "downzoning" He requested a discussion about what this actually means and how it impacts our processes. Consensus was reached to discuss this at a later meeting.

Council member Deshazor thanked Dr. Hodges. He said Western Wake Crisis Ministry and Dorcas are doing great work. They are upskilling people so that they have the ability to improve their lives. He recommends getting a tour of both facilities. Second, he thanked the Clerk's Office for the for the Mayors Association dinner last night. He said people from other municipalities were looking at Holly Springs and how we plan ahead. Third, the parade and Winterfest were fun. He wished everyone happy holidays.

Council member Hewetson said the parade was amazing. Seeing everyone come together is just as exciting as building infrastructure. The Fire Department Santa Express, the parade, this is a magical time in Holly Springs. Happy Holidays to everyone.

Council member Forrest said the Parks & Recreation Department had a great holiday get together for Parks and Recreation Advisory Committee. Kudos to the department and the committee. He also enjoyed the holiday events, parade, tree trails, mayors' dinner. We all have the same problems and it is great to work together. Regarding SB382, there are things that he thinks will impact the town. It is retroactive, going back 180 days prior to the bill passing. It prevents the town from doing anything without clear property owner agreement and it is very vague which is a problem. He believes it restricts the Town to the benefit of individual property owners. It will be defined by court cases in the future. It is very restrictive and he wants to know what our lobbyist has to say about how it happened and what it means.

Randy Harrington, Town Manager said Philip Isley has been very engaged and is working to articulate how this impacts municipalities. It was part of an omnibus bill that came about quickly and was approved quickly. Municipalities across the state are mobilizing and the General Assembly is hearing us and the challenge that this provides.

Council member Drees thanked staff and volunteers who make all the holiday events special.

Mayor Mayefskie wished everyone a Merry Christmas and Happy New Year. Enjoy it with your families. Shop with your local businesses.

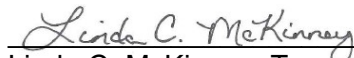
MANAGER'S REPORT

Randy Harrington, Town Manager, said there is a group in the United States called the Government Finance Officers Association, which our team participates in. For decades we have received an award on the finance side. There is also an award for the budget side, and this is the 6th consecutive year we have received the budget award. He outlined the criteria for the award and said it is important to note that there are 90,000 municipalities in the U.S. and only 1,700 receive the award so he is proud of the team. The other piece is that we got special recognition for strategic goals and priorities. We believe it was due to Council's rebranding of the goals, and also the benchmarking program we joined which allows us to have data and performance measures. He recognized Corey Petersohn and MaryBeth Spoehr for an excellent job. And wished everyone Happy Holidays.

CLOSED SESSION: none.

Adjournment: MPT Berry made a motion to adjourn at 9:25 pm. It was seconded by Council member Forrest and passed with a unanimous vote.

Respectfully Submitted on Tuesday, January 21, 2025.



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: Resolution for Approval of Issuance of the Series 2025 General Obligation Bonds

Strategic Priority Area: Organizational Excellence

Staff Resource: Tina Stroupe, Finance

Action(s):

Approve Resolution 25-03 providing for the issuance of the Series 2025 General Obligation Bonds not to exceed \$68,000,000

Explanation:

- This issuance includes a first tranche of Parks and Recreation General Obligation Bonds (GOBs) in the amount of \$50 million approved by bond referendum in November 2024 and the remaining \$18 million issuance of the \$40 million 2018 Transportation GOBs (first issuance in June 2021) approved by bond referendum in November 2018.
- Staff is anticipating issuing the remaining \$50 million (of the \$100 million) voter approved bonds in early 2026.
- The Bond Sale is scheduled for February 25, 2025.

Background:

- In the November 2021 Community Satisfaction Survey, one of the top three areas where residents indicated that more town focus should be given over the next couple of years included parks and recreation investments.
- Council adopted the bond orders authorizing the issuance of the Parks and Recreation General Obligation Bonds (GOBs) in May 2024 and the Transportation Bonds in May 2018.
- The Parks and Recreation GOBs are to provide funding for the costs of acquiring, constructing, renovating and improving parks and recreation facilities and greenways, including related offsite public infrastructure development and acquisition of any necessary furnishing and equipment, land, rights-of-way and required easements of land.
- The Transportation GOBs will fund projects such as Holly Springs Road (East), NC55 Bypass Right Turn Lane, Main Street Right Turn Lane and a portion of Holly Springs Road (Central).

Funding Source(s):

General Obligation Bonds

Attachment(s):

1. Holly Springs_NOS_\$68,000,000 v1 12_31_2024
2. Preliminary Official Statement Holly Springs v1 12_27_2024
3. 25-03 Bond Resolution - Town of Holly Springs 2025 GOs

Notice of Sale and Bid Form

Note:

- Bonds are to be awarded on a true interest cost (TIC) basis as described herein.
- No bid for fewer than all of the Bonds offered or for less than 100% of the aggregate principal amount of the Bonds will be entertained.
- If fewer than three conforming bids are received for the Bonds offered, the Town may require the winning bidder to “hold the offering price” as described herein with respect to any maturities of the Bonds that have not satisfied the 10% test (as defined herein) for five business days.

\$68,000,000*
Town of Holly Springs, North Carolina
General Obligation Public Improvement Bonds,
Series 2025

*Scaled and Electronic Bids Will Be Received Until 11 A.M., North Carolina Time,
February 25, 2025*

*Preliminary subject to change

NOTICE OF SALE
\$68,000,000*
TOWN OF HOLLY SPRINGS, NORTH CAROLINA
GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2025

Sealed and electronic bids (as described below) will be received until 11 o'clock A.M., North Carolina Time, February 25, 2021, by the undersigned at its office at 3200 Atlantic Avenue, Longleaf Building, Raleigh, North Carolina 27604, at which time and place such bids will be opened for the purchase of \$68,000,000* General Obligation Public Improvement Bonds, Series 2025 (the "Bonds") of the Town of Holly Springs, North Carolina (the "Town"), dated their date of delivery and maturing annually on February 1, in an amount of \$3,400,000 2026 to 2045, inclusive. There will be no auction.

Proposals may be delivered by hand, by mail or electronically. Electronic proposals must be submitted via BiDCOMP/PARITY, but no proposal shall be considered which is not actually received by the State Treasurer at the place and on or prior to the date and time specified above for submission of bids. The State Treasurer shall not be responsible for any failure, misdirection or error in the means of transmission selected by any firm submitting a proposal.

The Town reserves the right to change, cancel or reschedule, from time to time, the date or time established for the receipt of bids and will undertake to notify registered prospective bidders via notification published on BiDCOMP/PARITY, or by other means as necessary. The Town may change the scheduled delivery date for the Bonds by notice given in the same manner as that set forth for a change in the date for the receipt of bids.

To the extent any instructions or directions set forth in BiDCOMP/PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about BiDCOMP/PARITY, potential purchasers may contact BiDCOMP/PARITY at (212) 849-5021. Each prospective purchaser is solely responsible for making necessary arrangements to access BiDCOMP/PARITY for purposes of submitting its proposal in a timely manner and in compliance with this Notice of Sale. North Carolina laws governs the terms of this Notice of Sale and the sale of the Bonds.

The North Carolina Local Government Commission (the "Commission") does not have a registration process for prospective purchasers. Prospective purchasers who intend to submit their proposal by BiDCOMP/PARITY must register and be contracted customers of Ipreo LLC's BiDCOMP competitive bidding system before the sale. By submitting a bid for the Bonds, the prospective purchaser represents and warrants to the Commission that such proposal is submitted for and on behalf of the prospective purchaser by an officer or agent who is duly authorized to bind the prospective purchaser to a legal, valid and enforceable contract for the purchase of the bonds. **Neither the Commission nor the Town has reviewed or verified the accuracy or completeness of the information contained in BiDCOMP/PARITY and assume no responsibility for the accuracy or completeness of such information.**

Interest on the Bonds will be payable on each February 1 and August 1, beginning August 1, 2025, and the principal of the Bonds will be payable at maturity or upon prior redemption to DTC or its nominee, as registered owner of the Bonds.

The Bonds will be general obligations of the Town, all the locally taxable property within which will be subject to the levy of an ad valorem tax, without limitation as to rate or amount, to pay the Bonds and the interest thereon.

The Bonds will be issued as fully registered bonds in a book-entry only system under which The Depository Trust Company, Jersey City, New Jersey ("DTC") will act as securities depository nominee for the Bonds as fully described in the Preliminary Official Statement

described below. Purchases and transfers of the Bonds may be made only in authorized denominations of \$5,000 and in accordance with the practices and procedures of DTC

The Bonds maturing on or prior to February 1, 2035 will not be subject to redemption prior to their respective maturities. The Bonds maturing on February 1, 2036 and thereafter will be subject to redemption, at the option of the Town, from any moneys that may be made available for such purpose, either in whole or in part on any date not earlier than February 1, 2035, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued thereon to the date fixed for redemption.

* Preliminary; subject to change.

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot in such manner as the Town in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some whole multiple thereof and that, in selecting Bonds for redemption, each such Bond shall be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bonds by \$5,000. So long as a book-entry system with DTC is used for determining beneficial ownership of Bonds, if less than all of the Bonds within a maturity are to be redeemed, DTC and its participants shall determine which of the Bonds within a maturity are to be redeemed by lot. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions of Bonds to be redeemed shall be called in such manner as the Town may determine.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, the Town shall cause a notice of such redemption to be mailed, postage prepaid, to the registered owner of each Bond to be redeemed in whole or in part to its address appearing upon the registration books of the Town, provided that such notice to Cede & Co. shall be given by certified or registered mail or otherwise as prescribed by DTC. Failure to mail such notice or any defect therein shall not affect the validity of the redemption as regards registered owners to whom such notice was properly given.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Town on or prior to the redemption date of moneys sufficient to pay the redemption price of and interest on the Bonds to be redeemed, and that if such moneys are not so received, such notice shall be of no force or effect and such Bond shall not be required to be redeemed. If a notice contains such a condition and moneys sufficient to pay the redemption price of and interest on such Bonds are not received by the Town on or prior to the redemption date, the redemption shall not be made and the Town shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

On the date fixed for redemption, notice having been given as hereinabove described, the Bonds or portions thereof called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such date. If moneys sufficient to pay the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption, are held in trust for the registered owners of the Bonds or portions thereof to be redeemed, interest on the Bonds or portions thereof called for redemption shall cease to accrue, and the registered owners of such Bonds or portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest to such redemption date. If a portion of a Bond shall have been selected for redemption, a new Bond or Bonds of the same maturity, of any authorized denomination or

denominations and bearing interest at the same rate shall be delivered for the unredeemed portion of the principal amount of such Bond.

No bid for less than all of the Bonds offered or for less than 100% of the aggregate principal amount of the Bonds will be entertained. Bidders are requested to indicate the interest rate or rates in multiples of 1/8 or 1/20 of 1%, to be applicable to the maturities of the Bonds. All Bonds maturing on the same date must bear interest at the same rate, and the interest rate on any Bond shall be the same throughout its life. Any number of interest rates may be named, provided the difference between the lowest and highest rates named in the bid shall not exceed 3% with a minimum rate bid of 0.5% and a maximum rate bid of 5.0%. The Bonds will be awarded to the bidder offering to purchase the Bonds at the lowest interest cost to the Town, such cost to be determined in accordance with the true interest cost (TIC) method by doubling the semiannual interest rate, compounded semiannually, necessary to discount the debt service payments from the payment dates to the delivery date (March 28, 2025) and to equal the price bid.

As promptly as reasonably practicable after the bids are opened, the Town will notify the bidder to which the Bonds will be awarded, if and when such award is made, and, as described below, such bidder, upon such notice, shall advise the Town and the Local Government Commission by telephone of the initial offering prices and yields to the public of each maturity of the Bonds and shall, within 30 minutes, confirm that information by facsimile transmission. Such offering prices and yields, among other things, will be used by the Town to calculate the final aggregate principal amount of the Bonds and the final principal amount of each maturity of the Bonds. In the event of more than one bid with the same lowest TIC, the Commission shall select the winning bidder by lot in such manner as the Commission and the Town may determine and such determination shall be conclusive.

Bidders may contact DEC Associates Inc., Charlotte, North Carolina, at 704-334-7480 (Attention: Andrew Carter) for more information

Each bid delivered by hand or mail must be submitted on a form to be furnished with additional information by the undersigned and must be enclosed in a sealed envelope marked "Bid for Series 2025 Bonds (Town of Holly Springs)." A good faith deposit (the "Deposit") in the amount of \$1,360,000 will be required for each bid (this will be the amount of the deposit regardless of any adjustments to the maturity schedule or the aggregate amount of the Bonds). The Deposit may be submitted in the form of an official bank check, a cashier's check or a certified check upon an incorporated bank or trust company payable unconditionally to the order of the State Treasurer of North Carolina accompanying the bid. Alternatively, the successful bidder's Deposit may be a wire transfer upon initial notification of the award of the Bonds. Award or rejection of bids will be made on the date above stated for receipt of bids, and any checks of unsuccessful bidders will be returned immediately. If the Deposit of the successful bidder is provided by check, the check of the successful bidder will be cashed by the State Treasurer. If the Bonds are awarded to a bidder whose Deposit is by wire transfer, the successful bidder must submit its Deposit to the State Treasurer not later than 2:00 P.M. North Carolina Time on the date of the award of the Bonds, to the bank account instructed to the successful bidder by the State Treasurer during the initial notification of the award. If the Deposit is not received by that time, the Commission will reject its award to the initial successful bidder, and will contact the next lowest bidder and offer said bidder the opportunity to become the successful bidder, on the terms as outlined in said bidder's bid, so long as said bidder submits a good faith wire within two hours of the time offered. The Commission will not award the Bonds to the successful bidder absent receipt of a good faith deposit prior to awarding the Bonds. The Deposit of the successful bidder will be invested solely for the benefit of the Town, and no interest on the Deposit will accrue to the successful bidder. At closing, the principal amount of the Deposit will be applied, without interest, as partial payment for

the Bonds. If the successful bidder fails to comply with the terms of its bid, the Deposit and any interest earnings will be retained as and for full liquidated damages. If the Town fails to deliver the Bonds, then the Deposit and any interest earnings will be remitted to the successful bidder as and for full liquidated damages.

The winning bidder shall assist the Town in establishing the issue price of the Bonds and shall execute and deliver to the Town at the time of delivery of the bonds an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Town and Bond Counsel to the Town.

The Town intends that the provisions of Section 1.148-1(f)(3)(i) of the United States Treasury Regulations (defining “competitive sale” for purposes of establishing the issue price of bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

- (1) the Commission shall disseminate this Notice of Sale for the Bonds to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the Commission expects to receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the Commission anticipates awarding the sale of the Bonds to the respective bidders who submit a firm offer to purchase the Bonds at the lowest interest cost as set forth in this Notice of Sale.

The Commission and the Town will consider any bid submitted pursuant to this Notice of Sale a firm offer for the purchase of the Bonds as specified in the bid.

If the competitive sale requirements for the Bonds as specified above are not satisfied, the Town will advise the winning bidder and the provisions set forth below will apply. Upon such event, the Town may determine (on a maturity-by-maturity basis) to treat (i) the first price at which 10% of a maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis. The winning bidder for the Bonds shall promptly advise the Town upon the award of the Bonds of (i) the initial offering price to the public of each maturity of the Bonds and (ii) each maturity of the Bonds that satisfies the 10% test. Any maturities of the Bonds that do not satisfy the 10% test as of the date and time of award of the Bonds shall be subject to the hold-the-offering-price rule as described below. **The winning bidder may not cancel its bid if the hold-the-offering-price rule applies to any maturity of the Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule if the competitive sale requirements are not satisfied.**

By submitting a bid for the Bonds, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the sale date at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters

participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule applies to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall advise the Town promptly after the close of the fifth (5th) business day after the sale date whether the underwriters have sold at least 10% of each maturity of the Bonds that are subject to the hold-the-offering-price rule to the public at prices that are no higher than the initial offering price for such maturity prior to selling any Bonds of such maturity at a price higher than the initial offering price to the public.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the Town the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation continues, whether or not the delivery date for the Bonds (the “Closing Date”) has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the winning bidder’s reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Town or bond counsel.

The Town acknowledges that, in making the representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to any of the Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) if a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (iii) if an underwriter or a dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The Town further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable.

By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (1) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either (i) it has sold all Bonds of that maturity allocated to it or (ii) it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity, provided that the reporting obligation after the Closing Date may be at reasonable periodic intervals or other upon request of the Town and (2) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires;

(B) to promptly notify the winning bidder of any sales of the Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below); and

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either (1) it has sold all Bonds of that maturity allocated to it or (2) it is notified by the winning bidder that the 10% test has been satisfied as to the Bonds of that maturity, provided that the reporting obligation after the Closing Date may be at reasonable periodic intervals or other upon request of the Town or the winning bidder and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(1) “public” means any person other than an underwriter or a related party;

(2) “underwriter” means (A) any person that agrees pursuant to a written contract with the Commission or the Town (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(3) a purchaser of any of the Bonds is a “related party” to an underwriter if the

underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(4) “sale date” means the date that the Bonds are awarded by the Commission to the winning bidder.

The Bonds will be delivered on or about March 19, 2025, against payment therefore in FEDERAL RESERVE FUNDS, at DTC.

It is anticipated that CUSIP identification numbers will be noted on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchasers thereof to accept delivery of or pay for the Bonds in accordance with the terms of their bids. The Town will pay expenses in relation to the noting of CUSIP numbers on the Bonds and the CUSIP Service Bureau charge for the assignment of numbers.

The approving opinion of Parker Poe Adams & Bernstein LLP, Raleigh, North Carolina, Bond Counsel for the Town, the proposed form of which appears in the Official Statement relating to the Bonds, will be furnished without cost to the purchaser. In this transaction Parker Poe Adams & Bernstein LLP will serve only as bond counsel to the Town and will not represent any bidder or the purchaser of the Bonds. There will also be furnished the usual closing papers.

Prior to the sale of the Bonds, the Town will adopt a resolution undertaking, for the benefit of the beneficial owners of the Bonds, to provide the information described under the heading “Continuing Disclosure” in the Official Statement relating to the Bonds in the manner provided therein.

The right to reject all bids and to waive minor irregularities or informalities is reserved.

Copies of the Preliminary Official Statement and Notice of Sale and Bid Form relating to the Bonds may be obtained from the Local Government Commission, 3200 Atlantic Avenue, Longleaf Building, Raleigh, North Carolina 27604 (919-814-4300).

The Preliminary Official Statement is deemed to be a final official statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission, except for the omission of certain pricing and other information allowed to be made available to the successful bidder by the Commission in a Final Official Statement. By the submission of a bid for the Bonds, the successful bidder contracts for the receipt of up to one hundred (100) copies of the Official Statement which will be delivered to the successful bidder by March 6, 2025. In order to complete the Final Official Statement the successful bidder must furnish on behalf of the underwriters of the Bonds the following information to the Commission by facsimile transmission (919-855-5812) or overnight delivery received by the Commission within 24 hours after the receipt of bids for the Bonds:

- (a.) Initial offering prices (expressed as a price, exclusive of accrued interest, or yield per maturity).
- (b.) Selling compensation (aggregate total anticipated compensation to the underwriters expressed in dollars).
- (c.) The identities of the underwriters if the successful bidder is a part of a group or syndicate.
- (d.) Any other material information necessary for the Final Official Statement but not known to the Town or the Commission (such as the purchase of credit enhancement).

- (e.) The successful bidder must provide the initial public offering prices, as the Town will not include in the Official Statement any “NRO” (“not reoffered”) designation to any maturity of the Bonds.

Concurrently with the delivery of the Bonds, the Mayor or Mayor Pro Tem, the Town Manager and the Finance Director of the Town will deliver to the purchaser of the Bonds a certificate stating that, to the best of their knowledge, the Preliminary Official Statement did not, as of its date and as of the sale date, and the Final Official Statement does not, as of the date of delivery of the Bonds, contain an untrue statement of a material fact or omit to state a material fact required to be included therein for the purpose for which the Preliminary Official Statement or the Final Official Statement is to be used or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, provided such certificate shall not include consideration of information supplied by, or which should have been supplied by, the successful bidder of the bonds for inclusion in the Final Official Statement.

In addition, concurrently with the delivery of the Bonds, the Secretary of the Commission will deliver to the purchaser of the Bonds a certificate stating that nothing has come to her attention which would lead her to believe that the Preliminary Official Statement, as of its date and as of the date of sale, and the Final Official Statement, as of the date of delivery of the bonds, contains an untrue statement of a material fact or omits to state a material fact required to be included therein for the purpose for which the Preliminary Official Statement or the Final Official Statement is to be used or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, provided such certificate shall not include consideration of information supplied by or which should have been supplied by, the successful bidder of the bonds for inclusion in the Final Official Statement.

**LOCAL GOVERNMENT COMMISSION
Raleigh, North Carolina**

By: Jennifer Wimmer
Deputy Secretary of the Commission

CERTIFICATE AS TO ISSUE PRICE

[NOTE: A certificate in substantially the following form will be required if the competitive bidding requirements described in the Notice of Sale are satisfied for the Bonds. If the competitive bidding requirements are not satisfied for the Bonds, a certificate evidencing compliance with the 10% test and/or the hold-the-offering-price rule (as each is described in the Notice of Sale), as applicable for each maturity, shall be required.]

The undersigned, on behalf of [NAME OF UNDERWRITER REPRESENTATIVE] (the “Representative”), on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (collectively, the “Underwriting Group”), hereby certifies as follows with respect to the sale of the \$68,000,000* Town of Holly Springs, North Carolina, General Obligation Public Improvement Bonds, Series 2025 (the “Bonds”).

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Underwriting Group are the prices listed in Schedule A attached hereto (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Underwriting Group in formulating its bid to purchase the Bonds. Attached hereto as Schedule B is a true and correct copy of the bid provided by the Representative to purchase the Bonds.

(b) Neither the Representative nor any member of the Underwriting Group was given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Representative constituted a firm offer to purchase the Bonds by the Underwriting Group.

2. Defined Terms.

(a) “Maturity” means Bonds with the same credit and payment terms. Bonds with different maturity dates are treated as separate Maturities.

(b) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

(c) “Sale Date” means February 25, 2025.

(d) “Underwriter” means (i) any person that agrees pursuant to a written contract with the Town (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

* Preliminary; subject to change.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Town with respect to certain of the representations set forth in the Tax Certificate delivered in connection with the issuance of the Bonds and with

respect to compliance with the federal income tax rules affecting the Bonds, and by Parker Poe Adams & Bernstein LLP, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is not included in the gross income of the owners of the Bonds for purposes of federal income taxation, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that Bond Counsel may give to the Town from time to time relating to the Bonds.

Dated: March _____, 2025.

Name: _____

Title: _____

Firm: _____

SCHEDULE A

EXPECTED OFFERING PRICES

<u>Due</u> <u>February 1</u>	<u>Principal</u> <u>Amount Maturing</u>	<u>Initial</u> <u>Offering Price</u>
2026	\$3,400,000	_____
2027	3,400,000	_____
2028	3,400,000	_____
2029	3,400,000	_____
2030	3,400,000	_____
2031	3,400,000	_____
2032	3,400,000	_____
2033	3,400,000	_____
2034	3,400,000	_____
2035	3,400,000	_____
2036	3,400,000	_____
2037	3,400,000	_____
2038	3,400,000	_____
2039	3,400,000	_____
2040	3,400,000	_____
2041	3,400,000	_____
2042	3,400,000	_____
2043	3,400,000	_____
2044	3,400,000	_____
2045	3,400,000	_____

SCHEDULE B

[Attach Copy of Representative's Bid]

BID FOR BONDS

_____, 2025

*Local Government Commission
3200 Atlantic Avenue
Longleaf Building
Raleigh, North Carolina 27604*

Ladies and Gentlemen:

Subject to the provisions and in accordance with the terms set forth in the Notice of Sale and Bid Form relating to the bonds hereinafter mentioned, which provisions and terms are hereby made a part of this bid, we make the following bid for the bonds of the Town of Holly Springs, North Carolina, described in said Notice of Sale, this bid being for not less than all of said bonds:

For the \$68,000,000 General Obligation Public Improvement Bonds, Series 2025 maturing and bearing interest as follows:*

Due June 1	Principal Amount	Interest Rate
2026	\$3,400,000	_____ %
2027	3,400,000	_____ %
2028	3,400,000	_____ %
2029	3,400,000	_____ %
2030	3,400,000	_____ %
2031	3,400,000	_____ %
2032	3,400,000	_____ %
2033	3,400,000	_____ %
2034	3,400,000	_____ %
2035	3,400,000	_____ %
2036	3,400,000	_____ %
2037	3,400,000	_____ %
2038	3,400,000	_____ %
2039	3,400,000	_____ %
2040	3,400,000	_____ %
2041	3,400,000	_____ %
2042	3,400,000	_____ %
2043	3,400,000	_____ %
2044	3,400,000	_____ %
2045	3,400,000	_____ %

We will pay \$68,000,000 for all of said bonds plus a premium of \$ _____.*

We will accept delivery of said bonds at The Depository Trust Company in accordance with the Notice of Sale.

* Preliminary; subject to change.

One of the following two paragraphs must be checked and completed as appropriate:

- () *We enclose herewith a check for **\$1,360,000**, payable to the State Treasurer of North Carolina, to provide the good faith deposit required by the Notice of Sale. In the event this bid is the successful bid, then said check will be cashed in accordance with the terms of the Notice of Sale. Otherwise, said good faith deposit is to be returned to the undersigned.*
- () *A good faith deposit of **\$1,360,000** is not enclosed, but will be delivered to the State Treasurer of North Carolina by wire transfer by 3:00 p.m. on the date hereof if the undersigned is the successful bidder for said bonds in accordance with the term is the Notice of Sale. Said good faith deposit is to be applied in accordance with the terms of the Notice of Sale.*

The closing papers referred to in said Notice of Sale are to include a certificate, dated as of the day of the delivery of the Bonds, stating that there is no litigation pending or, to the knowledge of the signer(s) of such certificate, threatened affecting the validity of the Bonds.

To obtain the initial offering prices and yields of said bonds, please contact

_____ at _____.
Name Telephone Number

(Name of Firm)

(Signature of Authorized Officer)

(No addition or alteration, except as provided above, is to be made to this bid which may be detached from the annexed Notice of Sale. Bidder may for information only enter its calculation of true interest cost to be _____%. This information is neither required nor to be construed as a part of the foregoing bid.)

Ratings:
Moody's:
S&P:
(See "Rating" herein)

PRELIMINARY OFFICIAL STATEMENT DATED MARCH __, 2025

NEW ISSUE—Book-Entry Only

This Official Statement has been prepared by the Local Government Commission of North Carolina and the Town of Holly Springs, North Carolina (the "Town") to provide information in connection with the sale and issuance of the Bonds described herein. Selected information is presented on this cover page for the convenience of the user. To make an informed decision regarding the Bonds, a prospective investor should read this Official Statement in its entirety. Unless indicated, capitalized terms used on this cover page have the meanings given in this Official Statement.

\$68,000,000*

Town of Holly Springs, North Carolina

General Obligation Public Improvement Bonds, Series 2025

Dated date of delivery	Due: As shown on inside cover page
<i>Tax Treatment</i>	In the opinion of Parker Poe Adams & Bernstein LLP, Bond Counsel, under existing law (1) assuming compliance by the Town with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Bonds (a) is excludable from gross income for federal income tax purposes, and (b) is not an item of tax preference for purposes of the federal alternative minimum tax, and (2) interest on the Bonds is exempt from State of North Carolina income taxation. See "TAX TREATMENT" herein.
<i>Redemption</i>	The Bonds are subject to optional redemption at the times and prices as set forth herein.
<i>Security</i>	The Bonds constitute general obligations of the Town, secured by a pledge of the faith and credit and taxing power of the Town.
<i>Interest Payment Dates</i>	February 1 and August 1, commencing August 1, 2025.
<i>Denominations</i>	\$5,000 or any integral multiple thereof.
<i>Expected Closing/Settlement</i>	March 28, 2025
<i>Bond Counsel</i>	Parker Poe Adams & Bernstein LLP
<i>Financial Advisor</i>	DEC Associates, Inc.
<i>Sale Date</i>	February 25, 2025
<i>Sale of Bonds</i>	Pursuant to sealed bids in accordance with the Notice of Sale.

The date of this Official Statement is March __, 2025

***Preliminary, subject to change.**

MATURITY SCHEDULE*

Town of Holly Springs, North Carolina

\$68,000,000 General Obligation Public Improvement, Series 2025

<u>Due February 1</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>Initial Public Offering Yields¹</u>	<u>CUSIP+</u>
2025	\$3,400,000			
2026	3,400,000			
2027	3,400,000			
2028	3,400,000			
2029	3,400,000			
2030	3,400,000			
2031	3,400,000			
2032	3,400,000			
2033	3,400,000			
2034	3,400,000			
2035	3,400,000			
2036	3,400,000			
2037	3,400,000			
2038	3,400,000			
2039	3,400,000			
2040	3,400,000			
2041	3,400,000			
2042	3,400,000			
2043	3,400,000			
2044	3,400,000			

*Preliminary, subject to change.

¹Information obtained from underwriters of the Bonds.

² CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services is managed on behalf of the American Bankers Association by FactSet Research Systems, Inc. Copyright ©2025 CUSIP Global Services. All rights reserved. CUSIP data herein is provided by S&P Capital IQ, a division of McGraw-Hill Financial, Inc. CUSIP data herein is provided for convenience of reference only. The Local Government Commission, the County and their respective agents do not take responsibility for the accuracy of such data. Also, investors should be aware that under certain circumstances the CUSIP identification number assigned to a maturity of the Bonds may be changed to a new replacement number.

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

Town Council

Sean Mayefskie Mayor

Daniel Berry Mayor Pro Tem

Timothy Forrest

Danielle Hewetson

Annie Drees

Chris Deshazor

Town Staff

Randy Harrington..... Town Manager

Tina Stroupe Finance Director

Linda McKinney Town Clerk

John Schifano..... Town Attorney

Financial Advisor

DEC Associates, Inc.
Charlotte, North Carolina

Bond Counsel

Parker Poe Adams & Bernstein LLP
Raleigh, North Carolina

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LOCAL GOVERNMENT COMMISSION
STATE AND LOCAL GOVERNMENT FINANCE DIVISION
SHARON EDMUNDSON, DEPUTY TREASURER

INTRODUCTION

This Official Statement, including the cover page and the appendices hereto, is intended to furnish information in connection with the public invitation for bids for the purchase of \$68,000,000* General Obligation Public Improvement Bonds, Series 2025 (the "Bonds"), of the Town of Holly Springs, North Carolina (the "Town").

The information furnished herein includes a brief description of the Town and its economic condition, government, debt management, tax structure, financial operations, budget, pension plans and contingent liabilities. The Town has assisted the Local Government Commission of North Carolina (the "Commission") in gathering and assembling the information contained herein.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy any securities other than the Bonds offered hereby, nor shall there be any offer or solicitation of such offer or sale of the Bonds in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. Neither the delivery of this Official Statement nor the sale of any of the Bonds implies that the information herein is correct as of any date subsequent to the date hereof. The information contained herein is subject to change after the date of this Official Statement, and this Official Statement speaks only as of its date.

This Official Statement is deemed to be a final official statement with respect to the Bonds within the meaning of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), except, when it is in preliminary form, for the omission of certain pricing and other information to be made available to the successful bidder or bidders for the Bonds by the Commission. In accordance with the requirements of the Rule, the Town has agreed in a resolution passed by the Town Council for the Town to certain continuing disclosure obligations. See the caption "Continuing Disclosure" herein.

THE LOCAL GOVERNMENT COMMISSION OF NORTH CAROLINA

The Commission, a division of the Department of State Treasurer, State of North Carolina (the "State"), is a State agency that supervises the issuance of the bonded indebtedness of all units of local government and assists these units in the area of fiscal management. Appendix A to this Official Statement contains additional information concerning the Commission and its functions.

*Preliminary, subject to change.

THE BONDS

Description

The Bonds will be dated their date of delivery, will bear interest from their date, payable on August 1, 2025 and semiannually thereafter on each February 1 and August 1, at the interest rates set forth on the inside cover page of this Official Statement. The Bonds will mature, subject to the redemption provisions set forth below, on the dates set forth on the inside cover page of this Official Statement. The Town will make Bond payments to the person shown as owner on the Town's registration books as of the **Record Date** for the Bonds, which is the close of business on the 15th day of the month (whether or not a business day) preceding each interest payment date.

The Bonds will initially be issuable as fully registered bonds in a book-entry system maintained by The Depository Trust Company, New York, New York, ("DTC"). DTC will act as securities depository for the Bonds. Purchases and transfers of the Bonds may be made only in authorized denominations of \$5,000 and any integral multiple thereof and in accordance with the practices and procedures of DTC. The principal of and interest on the Bonds will be payable owners of the bonds shown on the records of DTC at the close of business on the 15th day of the month preceding an interest payment date or a bond payment date. See Appendix F hereto for a description of the book-entry system and DTC.

Redemption Provisions

The Bonds maturing on or prior to February 1, 2034, will not be subject to redemption prior to their respective maturities. The Bonds maturing on February 1, 2035 and thereafter will be subject to redemption, at the option of the Town, from any moneys that may be made available for such purpose, either in whole or in part on any date not earlier than February 1, 2034, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued thereon to the date fixed for redemption.

If less than all the Bonds are called for redemption, the Town shall select the maturity or maturities of the Bonds to be redeemed in such manner as the Town in its discretion may determine, and DTC and its participants shall determine which Bonds within a maturity are to be redeemed in accordance with its rules and procedures; *provided, however*, that the portion of any Bond to be redeemed must be in principal amount of \$5,000 or integral multiples thereof and that, in selecting Bonds for redemption, each Bond is to be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000.

When the Town elects to redeem any Bonds, notice of such redemption of such Bonds, stating the redemption date, redemption price, any conditions to the redemption and identifying the Bonds or portions thereof to be redeemed by reference to their numbers and further stating that on such redemption date there are due and payable on each Bond or portion thereof so to be redeemed, the principal thereof and interest accrued to the redemption date and that from and after such date interest thereon shall cease to accrue, is to be given not less than 30 days nor more than 60 days before the redemption date in writing to DTC or its nominee as the registered owner of such Bonds, by prepaid certified or registered United States mail (or by such other means as may be permitted by DTC's rules and procedures), at the address provided to the Town by DTC, but any failure or defect in respect of such mailing will not affect the validity of the redemption. If DTC, or its nominee, is not the registered owner of such Bonds, the Town will give notice at the time set forth above by prepaid first class United States mail, to the then-registered owners of such Bonds or portions thereof to be redeemed at the last address shown on the registration books kept by the Town. The Town will also mail or transmit by facsimile or electronic submission a copy of the notice of redemption within the time set forth above (1) to the Commission and (2) to the Municipal Securities Rulemaking Town Council (the "MSRB")

through the Electronic Municipal Market Access (“EMMA”) system or other electronic format as prescribed by the MSRB, but any failure or defect in respect thereto will not affect the validity of the redemption.

If at the time of mailing of the notice of redemption there is not on deposit money sufficient to redeem the Bonds called for redemption, such notice may state that it is conditional on the deposit of money for the redemption on the date of redemption as set forth in the notice. Any notice, once given, may be withdrawn by notice delivered in the same manner as the notice of redemption was given.

On the date fixed for redemption, notice having been given as hereinabove described, the Bonds or portions thereof called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such date. If moneys sufficient to pay the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption, are held by the Bond Registrar in trust for the registered owners of the Bonds or portions thereof to be redeemed, interest on the Bonds or portions thereof called for redemption shall cease to accrue, and the registered owners of such Bonds or portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest to such redemption date. If a portion of a Bond shall have been selected for redemption, a new Bond or Bonds of the same maturity, of any authorized denomination or denominations and bearing interest at the same rate shall be delivered for the unredeemed portion of the principal amount of such Bond.

Authorizations and Purposes

The Bonds are being issued pursuant to the provisions of The Local Government Bond Act, as amended, Article 7, as amended, of Chapter 159 of the General Statutes of North Carolina, a bond order duly adopted by the Town Council of the Town on January 21, 2025, which has now taken effect, and a resolution duly adopted by the Town Council of the Town on May 16, 2023. The Bonds are being issued for the purpose of providing funds, with any other available funds, for costs of acquiring, constructing, renovating and improving parks and recreation facilities and greenways, including related offsite public infrastructure development and the acquisition of any necessary furnishing and equipment, land, rights-of-way and easements in land required for these projects.

Security

The Bonds are general obligations of the Town. Unless other funds are lawfully available and appropriated for the payments, the Town is authorized and required by law to levy on all real and tangible personal property taxable by the Town such ad valorem taxes, without limitation as to rate or amount, as may be necessary to pay the Bonds and the interest thereon.

THE TOWN

General Description and Demographic Characteristics

The Town was established in 1876 and is located in southwest Wake County (the “County”) in the eastern piedmont region of North Carolina, approximately 18 miles from downtown Raleigh, the State Capital. The Town covers approximately 18.65 square miles.

The Town has a council-manager form of government. The five members of the Town Council are elected at-large and serve staggered four-year terms. The Town Council has policy-making and legislative authority and is responsible for the budget approval and appointment of the Town Manager, Town Attorney and Town Clerk. The Town Manager is responsible for implementing Council policies and Town ordinances, managing daily operations and appointing department directors.

The United States Department of Commerce, Bureau of the Census, has recorded the population of the Town to be as follows:

<u>2000</u>	<u>2010</u>	<u>2020</u>
9,192	24,661	41,267

The North Carolina Office of State Budget and Management has estimated the Town's 2022 (latest data available) population to be 46,052.

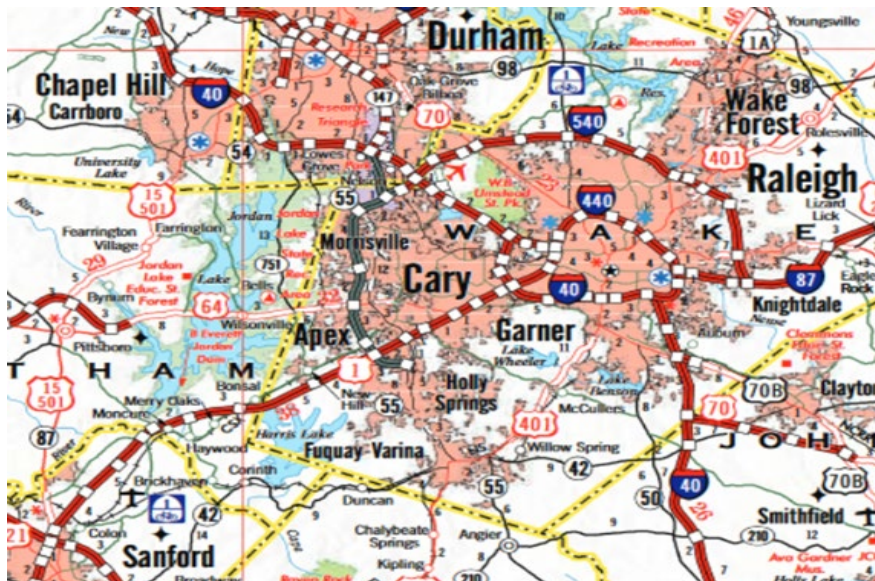
Per capita income data for the County, State and the United States are presented in the following table:

<u>Year</u>	<u>County</u> ¹	<u>State</u>	<u>United States</u>
2019	\$61,967	\$48,369	\$55,566
2020	65,892	51,758	59,123
2021	74,254	57,008	64,460
2022	77,172	58,953	66,244
2023	81,322	61,839	69,810

¹Separate data for the Town are not available.

Source: United States Department of Commerce, Bureau of Economic Analysis (latest data available).

New York, New York 425 Miles
Washington, D.C. 226 Miles



Atlanta, Georgia 356 Miles

Commerce and Industry

The Town has become a leading biotechnology hub. The Town is home to renowned biotech companies including Fujifilm Diosynth Biotechnologies, Amgen, and CSL Seqirus. This biotech ecosystem continues to attract even more small and mid-sized companies to Town.

Fujifilm Diosynth Biotechnologies currently is constructing in the Town the largest end-to-end cell culture contract development and manufacturing organization (CDMO) biopharmaceutical manufacturing facility in North America. It represents a \$2 billion investment and the largest life sciences investment ever in North Carolina. In its first phase of construction, the company is building an 839,000-square-foot lab, office and manufacturing facility on a portion of its 150-acre tract. In April 2024, Fujifilm announced it would be investing an additional \$1.2 billion in this project. It is expected that the additional investment will add approximately 680 new jobs with an average salary of \$109,000. The new facility is expected to be completed in early 2025.

Meanwhile, Amgen, one of the world's leading biotechnology companies, also is building a new facility in the Town. The company's approximately \$550 million investment, a 350,000-square-foot multi-product drug substance manufacturing facility, will begin operations in 2025. The Fujifilm and Amgen investments will significantly enhance the diversification of the Town's tax base, aligning with the strategic goals of the Mayor and Town Council.

The Town's Economic Development Department continues working with local developers and investors to expand business park options in the Town. Directly surrounding Amgen, a new 500 acre prime business park, CaMP Helix, offers diverse development options and other beneficial commercial and residential options.

Down the road in the long-established Holly Springs Business Park and adjacent to Fujifilm Diosynth Biotechnologies, Catalyst BioCampus, the region's newest biomanufacturing campus, has two of three buildings complete and is ready for tenants. Totaling up to 478,000 square feet over three buildings, this space is built following current Good Manufacturing Practices (cGMP), for Pharmacodynamic (PD), lab, and office uses. Buildings come pre-equipped with primary mechanical, electrical, and building infrastructure specific to biomanufacturing facilities. The initial phase offers two 169,000-square-foot single-story with mezzanine buildings, 32' clear story height, and bay spacing to accommodate single or multi-tenant requirements. The third building is being designed for existing tenant expansion and smaller office users.

Crescent Communities, a nationally recognized, market-leading real estate investor, developer, and operator of mixed-use and commercial communities, is providing new opportunities through their build-out of multiple business park options geared towards targeted industry growth in the Town. Currently underway, the company is developing a 27-acre multi-building campus, THE YIELD Holly Springs. This campus will be focused on biomanufacturing but also allows for a variety of uses, including office, lab, manufacturing, and amenity retail. In addition, Crescent Communities' other campus, the 83-acre YIELD North along the US-1 corridor, can accommodate up to 850,000 square feet of buildings space across a range of building sizes from 75,000-300,000 square feet.

CSL Seqirus, one of the world's largest influenza vaccine companies, is also expanding in the Town. The location opened in 2009 as a 438,000-square-foot flu cell culture manufacturing facility, known then as Novartis U.S. The facility has completed several expansions, including a \$156 million project that more than doubled its capacity to bring flu vaccines to the U.S. and markets worldwide. Current operations occupy approximately 70 acres with another 90 acres available for future expansion under the new CSL Seqirus name.

To support the growing industries and biotechnology ecosystem, Wake Tech Community College announced the permanent home for its nearby Western Wake Campus in September 2022. The campus is strategically located off NC 55, near US 1 and NC 540 and will feature a new Workforce Development Center, featuring biopharma training space, along with small business and entrepreneurship offerings. This location will be key in preparing the talent pool for the biotech companies in Town as well as providing tools and resources for local small businesses.

In addition to biotechnology growth, other businesses are growing in the Town. In August 2022, Calvert Ice Sports closed on land in the Carolina Springs development with plans to build a state-of-the-art iceplex that will shape and develop student-athletes. The 320,000-square-foot facility will include a boarding school and an indoor ice sports training center with four regulation-size ice rinks.

In recent years, the downtown area of the Town has experienced a tremendous influx in commercial growth. Two developments have brought mixed-use commercial buildings, adding approximately 100,000 square feet to the downtown footprint. These buildings host restaurants, retail, services, and offices and continue to attract interest. Notably, Local Time Brewing just took up space in the Block on Main building where a brand-new tapas restaurant, Nightingale, occupies the third floor, including a rooftop patio. Just a few blocks away, construction for a residential and commercial mixed-use project at 120 N. Main St. is expected to begin soon. In addition, the Town is updating its long-range plan that guides the downtown growth, development, and redevelopment. This plan will establish a vision of the downtown area. A final plan was approved by the Town Council in December 2023.

The following table lists the major employers in the Town, their core product(s)/service(s), and their approximate number of employees:

<u>Company/Institution</u>	<u>Service/Product</u>	<u>Approximate Number of Employees</u>
CSL Seqirus Inc.	Pharmaceutical	1,100
Wake County Public School System	Public education	700
UNC Health Rex Holly Springs	Healthcare	450
Town of Holly Springs	Government	408
Walmart	Retail store	350
Target	Retail store	300
FUJIFILM	Diosynth Biotechnology	250
Biotechnologies		
Rovisys	Automation & Information Solutions	200
My Computer Career	Education	175
Pierce Group Benefits	Insurance	150
Amgen	Biotechnology	100

Source: Holly Springs Economic Development Department (as of April 2024).

In addition, many Town residents commute to jobs at local universities, governmental employers in the area, and to jobs in the nearby Research Triangle Park.

The taxable sales in the County for the past five fiscal years ended June 30, 2019 through 2023 and for a portion of the fiscal year ended June 30, 2024 are shown in the following table:

<u>Fiscal Year Ended June 30</u>	<u>Total Taxable Sales</u>	<u>Increase (Decrease) Over Previous Year</u>
2020	20,128,769,992	2.12
2021	22,643,614,457	12.49
2022	26,567,203,523	17.33
2023	29,468,896,469	10.92
2024	30,502,926,367	3.51
2025 ¹	10,218,813,493	--

¹ For the four-month period ended October 30, 2024 (latest data available). The comparable figure for the ten-month period ended October 30, 2023 is \$10,043,609,779.

Source: North Carolina Department of Revenue, Sales and Use Tax Division. Separate data for the Town are not available.

Construction activity is indicated by the following table, which shows the number of building permits issued by the Town and the value of associated construction:

<u>Fiscal Year</u>	<u>Commercial</u>		<u>Residential</u>		<u>Total Value</u>
	<u>Number</u>	<u>Value</u>	<u>Number</u>	<u>Value</u>	
2020	84	\$106,629,842	1,102	\$160,695,395	\$267,325,237
2021	65	35,364,466	1,417	212,532,797	247,897,263
2022	108	185,871,186	1,141	171,853,686	357,724,872
2023	120	423,351,461 ¹	1,013	172,392,386	595,743,847
2024	76	50,229,183	1,018	155,321,062	205,550,245

Source: Holly Springs Development Services. Fiscal year 2024 included construction projects for Fujifilm Diosynth and Amgen.

The North Carolina Department of Commerce, Division of Labor and Economic Analysis has estimated the percentage of unemployment in the Town to be as follows:

<u>Year</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
2020	3.4%	3.0%	3.7*%	11.0*%	9.2%	7.8%	6.9%	4.9%	4.5%	4.1%	4.0%	4.1%
2021	4.1	4.0	3.9	3.4	3.9	3.9	3.3	3.0	2.7	2.8	2.7	2.4
2022	2.8	2.8	2.8	2.5	2.8	3.1	2.8	3.2	2.6	3.0	2.9	2.7
2023	2.9	3.0	2.9	2.5	2.9	2.9	2.8	3.0	2.7	2.8	3.0	2.8
2024	3.2	3.3	3.2	2.9	2.9	3.4	3.5	3.7	2.8	2.8	-	-

*Onset of the COVID 19 pandemic.

To date, the Town's unemployment rate averaged 3.2% for calendar year 2025, as compared to 3.2% for the County, 3.8% for the State and 4.1% for the United States.

Government and Major Services

Government Structure. The Town operates under the council-manager form of government in which the citizens elect a Mayor and five members of the Town Council (the “Council”) that serve as the Town’s governing body.

As the legislative body of the Town, the Council is responsible for governing the Town and establishing Town policies. In addition, the Council is responsible for enacting all general and technical ordinances, including budgetary appropriations, establishing tax rates as well as other user rates and fees. The Council is elected on a non-partisan at-large basis to staggered four-year terms.

As the principal elected official of the Town, the Mayor provides leadership to the governing body and community and presides over all Council meetings. The Mayor is elected to a four-year term. In the event the Council’s vote on a matter ends in a tie, the Mayor is authorized to cast the deciding vote.

The Council appoints the Town Manager who serves as the Town’s chief administrative officer. The Town Manager directs the daily operations of the Town and is responsible for seeing that the Town’s policies are carried out. The Town Manager is authorized to appoint Department Heads to assist him in managing the daily operations of the Town.

Education. The Town is served by the Wake County School System, a consolidated school system which is one of the highest rated systems in the nation as well as the largest system in North Carolina and the sixteenth largest in the country. For the 2023-24 school year, the system has a total enrollment of approximately 159,995 students in 198 schools staffed by 10,899 permanent full-time teachers.

The Town has no financial responsibility for any part of the school system. The budget is approved and funded by the Wake County Board of Commissioners with revenues derived from County, State and Federal sources.

The following table presents information on total student enrollment (by enrollment, or “membership,” in the first month of the indicated school year) for the Wake County School System:

School Year	No. of Schools	Elementary (K-5) ADM	Intermediate (6-8) ADM	Grades (9-12) ADM	Total ADM
2019-20	191	72,965	38,290	50,652	161,907
2020-21	192	69,022	37,772	50,879	157,673
2021-22	194	68,967	37,248	52,545	158,760
2022-23	198	68,478	36,566	53,368	158,412
2023-24	198	69,449	36,248	54,298	159,995

Note: ADM (determined by the actual records at the schools) is computed by the North Carolina Department of Public Instruction on a uniform basis for all public schools in the State. The ADM computation is used as a basis for teacher allotments and for distribution of local funds. These figures do not include mentally handicapped or exceptional children.

Source: North Carolina State Board of Education Statistical Division and Wake County Public School System.

Eleven colleges and universities, nationally and internationally recognized, are located within thirty-five mile radius of the Town. These include, but are not limited to: Duke University, North

Carolina State University, the University of North Carolina at Chapel Hill, Campbell University, North Carolina Central University, William Peace University, Meredith College, Shaw University and St. Augustine's University.

Transportation. The State of North Carolina is primarily responsible for the major expansion, maintenance, and improvement of primary and secondary highways in the Federal and State highway systems within the Town limits. The Town is responsible for the major expansion, maintenance and improvement of the local street system, including street lighting. Improvements to the local street system are funded with local contributions, including the Town's share of State funding, a combination of which is produced by taxes on motor fuel sales and distributions from the Highway Trust Fund. The Town maintains approximately 161 linear miles of streets as of June 30, 2023.

The Town is primarily served by North Carolina highway 55 and is accessible from US highways 1 and 64 and Interstate 540. Partnering with the North Carolina Department of Transportation ("NCDOT"), the Town has improved NC Highway 55 to a superstreet, which has increased vehicular safety, improved traffic flow and provides easier access to the Town's Business Park and other areas for commercial growth. Currently, the NCDOT is continuing I-540 through the Town, which when completed will provide more access to the Town throughout the greater Raleigh area. The Town was added to the public transportation network of Wake Transit in 2020 with the addition of bus service, further improving access between the Town and neighboring communities.

The Town is served by the Raleigh-Durham International Airport ("RDU") located approximately 18 miles from the Town. RDU is a major international airport. Approximately 14.2 million passengers enplaned or deplaned in calendar year 2019 as compared to 12.8 million passengers in 2018. RDU has two parallel runways of 10,000 feet and 7,500 feet, and a cross-wind general aviation runway of 3,500 feet. An air cargo complex houses five cargo carriers. Two passenger terminals provide a total of 45 aircraft gates. During the fiscal year ended June 30, 2023 (through the period ending March 31, 2023) a total of 12,485,243 passengers were processed at RDU. The Town has no financial responsibility for the airport, which is operated by the Raleigh-Durham Airport Authority.

Medical Services. On November 1, 2021, UNC-Rex Healthcare completed construction of a new seven-story, 230,000 square foot UNC REX Healthcare Hospital along N.C. 55, just a few blocks from downtown Holly Springs. The hospital offers 50 inpatient beds, an emergency department, labor and delivery, a surgery center, diagnostic imaging and a pharmacy. The hospital is adjacent to the 80,000 square foot UNC REX medical office building, which was constructed in 2017.

UNC REX Healthcare's presence in the Town is complimented by two other well-known healthcare providers in the region, Duke Health and WakeMed. Duke Health's medical facility off N.C. 55 provides residents with ample high-quality services, including sports medicine, physical therapy, occupational therapy, optometry, imaging and diagnostics, pediatrics, urgent care, and women's health. WakeMed Health also offers world class medical services in the Town. Local services include behavioral health, dermatology, vaccination and chronic disease management.

Parks and Recreation. The Parks and Recreation Department provides an array of parks, facilities and programs for the growing Holly Springs community. The Town maintains six major parks, a nature center, a cultural center, a recreation center, athletic fields, a multi-sports stadium and more than 12 miles of greenway trails.

The Town offers nearly 310 acres of developed parkland and just over 300 acres of open space and future parkland. Included in this inventory is the centrally located Parish Womble Park (45 acres) with lighted baseball and softball fields, synthetic turf soccer fields, a multi-age playground, picnic shelter, outdoor amphitheater, and sand volleyball courts.

Veterans Park and Jones Park are two neighborhood parks (10 acres and 20 acres, respectively) that are accessible for adjacent residential developments via greenway trails. As the name suggests, Veterans Park features the War on Terror Memorial and a memorial tribute. The park includes a picnic shelter, restrooms, pond with accessible fishing pier, fitness stations, playground, and loop walking trail. Jones Park has a baseball field, disc golf course and walking trails.

Bass Lake Park is one of the most frequently visited parks in the Town with an 80-acre lake, two miles of natural surface walking trails, accessible fishing pier, boat rentals, picnic shelter, and indoor retreat center. The retreat center is often used for nature programs and community rentals for events such as weddings, meetings and other social activities.

Adjacent to Bass Lake Park is Sugg Farm Park, a 110-acre former farm property protected from development by a conservation easement overseen by the Triangle Land Conservancy. Because of the large and open nature of this land, the Town uses Sugg Farm to host many of its large special events, including the annual Independence Day celebration and HollyFest, an annual community festival that attracts thousands of visitors each year. The Town recently opened a new restroom facility and its first off-leash dog area in this park.

In 2012, the Town purchased a 35-acre site located between Main Street and N.C. 55. Known as Ting Park, this land was developed into a premier sports and entertainment venue featuring an 1,800 seat, multi-sport stadium. The stadium hosts a variety of sports and entertainment events and is home to the Holly Springs Salamanders, a summer collegiate baseball team.

Hundreds of programs, youth and adult sport leagues, live performances, and services for senior citizens are provided at the two indoor recreation and cultural facilities in the Town, the W.E. Hunt Recreation Center and the Holly Springs Cultural Center. The Hunt Center houses a gymnasium, walking track, fitness center, game room, group exercise rooms, several multi-purpose classrooms, small kitchen, outdoor fenced play area and staff offices.

The Cultural Center shares its building with the Wake County Holly Springs Branch Library. The Cultural Center features a 180-seat community theatre, programming rooms and outdoor stage. The outdoor space at the Cultural Center hosts the year round, award-winning Farmers Market.

The Town offers approximately twelve miles of paved greenway trails. Several of the greenways connect to desired destinations, including shopping and employment centers. The Town recently updated its Parks, Recreation and Greenways Master Plan that has identified priority corridors to increase connectivity. In the near future, the Town will construct the 2-mile Arbor Creek/Middle Creek greenway from Sunset Lake Road to Holly Springs Road. This greenway section will connect to the Town of Apex's Middle Creek greenway, allowing for a regional link between the two municipalities.

In addition, the Town is entering the first phase of a new 56-acre park. This park site will help meet equity goals as the first town park west of N.C. 55 in one of the fastest growing areas of the Town. The park site is conveniently located across the street from Holly Springs High School. The Town recently hired a landscape and engineering consultant to develop the master plan for the park and design the first phase of construction.

Public Service Enterprises. The Town owns and operates a water distribution system, a sanitary sewer collection system, a reclaimed water distribution system and a wastewater treatment plant. The Town's water system serves 16,102 accounts.

Water System. Prior to the mid-1990's, the Town's drinking water was provided solely by community wells. Today, the Town's water system can supply 10 million gallons per day ("MGD") of potable water to its residents and businesses. At present, the Town purchases its drinking water from Harnett County. The Town also has 2.2 MGD of allocated capacity from Jordan Lake, which is not currently utilized by the Town due to accessibility requirements. In the event the Town requires access to this allocation in the future, they will undertake the necessary arrangements and improvements to make the water accessible.

The Town's drinking water, obtained from the Cape Fear River, is treated at the Harnett Regional Water Treatment Plant in Lillington and is transported through a 36-inch pipe from Harnett County to the Town's distribution system. Additionally, the Town's water distribution system is directly interconnected with the Town of Cary and the Town of Apex. During an emergency, water sourced from Jordan Lake and treated at the Cary/Apex Water Treatment Facility can be piped into the Town via a 16-inch transmission line along Holly Springs Road, as well as a 12-inch transmission line along NC Highway 55. These transmission lines can supply up to 4.5 MGD. The Town's three elevated water storage tanks can store a total of 2.3 MGD.

The Town has entered into an interlocal agreement (the "WFF Expansion ILA") with the Town of Fuquay-Varina and the City of Sanford (collectively, the "Participating Municipalities") providing for the expansion of the City of Sanford's Water Filtration Facility (the "WFF") from 12 MGD to 30 MGD (the "WFF Expansion Project"). Pursuant to the terms of the WFF Expansion ILA, the Town and the Participating Municipalities will share the costs associated with the WFF Expansion Project and the costs associated with the ongoing operation and maintenance of the WFF as expanded. Upon completion of the WFF Expansion Project, the Town and the Participating Municipalities will jointly own the WFF, which will provide the Town with an additional 4.00 MGD upon completion of the expansion project and the related transmission lines. It is anticipated that this expansion will be completed by December 2028.

The Town's water distribution system currently consists of approximately 237 miles of water lines. The number of water meters served directly by the Town is approximately 17,000. The Town's water demand continues to increase annually by approximately 0.20 MGD to 0.40 MGD due to economic, commercial, and residential development. As a result of the WFF Expansion Project, the Town is expected to have sufficient capacity to meet water demand through the year 2070.

Sanitary Sewer. The Town currently provides wastewater treatment to approximately 16,028 customer accounts. The Town owns and operates its wastewater collection and treatment system, which includes approximately 259 miles of pipe and 21 wastewater lift stations that convey flows to a central Holly Springs Utley Creek Water Reclamation Facility (the "WRF"). All homes within the Town's jurisdiction are served by public wastewater, and all new developments must tie into the Town's wastewater system if service is available in the area. The Town-owned and operated WRF facility presently has a total treatment capacity of 6.0 MGD, and in 2023, it treated approximately 3.1 MGD. The Town has a permit to expand the WRF's treatment capacity up to 8.0 MGD. The WRF is an activated sludge plant that discharges into Utley Creek, which is in the Cape Fear River Basin. The 6.0 MGD WRF will serve an estimated population of up to approximately 65,000 (depending on the mix of residential and non-residential users). As growth occurs in areas outside the tributary areas of the WRF and the Town's existing pumping stations, the Town's Long Range Wastewater Plan provides that regional pumping stations will serve those areas. Proposed pump stations will be initiated and funded by private development, with the possibility of some Town participation for oversizing to meet larger basin needs. The Town plans to limit discharge from the WRF through the use of reclaimed water. After the expansion of the WRF, the WRF will be able to treat 8.0 MGD of wastewater. The Town anticipates issuing revenue bonds to pay the costs of the WRF expansion in the fiscal year ending June 30, 2026.

Reclaimed Water. The Town currently provides reclaimed water to approximately 1,412 customers for irrigation and industrial uses. This is a new system and customers are rapidly increasing.

Other Services. The Town's zoning ordinances are adopted by the Council and administered by the Development Services Department. In addition, the Council appoints Town citizens to the Planning Board, which functions in an advisory role in zoning and land use matters.

The Town provides police and fire protection services to the community. The Town and Wake County jointly provide emergency medical services to residents.

The Town contracts with GFL (formerly Waste Industries), Inc. for the collection and disposal of residential solid waste and curbside recycling. The current contract extends through June 30, 2029. The Town is responsible for the collection and disposal of yard waste, leaves and other debris.

Electric service in the Town is provided by Duke Energy and natural gas service is provided by Dominion Energy.

Debt Information

Legal Debt Limit. In accordance with the provisions of the State Constitution and The Local Government Bond Act, as amended, allowing for the issuance of all presently authorized bonds, including those being offered by this Official Statement, the Town has the statutory capacity to incur additional net general obligation debt in the approximate amount of \$379,633,513 as of June 30, 2024. For a summary of certain constitutional, statutory and administrative provisions governing or relating to the incurrence of debt by units of local government of the State, see Appendix B.

Outstanding General Obligation Debt.

	<u>Principal Outstanding as of</u>			
General Obligation Bonds	June 30, 2021	June 30, 2022	June 30, 2023	June 30, 2024
Parks and Recreation	\$16,960,000	\$7,600,010	\$7,200,009	\$6,800,009
Streets	22,000,000	20,899,990	19,799,991	18,699,991
Refunding ¹	<u>8,690,000</u>	<u>14,565,000</u>	<u>13,480,000</u>	<u>12,445,000</u>
Total	\$47,650,000	\$43,065,000	\$40,480,000	\$37,945,000

¹ Represents Water and Sewer General Obligation Bonds. Such bonds are secured by the full faith and credit of the Town. The Town, however, services the debt service on such bonds from the revenues of the Town's water and sewer system.

General Obligation Debt Ratios

<u>At June 30</u>	<u>Total GO Debt</u>	<u>Assessed Valuation</u>	<u>Total GO Debt to Assessed Valuation</u>	<u>Population¹</u>	<u>Total GO Debt Per Capita</u>
2020	\$18,745,000	\$5,040,821,555	\$0.37	41,267	\$ 454.24
2021	47,650,000	6,357,812,619	0.75	41,267 ¹	1,154.68
2022	43,065,000	6,877,188,093	0.63	41,267 ¹	1043.57
2023	40,480,000	6,889,177,983 ²	0.59	46,052	879.01
2024	37,945,000	7,499,563,102	0.51	46,052 ²	823.96

¹ Estimates of North Carolina Office of State Budget and Management.

² For purposes of this table, the 2023 population is used.

General Obligation Debt Service Requirements.

The following table sets forth the debt service requirements for the Town's outstanding General Obligation Bonds:

	<u>Payable from General Fund</u>		<u>Payable from Enterprise Funds</u>	
<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>
2025	\$ 2,037,169	\$1,114,437	\$ 522,831	\$ 237,913
2026	2,047,304	1,017,950	532,696	217,000
2027	2,097,980	921,058	582,020	195,692
2028-2032	10,492,435	3,116,917	2,912,565	624,783
2033-2037	9,132,316	1,159,967	1,587,684	92,433
2038-2041	<u>6,000,000</u>	<u>300,000</u>	=	=
Totals	<u>\$31,807,204</u>	<u>\$7,630,329</u>	<u>\$6,137,796</u>	<u>\$1,367,821</u>

General Obligation Bonds Authorized and Unissued.

<u>Purpose</u>	<u>Date Approved</u>	<u>Authorized and Unissued</u>
Transportation	11/06/2018	\$ 18,000,000
Refunding	1/21/2021	\$2,935,000
Parks and Recreation	11/07/2023	\$100,000,000

General Obligation Debt Information for Overlapping Unit as of June 30, 2023.

<u>Unit</u>	<u>2023 Population</u> ¹	<u>Assessed Valuation</u>	<u>Tax Rate Per \$100</u>	<u>Bonds Authorized and Unissued</u> ²	<u>Total GO Debt</u>	<u>Total GO Debt Per Capita</u>
Wake County	1,175,021	\$199,411,591,982	\$0.6195	\$1,183,815,000	\$1,732,037,329 ²	\$1,482

¹U.S. Census Bureau.

²Does not include hospital revenue bonds or refunded bonds.

Other Long-Term Commitments. As of June 30, 2024, the Town has payments due under installment financing agreements, secured by financed facilities and subject to annual appropriation, as follows:

	<u>Payable from General Fund</u>		<u>Payable from Enterprise Funds</u>	
<u>Fiscal Year</u>	<u>Total Principal</u>	<u>Total Interest</u>	<u>Total Principal</u>	<u>Total Interest</u>
2025	\$1,443,941	\$76,639	\$1,244,394	\$155,068
2026	1,345,857	49,369	1,158,350	131,823
2027	777,526	23,175	1,071,437	109,449
2028-2032	830,589	18,224	3,661,659	232,185
2033-2037	--	--	<u>753,099</u>	<u>24,990</u>
Totals	<u>\$4,397,913</u>	<u>\$167,407</u>	<u>\$7,888,939</u>	<u>\$653,515</u>

As of June 30, 2024, the Town has payments due under limited obligation bonds secured by financed facilities and subject to annual appropriation, as follows:

<u>Fiscal Year</u>	<u>Total Principal</u>	<u>Total Interest</u>
2025	\$ 2,085,000	\$1,030,600
2026	2,085,000	937,100
2027	2,085,000	843,600
2028-2032	10,425,000	2,743,888
2033-2037	6,380,000	972,713
2038-2041	<u>4,300,000</u>	<u>247,250</u>
Totals	<u>\$27,360,000</u>	<u>\$6,775,151</u>

As of June 30, 2024, the Town has payments due under revenue bonds secured by and payable from revenues from the Town's water and sewer system as follows:

<u>Fiscal Year</u>	<u>Total Principal</u>	<u>Total Interest</u>
2025	\$1,703,288	\$104,405
2026	1,761,935	79,580
2027	1,822,975	53,926

2028-2032	<u>1,885,942</u>	<u>27,408</u>
Totals	\$7,174,141	\$265,319

On July 30, 2024, the Town issued revenue bonds in the aggregate principal amount of \$66,865,000 to acquire its portion of the WFF from the City of Sanford.

Debt Outlook. The Town anticipates issuing a series of revenue bonds to be issued in the fiscal year ending June 30, 2026, in the estimated amount of \$105,000,000 and PAYGO sourcing from other available funds of the Town. The Town has remaining authorized and unissued general obligation bonds in the amount of \$18,000,000 for transportation projects which it expects to issue within the next year. In the winter of 2025, the Town also anticipates issuing additional limited obligation bonds in the estimated amount of \$100,000,000 for the purpose of financing of a new 56-acre park, the first west of N.C. 55, in one of the fastest growing areas of the community. The park will include a 100,000 square foot, multi-generational recreation center. The center will feature 4 gymnasiums, a fitness center, adventure track, meeting rooms, e-sports center, indoor playground, café and meeting rooms. The park will also include a splash pad; playground; pickleball, volleyball, and basketball courts; multipurpose turf fields; skatepark; greenway; and picnic shelters.

The Town has a five-year capital improvement program which is updated on an annual basis and serves as the basis for determining debt issuance. The program is part of the Town's annual budget planning process where costs and needs are re-evaluated. The Town regularly examines the condition of its general infrastructure, continues to be interested in strengthening its downtown community and considers on an ongoing basis other public service need. These projects can be financed by the Town through the issuance of additional debt, including general obligation bonds, limited obligation bonds and installment financing agreements. The Town also analyzes refunding opportunities on an ongoing basis and based on market conditions, could refund additional portions of its outstanding bonds for savings and restructuring of its debt portfolio.

Tax Information

General Information.

	Fiscal Year Ended or Ending June 30, 2025			
	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025³</u>
Assessed Valuation:				
Assessment Ratio ¹	100%	100%	100%	100%
Real Property	\$6,632,043,898	\$6,560,382,386	\$6,993,054,697	\$11,590,223,002
Personal Property	226,080,494	308,621,197	459,357,710	607,214,125
Public Service	<u>19,063,701</u>	<u>20,174,400</u>	<u>47,150,695</u>	<u>0</u>
Companies ²				
Total Assessed Valuation	\$6,877,188,093	\$6,889,177,983	\$7,499,563,102	\$12,197,437,127
Tax Rate per \$100	0.4216	0.4216	0.4216	0.3435
Levy	\$29,067,539	\$29,037,705	\$31,451,893	\$41,904,740

¹Percentage of assessed value has been established by statute.

²Valuation of railroads, telephone companies and other utilities as determined by North Carolina Property Tax Commission.

³ Estimated.

Note: The revaluation of real property became effective with the 2024 tax levy for the fiscal year ending June 30, 2025. The County currently revalues real property every four years.

Tax Collections.

<u>Fiscal Year</u> <u>Ended June 30</u>	<u>Prior Years'</u> <u>Levies Collected</u>	<u>Current Year's</u> <u>Total Levey Collected</u>	<u>Percentage of</u> <u>Current Year's</u> <u>Total Levy Collected</u>
2020	\$155,577	\$24,239,724	99.7%
2021	34,755	26,788,216	99.8
2022	52,005	29,008,092	99.8
2023	136,170	29,025,656	99.9
2024	96,399	31,607,223	99.9

Ten Largest Taxpayers for Fiscal Year Ended June 30, 2023¹

<u>Name</u>	<u>Type of Enterprise</u>	<u>Assessed</u> <u>Valuation</u>	<u>Percentage of</u> <u>Assessed Valuation</u>
Seqirus Inc.	Pharmaceuticals	\$543,521,203	7.88%
KRG New Hill Place LLC	Commercial Property Owner	70,525,708	1.0
The Villages at Pecan Grove	Residential	55,996,684	0.8
Myers Exchange Holly Springs LP	Residential	50,428,497	0.7
Scrap Iron LLC	Apartment	47,913,147	0.6
MSS Apartments LLC	Rental Property	34,466,415	0.5
Holly Springs Owner LLC	Apartment	34,394,707	0.4
Duke University Health Systems	Healthcare	18,313,560	0.2
Hanson Aggregates Carolina Inc.	Retail Business	17,094,083	0.2
Wal-Mart	Retail Business	16,506,006	0.2

¹Latest information available from Wake County Tax Administration

2024-25 Budget Commentary

For the fiscal year 2023-2024 budget, the Town's adopted property tax rate remained consistent with past years. The General Fund amended budget for fiscal year 2023-2024 was \$54,384,413 and focused on funding for staff investments, enhanced parks and recreation programming activities, simplifying customer service, modernizing yard waste collection, maintaining premier levels of public safety, and reducing stormwater related flooding. Based on unaudited information for the fiscal year ended June 30, 2024, the Town expects that revenues and other financing sources will exceed expenditures and other financing uses. Expenditures as of June 30, 2024 are estimated at 84% of the approved amended budget for the year. Ad valorem tax collections remain consistent at 6% growth from June 30, 2023 to June 30, 2024, and revenues are expected to exceed budget. Tax collections for the year ending June 30, 2025 have been budgeted conservatively at 98%. Additionally, sales tax revenue is estimated to meet budgeted revenues of \$14,570,000. General Fund balance is estimated to increase in excess of approximately \$4 million based on better than anticipated sales tax revenue and high ad valorem tax collections in adherence with the Town's target of maintaining a minimum unassigned General Fund balance of 20% to 25%.

2024-25 Budget Outlook

The fiscal year 2024-2025 budget continues to build on the Town's strong financial position and positive economic and population growth. The adopted tax rate was lowered to \$0.3435 from \$0.4216 as part of the Wake County property revaluation. The Town anticipates a significant increase in property taxes at approximately 20% and continued growth in sales tax and other major revenues.

The budget works to achieve three key elements: 1) secures the Town's future water supply and wastewater treatment capacity, 2) invests in a healthy and active community, and 3) strengthens the Town's emergency preparedness and capabilities to quickly respond to emergency 9-1-1 calls. Additionally, the budget seeks to advance the Mayor and Town Council's strategic priority areas of responsible and balanced growth; economic prosperity and diversity; engaged, healthy, and active community; organizational excellence; and creating a safe and friendly community.

Cybersecurity

The Town, like other public and private entities, faces multiple cybersecurity threats including, but not limited to hacking, phishing, viruses, malware and other attacks on its computing and other digital networks and systems. These threats could result in adverse consequences to the Town, including but not limited to, operational disruption and misappropriation of assets or information. The Town has implemented multiple operational safeguards and cybersecurity procedures. However, no assurance can be given that such measures will protect against, or mitigate the impact of, the financial or operational damages that could result from a cybersecurity attack.

The Town has taken proactive steps to strengthen its security platforms, including next generation firewalls and antivirus, security training and random testing, maintaining all application updates and patches, among other best practices. A recent security assessment was conducted for the Town, which found the Town to be in a positive security posture. The Town continuously invests in security measures and plans strategically to protect itself and mitigate against cyber incidents. Of course, there is no solution that is fool proof related to prevention of cyber incidents; however, the Town feels it has done what is necessary to mitigate disruption of operations and to protect itself against financial losses

Pension Plans

The Town participates in the North Carolina Local Governmental Employees' Retirement System and the Supplemental Retirement Income Plan of North Carolina.

North Carolina Local Governmental Employees' Retirement System — The North Carolina Local Governmental Employees' Retirement System is a service agency administered through a board of trustees by the State for public employees of counties, cities, boards, commissions and other similar governmental entities. While the State Treasurer is the custodian of system funds, administrative costs are borne by the participating employer governmental entities. The State makes no contributions to the system.

The system provides, on a uniform system-wide basis, retirement and, at each employer's option, death benefits from contributions made by employers and employees. Employee members contribute six percent of their individual compensation. Each new employer makes a normal contribution plus, where applicable, a contribution to fund any accrued liability over a 24-year period. The normal contribution rate, uniform for all employers, for 2023-24 was 12.85% of eligible payroll for general employees and 14.10% of eligible payroll for law enforcement officers. The normal contribution rate, uniform for all employers, for 2024-25 is 13.60% of eligible payroll for general employees and 15.10% of eligible payroll for law enforcement officers. The accrued liability contribution rate is determined separately for each employer and covers the liability of the employer for benefits based on employees' service rendered prior to the date the employer joins the system.

Members qualify for a vested deferred benefit at age 50 with at least 20 years of creditable service; at age 60 after at least five years of creditable service to the unit of local government. Unreduced benefits are available: at age 65, with at least five years of service; at age 60, with at least 25 years of creditable service; or after 30 years of creditable service, regardless of age. Benefit

payments are computed by taking an average of the annual compensation for the four consecutive years of membership service yielding the highest average. This average is then adjusted by a percentage formula, by a total years of service factor, and by an age service factor if the individual is not eligible for unreduced benefits.

Contributions to the system are determined on an actuarial basis.

For information concerning the Town's participation in the North Carolina Local Governmental Employees' Retirement System and the Supplemental Retirement Income Plan of North Carolina see the Notes to the Town's Audited Financial Statements in Appendix D.

Financial statements and required supplementary information for the North Carolina Local Governmental Employees' Retirement System are included in the Annual Comprehensive Financial Report for the State. Please refer to the State's Annual Comprehensive Financial Report for additional information.

Other Post-Employment Benefits

The Town provides post-employment health care benefits to retirees of the Town up to the age of 65, provided an employee participated in the North Carolina Local Government Retirement System and meets the Town's years of creditable service requirements. This benefit is provided by permitting the employee to continue to participate in the Town's health insurance plan, if hired prior to June 30, 2022. After a minimum of 20 years of service with the Town, the Town pays 50% of the employee's individual health care insurance premium. Between 25 and 29 years of service, the Town pays 75%. After 30 years of service, the Town pays 100%. Employees hired on or after July 1, 2022 will no longer be eligible for the Town's group post-employment health insurance. Employees will continue to be eligible for COBRA coverage.

In accordance with GASB 45, the Town commissioned and received an actuarial study concerning this post-employment benefit. The Town's actuarial study for the fiscal year ended June 30, 2023 estimated the Town's annual required contributions for actuarial full funding at approximately \$628,522 per year. The Town has so far funded this benefit on a pay-as-you-go basis; the actual amount spent for this benefit in the Town's fiscal year ended June 30, 2024 was approximately \$55,491.

The Town is a member of the North Carolina Department of State Treasurer's Ancillary Governmental Participant Investment Program (AGPIP). This was setup to establish a trust fund which will be used to report resources for the purpose of paying post-employment benefits, other than pensions, for which the Town is liable. To date the Town has set aside \$650,000 for this purpose, with a planned annual contribution to be made in subsequent years.

Contingent Liabilities

The Town is not aware of any litigation or other contingent liabilities which it expects would adversely and materially affect the Town's ability to meet its financial obligations.

CONTINUING DISCLOSURE

In a resolution adopted by the Town, the Town has undertaken, in accordance with Rule 15c2-12 (“Rule 15c2-12”) promulgated by the Securities and Exchange Commission for the benefit of the beneficial owners of the Bonds, to provide to the Municipal Securities Rulemaking Board (“MSRB”), the following:

- (a) by not later than seven months from the end of each fiscal year of the Town, beginning with the fiscal year ending June 30, 2025, audited financial statements of the Town for such fiscal year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or, if such audited financial statements of the Town are not available by seven months from the end of such fiscal year, unaudited financial statements of the Town for such fiscal year to be replaced subsequently by audited financial statements of the Town to be delivered within 15 days after such audited financial statements become available for distribution;
- (b) by not later than seven months from the end of each fiscal year of the Town, beginning with the fiscal year ending June 30, 2025, (i) the financial and statistical data as of a date not earlier than the end of the preceding fiscal year for the type of information included under heading “The Town - Debt Information” and “Tax Information” in this Official Statement (excluding any information on overlapping or underlying units) and (ii) the combined budget of the Town for the current fiscal year, to the extent such items are not included in the audited financial statements referred to in (a) above;
- (c) in a timely manner, not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:
 - (1) principal and interest payment delinquencies;
 - (2) non-payment related defaults;
 - (3) unscheduled draws on debt service reserves reflecting financial difficulties;
 - (4) unscheduled draws on credit enhancements reflecting financial difficulties;
 - (5) substitution of credit or liquidity providers, or their failure to perform;
 - (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
 - (7) modification to rights of the beneficial owners of the Bonds; if material;
 - (8) Bond calls other than mandatory sinking fund redemptions, if material, and tender offers;
 - (9) defeasance of any of the Bonds;
 - (10) release, substitution or sale of any property securing repayment of the Bonds;
 - (11) rating changes;
 - (12) bankruptcy, insolvency, receivership or similar events of the Town;

- (13) the consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 - (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
 - (15) incurrence of a financial obligation (as defined below) of the Town, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Town, any of which affect beneficial owners of the Bonds, if material; and
 - (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the Town, any of which reflect financial difficulties; and
- (d) in a timely manner, notice of a failure of the Town to provide required annual financial information described in (a) or (b) above on or before the date specified.

The Town shall provide the documents referred to above to the MSRB in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

“Financial obligation” means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either clause (a) or (b). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

At present, Section 159-34 of the General Statutes of North Carolina requires the Town’s financial statements to be prepared in accordance with generally accepted accounting principles and to be audited in accordance with generally accepted auditing standards.

The resolution adopted by the Town will also provide that if the Town fails to comply with the undertaking described above, any beneficial owner of the Bonds then outstanding may take action to protect and enforce the rights of all beneficial owners with respect to such undertaking, including an action for specific performance; provided, however, that failure to comply with such undertaking shall not be an event of default and shall not result in any acceleration of payment of the Bonds. All actions shall be instituted, had and maintained in the manner provided in this paragraph for the benefit of all beneficial owners of the Bonds.

Pursuant to such resolution, the Town will reserve the right to modify from time to time the information to be provided to the extent necessary or appropriate in the judgment of the Town, provided that:

- (a) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Town;
- (b) the information to be provided, as modified, would have complied with the requirements of Rule 15c2-12 as of the date of this Official Statement, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any changes in circumstances; and

- (c) any such modification does not materially impair the interests of the registered owners or the beneficial owners, as determined either by parties unaffiliated with the Town (such as bond counsel), or by the approving vote of the registered owners of a majority in principal amount of the Bonds then outstanding pursuant to the terms of such resolution, as it may be amended from time to time, at the time of the amendment.

Any annual financial information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The undertaking described above will terminate upon payment, or provision having been made for payment in a manner consistent with Rule 15c2-12, in full of the principal of and interest on all of the Bonds.

The Town has not failed to provide any information required to be provided by any undertaking previously made by the Town pursuant to the requirements of Rule 15c2-12.

APPROVAL OF LEGAL PROCEEDINGS

Certain legal matters incident to the authorization and issuance of the Bonds are subject to the approval of Parker Poe Adams & Bernstein LLP, Raleigh, North Carolina, Bond Counsel, whose approving legal opinion will be available at the time of the delivery of the Bonds. The proposed form of such opinion is attached hereto as Appendix E.

TAX TREATMENT

General

On the date of the issuance of the Bonds, Parker Poe Adams & Bernstein LLP, Raleigh, North Carolina ("*Bond Counsel*"), will render an opinion that, under existing law (1) assuming compliance by the Town with certain provisions of the Internal Revenue Code of 1986, as amended (the "*Code*"), (a) interest on the Bonds is excludable from gross income for federal income tax purposes and (b) is not an item of tax preference for purposes of the federal alternative minimum tax and (2) interest on the Bonds is exempt from State of North Carolina income taxation.

The Code imposes various restrictions, conditions and requirements relating to the exclusion of interest on obligations, such as the Bonds, from gross income for federal income tax purposes, including, but not limited to, the requirement that the Town rebate certain excess earnings on proceeds and amounts treated as proceeds of the Bonds to the United States Treasury, restrictions on the investment of such proceeds and other amounts, and restrictions on the ownership and use of the facilities financed or refinanced with proceeds of the Bonds. The foregoing is not intended to be an exhaustive listing of the post-issuance tax compliance requirements of the Code, but is illustrative of the requirements that must be satisfied by the Town subsequent to issuance of the Bonds to maintain the excludability of the interest on the Bonds from gross income for federal income tax purposes. Bond Counsel's opinion is given in reliance on certifications by representatives of the Town as to certain facts material to the opinion and the requirements of the Code.

The Town has covenanted to comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that the interest on the Bonds be, or continue to be, excludable from gross income for federal income tax purposes. The opinion of Bond Counsel assumes compliance by the Town with such covenants, and Bond Counsel has not been retained to monitor compliance by the Town with such covenants subsequent to the date of issuance of the Bonds. Failure

to comply with certain of such requirements may cause the interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of the issuance of the Bonds. No other opinion is expressed by Bond Counsel regarding the federal tax consequences of the ownership of or the receipt or accrual of interest with respect to the Bonds.

If the interest on the Bonds subsequently becomes included in gross income for federal income tax purposes due to a failure by the Town to comply with any requirements described above, the Bond Resolution does not require the Town to redeem the Bonds or to pay any additional interest or penalty.

The Internal Revenue Service has established an ongoing program to audit tax-exempt obligations to determine whether interest on such obligations is includible in gross income for federal income tax purposes. Bond Counsel cannot predict whether the Internal Revenue Service will commence an audit of the Bonds. Prospective purchasers and owners of the Bonds are advised that, if the Internal Revenue Service does audit the Bonds, under current Internal Revenue Service procedures, at least during the early stages of an audit, the Internal Revenue Service will treat the Town as the taxpayer, and the owners of the Bonds may have limited rights, if any, to participate in such audit. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Prospective purchasers of the Bonds should be aware that ownership of the Bonds and the accrual or receipt of interest on the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property or casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain Subchapter S Corporations with “*excess net passive income*,” foreign corporations subject to the branch profits tax, life insurance companies and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry the Bonds. Bond Counsel does not express any opinion as to any such collateral tax consequences. Prospective purchasers of the Bonds should consult their own tax advisors as to the collateral tax consequences.

Proposed legislation is considered from time to time by the United States Congress that, if enacted, would affect the tax consequences of owning the Bonds. No assurance can be given that any future legislation, or clarifications or amendments to the Code, if enacted into law, will not contain provisions which could cause the interest on the Bonds to be subject directly or indirectly to federal or State of North Carolina income taxation, adversely affect the market price or marketability of the Bonds or otherwise prevent the owners of the Bonds from realizing the full current benefit of the status of the interest on the Bonds.

Bond Counsel’s opinion is based on existing law, which is subject to change. Such opinion is further based on factual representations made to Bond Counsel as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Bond Counsel’s attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel’s opinion is not a guarantee of a particular result, and is not binding on the Internal Revenue Service or the courts; rather, such opinion represents Bond Counsel’s professional judgment based on its review of existing law, and in reliance on the representations and covenants that Bond Counsel deems relevant to such opinion. Bond Counsel’s opinion expresses the professional judgment of the attorneys rendering the opinion regarding the legal issues expressly addressed therein. By rendering its opinion, Bond Counsel does not become an insurer or guarantor of the result indicated by that expression of professional judgment, of the transaction on which the opinion is rendered, or of the future performance of the Town, nor does the rendering of such opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Original Issue Discount. As indicated on the inside cover page, the Bonds maturing on February 1, 20__ to ____ (the “OID Bonds”), are being sold at initial offering prices which are less than the principal amount payable at maturity. Under the Code, the difference between (a) the initial offering prices to the public (excluding bond houses and brokers) at which a substantial amount of each maturity of the OID Bonds is sold and (b) the principal amount payable at maturity of such OID Bonds, constitutes original issue discount treated as interest which will be excluded from the gross income of the owners of such OID Bonds for federal income tax purposes.

In the case of an owner of an OID Bond, the amount of original issue discount on such OID Bond is treated as having accrued daily over the term of such OID Bond on the basis of a constant yield compounded at the end of each accrual period and is added to the owner’s cost basis of such OID Bond in determining, for federal income tax purposes, the gain or loss upon the sale, redemption or other disposition of such OID Bond (including its sale, redemption or payment at maturity). Amounts received upon the sale, redemption or other disposition of an OID Bond which are attributable to accrued original issue discount on such OID Bonds will be treated as interest exempt from gross income, rather than as a taxable gain, for federal income tax purposes, and will not be a specific item of tax preference for purposes of the federal alternative minimum tax. However, it should be noted that the original issue discount that accrues to an owner of an OID Bond may result in other collateral federal income tax consequences for certain taxpayers in the year of accrual.

Original issue discount is treated as compounding semiannually at a rate determined by reference to the yield to maturity of each individual OID Bond. The amount treated as original issue discount on an OID Bond for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such OID Bond (determined by compounding at the close of each accrual period) and (ii) the amount which would have been the tax basis of such OID Bond at the beginning of the particular accrual period if held by the original purchaser, less (b) the amount of interest payable on such OID Bond during the particular accrual period. The tax basis is determined by adding to the initial public offering price on such OID Bond the sum of the amounts which have been treated as original issue discount for such purposes during all prior accrual periods. If an OID Bond is sold between semiannual compounding dates, original issue discount which would have accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

The Code contains additional provisions relating to the accrual of original issue discount in the case of owners of the OID Bonds who subsequently purchase any OID Bonds after the initial offering or at a price different from the initial offering price during the initial offering of the Bonds. Owners of OID Bonds should consult their own tax advisors with respect to the precise determination for federal and state income tax purposes of the amount of original issue discount accrued upon the sale, redemption or other disposition of an OID Bond as of any date and with respect to other federal, state and local tax consequences of owning and disposing of an OID Bond. It is possible that under the applicable provisions governing the determination of state or local taxes, accrued original issue discount on an OID Bond may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment attributable to such original issue discount until a later year.

Original Issue Premium. As indicated on the inside cover page, the Bonds maturing on February 1, 20__ to ____ (the “Premium Bonds”), are being sold at initial offering prices which are in excess of the principal amount payable at maturity. The difference between (a) the initial offering prices to the public (excluding bond houses and brokers) at which a substantial amount of the Premium Bonds is sold and (b) the principal amount payable at maturity of such Premium Bonds constitutes original issue premium, which original issue premium is not deductible for federal income tax purposes. In the case of an owner of a Premium Bond, however, the amount of the original issue premium which is treated as having accrued over the term of such Premium Bond is reduced from the owner’s cost basis of such Premium Bond in determining, for federal income tax purposes, the taxable

gain or loss upon the sale, redemption or other disposition of such Premium Bond (whether upon its sale, redemption or payment at maturity). Owners of Premium Bonds should consult their tax advisors with respect to the determination, for federal income tax purposes, of the “adjusted basis” of such Premium Bonds upon any sale or disposition and with respect to any state or local tax consequences of owning a Premium Bond.

INVESTMENT CONSIDERATION

Under North Carolina law, a local governmental unit may not file for bankruptcy protection without the consent of the Commission. If bankruptcy proceedings were initiated by the Town with the consent of the Commission, the bankruptcy proceedings could have adverse effects on owners of the Bonds, including (a) delay in enforcement of their remedies, (b) subordination of their claims to claims of those supplying goods and services to the Town after the initiation of bankruptcy proceedings and to the administrative expenses of bankruptcy proceedings and (c) imposition without their consent of a plan of reorganization reducing or delaying payment of the Bonds. The effect of the provisions of the United States Bankruptcy Code on the rights and remedies of the owners of the Bonds cannot be predicted and may be affected significantly by judicial interpretation, general principles of equity (regardless of whether considered in a proceeding in equity or at law) and considerations of public policy.

In addition to its consent to bankruptcy filings by local government units, North Carolina law vests authority in the Commission to intervene in the financial affairs, including taking full control of the financial affairs, of local government units, including the Town, if the unit defaults, or in the opinion of the Commission will default, on a future debt service payment if financial policies and practices are not improved.

RATINGS

Moody’s Investors Service and S&P Global Ratings have given the Bonds ratings of ____ and ____ respectively. Those ratings reflect only the respective views of such organizations, and an explanation of the significance of such ratings may be obtained only from the respective organization providing such rating. Certain information and materials not included in the Official Statement were furnished to such organizations. There is no assurance that such ratings will remain in effect for any given period of time or that any or all will not be revised downward or withdrawn entirely. Any downward revision or withdrawal of a rating may have an adverse effect on the market prices of the Bonds.

FINANCIAL ADVISOR

DEC Associates, Inc., Charlotte, North Carolina, has acted as financial advisor to the Town in connection with the issuance of the Bonds.

UNDERWRITING

The underwriters for the Bonds are _____.¹

The underwriters for the Bonds have jointly and severally agreed, subject to certain conditions, to purchase all but not less than all of the Bonds. If all of the Bonds are sold at the public offering yields set forth on the inside cover page of this Official Statement, the underwriters anticipate total underwriters’ discount of \$_____.¹ The public offering prices or yields of the Bonds may be changed from time to time by the underwriters.

¹Information provided by the underwriters of the Bonds.

MISCELLANEOUS

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact.

References herein to the State Constitution and legislative enactments are only brief outlines of certain provisions thereof and do not purport to summarize or describe all provisions thereof.

The execution of this Official Statement has been duly authorized by the Commission and the Town Council of the Town.

LOCAL GOVERNMENT COMMISSION OF NORTH CAROLINA

By

Jennifer Wimmer
Deputy Secretary of the Commission

TOWN OF HOLLY SPRINGS, NORTH CAROLINA

By

Sean Mayefskie
Mayor

By

Randy Harrington
Town Manager

By

Tina Stroupe
Finance Director



Resolution No. 25-03

Date Adopted: January 21, 2025

Effective Date: January 21, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$68,000,000 GENERAL OBLIGATION BONDS, SERIES 2025 OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA

EXTRACT FROM MINUTES OF THE TOWN COUNCIL

A regular meeting of the Town Council of the Town of Holly Springs, North Carolina, was duly held on January 21, 2025 at 7:00 p.m. in the Town Hall Council Chambers, 128 South Main Street, Holly Springs, North Carolina. Mayor Sean Mayefskie presiding.

The following Council Members were present:

The following Council Members were absent:

Council Member _____ introduced the following resolution (the “*Resolution*”), a copy of which had been provided to each Council Member:

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$68,000,000 GENERAL OBLIGATION BONDS, SERIES 2025 OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA

WHEREAS, the Bond Orders (as defined below) have been adopted, and it is desirable to provide for the issuance of the 2025 Bonds (as defined below) authorized by the Bond Orders;

WHEREAS, the Town of Holly Springs, North Carolina (the “*Town*”) desires to issue its General Obligation Bonds, Series 2025 (the “*Bonds*”) for the purposes described herein and to request that the Local Government Commission of North Carolina (the “*Commission*”) sell the 2025 Bonds through a competitive sale to the bidder whose bid results in the lowest interest cost to the Town;

WHEREAS, copies of the forms of the following documents relating to the transactions described above have been filed with the Town and have been made available to the Town Council:

1. the Notice of Sale with respect to the 2025 Bonds (the “*Notice of Sale*”); and

2. the Preliminary Official Statement with respect to the 2025 Bonds (the “*Preliminary Official Statement*”).

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town (the “*Town Council*”) as follows:

Section 1. For purposes of this Resolution, the following words have the meanings ascribed to them below:

“*Authorized Officers*” means, individually and collectively, the Mayor, the Town Manager, the Finance Director, and the Town Clerk, including anyone serving as such in an interim capacity, or any of their respective designees.

“*Bond Orders*” means (a) the Parks and Recreation Bond Order and (b) the Transportation Bond Order.

“*Bonds*” means the Town’s General Obligation Bonds, Series 2025, authorized under the Bond Orders.

“*Code*” means the Internal Revenue Code of 1986, as amended. Each reference to the Code or to a section of the Code herein will be deemed to include the United States Treasury Regulations proposed or in effect with respect thereto.

“*Commission*” means the Local Government Commission of North Carolina.

“*Federal Securities*” means, to the extent permitted by the General Statutes of North Carolina, as amended:

(a) direct obligations of the United States of America for the timely payment of which the full faith and credit of the United States of America is pledged;

(b) obligations issued by any agency controlled or supervised by and acting as an instrumentality of the United States of America, the timely payment of the principal of and interest on which is fully guaranteed as full faith and credit obligations of the United States of America (including any securities described in (a) or (b) issued or held in the name of the trustee in book-entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held in the name of a trustee and are not subject to redemption or purchase prior to maturity at the option of anyone other than the holder;

(c) any bonds or other obligations of the State of North Carolina or of any agency, instrumentality or local governmental unit of the State of North Carolina which are (i) not callable prior to maturity or (ii) as to which irrevocable instructions have been given to the trustee or escrow agent with respect to such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified, and which, if the bonds are rated by Moody’s, S&P, or Fitch, are rated within their highest respective rating categories, and which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) or (b) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate;

(d) direct evidences of ownership of proportionate interests in future interest and principal payments on specified obligations described in (a) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to

proceed directly and individually against the obligor on the underlying obligations described in (a), and which underlying obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated; or

(e) any other obligations permitted under the laws of the State of North Carolina for the defeasance of local government bonds.

“*Finance Director*” means the Town’s Finance Director or any successor to the function of the Town’s statutory finance officer.

“*Fiscal Year*” means a twelve-month period commencing on the first day of July of any year and ending on the 30th day of June of the succeeding year, or such other twelve-month period which may subsequently be adopted as the Fiscal Year of the Town.

“*Fitch Ratings*” means Fitch Ratings Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation for any reason no longer performs the functions of a securities rating agency, “*Fitch Ratings*” will refer to any other nationally recognized securities rating agency other than Moody’s and S&P designated by the Town.

“*Moody’s*” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, “*Moody’s*” will be deemed to refer to any other nationally recognized rating agency other than S&P and Fitch Ratings designated by the Town.

“*Parks and Recreation Bond Order*” means the bond order authorizing the issuance of up to \$100,000,000 General Obligation Parks and Recreation Bonds of the Town of Holly Springs, North Carolina adopted by the Town Council on June 20, 2023 and approved by the voters on November 7, 2023 at a referendum duly called and held.

“*Parks and Recreation Projects*” means acquiring, constructing, renovating and improving parks and recreation facilities and greenways, including related offsite public infrastructure development and the acquisition of any necessary furnishing and equipment, land, rights-of-way and easements in land required therefor, as described in the Parks and Recreation Bond Order.

“*Pricing Certificate*” means the certificate of the Finance Director delivered in connection with the issuance of the 2025 Bonds which establishes certain final provisions with respect to the 2025 Bonds, including, but not limited to, the final principal amounts, final maturity dates, final interest payment dates, deposits of the proceeds of the 2025 Bonds, and redemption provisions of the 2025 Bonds, to the extent not otherwise provided for or different from the provisions provided herein.

“*Projects*” means, collectively, the Parks and Recreation Projects and the Transportation Projects.

“*S&P*” means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, “*S&P*” will be deemed to refer to any other nationally recognized rating agency other than Moody’s and Fitch Ratings designated by the Town.

“*Tax Certificate*” means the Tax Certificate executed by the Town related to the 2025 Bonds.

“*Transportation Bond Order*” means the bond order authorizing the issuance of up to \$40,000,000 General Obligation Transportation Bonds of the Town of Holly Springs, North Carolina adopted by the Town Council on August 7, 2018 and approved by the voters on November 6, 2018 at a referendum duly called and held.

“Transportation Projects” means providing transportation improvements and paying related costs as described in the Transportation Bond Order.

Section 2. The Town shall issue not to exceed \$68,000,000 in total aggregate principal amount of the 2025 Bonds. The final principal amounts of the 2025 Bonds will be set forth in the Pricing Certificate.

Section 3. The 2025 Bonds shall be dated as of their date of issuance. The 2025 Bonds shall pay interest semiannually on February 1 and August 1 of each year, unless the Finance Director establishes different dates in the Pricing Certificate. The 2025 Bonds are being issued to (1) finance the Projects pursuant to and in accordance with the Bond Orders and (2) pay the costs of issuing the 2025 Bonds.

Section 4. The Town Council has ascertained and determines that the average period of usefulness of the Projects is not less than 40 years computed from the date of issuance of the Bonds.

Section 5. The 2025 Bonds are payable in annual installments on February 1 in each year, unless the Finance Director establishes different dates in the Pricing Certificate. The maturities of the 2025 Bonds will be as set forth in the Pricing Certificate.

Section 6. The 2025 Bonds are to be numbered from “R-1” consecutively and upward and shall bear interest from their date at a rate or rates which will be hereafter determined on the sale thereof computed on the basis of a 360-day year of twelve 30-day months.

Section 7. The 2025 Bonds are to be registered as to principal and interest, and the Finance Director is directed to maintain the registration records with respect thereto. The 2025 Bonds shall bear the original or facsimile signatures of the Mayor or the Town Manager and the Town Clerk. An original or facsimile of the seal of the Town is to be imprinted on each of the 2025 Bonds.

Section 8. The 2025 Bonds will initially be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity will be issued to The Depository Trust Company, New York, New York (“DTC”), and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the 2025 Bonds in principal amounts of \$5,000 or integral multiples thereof, with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. Interest on the 2025 Bonds will be payable to DTC or its nominee as registered owner of the 2025 Bonds in immediately available funds. The principal of and interest on the 2025 Bonds will be payable to owners of Bonds shown on the records of DTC at the close of business on the 15th day of the month preceding an interest payment date or a bond payment date. The Town will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the 2025 Bonds or (b) the Finance Director determines that the continuation of the book-entry system of evidence and transfer of ownership of the 2025 Bonds would adversely affect the interests of the beneficial owners of the 2025 Bonds, the Town will discontinue the book-entry system with DTC. If the Town fails to identify another qualified securities depository to replace DTC, the Town will authenticate and deliver replacement bonds in accordance with DTC’s rules and procedures.

Section 9. If the Pricing Certificate designates a date for the 2025 Bonds on and after which the 2025 Bonds are subject to redemption, then such 2025 Bonds are subject to redemption before maturity, at the option of the Town, from any money that may be made available for such purpose, either in whole or in part on any date on or after the date set forth in the Pricing Certificate, at the principal amount of the 2025 Bonds to be redeemed,

together with interest accrued thereon to the date fixed for redemption, with such redemption premium, if any, designated for the 2025 Bonds in the Pricing Certificate.

If the 2025 Bonds are subject to optional redemption and if less than all the 2025 Bonds are called for redemption, the Town shall select the maturity or maturities of the 2025 Bonds to be redeemed in such manner as the Town in its discretion may determine, and DTC and its participants shall determine which 2025 Bonds within a maturity are to be redeemed in accordance with its rules and procedures; *provided, however*, that the portion of any 2025 Bond to be redeemed must be in principal amount of \$5,000 or integral multiples thereof and that, in selecting 2025 Bonds for redemption, each 2025 Bond is to be considered as representing that number of 2025 Bonds which is obtained by dividing the principal amount of such 2025 Bond by \$5,000.

When the Town elects to redeem any 2025 Bonds, notice of such redemption of such 2025 Bonds, stating the redemption date, redemption price, any conditions to the redemption and identifying the 2025 Bonds or portions thereof to be redeemed and further stating that on such redemption date there are due and payable on each 2025 Bond or portion thereof so to be redeemed, the principal thereof and interest accrued to the redemption date and that from and after such date interest thereon shall cease to accrue, is to be given not less than 30 days nor more than 60 days before the redemption date in writing to DTC or its nominee as the registered owner of such 2025 Bonds, by prepaid certified or registered United States mail (or by such other means as may be permitted by DTC's rules and procedures), at the address provided to the Town by DTC, but any failure or defect in respect of such mailing will not affect the validity of the redemption. If DTC, or its nominee, is not the registered owner of such 2025 Bonds, the Town will give notice at the time set forth above by prepaid first class United States mail, to the then-registered owners of such 2025 Bonds or portions thereof to be redeemed at the last address shown on the registration books kept by the Town. The Town will also mail or transmit by facsimile or electronic submission a copy of the notice of redemption within the time set forth above (1) to the Commission and (2) to the Municipal Securities Rulemaking Board (the "MSRB") through the Electronic Municipal Market Access ("EMMA") system or other electronic format as prescribed by the MSRB, but any failure or defect in respect thereto will not affect the validity of the redemption.

Notwithstanding the foregoing, (1) if notice is properly given, the failure to receive an appropriate notice shall not affect the validity of the proceedings for such redemption, (2) the failure to give any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of the 2025 Bonds or portions thereof with respect to which notice was correctly given, and (3) the failure to give any such notice to the Commission or the MSRB, or any defect therein, shall not affect the validity of any proceedings for the redemption of the 2025 Bonds.

Any notice mailed as provided in this Section is conclusively presumed to have been duly given, whether or not the registered owner thereof receives the notice.

In the case of an optional redemption of the 2025 Bonds, the redemption notice may state that (1) it is conditioned upon the deposit of money on the redemption date at the time and in an amount equal to the amount necessary to effect the redemption and such notice will be of no effect unless such money is so deposited, and (2) the Town retains the right to rescind the redemption notice on or prior to the scheduled redemption date, and such notice and optional redemption shall be of no effect if such money is not so deposited or if the notice is rescinded as described below.

Any scheduled redemption of 2025 Bonds or portions thereof may be rescinded in whole or in part at any time prior to the redemption date if the Town delivers written notice of such rescission to the affected owners of the 2025 Bonds. Any 2025 Bonds where redemption has been rescinded shall remain outstanding, and the rescission shall not constitute an event of default. Further, the failure of the Town to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Town shall give immediate notice

to the affected owners of the 2025 Bonds that the redemption did not occur and that the 2025 Bonds called for redemption and not so paid remain outstanding.

The 2025 Bonds may be sold as term bonds and, if so, will be subject to mandatory sinking fund redemption as set forth in the Pricing Certificate.

Section 10. The 2025 Bonds and the provisions for the registration of the 2025 Bonds and for the approval of the 2025 Bonds by the Secretary of the Local Government Commission are to be in substantially the form set forth in the Appendix A hereto, the terms of which may be changed by the Pricing Certificate.

Section 11. The Town covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income of the recipient thereof for federal income tax purposes of the interest on the 2025 Bonds, and, if it should take or permit, or omit to take or cause to be taken, any such action, the Town will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof. The Town acknowledges that the continued exclusion of interest on the 2025 Bonds from the owner's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. The Town covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the 2025 Bonds or other funds under its control be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the 2025 Bonds to be "*arbitrage bonds*" for purposes of Section 148 of the Code. The Finance Director is authorized to execute a Tax Certificate.

Section 12. The Finance Director is directed to create and establish a special fund to be designated the "*Town of Holly Springs, North Carolina General Obligation Bonds, Series 2025 Project Fund*" (the "*Project Fund*"). The Finance Director shall deposit the proceeds from the sale of the 2025 Bonds in the Project Fund to pay costs related to the Projects, all as more specifically provided in the Pricing Certificate.

The Finance Director shall invest and reinvest money held in the Project Fund as permitted by the laws of the State of North Carolina. The Finance Director shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom so as to satisfy the requirements of the laws of the State of North Carolina. The Finance Director will consult with its bond counsel regarding the disposition of any money remaining in the Project Fund after completion of the Projects and, if so permitted by the Code, such amount may be used for any lawful purpose.

Section 13. Actions taken by officials of the Town to select paying and transfer agents, and a bond registrar, or alternate or successor agents and registrars pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, as amended, are authorized and approved.

Section 14. The Commission is requested to sell the 2025 Bonds through a competitive sale to the bidder whose bid results in the lowest interest cost to the Town, determined on the basis of the true interest cost method, or such other method as the Commission may determine.

Section 15. The Authorized Officers are each authorized, empowered and directed to cause the 2025 Bonds to be prepared and, when they shall have been duly sold by the Commission, to execute the 2025 Bonds and to turn the 2025 Bonds over to the registrar and transfer agent of the Town, if any, for delivery through the facilities of DTC to the purchaser or purchasers to whom they may be sold by the Commission.

Section 16. The form and content of the Notice of Sale and the Preliminary Official Statement are in all respects authorized, approved and confirmed, and the Town Manager and Finance Director are authorized, empowered and directed, individually and collectively, to deliver the Notice of Sale and the Preliminary Official

Statement, and the related final Official Statement (the “*Official Statement*”), in substantially the form and content presented to the Town Council, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, the delivery thereof to constitute conclusive evidence of the Town Council’s approval of any and all such changes, modifications, additions or deletions therein.

Section 17. The Authorized Officers are authorized, empowered and directed to execute and deliver for and on behalf of the Town any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated hereinabove or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution. All actions previously taken by any of the Authorized Officers, or their designees or those officers of the Town authorized to act on their behalf, related to the 2025 Bonds and the proceedings therefor are ratified and approved. Any provision in this Resolution that authorizes more than one officer of the Town to take certain actions shall be read to permit such officers to take the authorized actions either individually or collectively.

Section 18. The Town agrees, in accordance with Rule 15c2-12 (the “*Rule*”) promulgated by the Securities and Exchange Commission (the “*SEC*”) and for the benefit of the registered owners and beneficial owners of the 2025 Bonds, to provide to the MSRB:

(a) by not later than seven months after the end of each Fiscal Year, beginning with the Fiscal Year ending June 30, 2025, the audited financial statements of the Town for such Fiscal Year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or if such audited financial statements are not then available, unaudited financial statements of the Town for such Fiscal Year to be replaced subsequently by audited financial statements of the Town to be delivered within 15 days after such audited financial statements become available for distribution;

(b) by not later than seven months after the end of each Fiscal Year, beginning with the Fiscal Year ending June 30, 2025, (i) the financial and statistical data as of a date not earlier than the end of the preceding Fiscal Year for the type of information included in the Official Statement within the tables under the captions “**THE TOWN—DEBT INFORMATION**” and “**TAX INFORMATION**” (excluding information on overlapping and underlying units) and (ii) the combined budget of the Town for the current Fiscal Year, to the extent such items are not included in the audited financial statements referred to in clause (a) above;

(c) in a timely manner not in excess of 10 business days after the occurrence of the event, notice of any of the following events with respect to the 2025 Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on the debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on any credit enhancements reflecting financial difficulties;
- (5) substitution of any credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-

TEB) or other material notices or determinations with respect to the tax status of the 2025 Bonds or other material events affecting the tax status of the 2025 Bonds;

(7) modification of the rights of the beneficial owners of the 2025 Bonds, if material;

(8) call of any of the 2025 Bonds, other than mandatory sinking fund redemptions, if material, and tender offers;

(9) defeasance of any of the 2025 Bonds;

(10) release, substitution or sale of any property securing repayment of the 2025 Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the Town;

(13) the consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material;

(14) the appointment of a successor or additional trustee, or the change in the name of a trustee, if material;

(15) incurrence of a financial obligation of the Town, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Town, any of which affect security holders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Town, any of which reflect financial difficulties; and

(d) in a timely manner, notice of a failure of the Town to provide required annual financial information described in (a) or (b) above on or before the date specified.

For purposes of this undertaking, “*financial obligation*” means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either clause (a) or (b) above. The term “*financial obligation*” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent the Rule.

The Town agrees to provide all documents described in this Section in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB. The Town may discharge its undertaking described above by providing such information in a manner the SEC subsequently authorizes in lieu of the manner described above.

The Town agrees that its undertaking under this Section is intended to be for the benefit of the registered owners and the beneficial owners of the 2025 Bonds and is enforceable by any of the registered owners and the beneficial owners of the 2025 Bonds then outstanding, including an action for specific performance of the Town’s

obligations under this Section, but a failure to comply will not be an event of default and will not result in acceleration of the payment of the 2025 Bonds. An action must be instituted, had and maintained in the manner provided in this Section for the benefit of all of the registered owners and beneficial owners of the 2025 Bonds.

The Town may modify from time to time, consistent with the Rule, the information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Town, but:

(1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Town;

(2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of the Official Statement, after taking into account any amendments or interpretations of the Rule as well as any changes in circumstances; and

(3) any such modification does not materially impair the interest of the registered owners or the beneficial owners, as determined by nationally recognized bond counsel or by the approving vote of the registered owners of a majority in principal amount of the 2025 Bonds then outstanding.

Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest on the 2025 Bonds.

Section 19. Portions of this Resolution may be amended or supplemented from time to time without the consent of the registered owner of the 2025 Bonds if, in the opinion of nationally recognized bond counsel, such amendment or supplement would not adversely affect the interests of the owner of the 2025 Bonds and would not cause the interest on the 2025 Bonds to be included in the gross income of a recipient thereof for federal income tax purposes. This Resolution may be amended or supplemented with the consent of the owners of a majority in aggregate principal amount of the outstanding 2025 Bonds, exclusive of 2025 Bonds, if any, owned by the Town; *provided, however*, without the express consent of the owner of any 2025 Bond, no modification or amendment to such 2025 Bond may reduce the principal amount of such 2025 Bond, reduce the interest rate payable on such 2025 Bond, extend its maturity or the times for paying interest, change the monetary medium in which principal and interest is payable or reduce the percentage of consent required for amendment or modification; *provided further*, that any amendment to Section 18 of this Resolution must be limited as described therein.

Any act done pursuant to a modification or amendment consented to by the owner of the 2025 Bonds is binding on the owner of the 2025 Bonds and will not be deemed an infringement of any of the provisions of this Resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent has been given, the owner of the 2025 Bonds shall have no right or interest to object to the action, to question its propriety or to enjoin or restrain the Town from taking any action pursuant to a modification or amendment.

If the Town proposes an amendment or supplemental resolution to this Resolution requiring the consent of an owner of the 2025 Bonds, the registrar for the 2025 Bonds shall, on being satisfactorily indemnified with respect to expenses, cause notice of the proposed amendment to be sent to such owner by first-class mail, postage prepaid, to the address of such owner as it appears on the registration books; but the failure to receive such notice by mailing by any owner, or any defect in the mailing thereof, will not affect the validity of any proceedings pursuant hereto.

Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the designated office of the registrar for the 2025 Bonds for inspection by the owner of the 2025 Bonds. If, within 60 days or such longer period as shall be prescribed by the Town following the giving of such notice, the owner of a majority in aggregate principal amount of such 2025 Bonds then outstanding have consented to the proposed amendment, the amendment will be effective as of the date stated in the notice.

Section 20. Nothing in this Resolution precludes the payment of the 2025 Bonds from the proceeds of refunding bonds or any legally available funds.

If the Town causes to be paid, or has made provisions to pay, on maturity or on redemption before maturity, to the owners of the 2025 Bonds the principal of the 2025 Bonds (including interest to become due thereon) and, premium, if any, on the 2025 Bonds, through setting aside trust funds or setting apart in a reserve fund or special trust account created pursuant to this Resolution or otherwise, or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account with an escrow agent or otherwise, money sufficient therefor, including, but not limited to, interest earned or to be earned on Federal Securities, then such 2025 Bonds shall be considered to have been discharged and satisfied, and the principal of the 2025 Bonds (including premium, if any, and interest thereon) shall no longer be deemed to be outstanding and unpaid; provided, however, that nothing in this Resolution requires the deposit of more than such Federal Securities as may be sufficient, taking into account both the principal amount of such Federal Securities and the interest to become due thereon, to implement any such defeasance.

If such a defeasance occurs and after the Town receives an opinion of a nationally recognized verification firm that the segregated money or Federal Securities together with interest earnings thereon are sufficient to effect a defeasance, the Town shall execute and deliver all such instruments as may be necessary to effect such a defeasance and desirable to evidence such release, discharge and satisfaction. Provisions shall be made by the Town, for the mailing of a notice to the owners of the 2025 Bonds that such money is so available for such payment.

Section 21. All acts and doings of the Authorized Officers that are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the 2025 Bonds are in all respects ratified, approved and confirmed.

Section 22. If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions hereof or of the 2025 Bonds authorized hereunder.

Section 23. All resolutions or parts thereof of the Town Council in conflict with the provisions herein contained are, to the extent of such conflict, superseded and repealed.

Section 24. This Resolution is effective on its adoption.

On motion duly made and seconded, the foregoing resolution entitled “**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$68,000,000 GENERAL OBLIGATION BONDS, SERIES 2025 OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA**” was duly adopted by the following vote:

AYES:

NAYS:

Town of Holly Springs by

ATTEST:

Sean Mayefskie, Mayor

Linda C. McKinney, Town Clerk



STATE OF NORTH CAROLINA)
) **SS:**
COUNTY OF WAKE)

I, LINDA C. MCKINNEY, Town Clerk of the Town of Holly Springs, North Carolina, ***DO HEREBY CERTIFY*** the attached to be a true and correct copy of a Resolution entitled “**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$68,000,000 GENERAL OBLIGATION BONDS, SERIES 2025 OF THE TOWN OF HOLLY SPRINGS, NORTH CAROLINA**” adopted by the Town Council of the Town of Holly Springs, North Carolina, at a meeting held on the 21st day of January, 2025.

WITNESS my hand and the corporate seal of the Town of Holly Springs, North Carolina, this the 21st day of January, 2025.

Linda C. McKinney
Town Clerk
Town of Holly Springs, North Carolina



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Consent Agenda

Title: Development Plan 18-DP-15-A01 Expiration Extension Request for Wegmans

Strategic Priority Area: Growth Management & Economic Vitality

Staff Resource: Sean Ryan, Development Services

Action(s):

- Grant the third, of an allowable four, 6-month extension for 18-DP-15-A01 for Wegmans to extend the expiration date from February 15, 2025 to August 15, 2025, as requested by Wegmans.

Explanation:

- Wegmans has requested to extend the approval of their Development Plan. Wegmans is a supermarket serving communities with 110+ stores and over 53,000 employees. The planned supermarket will be located south of Ralph Stephens Road on Wildwood Farm Way.
- According to the letter submitted with the request, Wegmans anticipates construction in mid-to-late 2026.
- Approval of this extension will set the new expiration date at August 15, 2025.
- If approved, one additional 6-month extensions may be granted by the Town Council.
- If approved, Wegmans expects to request the final extension before being able to submit Civil Construction Drawings.
- The first extension was granted February 20, 2024 and the second July 16, 2024.

Background:

- Wegmans was approved by Development Plan with Lowe's Home Improvement on April 16, 2019.
- At the time of plan approval, the project was subject to the 2002 Unified Development Ordinance (UDO) standards for plan expiration. In accordance with 2002 UDO Section 9.05, D, Development Plans are valid for 18 months and may receive an extension in time to submit construction drawings in 6 month increments, not to exceed a total of 2 years by the Town Council for good cause shown.
- Lowe's Home Improvement received a Certificate of Occupancy on July 15, 2022, which would normally be the date used to determine the 18 months of plan validity.
- The North Carolina General Assembly extended Development Plan approvals that were valid as of September 2, 2020, to a date 150 days following the rescission of the Governors Executive Order 116 (Declares a state of emergency to coordinate response and protective actions to prevent the spread of COVID-19). Executive Order 116 was rescinded on August 15, 2022, and plans were required to remain valid until January 12, 2023.
- The Wegmans approval has remained valid during the 150-day period past August 15,

Town Council Business Meeting
January 21, 2025

2022.

- The 18 months of plan validity from August 15, 2022, permitted by the 2002 UDO expired on February 15, 2024.

Funding Source(s):

N/A

Attachment(s):

1. Wegmans Site Plan Approval 3rd 6-Month Extension Request - 12.20.24 w_Signature

WEGMANS FOOD MARKETS, INC.
DEVELOPMENT DEPARTMENT
1500 BROOKS AVENUE, BOX 844
ROCHESTER, NEW YORK 14603-0844

ARTHUR P. PIRES
PROJECT MANAGER
WEGMANS DEVELOPMENT GROUP

Phone: (585) 720-5791
Email: art.pires@wegmans.com

Town of Holly Springs
128 S. Main Street
Holly Springs, NC 27540

20 December 2024

ATTN: Mr. Chris Hill
Development Service Director

RE: Wegmans Site Plan Approval 3rd **6-Month Extension Request**

Dear Director Hill:

Please accept this letter as Wegmans' 3rd **6-Month Extension Request** for Wegmans' town approved Site Plan; the request of which is submitted with consideration of both our company's controlled-growth philosophy and current lease obligations.

Regarding the question of the store's construction start date, we are currently targeting a mid to late 2026 project start.

Trusting that the above information satisfies the submission requirements of the town, we respectfully request that this **Extension Request** be heard by the Town Council at its January 21, 2025 meeting.

Thank you.

Sincerely,



Arthur Pires

PS: Please note that the requisite \$100.00 Extension Request fee will follow shortly under separate cover.

Cc: Sean Ryan, AICP / Planning Division Manager
File



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Consent Agenda

Title: Sanford Water Filtration Facility - Granular Activated Carbon (GAC) Loan and Principal Forgiveness Funding Offer

Strategic Priority Area: Community Safety
Growth Management & Economic Vitality

Staff Resource: Rachel Ingham, Utilities and Infrastructure

Action(s):

Adopt and approve the following for partnership in the Sanford Water Filtration Facility (SWFF) - Granular Activated Carbon (GAC) Facility project:

- Approve the North Carolina Department of Environmental Quality Division of Water Infrastructure (NC DEQ DWI) Funding Offer and Acceptance package.
- Adopt Ordinance 25-01 to establish the SWFF-GAC Facility project.
- Adopt Resolution 25-01 to accept the funding offer for:
 - \$2,021,926 from the State Revolving Fund - Repayable Loan, and
 - \$5,000,000 from the Bipartisan Infrastructure Law Drinking Water State Revolving Fund - Emerging Contaminant (BIL DWSRF - EC Fund) - Principal Forgiveness.

Explanation:

- The City of Sanford, the Town of Holly Springs, the Town of Fuquay-Varina, and the Town of Pittsboro have broken ground on the expansion of the Sanford Water Filtration Facility (SWFF) from 12 million gallons per day (MGD) to 30 MGD project.
- A Granular Activated Carbon (GAC) facility is being installed, as part of the SWFF project, to remove Per- and Polyfluorinated substances (PFAS) from drinking water in advance of the United States Environmental Protection Agency's (US EPA) National Primary Drinking Water Regulation for PFAS.
- For compliance with the new regulations, funding was available to help implement PFAS treatment at public water systems. The Town of Holly Springs applied for funding through the BIL DWSRF - EC Fund and was awarded a combination of low interest repayable loan and principal forgiveness (Project No. SRF-D-2062 & SRF-EC-0019).
- There is a 2% closing fee on both the loan and principal forgiveness amounts, totaling \$140,438.
- The low interest loan has a 2.03% per annum interest rate with a maximum loan term of 20 years.
- The latest cost breakdown for Holly Springs' portion of the Sanford WFF project is:
 - Holly Springs portion - Total: \$81,930,132 (without SRF loans and forgiven)
 - Holly Springs portion - Total: \$64,953,200 (with Appropriations, SRF loans, and forgiven applied)

Background:

Town Council Business Meeting
January 21, 2025

- The Town's portion of the Sanford WFF partnership project has been previously approved in the Town's Community Investment Plan.
- An Interlocal Agreement (ILA) for the Expansion of the Sanford WFF and a Construction Management Agreement between the City of Sanford, the Town of Holly Springs, the Town of Fuquay-Varina, and the Town of Pittsboro were approved by Town Council on July 18, 2023.
- Construction of the Granular Activated Carbon (GAC) contract is projected to start on June 1, 2025 and to last approximately 2 years.
- Of the total partnership costs, Holly Springs' portion of the GAC facility and associated infrastructure was estimated to be \$7,021,926. The loan and principal forgiveness will cover the entire cost of Holly Springs' portion of the GAC facilities.

Funding Source(s):

Community Investment Plan

Attachment(s):

1. Finalized Holly_Springs_SRF-D-2062SRF-EC-0019_Funding_Package
2. Ordinance 25-01_Sanford WFF GAC Facilities Capital Project Ordinance
3. Resolution 25-01_Accept Grant Offer_Sanford WFF GAC
4. Holly Springs 2023 Fall Sanford WFF GAC App_SIGNED

ROY COOPER

Governor

MARY PENNY KELLEY

Secretary

SHADI ESKAF

Director



November 20, 2024

Mr. Randy Harrington, Town Manager
Town of Holly Springs
P.O. Box 8
Holly Springs, North Carolina 27540

SUBJECT: Funding Offer
Project No. SRF-D-2062 & SRF-EC-0019
Sanford WFF – GAC Facility

Dear Mr. Harrington

The Town of Holly Springs has been approved for funding assistance according to the subject funding offer. This offer is made subject to the Assurances and Conditions attached to this document.

Upon your acceptance, please submit the items below via Laserfiche at the following link: <https://edocs.deq.nc.gov/Forms/DW-Document-Upload-Form>.

1. One (1) copy of the original Offer and Acceptance Document executed by the Authorized Representative for the project, along with the Conditions and Assurances. **Retain the other copy for your files.**
2. A resolution adopted by the governing body accepting the funding offer and making the applicable Conditions and Assurances contained therein. (Sample copy attached)
3. Federal Identification Number and Unique Entity ID Number of the Recipient (UEID required for federally funded projects)
4. Sales-Tax Certification (attached)

The Site Certification and a Capital Project Ordinance (or budget ordinance covering the project are due before disbursements begin.

Disbursement requests are to be submitted via Laserfiche at the following link: <https://edocs.deq.nc.gov/Forms/DW-Document-Upload-Form>. A reference copy of the



Disbursement Request Form (also found on the DWI website) has been enclosed for your convenience.

On behalf of the Department of Environmental Quality, I am pleased to make this funding offer. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this offer package, please contact Keith Krzywicki at keith.krzywicki@deq.nc.gov or 919-707-9184.

Sincerely,

DocuSigned by:
Stephanie Suter
ECDB3F178E434D9...

FOR Shadi Eskaf

Shadi Eskaf, Director
Division of Water Infrastructure, NCDEQ

Enclosures: Offer and Acceptance Document (two copies)
Assurances & Conditions
Federal ID and UEID Number Request Memo
Resolution to Accept Funding Offer (suggested format)
Sales-Tax Certification Form
Disbursement Request Form
Site Certification
Capital Project Ordinance (Sample)

cc: Randy Harrington, Town of Holly Springs, randy.harrington@hollyspringsnc.gov
Tim Devine, Hazen & Sawyer, tdevine@hazenandsawyer.com
Mark Hubbard (Via DocuSign)
Keith Krzywicki (Via DocuSign)
DWI Administrative Unit (Via DocuSign)
Carrie Shortt (Via DocuSign)
Teresa Tripp (Via DocuSign)
DEQ.DWL.FundingOffer@deq.nc.gov
FILE: SRF-D-2062 & SRF-EC 0019 Project File (COM_LOX)
Agreement ID#: 2000078229



STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

Town of Holly Springs
P.O. Box 8
Holly Springs, North Carolina 27540

Project Number(s): SRF-D-2062 & SRF-EC-0019

Assistance Listing Number: 66.468
Unique Entity ID Number: MP9LETMPMFF9

Funding Program

Drinking Water	☒	Additional Amount for	Previous Total	Total Offered
Stormwater	☐	Funding Increases		
Wastewater	☐			
State Revolving Fund-Repayable Loan	☒			\$2,021,926
BIL DWSRF – EC Fund- Principal Forgiveness	☒			\$5,000,000
State Reserve Loan	☐			
State Reserve Grant	☐			
State Reserve Earmark (S.L. 2023-134)*	☐			
American Rescue Plan Act - Choose an item.	☐			

Project Description:

Sanford WFF Expansion – GAC Facility

Total Financial Assistance Offer: **\$7,021,926**
Total Project Cost: \$51,327,000
Estimated Closing Fee**: \$140,438
For Loans
Interest Rate: 2.03% Per Annum
Maximum Loan Term: 20 Years

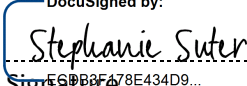
* Federal conditions and requirements will also apply to S.L. 2023-134 projects co-funded with federal funds.
** Estimated closing fee calculated based on grant and loan amount.

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **Shadi Eskaf, Director, Division of Water Infrastructure**
North Carolina Department of Environmental Quality

DocuSigned by:  Signature	FOR Shadi Eskaf	11/20/2024 Date
--	-----------------	--------------------

On Behalf of: Town of Holly Springs
Name of Representative in Resolution: Randy Harrington
Title (Type or Print): Town Manager

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the attached Assurances and the Standard Conditions.

Signature	Date
-----------	------

APPLICABLE STANDARD CONDITIONS*

Project Applicant: Holly Springs

Project Numbers: SRF-D-2062 & SRF-EC-0019

1. **Social Authorities:** Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act, The Age Discrimination Act of 1975, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, and Equal Employment Opportunity (Executive Order No 11246, as amended) which prohibits activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, religion, sex, sexual orientation, gender identity, or national origin.
2. **Environmental Authorities:** National Environmental Act, National Historic Preservation Act, Archeological and Historic Preservation Act, Protection of Wetlands, Flood Plain Management, Farmland Protection Policy Act, Coastal Zone Management Act, Coastal Barriers Resources Act, Wild and Scenic Rivers Act, Endangered Species Act, Essential Fish Habitat and the Safe Drinking Water Act applicability will be determined upon submittal of an Environmental Information Document (EID) during the Engineering Report review process.
3. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
4. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
5. Debarment and Suspension, Executive Order No. 12549: Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
6. The construction contract(s) requires the contractor to adhere to Davis Bacon and Related Acts Provisions and Procedures as listed in the Code of Federal Regulations Chapter 29 Part 5 Section 5 (29 CFR 5.5). Public Law pertaining to this is also enacted in Title 40, United States Code, Subtitle II Section 3141 through Section 3148.
7. As required by H.R. 3547, "Consolidated Appropriations Act, 2014" Section 436, Division G, Title IV, this project is subject to American Iron and Steel provisions. The State provides detailed requirements to be included in the construction contract specifications.
8. Section 603(d)(1)(E) of the Federal Water Pollution Control Act requires subject projects to develop and implement a Fiscal Sustainability Plan (FSP) for projects that involve the repair, replacement or expansion of publicly owned treatment works. Note that FSPs are not required for new treatment works. The certification provided must be submitted regarding compliance with this section of the Act.
9. Section 602(b)(14) of the Clean Water Act requires projects receiving CWSRF funding to comply with Federal engineering procurement guidelines. The State provides a certification form that must be completed prior to receiving funds for any engineering services covered under this funding offer.

10. Pursuant to 2 C.F.R. § 200.216, subrecipients cannot obligate SRF funds to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services (as described in Public Law 115-232, Section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

**Note: 1 does not require anything to be submitted. 8 and 9 apply to the CWSRF only. Details on all of these conditions can be found the EPA Cross-Cutter handbook.*

ASSURANCES

Project Applicant: Holly Springs

Project Numbers: SRF-D-2062 & SRF-EC-0019

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.
The recipient acknowledges that in the event a milestone contained in the most recent Clean Water State Revolving Fund Intended Use Plan and/or the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for SRF funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. As of the acceptance of this Funding Award Offer, steps A-D in the SRF Guidance will be complete. These Assurances, likewise, incorporate the most recent version of the SRF Guidance, and the Applicant hereby certifies by accepting this Funding Award Offer that it will adhere to the subsequent steps in the SRF Guidance document. The remaining steps generally govern project design, bidding, contracting, inspection, disbursements, closeout and repayment.
5. The Applicant will provide and maintain adequate engineering supervision and inspection.
6. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
7. All SRF funds loaned shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
8. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
9. The applicant acknowledges that loan funds contained in this Funding Offer require approval from the North Carolina Local Government Commission before they can be disbursed.

FEDERAL ID & Unique Entity ID # REQUEST MEMO

TO: All Loan and Grant Recipients

SUBJECT: Federal Identification Number

Please be advised that all local government units receiving grant or loan funds from the State of North Carolina must supply their Federal Identification Number to this office upon acceptance of your loan/grant offer. Therefore, please provide the information below and return to the Division via email at DEQ.DWI.FundingOffer@deq.nc.gov.

RECIPIENT:

Sanford WFF-GAC Facility

PROJECT NUMBER:

SRF-D-2062 & SRF-EC-0019

FEDERAL IDENTIFICATION NUMBER:

56-1143973

UNIQUE ENTITY ID:

MP9LETMPMFF9

(Suggested Format)

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

WHEREAS, the North Carolina Department of Environmental Quality has offered a (State Revolving Loan, State Grant, or State Bond Loan) in the amount of \$ _____ for the construction of (project description), and

WHEREAS, the (unit of government) intends to construct said project in accordance with the approved plans and specifications,

NOW, THEREFORE, BE IT RESOLVED BY THE (GOVERNING BODY) OF THE (UNIT OF GOVERNMENT):

That (unit of government) does hereby accept the (State Revolving Loan, Grant, or State Bond Loan) offer of \$ _____.

That the (unit of government) does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the (loan or grant) offer, Section II - Assurances will be adhered to.

That (name and title of authorized representative), and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That (unit of government) has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the (date adopted) at (place), North Carolina.

(Signature of Chief Executive Officer)

Date

SALES-TAX REIMBURSEMENT CERTIFICATION FORM
(FOR FUNDING PROGRAMS IN THE DIVISION OF WATER INFRASTRUCTURE)

Applicant: Town of Holly Springs

Project Number: SRF-D-2062 & SRF-EC-0019

☐ Check If Applicant is not a unit of government under North Carolina law

If Applicant noted above is a Unit of Government in North Carolina, check the applicable box below.

Sales Tax **IS** deducted in this scenario. Please show this on the disbursement requests.

☒ The construction contract was bid with sales taxes and the unit of government will request reimbursement from the DOR.

Sales Tax **IS NOT** deducted in either of these scenarios.

☐ The construction contract was bid with sales taxes and the unit of government will not request reimbursement from the DOR.

☐ The construction contract was bid without sales taxes

Randy Harrington
Town Manager

(Printed Name and Title of Authorized Representative)

(Signature of Authorized Representative)

(Date)

DISBURSEMENT REQUEST FORM

NC Division of Water Infrastructure

Funding Recipient: _____
DWI Project No. _____

Payment No. _____ Page No. _____
Period Covered From: _____ To: _____

CONSTRUCTION (Rename as appropriate)	Cumulative Cost to Date	Minus Ineligibles	Minus Overruns Not App'd By Change Order	Subtotal of Payable Cost	Minus Retainage on Payable Cost	Minus Cumulative Sales Tax	Other Adjustments (Other Funds e.g.)	Minus Previously Paid to Date	Requested For This Pay Request
Contract 1	\$1,200,000	(\$100,000)	(\$100,000)	\$1,000,000	(\$50,000)	(\$50,000)	(\$500,000)	(\$300,000)	\$100,000
Contract 2	\$505,000		(\$5,000)	\$500,000	(\$25,000)	(\$10,000)		(\$400,000)	\$65,000
Contract 3									
Contract 4									
Contract 5									
ENGINEERING (Rename as appropriate)	Cumulative Cost to Date						Other Adjustments (Other Funds e.g.)	Minus Previously Paid to Date	Requested For This Pay Request
Item 1	\$250,000							(\$250,000)	\$0
Item 2									
Item 3									
Item 4									
OTHER COSTS (Rename as Appropriate)	Cumulative Cost to Date						Other Adjustments (Other Funds e.g.)	Minus Previously Paid to Date	Requested For This Pay Request
Item 1									
Item 2									
Item 3									
PAY REQUEST TOTALS	Cumulative Cost to Date	Minus Ineligibles	Minus Overruns Not App'd By Change Order		Minus Retainage on Payable Cost	Minus Cumulative Sales Tax	Other Adjustments (Other Funds e.g.)	Minus Previously Paid to Date	Total Requested For This Pay Request
	\$1,955,000	(\$100,000)	(\$105,000)		(\$75,000)	(\$60,000)	(\$500,000)	(\$950,000)	\$165,000

Certification

- I certify that to the best of my knowledge and belief the incurred costs being requested for disbursement are in accordance with terms of the project and that this request represents the monies due which have not been previously received and that an inspection has been performed and all work is in accordance with the terms and conditions of the award.

- For applicable SRF projects, the project remains in compliance with Davis-Bacon and American Iron and Steel conditions or is the process of remediating noncompliance.

Grant Percentage for SRF Projects: %

You must check ONE of the boxes below or your payment will not be processed:

The funds requested above have already been paid to the respective vendors, consultants & contractors by the funding recipient ☐

OR

The funds requested above have not been paid to the respective vendors, consultants & contractors.

Funds received from the State will be disbursed to these entities within three (3) banking days. ☐

Type or Print Name and Title

Signature of Authorized Representative

Date

DWI comments

Instructions and notes on how to use this form

- Complete guidance for preparing disbursement requests can be found in section G.2. of the North Carolina SRF Program Overview and Guidance that was included with your Funding offer (applicable to State grants and loans too) .
- The form, as downloaded, is filled out with sample numbers. It is suggested that the sample be used as a reference (saved or printed).
- Please submit ONE COPY of this form and backup documents when requesting funds.
- Only the Authorized Representative can sign this form, unless declared otherwise in a resolution.
- Construction contract line item overruns and engineering contract overruns must have approved change orders or engineering amendments before those costs will be paid.



CERTIFICATION REGARDING UNIFORM RELOCATION
ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES
(URLAP) ACT OF 1970

Applicant: Town of Holly Springs
Project No.: SRF-D-2062 & SRF-EC-0019
Project Name: Sanford WFF-GAC Facility

Please check appropriate boxes:

✕ I certify that all real property (including easements) has been acquired or condemnation proceedings have been entered into for property thereby providing legal access for this project.
AND
✕ I certify to the best of my knowledge and belief that the acquisition of property specifically for the above referenced project is in compliance with the URLAP Act of 1970 (the Uniform Act). The acquisition either: ▢ Acquisition of real property did not result in the displacement of any person, business or farm operation. ▢ or relocation was involved in the land acquisition, the Federal Highway Administration (FHA) was contacted for technical assistance.
OR
▢ Compliance with the Uniform Act does not apply because the land and/or easements associated with the above referenced project were acquired prior to the inception of the project. Date land acquired: _____

I understand that a false statement on this certification may be grounds for rejection or termination of this loan.

Signature of Applicant's Authorized Representative or Attorney	Date
Randy Harrington	
Town Manager	
Typed Name and Title	

Capital Project Ordinance

Be it ORDAINED by the Governing Board of the (Town of Anywhere), 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 1: The Project authorized is the (construction/rehabilitation of a wastewater treatment/collection System) to be financed by (the sale of general obligation bonds/ARRA loan /federal loan/state loan / state grants and reserves).

Section 2: The officers of this unit are hereby directed to proceed with the capital project within the terms of the board resolution, loan documents and the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Engineering	\$ 120,000
Land	90,000
Construction	<u>1,440,000</u>
	<u>\$ 1,650,000</u>

Section 4: The following revenues are anticipated to be available to complete this project:

Federal/ARRA Loan	\$ 1,100,000
Proceeds from general Obligation Bonds	\$ 500,000
Transfer from Wastewater treatment capital Reserve	\$ <u>20,000</u>
	<u>\$ 1,650,000</u>

Section 5: The finance officer is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, the grant agreements, and federal regulations. The terms of the bond resolution also shall be met.

Section 5: Funds may be advanced from the General Fund for the purpose of making payments as due. Disbursement requests should be made to the grantor agency in an orderly and timely manner. Section

7: The finance officer is directed to report, on a quarterly basis, on the financial status of each project element in section 3 and on the total grant/loan revenues received or claimed.

Section 8: The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this board.

Section 9: Copies of this capital project ordinance shall be furnished to the clerk to the Governing Board, and to the Budget Officer and the Finance officer for direction in carrying out this project.

Duly adopted this __ day of _____ 201__.

Signature, (Authorized Rep)

(Seal)

Attest: _____
Signature (Town Clerk)



Ordinance No. 25-01

Date Submitted: January 21, 2025

Date Adopted: January 21, 2025

**CAPITAL PROJECT ORDINANCE
HOLLY SPRINGS, NORTH CAROLINA**

**SANFORD WATER FILTRATION FACILITY (WFF) – GAC FACILITY
PROJECT # SRF-D-2062 & SRF-EC-0019**

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 is the Sanford Water Filtration Facility (WFF) – GAC Facility (Project number SRF-D-2062 & SRF-EC-0019) to be financed by the State Revolving Fund – Repayable Loan, Bipartisan Infrastructure Law Drinking Water State Revolving Fund – Emerging Contaminant (BIL DWSRF-EC) Fund, utility reserves, and other utility fund revenue sources.

SECTION II: The officers of this unit are hereby directed to proceed with the capital project within the terms of the board resolution, grant documents, bond documents, and the budget contained herein.

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

Engineering	\$300,000
Construction	\$6,400,000
<u>Post-Bid Contingency</u>	<u>\$321,926</u>
Total	\$7,021,926

SECTION IV: The following revenues are anticipated to be available to complete this project:

State Revolving Fund-Repayable Loan	\$2,021,926
<u>BIL DWSRF – EC Fund-Principal Forgiveness</u>	<u>\$5,000,000</u>
Total	\$7,021,926

SECTION V: The finance officer is hereby directed to maintain within the capital project fund sufficient specific detailed accounting records to satisfy the requirements of the grantor agency, the grant agreements, and federal regulations. The terms of the bond resolution also shall be met.

SECTION VI: Funds may be advanced from the General Fund for the purpose of making payments as due. Disbursement requests should be made to the grantor agency in an orderly and timely manner.

SECTION VII: The finance officer is directed to report, on a quarterly basis, on the financial status of each project element in section 4 and on the total grant/bond revenues received or claimed.

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

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

The provisions of this ordinance shall become effective January 21, 2025, in accordance with the laws of the State of North Carolina.

Adopted this, the 21st day of January 2025.

Town of Holly Springs by

ATTEST:

Sean Mayefskie, Mayor

Linda McKinney, Town Clerk





Resolution No. 25-01

Date Adopted: January 21, 2025

Effective Date: January 21, 2025

**RESOLUTION BY GOVERNING BODY OF THE TOWN OF HOLLY SPRINGS
ACCEPTING FUNDER OFFER**

WHEREAS, the Drinking Water State Revolving Fund created with the 1996 amendments to the Safe Drinking Water Act has authorized the making of loans and principal forgiveness to aid eligible units of government in financing the cost of construction of drinking water projects, and

WHEREAS, the North Carolina Department of Environmental Quality (NC DEQ) has offered a State Revolving – Repayable Loan in the amount of \$2,021,926 for the construction of the Sanford Water Filtration Facility (WFF) Granular Activated Carbon (GAC) Facility, and

WHEREAS, the NC DEQ has offered Bipartisan Infrastructure Law Drinking Water State Revolving Fund – Emerging Contaminant (BIL DWSRF – EC) Fund – Principal Forgiveness in the amount of \$5,000,000 for the construction of the Sanford Water Filtration Facility (WFF) Granular Activated Carbon (GAC) Facility, and

WHEREAS, the Town of Holly Springs intends to perform said project in accordance with the approved plans and specifications,

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

That the Town of Holly Springs does hereby accept the State Revolving – Repayable Loan and BIL DWSRF – EC Fund – Principal Forgiveness Funding Offer of \$7,021,926.

That the Town of Holly Springs does hereby give assurance to the NC DEQ that all items specified in the Funding Offer, section II – Assurances will be adhered to.

That Sean Mayefskie, Mayor, and Randy Harrington, Town Manager, the **Authorized Representatives** and successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

The Town of Holly Springs has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted by the Holly Springs Town Council on this, the 21st day of January, 2025.

Town of Holly Springs by

ATTEST:

Sean Mayefskie, Mayor

Linda McKinney, Town Clerk



FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of Holly Springs does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Holly Springs Town Council duly held on the 19th day of September 2023; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(Signature of Recording Officer)

(Title of Recording Officer)



North Carolina Department of Environmental Quality

Division of Water Infrastructure

Application for Funding

(Last updated: July 2023)



1. General Information

Applicant Name Town of Holly Springs	County Wake	Unique Entity Identifier (UEI) MP9LETMPMFF9
Project Name Sanford WFF Expansion – GAC Facility	Federal Tax ID # 56-1143973	PWSID or NPDES # (if applicable) 03-92-050
Applicant Type ☒ Municipality ☐ County ☐ Water and Sewer District ☐ Water and Sewer Authority ☐ Sanitary District ☐ Metropolitan Water/Sewerage District ☐ Non-Profit Water Corporation ☐ Investor-Owned Drinking Water Corporation ☐ Council of Government ☐ Other (Specify:)		Funding Amount Requested \$7,021,926 Total Project Cost \$52,686,390

Funding Type(s) Requested

Drinking Water or Wastewater Planning ☒ Asset Inventory and Assessment (AIA) ☐ Merger/Regionalization Feasibility (MRF) Study ☐ Emerging Contaminants Evaluation/Assessment Study (PFAS project) Stormwater Planning ☐ Stormwater Planning (LASII) ☐ Developing and Implementing a New Stormwater Utility (LASII)	Construction Project ☐ Drinking Water ☒ Drinking Water Emerging Contaminants (PFAS project) ☐ Wastewater ☐ Wastewater Emerging Contaminants (PFAS project) ☐ CWSRF Green Project: stream restoration, stormwater SCM, reclaimed water ☐ Stormwater Construction (LASII) ☐ CDBG-Infrastructure (CDBG-I)
---	--

CDBG-I only:
 LMI Determination Method: ☐ ACS ☐ Survey LMI Percentage:

Acceptance of Funding Offer (for Construction Projects)

This question will be used to identify the best funding fit.

- I will only accept a funding offer if a minimum of \$0 is offered as a grant or principal forgiveness (PF). I will accept the rest as loan. I understand that I will not be offered any funding if the minimum requested grant/PF amount cannot be offered.
Enter \$0 if you are willing to accept a loan offer with no grant or principal forgiveness. Please read the Instructions for details.

2. Drinking Water and Wastewater System Parameters (Not applicable for stormwater projects)

Residential Sewer Connections 14,355	Residential Water Connections 15,682
Non-Residential Sewer Connections 1,392	Non-Residential Water Connections 1,541
Monthly Sewer Bill for 5,000 gallons \$46.26	Monthly Water Bill for 5,000 gallons \$41.31

Percentage of Utility Bills Collected and Rate Increase Percentages		
Year	Percentage of Utility Bills Collected	Rate Increase Percentage
2022	89%	2%
2021	87%	3.6%
2020	88%	1.85%
2019	87%	2.68%
2018	89%	2%

3. Applicant Contact Information (See Instructions regarding the Authorized Representative)**Authorized Representative Name:** Randy Harrington**Authorized Representative Title:** Town Manager**Mailing Address Line 1:** 128 S Main Street**Mailing Address Line 2:** P.O. Box 8**City:** Holly Springs**State:** NC**Zip Code:** 27540**Physical Address Line 1:****Physical Address Line 2:****Physical Address City:****Physical Address State:****Physical Address Zip Code:****Phone Number:** (919) 557-3924**Email Address:** randy.harrington@hollyspringsnc.gov**4. Application Preparer Contact Information****Firm Name:** Hazen and Sawyer**Contact Name:** Tim Devine**Phone Number:** 919-833-7152**Email Address:** tdevine@hazenandsawyer.com**5. Engineer Contact Information**Is the engineering firm different from the application preparer? ☐ Yes ☒ No**Engineering Firm Name:****Contact Name:****Phone Number:****Email Address:**

6. Project Description (see Instructions)	
The City of Sanford owns and operates the Sanford Water Filtration Facility (WFF), which was originally constructed in 1970 and is currently rated for 12 million gallons per day (mgd). To meet increasing water demand, the Sanford WFF will be expanded to 30 mgd (under a separate contract). Neighboring municipalities including the Town of Fuquay-Varina and Holly Springs have expressed their willingness to purchase and fund 6 mgd and 4 mgd of drinking water capacity, respectively. As part of the project seeking funding through this funding application, a post-filter granular activated carbon (GAC) facility will be added to the Sanford WFF with the main purpose of addressing water quality challenges, including per- and polyfluoroalkyl substances (PFAS) contamination. This additional advanced treatment will improve the quality of the drinking water by removing PFAS and decreasing disinfection by-product (DBP) formation. The GAC Facility will have a capacity of 30 mgd with 20 mgd being funded by Sanford, 6 mgd being funded by Fuquay-Varina, and 4 mgd being funded by Holly Springs. The GAC facility will include ten (10) post-filter GAC contactors, an electrical room, and an intermediate pump station and wet well with four (4) 125-HP vertical turbine feed pumps. Instrumentation and controls system upgrades associated with this work will also be included.	
Estimated number of <u>new</u> connections served by Drinking Water or Wastewater construction, Emerging Contaminants (PFAS), or CDBG-I project:	0
☐ 50% or more of the project budget is to directly benefit a Disadvantaged Area. Both the Application Budget and Narrative must demonstrate that the project area includes a Disadvantaged Area and that 50% or more of the project budget directly benefits the Disadvantaged Area. See Application Guidance for Line Item 4.C.4 for details on the minimum documentation to be included in the Budget and Narrative.	
For Drinking Water and Wastewater construction, Emerging Contaminants (PFAS), CWSRF Green Project, and CDBG-I: ☐ The proposed project is a result of an Asset Inventory and Assessment grant previously awarded by the Division. ☐ The proposed project is a result of a Merger / Regionalization Feasibility Study grant previously awarded by the Division. ☒ None of the above.	
7. Additional Information for Consideration	

8a. Project Budget for All Construction Projects and for Emerging Contaminants Evaluation/Assessment Studies Do not use for other planning studies.

1. Drinking Water/Wastewater: Costs for portions of the project that will fulfill the requirements related to rehabilitating or replacing waterlines, old infrastructure, lead service lines, or emerging contaminants (DW/WW Priority Rating System Line Items 1.C.1, 1.D.1, 1.J.1, 1.J.2, 1.J.3, or 2.B.2) must be labeled and shown separately to successfully claim points.
2. All: Costs for portions of the project that will directly benefit disadvantaged areas (DW/WW Priority Rating Systems Line Items 1.E or 4.C.4) must be labeled and shown separately to successfully claim points.

Indicate construction costs by line item (e.g., linear feet of different-sized lines, each type of stormwater control measure, each stream restoration reach). Include a more detailed construction cost budget if needed.	Division Funding Requested	Other Secured Funding Source(s)	Total Cost Amount
<u>Construction Costs</u>		(Partner contributions from Sanford and Fuquay-Varina)	
GAC Adsorbers – 100% related to PFAS	\$5,818,182	\$37,836,364	\$43,654,545
Contingency (10% of construction costs):	\$581,818	\$3,783,636	\$4,365,454.5
Construction Subtotal:	\$6,400,000	\$41,620,000	\$48,020,000
<u>Engineering Costs</u>			
Engineering Design	\$300,000	\$1,970,000	2270000
Permitting			
Land Surveying Costs			
Other:			
Engineering Subtotal:	\$300,000	\$1,970,000	\$2,270,000
<u>Administration Costs</u>			
Planning (pre-construction costs)			
Easement/Land Acquisition Costs			
Engineering Report Preparation			
Environmental Documentation Preparation (if applicable)			
Legal Costs			
Project Funding Administration (if applicable)			
Other: Post-Bid Contingency	\$321,926	\$2,074,464	2396390.223
Administration Subtotal:	\$321,926	\$2,074,464	\$2,396,390
TOTAL FUNDING REQUESTED AND PROJECT COST:	\$7,021,926	\$45,664,464	\$52,686,390

A Professional Engineer seal, signature, and date for the estimate must be provided in the space to the right for the application to be considered complete.

(Note: If not using DocuSign to seal and sign the budget, put the seal/signature on the Word document or use a wet seal/signature with a scan of the wet seal/signature.)



Certification by Authorized Representative

The attached statements and exhibits are hereby made part of this application, and the undersigned representative of the Applicant certifies that the information in this application and the attached statements and exhibits are true, correct, and complete to the best of his/her knowledge and belief. By initialing each item and signature at the end of this application, he/she further certifies that:

- | | |
|---|--|
| <div style="border: 1px solid black; border-radius: 50%; width: 20px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;">DS</div> <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; margin: 0 auto; text-align: center; line-height: 40px;">RH</div> | 1. as Authorized Representative, I have been authorized to file this application by formal action of the governing body (e.g., by resolution) or as defined in this application as the Authorized Representative in Section 3 following the Instructions; |
| <div style="border: 1px solid black; border-radius: 50%; width: 20px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;">DS</div> <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; margin: 0 auto; text-align: center; line-height: 40px;">RH</div> | 2. the governing body agrees to provide for proper short-term and long-term maintenance and operation of the approved project after its completion; |
| <div style="border: 1px solid black; border-radius: 50%; width: 20px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;">DS</div> <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; margin: 0 auto; text-align: center; line-height: 40px;">RH</div> | 3. the Applicant has substantially complied with or will comply with all federal, state, and local laws, rules, regulations, ordinances, and funding conditions as applicable to this project; |
| <div style="border: 1px solid black; border-radius: 50%; width: 20px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;">DS</div> <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; margin: 0 auto; text-align: center; line-height: 40px;">RH</div> | 4. the Applicant will adopt and place into effect on or before the completion of the project a schedule of fees and charges which will provide for the adequate and proper operation, maintenance, and administration and repayment of all principal and interest on loans (if applicable) of the project [if not applicable, initial "N/A"]; |
| <div style="border: 1px solid black; border-radius: 50%; width: 20px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;">DS</div> <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; margin: 0 auto; text-align: center; line-height: 40px;">RH</div> | 5. the Applicant has followed proper accounting and fiscal reporting procedures, as evidenced by the Applicant's most recent audit report, and that the Applicant is in substantial compliance with provision of the general fiscal control laws of the State; |
| <div style="border: 1px solid black; border-radius: 50%; width: 20px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;">DS</div> <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; margin: 0 auto; text-align: center; line-height: 40px;">RH</div> | 6. the Project Budget for all construction projects provided in this application form (Section 8a, if applicable) includes all funding requested from all sources of funding proposed for this project; |
| <div style="border: 1px solid black; border-radius: 50%; width: 20px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;">DS</div> <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; margin: 0 auto; text-align: center; line-height: 40px;">RH</div> | 7. the (Town or County), North Carolina is organized and chartered under the laws of North Carolina, or the special purpose unit of local government is incorporated under the laws of North Carolina. All officials and employees are aware of, and in full compliance with NCGS 14-234, "Public officers or employees benefiting from public contracts; exceptions." (For units of local government only. All others should initial "N/A"); |
| <div style="border: 1px solid black; border-radius: 50%; width: 20px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;">DS</div> <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; margin: 0 auto; text-align: center; line-height: 40px;">RH</div> | 8. the Applicant acknowledges that all loans and Viable Utility Reserve grants are subject to approval by the Local Government Commission (not applicable for CDBG-I or stormwater planning projects); |
| <div style="border: 1px solid black; border-radius: 50%; width: 20px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;">DS</div> <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; margin: 0 auto; text-align: center; line-height: 40px;">RH</div> | 9. the Applicant acknowledges that if the application is for a drinking water or wastewater project and any one of the local government units involved in the project is designated as distressed by the State Water Infrastructure Authority and the Local Government Commission, the local government unit(s) must complete the viable utility requirements in NCGS 159G-45(b) by conducting an asset assessment and rate study, participate in a training program, and develop a short-term and long-term action plan considering infrastructure repair, maintenance, and management, continuing education, and long-term financial management plan. Additional conditions may be imposed on the local government(s) designated as distressed by the State Water Infrastructure Authority and/or the Local Government Commission. (Initial "N/A" if does not apply to project type or all local governments involved in the project); and |
| <div style="border: 1px solid black; border-radius: 50%; width: 20px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;">DS</div> <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; margin: 0 auto; text-align: center; line-height: 40px;">RH</div> | 10. the Applicant acknowledges that, in accordance with G.S. 120-157.2, for local government debt to be issued greater than \$1,000,000, the local government must report to Committee Chairs, Committee Assistant, and the Fiscal Research Division of the General Assembly at least 45 days prior to presentation before the Local Government Commission (For units of local government only. All others, and CDBG-I applicants should initial "N/A"). |

Completeness Checklist

In addition to this application, the following items must be included in the application package to be eligible or to successfully claim priority points. **Failure to include or properly document an item marked with * will result in an incomplete and ineligible application which will not be considered for funding.** Please initial that each item is included in this submittal. If not applicable for the project, please initial "N/A".

DS 	Resolution by Governing Body of Applicant and the Form for Certification by the Recording Officer * †
DS 	Comprehensive Narrative to Claim Points in the Priority Rating System *
DS 	Documentation to Support the Comprehensive Narratives, including maps or images as needed
DS 	Applicable Priority Rating System Form to Claim Points †
DS 	Affordability Calculator † or handwritten affordability calculations (not applicable to CDBG-I or LASII stormwater planning)
DS 	Fund Transfer Certification with appropriate box checked * † (not applicable to CDBG-I or LASII stormwater)
DS 	Water & Sewer Financial Information Form † (not applicable to LASII stormwater projects)
N/A	Stormwater Entity Eligibility Certification form * † (only for LASII stormwater applications)
N/A	Commitment of Other Funds Form, Low to Moderate Income Documentation, and all Tab 8 Documents * † (only for CDBG-I applications). These documents must be complete per CDBG-I PRS Guidance.
DS 	Current water and wastewater rate sheets in effect on application deadline (for <u>both</u> water <u>and</u> sewer if the utility provides both water and sewer, or for water or sewer depending on the utility service; not applicable to LASII stormwater)
DS 	Professional Engineer seal with signature and date on Project Budget * (for Construction Projects and for Emerging Contaminants Evaluation/Assessment Studies only)

* Required in the application package. Failure to include or properly document will result in an incomplete and ineligible application which will not be considered for funding.

† Forms and templates are available separately on the [Division's application webpage](#).

Submittal Information

All application packages must be submitted electronically at
<https://edocs.deq.nc.gov/Forms/Fall2023DWIFunding>

See Instructions on completing the form online.

Online submittal of the application package is sufficient for all applications, except for CDBG-Infrastructure applications.

For CDBG-Infrastructure applications only: in addition to submitting the application package electronically at the link above, you must **send one (1) original hard copy*** of the application package to:

Physical Address (FedEx, UPS)†

Division of Water Infrastructure – 8th Floor, Archdale Building
 512 North Salisbury Street
 Raleigh, NC 27604
 919.707.9160

* Provide a hard copy that is bound (3-ring binders). No paper clips, staples or binder clasps.

† For all courier services, please use the physical address, as having a courier deliver to the mailing address will delay package delivery.

Application Signature

Original signature is required for the application.

Application with no signature is incomplete and ineligible for consideration.

DocuSigned by:

Randy Harrington

SIGNATURE OF TOP ELECTED OFFICIAL, TOP ADMINISTRATIVE OFFICIAL, OR AUTHORIZED REPRESENTATIVE AS NAMED IN
 RESOLUTION*

Randy Harrington
 TYPED NAME

Town Manager
 TYPED TITLE

9/28/2023
 DATE

***Note:** For the CDBG-I program, signature must be of the Authorized Representative who must be named in the Resolution, regardless of their title.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 11.

Consent Agenda

Title: Utility Allocation Request for 5070 Kentworth Drive

Strategic Priority Area: Growth Management & Economic Vitality

Staff Resource: Catherine Jacobs, Development Services

Action(s):

Approve Utility Allocation Request for Main Street Square Element J located at 5070 Kentworth Drive.

Explanation:

- A Development Plan amendment was submitted and approved administratively for Main Street Square located at 5070 Kentworth Drive.
- The existing building is in Main Street Square. The project proposes a new use and changes to the existing parking area.
- The use is proposed to change from a bank to medical office.
- The original use had a sewer flow demand of 348 gallons per day (gpd). The proposed use has a slightly higher demand of 500 gpd.
- The additional flow is subject to the Water Resource Management Policy and is considered a Priority Level 1 within the nonresidential allocation assignment.
- **Previously Approved Sewer Demand:** 348 gallons per day
Additional Nonresidential Allocation Being Requested FY 24/25: 152 gallons per day, for a total of 500 gallons per day for the project.

Background:

- The development plan is ready for Administrative Approval pending the approval of the Utility Allocation Request.
- The Water Resource Management Policy requires Town Council approval of Utility Allocation for all projects submitted after July 1, 2023.

Funding Source(s):

N/A

Attachment(s):

1. MainStSquare_ElementJ_TC_StaffReport_20250121
2. MainStreetElementJ-UtilityAllocationRequest
3. MainStSquare_ElementJ_DP



Utility Allocation Request Memo

Subject Title: 5070 Kentworth Drive Utility Allocation Request

Meeting Date: January 21, 2025

Presenter: Catherine Jacobs, Development Services

Attachments: Utility Allocation Request, Development Plan Minor Amendment

Utility Allocation Request:

The 5070 Kentworth Drive (Main Street Square Element J) Development Plan Minor Amendment has been submitted and reviewed and is ready to be Administratively approved. The previously approved Element J was permitted to flow 348 gallons per day (gpd). This amendment is subject to the Water Resource Management Policy and this request is in addition to the previously approved flow. All utility allocation requests must be approved by the Town Council.

Utility Allocation Summary

Priority Level: Priority Level 1

Allocation Assignment: Nonresidential

Allocation Requested: 152 additional gallons per day

Staff Determination: Sufficient allocation remaining in the nonresidential assignment to support this project for the proposed build out year of 2024.

Staff Recommendation: Approve

Previous Case Actions

Crumpler Consulting submitted a request for a Development Plan Minor Amendment to remove the existing drive through lane and add parking spaces to "Element J" located at 5070 Kentworth Drive within Main Street Square located at the corner of South Main Street and Hwy 55.

This project qualified for administrative approval in accordance with the adopted standards in the Unified Development Ordinance (UDO). The UDO allows administrative approval for all Development Plan Amendments that were previously approved administratively and not involving properties in the DMX Downtown Mixed-Use zoning district, buildings over 40,000 sf., or Special Use Permits.

1. The proposed changes in the Development Application are for parking lot modifications.

2. The Development Application does not include Special Use Permits.
3. The Development Application meets the applicable standards under the Holly Springs UDO.

Development Standards

Total Site Area: 0.66 acres

Building Height: 41 ft 3 in.

Building Setback:

S Main St: 57.5 Ft

Delmare Way: 47.5 Ft

East: 27.7 Ft

GB Alford Hwy: 54.3 Ft

Minimum Landscape Buffers:

S Main St: 30' Type B-50

Delmare Way: 30' Type B-50

East: None

GB Alford Hwy: 30' Type B-50

Total Building Footprint Area:

Building Footprint: 4,750 sf

Parking Requirements

Total Required Parking

Required Parking Spaces: 19 Parking Spaces

Provided Parking Spaces: 20 Parking Spaces

Required Bicycle Parking

Required: 5 Bicycle Spaces

Provided: 5 Bicycle Spaces

Civil Improvements

Transportation

No changes to the existing driveway are proposed with the amendment. The proposed number of daily and peak hour trips did not exceed the previously approved trips and therefore a revised traffic study was not warranted.

Utilities

No changes to the existing utility taps are proposed with the amendment. A Sewer Study was not required with this amendment, but the additional sewer flow needed is subject to the Water Resource Management Policy. This project is considered a Priority Level 1 within the nonresidential allocation assignment.

UTILITY ALLOCATION REQUEST

On July 1, 2023 a new [Water Resources Management Policy \(WRMP\)](#) was adopted by the Town.

Submit this form via CityView with your first Sewer Study Submittal. All Preliminary plan reviews, which includes all Special Studies, must be submitted concurrently to be deemed a complete submittal. Staff will review for completeness and reach out to the applicant if more information is needed.

Refer to the Town's [Engineering Design & Construction Standards](#) as well as State Standards, when providing the following information.

Do not submit Utility Allocation Request until you have had your sewer scoping meeting or have been provided with direction from staff.

CONTACT INFORMATION	
Date: 12/17/24	Scoping Meeting Date:
Applicant Name: Mukesh Desai	
Company: ASM Realty LLC	
Address: 109 PRESTON RIDGE CT	
Phone: 805-405-8437	E-Mail: mmd.asm21@gmail.com
Engineering Firm Preparing Report: Crumpler Consulting Services, PLLC	
Professional Engineer Working on Project: Joshua Crumpler, PE	
PROJECT INFORMATION	
Project Name: 5070 KENTWORTH PARKING UPGRADES	
PIN(s): 0648-97-7767	Address: 5070 KENTWORTH DRIVE
Provide a brief project description: Addition of 4 parking spaces	
Does this project require Annexation: ☐ Yes ☒ No	
Proposed Land Use: Medical	
Current Zoning: PUD (05-PUD-01 MAIN STREET SQUARE)	Proposed Zoning: PUD (05-PUD-01 MAIN STREET SQUARE)
Total number of Residential Units:	
Type: ☐ Townhome ☐ Condo ☐ Apartment	
Type of Non-Residential: 1	Area of Non-Residential (SF) ((by type): 4,750sf
Anticipated Build Out Year: 2024	
Is Project expected to be phased: ☐ Yes ☒ No If yes, provide timeline:	
ESTIMATED SEWER FLOW (INCLUDE THE CALCULATIONS AND METHODOLOGY USED BASED ON STATE 15A NCAC 02T .0114 RULE AND ATTACH TO THIS FORM):	
Residential Sewer Flow (GPD):	
Non-Residential Sewer Flow (GPD): 500	
What is the site's access to existing public utility infrastructure? ☒ Direct access via existing right-of-way or easements ☐ Existing utility infrastructure is within 1000' ☐ Existing utility infrastructure is further than 1000'	
Per the WRMP, what is the project anticipated Priority Level? ☒ 1 ☐ 2 ☐ 3	

UTILITY ALLOCATION REQUEST

Per the WRMP, all projects must meet the criteria for Level 1 before being considered by Town Council.

- Priority Level 2 projects must commit to 2 Allocation Elements and Priority Level 3 projects must commit to 3 Allocation Elements to move up to Level 1 status.

Level 2 and Level 3 projects should complete the following table:

Allocation Elements			
Committed Element (check if provided)	Element Category	Elements Component Provided (check if provided)	Location of Committed Element (Plan Sheet Number, Design Guidelines, Zoning Conditions, etc.)
☐	Public Infrastructure Improvements (Chose Option A, B, or C) <i>Please note that any improvements found to be required by a Sewer Study or Fire Flow Analysis can not also be used as a committed allocation element.</i>		
	Option A (both required)		
	Vegetated wetland in lieu of wet ponds	☐	
	Include stormwater control devices within parking lot islands	☐	
	Option B		
	Provide structured parking so as to minimize impervious surface area	☐	
	Option C (choose 1)		
	Take pump station offline	☐	
	Install oversize utilities	☐	
	Install 1000' of basin wide water/sewer infrastructure	☐	
☐	Sustainable Design (Choose 1)		
	Earn LEED Certification	☐	
	Earn National Green Building Standards Certifications, or equivalent as determined by Director	☐	

UTILITY ALLOCATION REQUEST

Allocation Elements

Committed Element (check if provided)	Element Category	Elements Component Provided (check if provided)	Location of Committed Element (Plan Sheet Number, Design Guidelines, Zoning Conditions, etc.)
--	------------------	--	---

☐	Work Force Housing (housing at 60-80% Area Median Income) (Choose 1)		
	5% of the units for detached or attached dwellings	☐	
	10% of the units for apartment dwellings	☐	
☐	Open Space/Tree Preservation (Choose 1)		
	Increase of at least 25% Active Recreation Space	☐	
	Increase of at least 100% for Urban Civic Space	☐	
	Increase of at least 25% of required area for Tree Preservation Areas	☐	
	Preservation of at least 10% of Specimen Trees on site.	☐	
	Total Committed Elements		

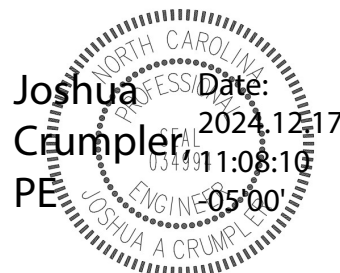


12/17/24

North Carolina Professional Engineer Signature

Date

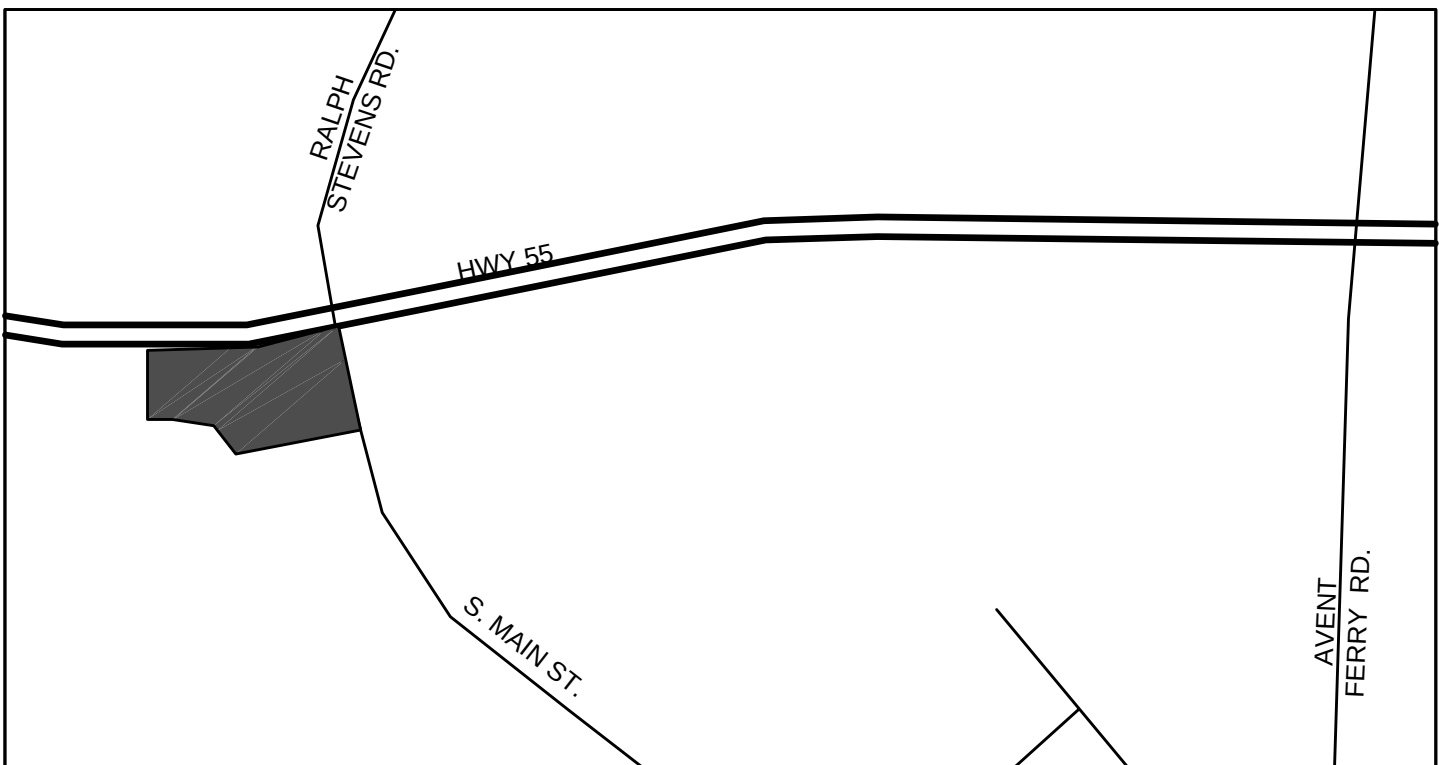
North Carolina Professional Engineer Seal



MAIN STREET SQUARE

A PHASE OF THE MAIN STREET SQUARE P.U.D. HOLLY SPRINGS, NORTH CAROLINA

PROJECT # 08-DP-05



VICINITY MAP

SCALE: 1" = 500'

SITE NOTES

1. CONTRACTOR SHALL EXERCISE DUE DILIGENCE DURING CONSTRUCTION AROUND ANY EXISTING FEATURES WHICH ARE TO REMAIN IN PLACE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR, AT NO EXPENSE TO THE OWNER, TO REPLACE ANY WALKWAYS, ASPHALT, CONCRETE, PARKING, PLANTED AREAS OR OTHER EXISTING FEATURES AS A RESULT OF DAMAGE SUSTAINED DURING CONSTRUCTION OPERATIONS, TO THE SATISFACTION OF THE OWNER.

2. HORIZONTAL DATUM IS NAD 83-2001 AND VERTICAL DATUM IS NAVD88.

BASED ON GPS METHODS USING REAL-TIME KINEMATIC SOLUTIONS FOR THE SURVEY CONTROL POINTS SHOWN HEREON AND TIED TO NORTH CAROLINA GEODETIC SURVEY MONUMENTS "NC 9" AND "SHORE".

"NC 9"	"SHORE"
N 691964.35'	N 690399.63'
E 2049731.12'	E 2058875.54'
EL 450.09'	

COMBINED SCALE FACTOR IS 0.99988038

SITE PLAN INFORMATION

THIS PROJECT IS PART OF THE MAIN STREET SQUARE P.U.D. (05-PUD-01)

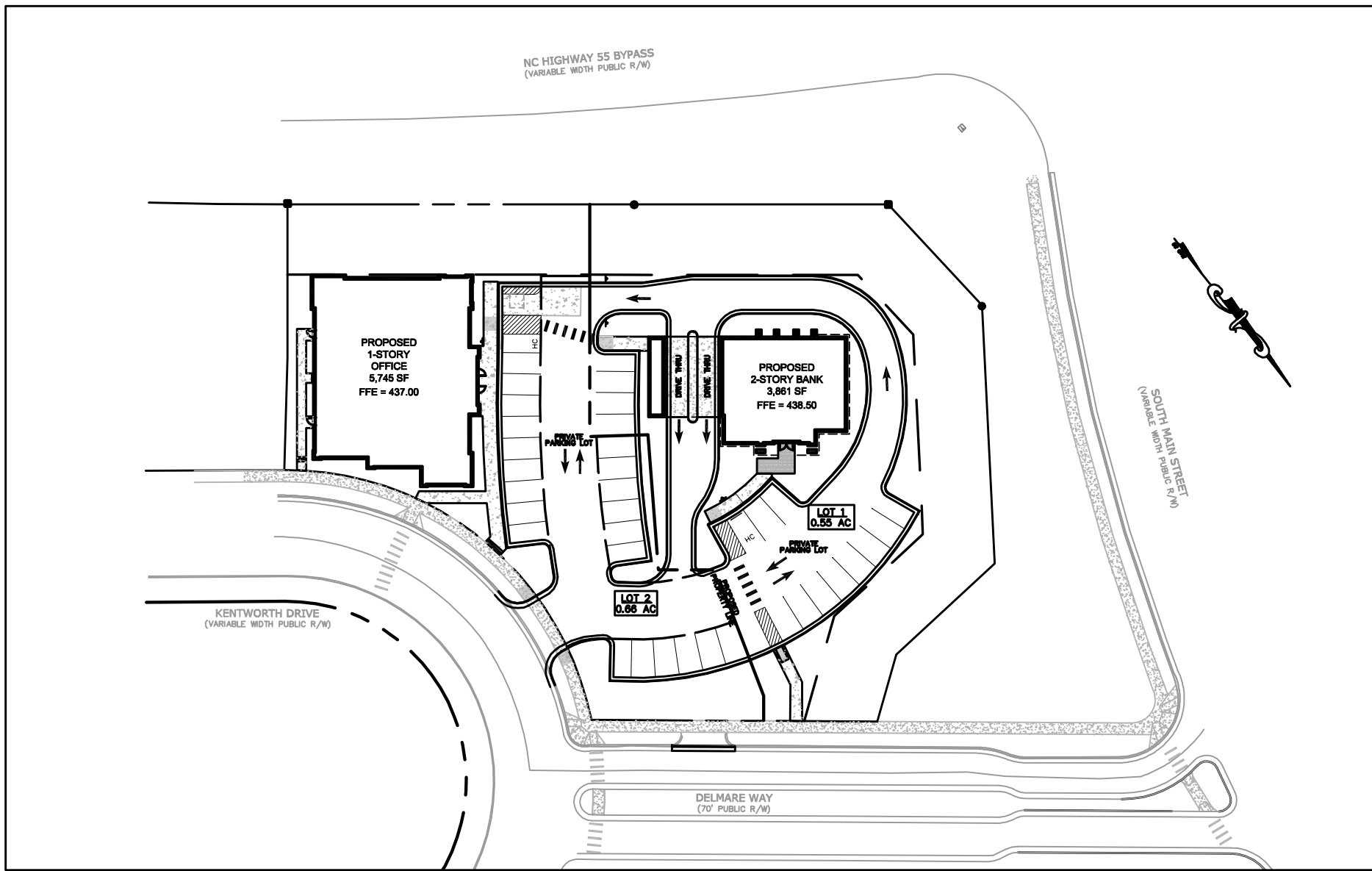
TOTAL ACREAGE: 1.21 AC	TOTAL NUMBER OF LOTS: 2
EXISTING TOTAL NUMBER OF LOTS: 1	MINIMUM LOT SIZE: 0.56 AC
WAKE COUNTY PIN: 0648978713	

ZONED: C-1 (PUD) AVERAGE LOT SIZE: 0.61 AC

PROPOSED USE:	LOT 1 - BANK (0.65 AC)
	LOT 2 - OFFICE (0.56 AC)

DISTURBED AREA: 0.97 AC

NOTE: PLAN IS SUBJECT TO REVISIONS DURING CONSTRUCTION DRAWINGS APPROVAL PROCESS.



DEVELOPER:
TRIANGLE REAL ESTATE CO.
109 RAPHAEL DRIVE
CARY, NC 27511
(919)522-5626

OWNER (PENDING):
SOUTHERN FINANCIAL PROPERTIES
109 RAPHAEL DRIVE
CARY, NC 27511
(919)522-5626

AMENDED DEVELOPMENT PLAN SUBMITTAL

PRELIMINARY PLAN APPROVAL NOVEMBER 4, 2008

DESCRIPTION OF AMENDMENTS

1. THE BUILDING FOOTPRINT ON LOT 2 HAS BEEN REVISED. THE ENTRANCE HAS BEEN RELOCATED AND A SECOND DOOR ADDED. SIDEWALK AND MODIFICATIONS ALSO REFLECT THIS CHANGE.
2. THE ONE-WAY DRIVE ALONG NC 55 HAS BEEN SHIFTED 3' TO ACCOMODATE ADEQUATE SITE LIGHTING OUTSIDE OF THE 30' LANDSCAPE BUFFER.
3. THE HANDICAP SPACE ON LOT 2 HAS BEEN RELOCATED.
4. ONE RISER HAS BEEN ELIMINATED ON THE SITE STEPS.
5. A SIDEWALK AND STEPS HAVE BEEN ADDED ON THE EAST SIDE OF THE SITE TO PROVIDE ACCESS TO THE BACK OF THE BUILDING ON LOT 2.
6. THE WIDTH OF THE ENTRANCE HAS BEEN INCREASED TO 27'.
7. THE LOCATION FOR SANITARY SEWER SERVICE FOR THE BUILDING ON LOT 1 HAS BEEN REVISED.
8. THE STORM DRAINS AND ASSOCIATED EASEMENTS HAVE BEEN REVISED.
9. THE PLANTING SCHEDULE FOR THE BUFFER PLANTING HAS BEEN CHANGED TO MATCH APPROVED MAIN STREET SQUARE PUD PLANTINGS.
10. THE ENTRANCE TO THE BUILDING ON LOT 1 HAS BEEN REVISED.

TABLE OF CONTENTS:

C000	COVER SHEET
C100	EXISTING CONDITIONS
C200	DEMOLITION PLAN
C300	SITE PLAN
C500	GRADING AND STORM DRAINAGE PLAN
C600	UTILITY PLAN
L100	LANDSCAPE PLAN - TREES
L200	LANDSCAPE PLAN - SHRUBS
A-1	LOT 1 BUILDING ELEVATIONS
A-2	LOT 2 BUILDING ELEVATIONS

SANITARY SEWER FLOW RATES

BASIS OF DETERMINATION: 0.09 GPD/SF OF BUILDING AREA
LOT 1 = 3,661 x 0.09 = 348 GPD
LOT 2 = 5,716 x 0.09 = 515 GPD
TOTAL = 863 GPD

GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE TOWN OF HOLLY SPRINGS ENGINEERING DESIGN AND CONSTRUCTION STANDARDS.
2. WITHIN THE SITE TRIANGLES SHOWN ON THIS PLAN, NO OBSTRUCTION BETWEEN 2 FEET AND 8 FEET ABOVE THE CURB LINE ELEVATION SHOWN BE LOCATED IN WHOLE OR IN PART. OBSTRUCTIONS INCLUDE, BUT ARE NOT LIMITED TO ANY BERM, FOLIAGE, FENCE, WALL, SIGN, OR OTHER OBJECT.
3. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS.
4. EXISTING UTILITIES AND STRUCTURES SHOWN, BOTH UNDERGROUND AND ABOVE, ARE BASED ON A FIELD SURVEY AND THE BEST AVAILABLE RECORD DRAWINGS. THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES, UNDERGROUND LINES, AND STRUCTURES AS NECESSARY TO AVOID DAMAGING OR DESTROYING EXISTING SERVICES.
5. UTILITY CONTRACTOR SHALL COORDINATE UTILITY SERVICES WITH THE BUILDING MECHANICAL PLANS. UTILITY CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION OF ALL UTILITY SERVICES TO WITHIN 5 FEET OF THE BUILDING CONNECTION POINT.
6. CONTRACTOR SHALL CALL NORTH CAROLINA ONE CALL AT 1-800-632-4949 AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION ON SITE TO HAVE EXISTING UTILITIES LOCATED. CONTRACTOR TO CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN INDEPENDENT LOCATOR SERVICE. CONTRACTOR SHALL IMMEDIATELY REPORT ANY DISCREPANCIES TO THE ENGINEER.
7. TRAFFIC CONTROLS FOR ANY UTILITY WORK WITHIN THE PUBLIC RIGHT OF WAY SHALL BE PERFORMED IN COMPLIANCE WITH STANDARDS OF THE NORTH CAROLINA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
8. CONTRACTOR SHALL MAINTAIN AN "AS BUILT" SET OF DRAWINGS TO RECORD THE ACTUAL LOCATION OF ALL PIPING PRIOR TO CONCEALMENT. DRAWINGS SHALL BE GIVEN TO THE ENGINEER AT REGULAR INTERVALS THROUGHOUT THE PROJECT FOR RECORD KEEPING.
9. THE CONTRACTOR, AT ALL TIMES, KEEP THE PREMISES FREE FROM ACCUMULATIONS OF WASTE MATERIALS OR RUBBISH CAUSED BY HIM, HIS EMPLOYEES OR HIS WORK. ALL DEBRIS SHALL BE REMOVED FROM THE PROJECT SITE ON A DAILY BASIS.
10. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING THE ACTUAL AND EXACT LOCATION, SIZE AND MATERIAL COMPOSITION OF ANY EXISTING WATER OR SEWER SERVICE PROPOSED FOR CONNECTION OR USE ON THIS PROJECT. THE RELOCATION OF ANY UTILITY SERVICES REQUIRED TO COMPLETE ANY PORTION OF THESE CONSTRUCTION PLANS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
11. CONSTRUCTION DRAWING APPROVAL IS REQUIRED BEFORE CONSTRUCTION ON THIS PROJECT MAY BEGIN. ALSO, DEVELOPMENT FEES (ACREAGE, FEE-IN-LIEU OF ASSESSMENT, INSPECTION FEES, AND OTHERS AS REQUIRED MAY BE APPLICABLE) ARE DUE BEFORE CONSTRUCTION DRAWING APPROVAL.

LANDSCAPE ARCHITECT:

STEWART
421 Fayetteville St., Suite 400, Raleigh, North Carolina 27601
TJ919-380-8750 FJ919-380-8752

CIVIL ENGINEER:

STEWART
421 Fayetteville St., Suite 400, Raleigh, North Carolina 27601
TJ919-380-8750 FJ919-380-8752

ARCHITECT:

LINBERRY ARCHITECTURAL GROUP
2321 Blue Ridge Rd., Suite 201, Raleigh, North Carolina 27607
TJ919-786-0229 FJ919-786-0199

COVER SHEET

DEVELOPER: Triangle Real Estate Co. 109 Raphael Drive Cary, NC 27511 (919)522-5626		OWNER: Southern Financial Properties 109 Raphael Drive Cary, NC 27511 (919)522-5626	
MAIN STREET SQUARE RETAIL ELEMENT J HOLLY SPRINGS, NC		AMENDED DEVELOPMENT PLAN SUBMITTAL	
Project No. C8047		Project No. C8047	
421 FAYETTEVILLE STREET SUITE 400 RALEIGH, NC 27601 TJ 919-380-8750 FJ 919-380-8752 www.stewart-eng.com		STEWART ENGINEERS ARCHITECTS PLANNERS LANDSCAPE ARCHITECTS P. WALSTON	
PRELIMINARY? DO NOT USE FOR CONSTRUCTION!		PRELIMINARY? DO NOT USE FOR CONSTRUCTION!	
Project No. C8047		Project No. C8047	
Drawn By JBG		Drawn By JBG	
Checked By GPW		Checked By GPW	
Issue Date: 1.9.09		Issue Date: 1.9.09	
C000		C000	



SITE PLAN
FOR
5070 KENTWORTH
PARKING UPGRADES
5070 KENTWORTH DRIVE
HOLLY SPRINGS, NORTH CAROLINA

TOWN OF HOLLY SPRINGS FILE:
08-DP-05-A03/PLDP202300310

PREPARED FOR:
ASM REALTY LLC
109 PRESTON RIDGE CT
CARY NC 27513-5608

PREPARED BY:
CRUMPLER
Consulting Services, PLLC

2308 Ridge Road
Raleigh, North Carolina 27612
Ph. 919-413-1704
P-1533

ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL
TOWN OF HOLLY SPRING STANDARDS AND
SPECIFICATIONS.

CALL 48 HOURS
BEFORE YOU DIG



NORTH CAROLINA
ONE-CALL CENTER
1-800-632-4949

SANITARY SEWER FLOW RATES

-EXISTING LOT 1 ALLOCATION: 348 GPD
BASIS OF DETERMINATION: 0.09 GPD/SF OF BUILDING AREA
3,861SF X 0.09 = 348 GPD

-PROPOSED LOT 1 ALLOCATION: 500 GPD (152 GPD INCREASE)
BASIS OF DETERMINATION FOR MEDICAL USE: 250GPD PER PRACTITIONER
2 PRACTITIONERS X 250 = 500 GPD
TOTAL INCREASE: 152 GPD

BASED ON THE APPROVED STUDY BY BNK, INC DATED DECEMBER 1, 2004, THE
APPROVED FLOW FOR THE PUD FOR COMMERCIAL WAS 13,920GPD.

SHEET
C000.1
C000.2
C300.1
L200.1
C400.0

DESCRIPTION
COVER
EXISTING CONDITIONS
SITE AND GRADING PLAN
LANDSCAPING PLAN
DETAILS

ISSUED FOR
CONSTRUCTION

REV.	DESCRIPTION	DATE
1.	TOWN OF HOLLY SPRINGS COMMENTS	05/20/24
2.	TOWN OF HOLLY SPRINGS COMMENTS	08/21/24
3.	TOWN OF HOLLY SPRINGS COMMENTS	12/17/24

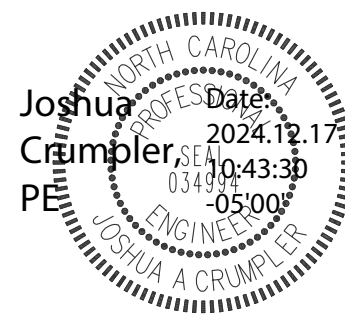
COVER

5070 KENTWORTH DRIVE
HOLLY SPRINGS, NORTH CAROLINA

PROJECT NO.: 23033
DRAWN BY: JAC
CHECKED BY: JAC
DATE: 08/29/23
SCALE: 1" = 20'

C000.1

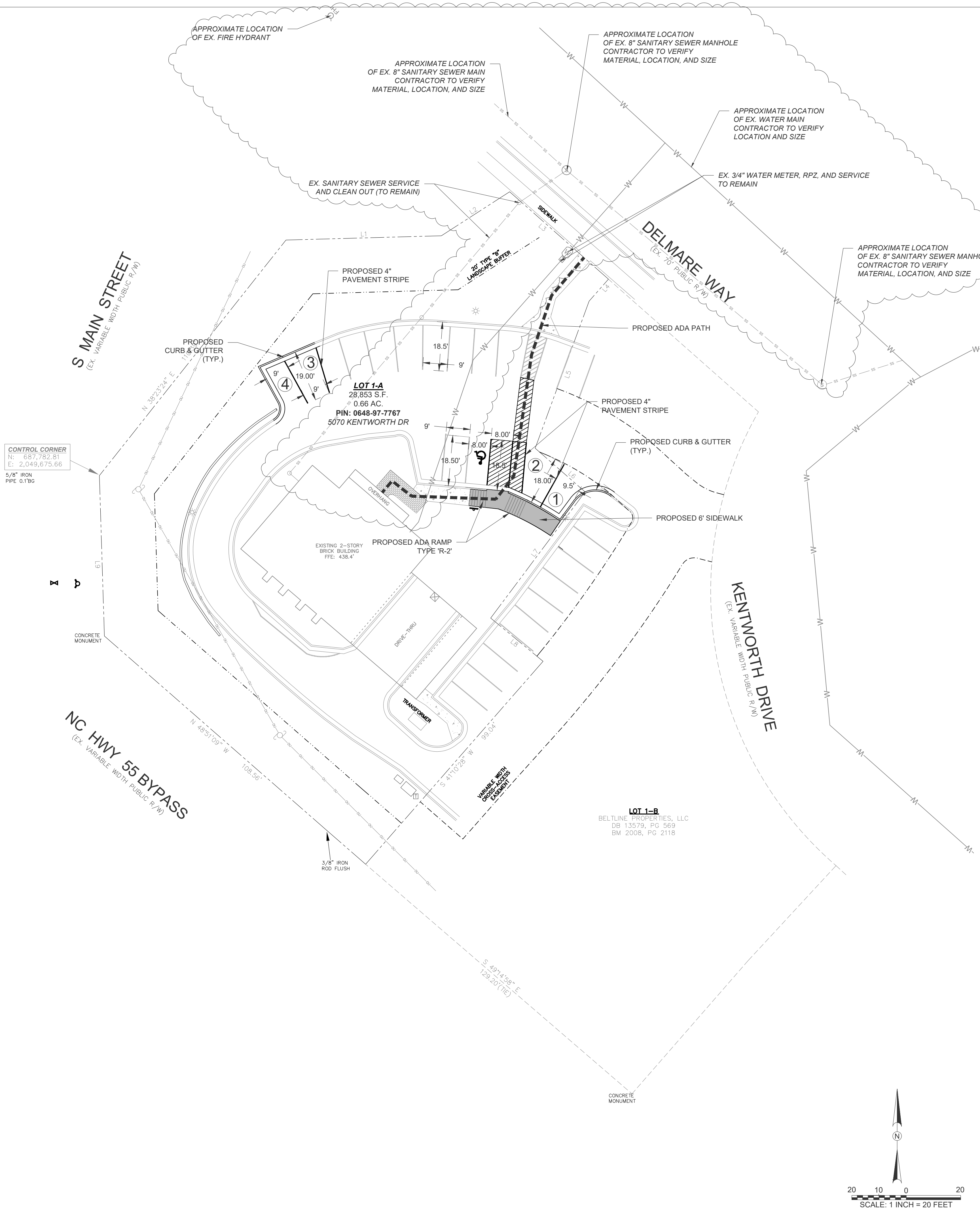
1 of 5



CRUMPLER
Consulting Services, PLLC

2308 Ridge Road 27612
Raleigh, North Carolina
Ph. 919-413-1704
P-1533





LEGEND	
	EXISTING PROPERTY LINE
	EXISTING ABUTTING PROPERTY LINE
	EXISTING RIGHT-OF-WAY
	EXISTING OVERHEAD POWER LINE
	EXISTING ABUTTING PROPERTY LINE
	EXISTING EDGE OF PAVEMENT
	EXISTING EASEMENT
	PROPOSED CITY OF RALEIGH GENERAL UTILITY EASEMENT
	PROPOSED LOT LINE

SUMMARY INFORMATION

DEVELOPMENT NAME: 5070 KENTWORTH PARKING UPGRADES

SITE ADDRESS: 5070 KENTWORTH DRIVE
HOLLY SPRINGS, NORTH CAROLINA

PIN NUMBER: 0648-97-7767

JURISDICTION: TOWN OF HOLLY SPRINGS
EXISTING USE: MULTI-FAMILY
CURRENT ZONING DISTRICT: PUD
(05-PUD-01 | MAIN STREET SQUARE)

TOTAL ACREAGE: 28,853SF/0.66ACRES
TOTAL LIMITS OF DISTURBED AREA: 3,200 SF

EXISTING BUILDING SQUARE FOOTAGE: 4,000 SF
PROPOSED BUILDING SQUARE FOOTAGE: 4,750 SF

EXISTING IMPERVIOUS SURFACES: 14,075 SF
PROPOSED IMPERVIOUS SURFACES: 13,520 SF

EXISTING PARKING:
16 SPACES
REQUIRED PARKING:
1 SPACE PER 250 SQUARE FEET FOR MEDICAL SPACE
4,750SF/250SF = 19 PARKING SPACES
PROPOSED PARKING:
20 PARKING SPACES

OWNER:
ASM REALTY LLC
109 PRESTON RIDGE CT
CARY NC 27513-5608

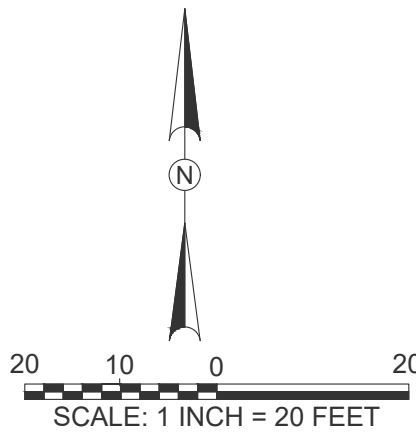
ENGINEER:
CRUMPLER CONSULTING SERVICES, PLLC
CONTACT: JOSH CRUMPLER, PE
2308 RIDGE ROAD
RALEIGH, NC 27612
(919) 413-1704

- NOTES
1. BOUNDARY, TOPOGRAPHY, AND EXISTING CONDITIONS SURVEY PROVIDED BY NEWCOMB LAND SURVEYORS, PLLC ON 07-06-23.

2. THE PROPERTY IS LOCATED IN ZONE X (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE AND FUTURE 1% ANNUAL CHANCE FLOODPLAIN) BASED ON THE FEMA MAP NUMBER 3720064800k DATED JULY 19, 2022.

3. NO ONSITE STREAMS OR WETLANDS HAVE BEEN IDENTIFIED WITHIN THE PROJECT OR PARCEL AS SHOWN.

4. THIS DRAWING IS NOT FOR RECORDATION.



CRUMPLER
Consulting Services, PLLC

2308 Ridge Road
Raleigh, North Carolina 27612
Ph. 919-413-1704
P-1533

Joshua Crumpler, PE
Professional Engineer
0349164414-0500

North Carolina
Professional Engineer
JOSHUA A. CRUMPLER

ISSUED FOR CONSTRUCTION

REV.	DESCRIPTION	DATE
1.	TOWN OF HOLLY SPRINGS COMMENTS	05/20/24
2.	TOWN OF HOLLY SPRINGS COMMENTS	08/21/24
3.	TOWN OF HOLLY SPRINGS COMMENTS	12/17/24

SITE PLAN

5070 KENTWORTH DRIVE
HOLLY SPRINGS, NORTH CAROLINA

PROJECT NO.: 23033

DRAWN BY: JAC

CHECKED BY: JAC

DATE: 08/29/23

SCALE: 1" = 20'

C300.1

3 of 5



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 12.

Consent Agenda

Title: Authorize the Town Manager to Enter into a Lease Agreement with Reindeer Holdings, LLC for office space located at 242 S. Main Street and approve associated budget amendment.

Strategic Priority Area: Organizational Excellence

Staff Resource: Paige Scott, Director, Public Works

Action(s):

Authorize the Town Manager to Enter into a Lease Agreement with Reindeer Holdings, LLC for office space located at 242 S. Main Street and approve associated budget amendment.

Explanation:

- Town Hall Commons Suite 216, located at 242 S Main Street, is a 4,595 square foot office space.
- The office space is available for lease on February 1, 2025.
- Staff has negotiated a two-year lease commencing on February 1, 2025, and ending on January 31, 2027, with the option to extend for one additional year.
- The first year of the lease is \$11,870 per month, each additional year shall increase by 2.5% on the lease year anniversary.
 - The first five months of the lease (\$59,350) will be funded using existing General Fund operating budget contingency funds within the approved Fiscal Year 2024-2025 operating budget.
 - The remaining lease terms will be incorporated in future fiscal year budgets.
- Based on preliminary drawings and lay out it is anticipated that a minimum of 35 employees can occupy the space upon lease agreement execution, with the ability to increase this number after final walk through, proper measurements and furniture placement. The leased space will temporarily relieve space challenges until the new Operations Campus facility is completed.

Background:

- In September 2024, water intrusion was reported at the Town Hall Annex facility.
- Following assessments of the roofing, moisture, and structural elements of the Annex facility, it was advised by independent structural engineer to not occupy the building until remedial structural, roofing, and wall plumbness repairs can be made.
- Approximately 20-25 employees within Parks and Recreation and IT reported to work at the Town Hall Annex and were relocated.
- The Town Hall Annex is approximately 4500 sq ft.
- The closure of the building and staff relocation impacted four departments and over 50 employees and has created space challenges that will last approximately two years until the new Operations Campus facility opens.
- Following a staff briefing at the December Workshop that included next steps recommendations by staff, Council directed staff to pursue a lease agreement for a space

that could meet the Town's temporary office space needs in light of the Annex facility being vacated by staff.

Funding Source(s):

Operating Budget - General Fund

Attachment(s):

1. Draft Lease Agreement
2. FY25 Budget Amendment Form - Lease Agreement

**COMMERCIAL LEASE AGREEMENT
(Single Tenant Facility)**

(Note: This form is not intended to be used as a Sublease and SHOULD NOT be used in Sublease circumstances)

THIS COMMERCIAL LEASE AGREEMENT, including any and all addenda attached hereto ("Lease"), is by and between
REINDEER HOLDINGS, LLC

a(n) NC LLC ("Landlord"),

(individual *or* State of formation and type of entity)

whose address is 2908 Cone Manor Ln., Raleigh, NC 27613-6610, and

Town of Holly Springs

a(n) Municipality ("Tenant").

(individual *or* State of formation and type of entity)

whose address is 128 S Main St, Holly Springs, NC 27540-9092

☐ If this box is checked, the obligations of Tenant under this Lease are secured by the guaranty of _____
(name(s) of guarantor(s)) attached hereto and incorporated herein by reference.

(Note: Any guaranty should be prepared by an attorney at law.)

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PREMISES

1. Landlord leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property, including any improvements located thereon (herein after called the "Premises"), to wit:

(Address): Unit No ____ of 242 South Main Street (Approx 4595 SQFT)

☒ All ☒ A portion of the property in Deed Reference: Book 17989 Page No. 276, Wake
County; consisting of approximately NA acres.

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide
at Page(s) _____, County, consisting of _____ acres.

☐ If this box is checked, Premises shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference.

(For information purposes only, the tax parcel number of the Premises is: _____)

☐ **Occupancy Limitation:** If this box is checked, notwithstanding any greater occupancy of the Premises which may be permitted by any law, statute, ordinance, regulation, rule (including rules enacted pursuant to any private use restrictions), as the same may be amended from time to time, Tenant shall not allow occupancy of the Premises to exceed _____ persons per _____ square feet in the Premises at any one time.

TERM

2. The term of this Lease shall commence on February 1, 2025 ("Lease Commencement Date"), and shall end at 11:59 p.m. (based upon the time at the locale of the Premises) on January 31, 2027, unless sooner terminated as herein provided. The first Lease Year Anniversary shall be the date twelve (12) calendar months after the first day of the first full month immediately following the Lease Commencement Date and successive Lease Year Anniversaries shall be the date twelve (12) calendar months from the previous Lease Year Anniversary.

☒ If this box is checked, Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least 30 days prior to the end of the then expiring term of this Lease, for 1 additional term(s) of 1 years each.

Page 1 of 12

North Carolina Association of REALTORS®, Inc.

STANDARD FORM 592-T
Revised 7/2020
© 7/2020

Tenant Initials _____ Landlord Initials _____

☐ If this box is checked, Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least _____ days prior to the end of the then expiring term of this Lease, for additional term(s) as specified on **Exhibit B**.

☐ ~~**Option to Lease**~~ If this box is checked, Tenant, upon the payment of the sum of \$ _____ (which sum is not rental or security deposit hereunder, but is consideration for this Option to Lease and is non-refundable under any circumstances) shall have a period of _____ days prior to the Lease Commencement Date ("Option Period") in which to inspect the Premises and make inquiry regarding such sign regulations, zoning regulations, utility availability, private restrictions or permits or other regulatory requirements as Tenant may deem appropriate to satisfy itself as to the use of the Premises for Tenant's intended purposes. Tenant shall conduct all such on-site inspections, examinations, inquiries and other review of the Premises in a good and workman like manner, shall repair any damage to the Premises caused by Tenant's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Landlord's or any tenant's use and enjoyment of the Premises. In that respect, Tenant shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to the tenant at the Premises of any entry onto the Premises for the purpose of conducting inspections. Upon Landlord's request, Tenant shall provide to Landlord evidence of general liability insurance. Tenant shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Premises and shall be entitled to review such books and records of Landlord that relate directly to the operation and maintenance of the Premises; provided, however, that Tenant shall not disclose any information regarding the Premises (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Tenant shall obtain their agreement to maintain such confidentiality. Tenant assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Option to Lease and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Tenant shall survive the termination of this Option to Lease or this Lease. Tenant shall, at Tenant's expense, promptly repair any damage to the Premises caused by Tenant's entry and on-site inspections. ~~**IF TENANT CHOOSES NOT TO LEASE THE PREMISES, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO LANDLORD THEREOF PRIOR TO THE EXPIRATION OF THE OPTION PERIOD, THEN THIS LEASE SHALL TERMINATE AND NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATIONS HEREUNDER AND LANDLORD SHALL RETURN TO TENANT ANY RENTAL OR SECURITY DEPOSIT PAID TO LANDLORD HEREUNDER.**~~ Tenant shall be deemed to have exercised its Option to Lease and to be bound under the terms of this Lease if (i) Tenant shall occupy the Premises prior to the expiration of the Option Period, whereupon the date of occupancy shall be deemed the Lease Commencement Date, or (ii) Tenant shall not provide written notice to Landlord of its termination of this Lease prior to the expiration of the Option Period.

RENTAL

3. Beginning on February 1, 2025 ("Rent Commencement Date"), Tenant agrees to pay Landlord (or its Agent as directed by Landlord), without notice, demand, deduction or set off, an annual rental of \$ 142,440 (inclusive of TCAM charges) payable in equal monthly installments of \$ 11,870, in advance on the first day of each calendar month during the term hereof. Upon execution of this Lease, Tenant shall pay to Landlord the first monthly installment of rent due hereunder. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due, based upon a 30 day month.

☒ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every ONE Lease Year Anniversary by 2.5 % over the amount then payable hereunder. In the event renewal of this Lease is provided for in paragraph 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed, or

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every _____ Lease Year Anniversary by the greater of: (i) _____ percent (_____ %) over the amount then payable hereunder, or, (ii) the percentage increase (but not any decrease) in the numerical index of the "Consumer Price Index for All Urban Consumers" (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor ("CPI") for the immediately preceding twelve (12) month period over the amount then payable hereunder.

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every _____ Lease Year Anniversary by \$ _____ over the amount then payable hereunder. In the event renewal of this Lease is provided for in paragraph 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed.

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted as provided on **Exhibit B**.

☐ If this box is checked, Tenant shall pay all rental to Landlord's Agent at the following address:

LATE CHARGES

4. If Landlord fails to receive full rental payment within 10 days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to 5 percent (%) of the overdue amount ~~or \$~~ ~~whichever is greater~~, plus any actual bank fees incurred for dishonored payments. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

SECURITY DEPOSIT

5. Upon the execution of this Lease, Tenant shall deposit with Landlord the sum of \$ 0.00 as a security deposit which shall be held by Landlord as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. The security deposit does not represent payment of and Tenant shall not presume application of same as payment of the last monthly installment of rental due under this Lease. Landlord shall have no obligation to segregate or otherwise account for the security deposit except as provided in this paragraph 5. If any of the rental or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made by Landlord on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant; and in such event Tenant upon demand shall restore the security deposit to the amount set forth above in this paragraph 5. In the event Tenant furnishes Landlord with proof that all utility bills and other bills of Tenant related to the Premises have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned to Tenant within sixty (60) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

☐ If this box is checked, Agent shall hold the security deposit in trust and shall be entitled to the interest, if any, thereon.

UTILITY BILLS/SERVICE CONTRACTS

6. Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. In each instance, the party undertaking responsibility for payment of a Service Obligation covenants that they will pay the applicable bills prior to delinquency. The responsibility to pay for a Service Obligation shall include all metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in said party's name. Within thirty (30) days of the Lease Commencement Date, Tenant shall provide Landlord with a copy of any requested Tenant Service Obligation information.

<u>Service Obligation</u>	<u>Landlord</u>	<u>Tenant</u>	<u>Not Applicable</u>
Sewer/Septic		X	
Water		X	
Electric		X	
Gas			X
Telephone		X	
HVAC (maintenance/service contract)		X	
Elevator (including phone line)			X
Security System			X
Fiber Optic			X
Janitor/Cleaning		X	
Trash/Dumpster	X		
Landscaping/Maintenance	X		
Sprinkler System (including phone line)			X
Pest Control			X
Internet		X	
			X
			X
			X
			X
			X
			X

Landlord shall not be liable for injury to Tenant's business or loss of income therefrom or for damage that may be sustained by the person, merchandise or personal property of Tenant, its employees, agents, invitees or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of any utility installations, air conditioning system or other components of the Premises, except to the extent that such damage or loss is caused by Landlord's gross negligence or willful misconduct. Landlord represents and warrants that the heating, ventilation and air conditioning system(s) and utility installations existing as of the Lease Commencement Date shall be in good order and repair. Subject to the provisions of this paragraph 6, Landlord shall not be liable in damages or otherwise for any discontinuance, failure or interruption of service to the Premises of utilities or the heating, ventilation and air conditioning system(s) and Tenant shall have no right to terminate this Lease or withhold rental because of the same.

RULES AND REGULATIONS

7. ☐ If this box is checked, the rules and regulations attached hereto ("Rules and Regulations") are made a part of this Lease. Tenant agrees to comply with all Rules and Regulations of Landlord in connection with the Premises which are in effect at the time of the execution of the Lease or which may be from time to time promulgated by Landlord in its reasonable discretion, provided notice of such new Rules and Regulations is given to Tenant in writing and the same are not in conflict with the terms and conditions of this Lease.

PERMITTED USES

8. The permitted use of the Premises shall be: Office
("Permitted Use"). The Premises shall be used and wholly occupied by Tenant solely for the purposes of conducting the Permitted Use, and the Premises shall not be used for any other purposes unless Tenant obtains Landlord's prior written approval of any change in use. Landlord makes no representation or warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable ordinances) of the Permitted Use for the Premises, provided however, that Landlord does represent that it has no contractual obligations with other parties which will materially interfere with or prohibit the Permitted Use of Tenant at the Premises. At Tenant's sole expense, Tenant shall procure, maintain and make available for Landlord's inspection from time to time any governmental license(s) or permit(s) required for the proper and lawful conduct of Tenant's business in the Premises. Tenant shall not cause or permit any waste to occur in the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Tenant shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, objectionable odors or nuisances.

TAXES AND INSURANCE

(Note: The following box should only be checked if there are no boxes checked below in paragraph 9.)

☒ If this box is checked, Tenant shall have no responsibility to reimburse Landlord for taxes or insurance.

9. Landlord shall pay all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises and shall procure and pay for such commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises as Landlord in its reasonable discretion may deem appropriate. Tenant shall reimburse Landlord for all taxes and insurance as provided herein within fifteen (15) days after receipt of notice from Landlord as to the amount due. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon. Tenant shall reimburse Landlord for taxes and insurance during the term of this Lease, and any extension or renewal thereof. **If boxes are checked below, the manner of reimbursement shall be as indicated:**

Taxes

☐ ~~The amount by which all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year exceed all taxes on the Premises for the tax year _____; or~~

☐ ~~All taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year.~~

~~If the final Lease Year of the term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the Premises for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease Year.~~

☐ ~~If this box is checked, Tenant shall reimburse Landlord for taxes by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-~~

~~twelfth (1/12) of the then current tax payments for the Premises. Upon receipt of bills, statements or other evidence of taxes due, Landlord shall pay or cause to be paid the taxes. If at any time the reimbursement payments by Tenant hereunder do not equal the amount of taxes paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the tax reimbursements paid hereunder except as provided in this paragraph 9.~~

Insurance

☐ ~~the excess cost of commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises over the cost of the first year of the Lease term for each subsequent year during the term of this Lease; or~~

☐ ~~the cost of all commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises.~~

☐ ~~If this box is checked, Tenant shall reimburse Landlord for insurance by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of the then current insurance premiums for the Premises. Upon receipt of bills, statements or other evidence of insurance premiums due, Landlord shall pay or cause to be paid the insurance premiums. If at any time the reimbursement payments by Tenant hereunder do not equal the amount of insurance premiums paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the insurance premium reimbursements paid here under except as provided in this paragraph 9.~~

Provided however, notwithstanding any provision of the foregoing, that in the event Tenant's use of the Premises results in an increase in the rate of insurance on the Premises, Tenant shall pay to Landlord, upon demand and as additional rental, the amount of any such increase.

INSURANCE; WAIVER; INDEMNITY

10. (a) During the term of this Lease, Tenant shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than \$1,000,000.00 combined single limit, per occurrence, specifically including liquor liability insurance covering consumption of alcoholic beverages by customers of Tenant should Tenant choose to sell alcoholic beverages. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. All policies of insurance provided for herein shall name as "additional insureds" Landlord, Landlord's Agent, all mortgagees of Landlord and such other individuals or entities as Landlord may from time to time designate upon written notice to Tenant. Tenant shall provide to Landlord, at least thirty (30) days prior to expiration, certificates of insurance to evidence any renewal or additional insurance procured by Tenant. Tenant shall provide evidence of all insurance required under this Lease to Landlord prior to the Lease Commencement Date.

(b) Landlord (for itself and its insurer) waives any rights, including rights of subrogation, and Tenant (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord and Tenant. The foregoing waivers of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.

(c) Except as otherwise provided in paragraph 10(b), Tenant indemnifies Landlord for damages proximately caused by the negligence or wrongful conduct of Tenant and Tenant's employees, agents, invitees or contractors. Except as otherwise provided in paragraph 10(b), Landlord indemnifies Tenant for damages proximately caused by the negligence or wrongful conduct of Landlord and Landlord's employees, agents, invitees or contractors. The indemnity provisions in this paragraph 10 cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of Landlord and Tenant (as the case may be). The indemnity obligations in this paragraph 10 shall survive the expiration or earlier termination of this Lease.

REPAIRS BY LANDLORD

11. Landlord agrees to keep in good repair the roof, foundation, structural supports and exterior walls of the buildings located on the Premises (exclusive of all glass and exclusive of all exterior doors) and, except as may be specifically allocated to Tenant in paragraph 12 herein, Landlord agrees to be responsible for capital replacements on the Premises; provided that Landlord shall not be responsible for repairs or capital replacements rendered necessary by the negligence or intentional wrongful acts of Tenant, its employees, agents, invitees or contractors. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair or replace and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

(Note: Should Landlord and Tenant need to further detail the allocation of responsibility hereunder, the Special Stipulations box at the end of the Lease should be checked and such allocation should be specified on an Exhibit B.)

REPAIRS BY TENANT

12. (a) Tenant accepts the Premises in their present condition and as suited for the Permitted Use and Tenant's intended purposes. Tenant, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, shall maintain in good order and repair the Premises, (except those repairs expressly required to be made by Landlord hereunder), specifically including but not limited to any building and other improvements located thereon, all light bulb and ballast replacements, plumbing fixtures and systems repairs within the Premises and water heater repairs. Tenant further agrees to care for the grounds around the building, including the mowing of grass, care of shrubs and general landscaping. Tenant shall use only licensed contractors for repairs where such license is required. Landlord shall have the right to approve the contract or as to any repairs in excess of \$ 250.00.

☒ If this box is checked, Tenant, at its expense, shall maintain the heating, ventilation and air conditioning system(s) ("HVAC Systems") in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Tenant shall be required to maintain a preventive maintenance contract for the HVAC Systems on terms and with a provider reasonably acceptable to Landlord, which contract shall call for at least semi-annual maintenance, inspection and repair of such HVAC Systems ("HVAC Contract"). Tenant shall provide a copy of the HVAC Contract to Landlord annually. Provided that: (i) Tenant has kept the HVAC Contract in force, and, (ii) Tenant shall have obtained Landlord's prior written approval of the contractor and the repair or replacement expenses for the HVAC Systems, then, for any calendar year, Tenant shall be responsible for the cost of repairing or replacing the HVAC Systems (or any major component thereof) up to \$ 250.00 per HVAC System with a maximum repair or replacement cost of \$ 250.00/unit for all HVAC Systems ("HVAC Cap") in such year. Tenant shall provide Landlord copies of all records related to the servicing, maintenance, repair, and replacement of the HVAC Systems upon the occurrence of any service, maintenance, repair, or replacement of the HVAC Systems. Landlord shall be responsible for paying the repair cost or replacement cost of such HVAC System in excess of the HVAC Cap.

☐ If this box is checked, Landlord, at its expense, shall maintain the heating, ventilation and air conditioning system(s) ("HVAC Systems") in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Provided that, Tenant shall reimburse Landlord for the cost of repairing or replacing the HVAC Systems (or any major component thereof) an amount up to \$ _____ per HVAC System with a maximum replacement cost of \$ _____ for all HVAC Systems ("HVAC Cap") in such year. Landlord shall be responsible for paying the repair cost or replacement cost of such HVAC System in excess of the HVAC Cap. Tenant shall reimburse Landlord for the amount of the HVAC Cap payable hereunder upon the written request of Landlord.

(b) Tenant, Tenant's employees, agents, invitees or contractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this paragraph 12.

ALTERATIONS

13. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord, in connection with Landlord's consent to same, may designate any such alterations, additions, or improvements to the Premises as subject to removal upon the expiration or earlier termination of this Lease, in which case, upon Landlord's written notice to Tenant to remove same at the expiration or earlier termination of this Lease, Tenant shall do so and restore the Premises to the condition that existed prior to such alterations, additions, or improvements being made. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph 13 upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Tenant has no authority to allow, will not permit, and will indemnify Landlord and hold it harmless from, any contractors', laborers', mechanics', or materialmen's liens, or any other similar liens filed against the Premises in connection with any alterations, additions, or improvements to the Premises.

SURRENDERING THE PREMISES

14. Tenant shall schedule its move date with Landlord, in writing, in advance of the expiration or earlier termination of this Lease. Tenant agrees to return the Premises to Landlord at the expiration or earlier termination of this Lease, broom clean and in as good condition and repair as on the Lease Commencement Date, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. By written notice to Tenant, Landlord may require Tenant to remove any alterations, additions or improvements at the expiration or earlier termination of this Lease (whether or not made with Landlord's consent and whether or not designated via paragraph 13 as subject to removal) and to restore the Premises to its prior condition as of the Lease Commencement Date, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's personal property or trade fixtures which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such personal property or trade fixtures.

(Note: Should Landlord and Tenant need to further enumerate their intent/understanding as to the status of items or property as fixtures, trade fixtures, or personal property hereunder, the Special Stipulations box at the end of the Lease should be checked and such enumeration should be specified by listing same by category on an Exhibit B.)

DESTRUCTION OF OR DAMAGE TO PREMISES

15. (a) If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, Landlord shall have the right to terminate this Lease on written notice to Tenant within thirty (30) days after such destruction and this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date.

(b) If the Premises are damaged but not wholly destroyed by any such casualties or if the Landlord does not elect to terminate the Lease under paragraph 15(a) above, Landlord shall commence (or shall cause to be commenced) reconstruction of the Premises within one hundred twenty (120) days after such occurrence and prosecute the same diligently to completion, not to exceed two hundred seventy (270) days from the date upon which Landlord receives applicable permits and insurance proceeds. In the event Landlord shall fail to substantially complete reconstruction of the Premises within said two hundred seventy (270) day period, Tenant's sole remedy shall be to terminate this Lease.

(c) In the event of any casualty at the Premises during the last one (1) year of the Lease Term, Landlord and Tenant each shall have the option to terminate this Lease on written notice to the other of exercise thereof within sixty (60) days after such occurrence.

(d) In the event of reconstruction of the Premises, Tenant shall continue the operation of its business in the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay annual rental and any other sums due under this Lease shall remain in full force and effect during the period of reconstruction. The annual rental and other sums due under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired, commencing from the date of destruction and continuing during the period of such reconstruction. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

(e) In the event of the termination of this Lease under any of the provisions of this paragraph 15, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

GOVERNMENTAL ORDERS

16. Tenant, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises; (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. §12101, et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time. Landlord and Tenant agree, however, that if in order to comply with such requirements the cost to Tenant shall exceed a sum equal to one (1) year's rent, then Tenant may terminate this Lease by giving written notice of termination to Landlord in accordance with the terms of this Lease, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements, unless, within thirty (30) days of receiving such notice, Landlord agrees in writing to be responsible for such compliance, at its own expense, and commences compliance activity, in which case Tenant's notice given hereunder shall not terminate this Lease.

CONDEMNATION

17. (a) If the entire Premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Lease shall terminate as of the date of such taking, and Landlord and Tenant shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease.

(b) If more than twenty-five percent (25%) of the floor area of any building of the Premises is taken, or if by reason of any taking, regardless of the amount so taken, the remainder of the Premises is not one undivided space or is rendered unusable for the Permitted Use, either Landlord or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate the portion of the Premises taken, upon giving notice of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that said Premises have been or will be so taken. In the event of such termination, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

(c) Landlord and Tenant, immediately after learning of any taking, shall give notice thereof to each other.

(d) If this Lease is not terminated on account of a taking as provided herein above, then Tenant shall continue to occupy that portion of the Premises not taken and the parties shall proceed as follows: (i) at Landlord's cost and expense and as soon as reasonably possible, Landlord shall restore (or shall cause to be restored) the Premises remaining to a complete unit of like quality and character as existed prior to such appropriation or taking, and (ii) the annual rent provided for in paragraph 3 and other sums due under the Lease shall be reduced on an equitable basis, taking into account the relative values of the portion taken as compared to the portion remaining. Tenant waives any statutory rights of termination that may arise because of any partial taking of the Premises.

(e) Landlord shall be entitled to the entire condemnation award for any taking of the Premises or any part thereof. Tenant's right to receive any amounts separately awarded to Tenant directly from the condemning authority for the taking of its merchandise, personal property, relocation expenses and/or interests in other than the real property taken shall not be affected in any manner by the provisions of this paragraph 17, provided Tenant's award does not reduce or affect Landlord's award and provided further, Tenant shall have no claim for the loss of its leasehold estate.

ASSIGNMENT AND SUBLETTING

18. Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall pay to Landlord, concurrently with any request for consent to assignment or sublet, a non-refundable fee of \$ **500.00** as payment to Landlord for its review and processing of the request. In addition, Tenant shall pay to Landlord any legal fees and expenses incurred by Landlord in connection with the proposed assignment or sublet, to the extent such amounts exceed \$ **500.00**. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

EVENTS OF DEFAULT

19. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay when due the rental or any other monetary obligation as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within thirty (30) days after written notice of such breach; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

REMEDIES UPON DEFAULT

20. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default and expressly shall have no duty to mitigate Tenant's damages. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof. Tenant acknowledges and understands that Landlord's acceptance of partial rental will not waive Tenant's breach of this Lease or limit Landlord's rights against Tenant hereunder or Landlord's right to evict Tenant through a summary ejectment proceeding, whether filed before or after Landlord's acceptance of any such partial rental.

EXTERIOR SIGNS

21. Tenant shall place no signs upon the outside walls, doors or roof of the Premises, except with the express written consent of the Landlord in Landlord's sole discretion. Any consent given by Landlord shall expressly not be a representation of or warranty of any legal entitlement to signage at the Premises. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

LANDLORD'S ENTRY OF PREMISES

22. Landlord may advertise the Premises "For Rent" 90 days before the termination of this Lease. Landlord may enter the Premises upon prior notice at reasonable hours to exhibit same to prospective purchasers or tenants, to make repairs required of Landlord under the terms hereof, for reasonable business purposes and otherwise as may be agreed by Landlord and Tenant. Landlord may enter the Premises at any time without prior notice, in the event of an emergency or to make emergency repairs to the Premises. Upon request of Landlord, Tenant shall provide Landlord with a functioning key to the Premises and shall replace such key if the locks to the Premises are changed.

QUIET ENJOYMENT

23. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

HOLDING OVER

24. If Tenant remains in possession of the Premises after expiration of the term hereof, Tenant shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law. In such event, commencing on the date following the date of expiration of the term, the monthly rental payable under Paragraph 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be **twice** the monthly rental otherwise payable under Paragraph 3 above.

ENVIRONMENTAL LAWS

25. (a) Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove from the Premises, all Hazardous Materials that were placed on the Premises by Tenant or Tenant's employees, agents, invitees or contractors, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials caused by Tenant or Tenant's employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the Premises if such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees or successors in interest.

(d) For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

(e) The warranties and indemnities contained in this paragraph 25 shall survive the termination of this Lease.

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STANDARD FORM 592-T

Revised 7/2020

© 7/2019

Tenant Initials _____ Landlord Initials _____

SUBORDINATION; ATTORNMENT; ESTOPPEL

26. (a) This Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to all currently existing and future mortgages affecting the Premises. Within ten (10) days after the receipt of a written request from Landlord or any Landlord mortgagee, Tenant shall confirm such subordination by executing and delivering Landlord and Landlord's mortgagee a recordable subordination agreement and such other documents as may be reasonably requested, in form and content satisfactory to Landlord and Landlord's mortgagee. Provided, however, as a condition to Tenant's obligation to execute and deliver any such subordination agreement, the applicable mortgagee must agree that mortgagee shall not unilaterally, materially alter this Lease and this Lease shall not be divested by foreclosure or other default proceedings thereunder so long as Tenant shall not be in default under the terms of this Lease beyond any applicable cure period set forth herein. Tenant acknowledges that any Landlord mortgagee has the right to subordinate at any time its interest in this Lease and the leasehold estate to that of Tenant, without Tenant's consent.

(b) If Landlord sells, transfers, or conveys its interest in the Premises or this Lease, or if the same is foreclosed judicially or nonjudicially, or otherwise acquired, by a Landlord mortgagee, upon the request of Landlord or Landlord's successor, Tenant shall attorn to said successor, provided said successor accepts the Premises subject to this Lease. Tenant shall, upon the request of Landlord or Landlord's successor, execute an attornment agreement confirming the same, in form and substance acceptable to Landlord or Landlord's successor and Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, transfer or conveyance; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, transfer or conveyance. Such agreement shall provide, among other things, that said successor shall not be bound by (a) any prepayment of more than one (1) month's rental (except the Security Deposit) or (b) any material amendment of this Lease made after the later of the Lease Commencement Date or the date that such successor's lien or interest first arose, unless said successor shall have consented to such amendment.

(c) Within ten (10) days after request from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate (to be prepared by Landlord and delivered to Tenant) with appropriate facts then in existence concerning the status of this Lease and Tenant's occupancy, and with any exceptions thereto noted in writing by Tenant. Tenant's failure to execute and deliver the Estoppel Certificate within said ten (10) day period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

ABANDONMENT

27. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises, at the option of Landlord, shall be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

NOTICES

28. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Paragraph 3 hereof. All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

BROKERS

29. Except as expressly provided herein, Tenant and Landlord agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the lease of the Property to Tenant. Tenant and Landlord represent and warrant to each other that: (i) except as to the brokers designated below ("Brokers"), they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Tenant and/or the Landlord.

_____, ("Listing Agency"),
_____, ("Listing Agent" - License # _____)
Acting as: ☒ Landlord's Agent; ☐ Dual Agent
and _____, (Leasing Agency"),
_____, ("Leasing Agent" - License # _____)
Acting as: ☐ Tenant's Agent; ☐ Landlord's (Sub)Agent; ☐ Dual Agent

GENERAL TERMS

30. (a) "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Paragraph 3, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

(b) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

(c) Time is of the essence in this Lease.

(d) This Lease may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Lease may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Lease shall not affect the validity of any other provisions hereof and this Lease shall be construed and enforced as if such invalid provisions were not included.

(e) Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Lease are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Lease.

(f) Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (memorandum of lease) in recordable form, setting forth such provisions hereof (other than the amount of annual rental and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

(g) If legal proceedings are instituted to enforce any provision of this Lease, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

SPECIAL STIPULATIONS

☒ If this box is checked, additional terms of this Lease are set forth on **Exhibit B** attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft lease provisions.)

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE NORTH CAROLINA ASSOCIATION OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES AND RECOMMENDS THAT YOU CONSULT YOUR ATTORNEY.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Lease to be duly executed.

LANDLORD:

Individual

Date: _____

Date: _____

Business Entity

(Name of Firm)

By: _____

Title: _____

Date: _____

TENANT:

Individual

Date: _____

Date: _____

Business Entity

Town of Holly Springs
(Name of Firm)

By: _____
Randy Harrington

Title: **Town Manager**

Date: _____

EXHIBIT A

FLOOR PLAN OF UNIT ___, 242 Main

EXHIBIT B
ADDITIONAL TERMS

The parties understand and agree that all Fixtures, Furniture, and Equipment is additional valuable consideration for this Lease. Landlord represents that the following are available to the Tenant for use during the lease, which add no additional value and the Landlord disclaims any warranty therefore: Conference table, chairs in conference area, kitchen table and chairs, refrigerator, and all other tables, chairs, and desks that are on site at the premises during a walk through to take place on January 20, 2025 on or before 5 PM.

Landlord represents that all systems such as HVAC, Electrical, and Plumbing are operational and in good repair at the start of the Lease and suitable for use as Office space for the Tenant. No warranties are made for continued operation of such system and any repairs shall be made by the Tenant during the Term in accordance with the applicable lease provision.

Town of Holly Springs FY2024-25 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, 2025.

Department: Administration **Date:** 1/21/2025

Reason for Budget Amendment:

Town leasing of office space at Town Hall Commons at a rate of \$11,870/month. This amendment covers the FY25 expenses beginning February 1 through June 30, 2025.

Expense			
Account #	Account Description	Increase	Decrease
10-412-11-12.01	General Fund - Town Manager's Office - Prof. Fees		\$ 59,350
10-410-46.03	General Fund - Central Services - Leases	\$ 59,350	
Total Expense:		\$ 59,350	\$ 59,350

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.



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 13.

Consent Agenda

Title: Wastewater Dewatering Contract and Budget Amendment

Strategic Priority Area: Growth Management & Economic Vitality
Community Safety

Staff Resource: Rachel Ingham, Utilities and Infrastructure, Sara Emig, Utilities and Infrastructure

Action(s):

- Approve a contract with Andritz Separation Inc. for the purchase of a refurbished semi-trailer mounted centrifuge for \$809,201.25
- Adopt Wastewater Capital Project Ordinance (25-02) and Reimbursement Resolution (25-02)

Explanation:

- The adopted Community Investment Plan (CIP) includes funding for the purchase of a dewatering press funded from \$430,000 in Prior Fiscal Years (FY) and \$1,200,000 in FY26.
- An opportunity has been identified to purchase a pre-owned dewatering centrifuge on a semi-trailer for significant savings, if money is advanced from FY26 to the current fiscal year. The Town will realize a savings of approximately \$400,000 in capital costs compared to the FY26 budget.
- The Utley Creek Water Reclamation Facility (UCWRF) upgrade project includes \$2,400,000 in projected costs for temporary dewatering while a new solids facility is constructed. The trailer mounted centrifuge will provide the necessary temporary dewatering, saving the Town \$2,400,000 in project costs.
- Andritz will hold the purchase price until installment financing can be procured with a \$50,000 deposit.
- Wastewater Capital Project Ordinance (25-02) appropriates \$809,201.15 in anticipated financing which includes:
 - \$680,000 Trailer mounted Dewatering System
 - \$66,000 Incline Screw Conveyor
 - \$8,500 Estimated freight
 - \$54,701.25 Tax
- Reimbursement Resolution (25-02) enables Finance staff to pursue potential financing for the project and reimburse Utility Reserves.
 - Town staff intends to pursue an installment purchase agreement to finance the project and will pursue a request for proposal (RFP) to determine if favorable rates can be secured.
 - A finalization of future installment financing terms will be brought back for future Town Council action.

Background:

- The wastewater treatment process produces clean wastewater, the portion discharged into Utley Creek, and biosolids, the treated organic byproduct that can be reused for other applications. The biosolids from the Utley Creek Water Reclamation Facility (UCWRF) are transported off-site by a third party vendor.
- The UCWRF is charged by the ton for each full container of biosolids that leaves the site.
- Dewatering is a process that takes the biosolids in liquid form and converts it into a semi-solid "cake" form. This makes the cake easily transportable and saves transportation removal costs. Because water weighs several pounds per gallon, dryer cake results in reduced weight, reduced volume, and increased amount of solids that can fit into a single container for transport.
- The UCWRF currently operates one PWTech Volute Screw type press that runs 24 hours a day, 7 days a week.
- The \$430,000 in previous fiscal years was used to replace the single volute screw press with a larger unit.
- For redundancy, resiliency, and to meet increasing wastewater treatment capacity needs of the Town's population growth, continued commercial development, and new and existing industrial partners, procurement of a second dewatering unit is necessary.
- The \$1,200,000 in FY26 was earmarked to purchase a second PWTech volute screw press.
- The UCWRF upgrade will install a different technology for dewatering called centrifuges. The Town has preselected equipment for the UCWRF upgrade after advertising Requests for Proposals. Out of five (5) submittals, Andritz was selected to provide centrifuges for the UCWRF upgrade.
- If the dewatering project proceeds as previously planned in the approved budget book, the second volute screw press will be decommissioned during construction, because a different type of dewatering unit (centrifuge) will be installed.
- When the existing volute screw press was installed, the Town rented a centrifuge on a skid (temporary dewatering unit) from Andritz. The centrifuge produced drier cake in less time than the volute screw press.
- The UCWRF will need temporary dewatering during construction of the UCWRF 6-8 million gallons per day (MGD) upgrade. Due to the mobile nature of the trailer mounted centrifuge, this equipment can provide dewatering during construction.
- It is less expensive to purchase a mobile centrifuge than to rent for an extended period of time. Additionally, a portion of the capital costs can be recouped by reselling the trailer mounted centrifuge after construction is complete or by entering into a buy back program.
- Andritz had five (5) of these refurbished units, and four (4) have already been sold. If this unit isn't purchased, the Town will need to invest in a new trailer mounted centrifuge or rent a centrifuge on a skid for an extended period of time during construction of the upgrades, costing an estimated \$2,400,000.
- This unit is the same centrifuge that will be installed with the UCWRF upgrade but is a 2005 model. The centrifuge has been taken apart and refurbished to like-new condition. Interior components have been replaced with new updated components, and the control panel is new.
- Upon delivery (estimated at 14-weeks), the centrifuge will be put into service immediately so that the Town can take advantage of the more cost-effective dewatered cake solids production.
- The refurbished unit comes with an 18-month warranty.

Funding Source(s):

Community Investment Plan - Installment Financing

Attachment(s):

1. Contract for PURCHASE OF ASSETS - Formal Bid - Andritz V2
2. Summary or Ordinance Changes for Jan 21 2025
3. Waste Water Projects Capital Ordinance (25-02)
4. Reimbursement Resolution (25-02)
5. Andritz Quote - trailer mounted centrifuge



CONTRACT TO PURCHASE ASSET(S) FORMAL BID

THIS AGREEMENT dated _____, between the **Town of Holly Springs**, North Carolina, for itself and its Successors & Assigns (hereinafter called the "Town") and **Andritz Separation, Inc.** (herein after called the "Vendor").

Town hereby desires to enter into a contract for the purchase of certain assets with the Vendor and the Vendor agrees to enter into this contract and deliver the assets to the Town as set forth below or as stated in **Exhibit A**, in the manner and time hereinafter described, and both parties do hereby agree as follows:

SERVICES OF VENDOR

The assets to be purchased are described in **Exhibit A** (the "Quote") as attached hereto and incorporated by reference. Vendor agrees to employ such personnel as may be needed to secure, make, and deliver the assets in the manner and time prescribed herein. Such personnel shall be employees of the Vendor and said Vendor shall be an independent Vendor of the Town.

TOWN'S RESPONSIBILITIES

The Town shall make available the facilities to the Vendor, as necessary to complete delivery and/or installation of assets, and shall not impede the work of the Vendor, except as necessary. Any additional Town responsibilities shall be listed in **Exhibit A**.

BIDDING COMPLIANCE:

The Town shall comply with the bidding laws of the State of North Carolina. Failure to do so shall make this Contract void. The Town's Contract Manager for this Contract is:

Terry Foster, Utilities & Infrastructure
Email: terry.foster@hollyspringsnc.gov
Phone: (919) 567-4738

(Name, Department)

For purchase \$90,000 and above, formal (public) bidding is required.

The Contract Manager certifies that public bidding has taken place.

OR

The Contract Manager certifies that an exception to public bidding applies. The exception is:
This purchase qualifies for an exemption pursuant to N.C.G.S. § 143-129(e)(10) as it is used/refurbished.

Contract Manager **Date Signed:**
Printed Name: Terry Foster

Department Head/Supervisor **Date Signed:**
Printed Name: Kendra Parrish

PAYMENT

The Town shall pay the Vendor the contract sum in the following manner:

X The Vendor shall provide the Town with an invoice upon the receipt of the goods described in **Exhibit A**, which the Town shall have thirty (30) days to pay. The Contract total shall not exceed \$806,201.25, including freight and taxes.

OR

 Description of Alternative Payment Terms:

TIME AND MANNER FOR PURCHASE OF ASSETS

The times and manner for the purchase of the assets subject to this Contract are set forth in **Exhibit A**, or as otherwise set forth below:

CONTRACT FOR PROFESSIONAL SERVICES

The Town's Contract Administrator hereby directs the Vendor to deliver to:

FCA Origin Prepaid and ADD – Actual Billed Freight charges, not to exceed \$8,500.00.
Delivery Address: 150 Treatment Plant Road, Holly Springs, NC 27540.

GENERAL CONSIDERATIONS

1. Standards of Performance.

- 1.1** The standard of care for all services performed or furnished by Vendor under this Agreement will be the care and skill ordinarily used by members of the Vendor's profession practicing under similar circumstances at the same time and in the same locality.
- 1.2** Vendor represents that, prior to submitting the Bid and executing this Contract, Vendor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Services under this Contract shall be coordinated under and performed to the satisfaction of the Town Contact. Town is authorized to withhold payment of any funds under this Contract until complete delivery and/or installation of assets as described in Exhibit A.
- 1.3** Vendor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Vendor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.
- 1.4** Vendor and Town shall comply with applicable Laws or Regulations and Town mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Town's responsibilities or to Vendor's scope of services, times of performance, or compensation.
- 1.5** Vendor is an independent Vendor of the Town. The Town and the Vendor mutually agree to indemnify and hold harmless each party from any claims of negligence brought forth. Vendor is familiar with the property and its condition.

2. Warranty.

- 2.1** Vendor knows and understands the purpose to which the assets are being purchased by the Town. Vendor hereby warrants that the materials that are the subject of this contract are fit for the purpose intended by the Town, and agrees to warrant good craftsmanship for a period of not less than 1 year, or any term longer stated in **Exhibit A**. In the event of any contradictory language in **Exhibit A**, this language shall apply. If the Vendor offers any additional warranties, they shall be included as **Exhibit C**.

3. Term and Termination.

3.1 The term for this contract is until receipt of the good(s) described in **Exhibit A**, or one (1) year, whichever is shorter.

3.2 The mutual obligations of the Parties contained in this Agreement may be terminated:

3.2.1 For cause by either party upon 30 days written notice in the event of a failure by the other party to perform in accordance with the terms hereof.

3.2.2 For failure to consistently satisfy the Standards of Performance in the opinion of the Town Contract.

3.2.3 Upon mutual agreement.

4. Controlling Law.

4.1 This agreement is to be governed by the law of the State of North Carolina.

4.2 Venue and jurisdiction are proper in the 10th Judicial District of North Carolina (Wake County).

5. Notices.

5.1 Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address below, or given personally, or by regular, registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of the receipt.

5.1.1 For the Town:

Terry Foster, WRF - Operations	(Name, Title)
Utilities & Infrastructure	(Department)
P.O. Box 8	(Address)
Holly Springs, NC 27540	
(919) 567-4738	(Phone)
Terry.foster@hollyspringsnc.gov	(e-mail)

5.1.2 For the Vendor/Vendor:

John Westfall, Area Sales Mgr.	(Name, Title)
Andritz Separation, Inc.	(Company)
123 Erskine Lane	(Address)
Scott Depot, WV 25560	
(304) 741-9106	(Phone)
John.westfall@andritz.com	(e-mail)

6. Severability.

6.1 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall

continue to be valid and binding upon Town and Vendor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7. Waiver.

7.1 Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

8. Attorney's Fees.

8.1 In the event of a breach of this Agreement, the substantially prevailing party shall be entitled to an award of reasonable attorney's fees and costs relating to compelling performance under this Agreement.

9. Insurance & Indemnification Requirement.

~~**9.1** If the Vendor is to provide installation services on Town property or for Town assets, then Vendor shall provide general liability insurance for a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate, and an umbrella policy for at least \$5,000,000 for the complete term of the contract. Additionally, the Vendor shall supply workman's compensation insurance coverage to all employees within the statutory limits. If this requirement is triggered, then the Vendor shall provide a Certificate of Insurance, naming the Town as an additional insured entity for so long as required to complete the installation, which Certificate is attached as **Exhibit B**. Any acceptance of lower insurance limits must be authorized on the Exhibit B cover page.~~

10. Prohibition Against Sex Offenders.

10.1 In the event that Vendor or its employees are being granted access to the Town's Park system and/or Town Facilities (collectively "Facility") during hours of operation. Vendor hereby agrees that it shall not employ or otherwise allow to perform any aspect of the Contract any person who is a registered sex offender for any scope of work requiring such employee or Vendor of the Vendor to access any area of the Facility. Vendor shall have an affirmative duty to ensure compliance with this section by checking the state and national registry for sex offenders against any employee, agent, Vendor, subcontractor, officer, director, or any person that shall in any way perform under this contract. Vendor shall check the registry initially and periodically during the term of the Contract as often as necessary to ensure compliance with this section at all times. Vendor additionally agrees to indemnify and hold the Town harmless for any act or omission that may arise out of the operation of the Contract, the ACP, or any parole agreement among the parties that arise from, directly or indirectly, the Vendor's failure to ensure compliance with this section. This indemnification includes a duty to provide a legal defense.

11. Independent Vendor.

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

11.2 Vendor's Control Over Services Provided for Installation. Vendor shall retain the unqualified right of control over the means, manner and methods by which the Installation is performed, and the right to perform such services at the locations and times as required to complete said installation of asset(s), and as approved by the Town. Vendor shall be responsible for providing all equipment, materials and supplies that Vendor determines are needed to timely complete the Installation.

11.3 The Vendor agrees to waive any and all claims against the Town from itself or its employees arising from materials supplied, delivery by the Vendor and work performed by the Vendor pursuant to this Contract and to protect, defend, indemnify and hold the Town and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind in character and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of actions of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. The Vendor/Licensee further agrees to investigate, handle, provide defense for and respond to, any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claims are groundless, false, or fraudulent.

12. Non-Discrimination.

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

13. Vendor's Employees.

13.1 Vendor agrees and consents that the Town is allowing access to the Vendor to both publicly used and private sensitive Town facilities. Vendor, and any employee,

agent, subagent, volunteer, or any person authorized to act on behalf of the Vendor shall maintain a professional demeanor at all times during the interaction with the Town's patrons and visitors to Town facilities. Vendor shall refrain from other commercial or political activity while performing this contract on Town Facilities. Vendor shall undergo criminal background checks on all employees and subcontractors working at the direction of the Vendor in this contract, and shall exclude any employees from working in any Town facility any employees that:

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

14. Assignment.

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

15. Right of Review and Audit.

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

16. Non-Appropriations.

16.1 No provision of this agreement shall be construed or interpreted as creating a pledge of the faith and credit of the town within the meaning of any constitutional debt limitation. No provision of this agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the town within the meaning of the constitution of the state. This agreement shall not directly or indirectly or contingently obligate the town to make any payments beyond those appropriated in the sole discretion of the town for any fiscal year in which this agreement is in effect; provided, however, that any failure or refusal by the town to appropriate funds which results in the failure by the town to make any payment coming due hereunder will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the town in any action for breach of a contractual obligation under this agreement and the taxing power of the town is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this agreement.

17. Full Agreement. This Contract is the full agreement of the parties, and neither has, or is relaying on any information not contained in this Contract or its Exhibits. The terms of this Contract supersede any conflicting terms which may be contained in any Exhibit attached hereto and incorporated by reference.

18. Exhibit List. The following documents shall be attached hereto and incorporated by reference.

Exhibit A – Quote or Purchase Agreement

Exhibit B – Certificate of Insurance, if installation

Exhibit C – Warranty, if applicable

[Signature Page Follows]

TOWN OF HOLLY SPRINGS:

VENDOR:

BY: _____
Randy J. Harrington, Town Manager
Date:

Signature _____
Name: _____
Title: _____

WITNESS:

WITNESS:

Linda McKinney, Town Clerk
Date:

Title: _____

Contract Manager: _____ Date:

Purchasing Manager: _____ Brettany DeVold
Date:

Purchase Order No.: _____ (if applicable)

Approved as to form:

John Schifano, Town Attorney Date:

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

Tina Stroupe, Director of Finance Date:

CONTRACT FOR PROFESSIONAL SERVICES

EXHIBIT A



QUOTATION

Customer: 1030278

Town of Holly Springs

PO Box 8

Holly Springs NC 27540-0008

Contact: **Terry Foster**

Fax:

Copy to:

Your inquiry: **Email**

Our quote no: **21147012**

Supplier:

Contact:

Phone:

Fax:

E-mail:

Date:

Sales

Responsible:

Andritz Separation Inc.

Sarah J Toppins

+1 817 419 1747

sarah.toppins@andritz.com

11/21/2024

WESTFALL, JOHN

Dear Terry Foster,

We thank you for your inquiry and are pleased to quote as follows:

1. Scope of supply

Should you choose to place an order, please provide the following information:

1. Shipping Address for Delivery
2. Billing Address for Invoice
3. Our terms of delivery are FCA ORIGIN PREPAID AND ADD, according to incoterms 2020.
4. Reference this quote number.

Freight is excluded.

****ANDRITZ HAS A \$250 USD MINIMUM ORDER AMOUNT****

Please note currency is in US Dollars

Andritz Inc Standard Terms & Conditions apply, with the exception of Warranty is extended to 18 months.

Returned goods require pre approval and are subject to restocking and inspection fees.

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
10		129999901		1	PC	680,000.00	680,000.00
	Trailer mounted dewatering system, description: Used / refurbished D5LL decanter centrifuge., New: piping, wiring, progressive cavity sludge feed pump, sludge grinder, polymer system, wash water pump, solids screw conveyor, control panel. Mounted on a new custom trailer with side						
20		129999901		1	PC	66,000.00	66,000.00

Page 1 of 6

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA

Tel : +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
ANDRITZ Separation Inc.
Dept: 0312

P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786



Our quote no: 21147012

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
	Optional incline screw conveyor for dewatered solids transport						
40	FREIGHT DEST- ACTUAL FREIGHT CHARGES WILL BE BILLED	131307636		1	EA	8,500.00	8,500.00
50	TAX	129999901		1	PC	54,701.25	54,701.25
Items total							809,201.25
Total Amount						USD	809,201.25

* S = Spare Parts, W = Wear Parts

Technical contact: Ray Potter /**Phone:** +1 817 419 1788 / ray.potter@andritz.com

Terms and Conditions

2. **Delivery Time:**
after receipt of order and any clarifications.
3. **Terms of delivery:**
Our terms of delivery are FCA ORIGIN PREPAID AND ADD, according to INCOTERMS 2020.
4. **Terms of Payment:**
See below
\$50,000 non refundable deposit to hold machine.
Prices are locked in after deposit is made for the centrifuge trailer unit.
5. **Validity of quotation:**
This quotation is valid to 01/31/2025.

Other Terms:

6. *********
COVID-19 pandemic delays, disrupts, or prevents Andritz's performance, or increases shipping or freight costs, Andritz shall be entitled to change order containing an appropriate adjustment in the contract price and/or delivery schedule. Furthermore, in the event that developments related to the pandemic, whether initiated prior to or after the date of this proposal, quotation, or order, including but not limited to travel advisories, steps taken to protect the health and safety of

Page 2 of 6

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA
Tel : +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
ANDRITZ Separation Inc.
Dept: 0312
P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786



Our quote no: 21147012

employees, Government orders, and temporary facility shutdowns, increase the cost or time for delivery, Andritz shall be entitled to adjust the price and delivery dates herein to reflect these impacts. Andritz's delivery date and prices (including freight) are estimates only based on Andritz's standard delivery dates and prices and do not account for the present and future schedule impacts of the COVID-19 pandemic. Nothing in this proposal, quotation, or order, or any contract based hereon, shall be construed as a waiver of these rights.

The crisis in Russia/Ukraine is impacting the complete global supply chain, including but not limited to, raw material shortages, extended delivery times, unavailability/restricted availability of transport as well as unforeseeable price increases. The Parties therefore agree that the price and delivery times in this order confirmation are indicative only. In case the crisis leads to any impacts on the delivery time or to a price increase of more than 5% of the order value after the date of the order confirmation, we reserve our right to adapt the prices and/or the delivery times accordingly. Nothing in this order confirmation can be construed as a waiver of such right. Of course, we will stay in close contact with you, being stipulated that we are doing our best effort to overcome this significant cost pressure and hurdles in the supply chain.

TERMS APPLICABLE

This quotation or acknowledgement and Seller's sale of Products and/or provision of Services described in Buyer's purchase order issued in whole or in part in response to this quotation or in response to which this acknowledgement is issued are expressly limited to and expressly made conditional on, Buyer's acceptance of the Terms and Conditions of Sale and/or Service listed below, which are the exclusive terms and conditions upon which Andritz Separation Inc. or the applicable Andritz entity supplying the same ("Seller") will accept a purchase order for the sale of new, used and refurbished products, equipment, parts and/or the provision of services ("Products" and "Services"). These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Seller's commencement of work under the Purchase Order or Buyer's acceptance of delivery of or payment for any Products or Services covered by this Agreement, in whole or in part, shall be deemed Buyer's agreement to the foregoing. The term "this Agreement" as used herein means this quotation or acknowledgment or Buyer's purchase order, together with any attachment thereto, any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference), and these Terms and Conditions of Sale and/or Service.

7. DELIVERY OR PERFORMANCE

Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. Installation of any Product shall not be Seller's responsibility unless specifically provided for in this Agreement. Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2010.

8. WARRANTY

(a) Products Warranty.

(i) New Equipment Warranty. In the case of the purchase of new equipment the Seller warrants to Buyer that the new equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the new equipment to Buyer and shall expire on the earlier of 12 months from initial operation of the new equipment and 18 months from delivery thereof (the "Warranty Period").

(ii) Parts and Used or Reconditioned Machinery or Equipment Warranty. In the case of parts or used or reconditioned machinery or equipment, and unless otherwise indicated, Seller warrants to Buyer that the parts or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the parts or the used or reconditioned machinery or equipment to the buyer and shall expire 6 months from delivery thereof (the "Warranty Period").

(iii) If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a): (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

(b) Services Warranty. Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

(c) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

(d) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(e) The remedies provided in Paragraphs 3(a), 3(b) and 3(c) are Buyer's exclusive remedy for breach of warranty.

(f) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

9. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, or this Agreement or from the performance or breach hereof.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the contract price.

Page 3 of 6

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Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786



Our quote no: **21147012**

- (c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.
- (d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.
- (e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

10. CHANGES, DELETIONS AND EXTRA WORK

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Buyer, without invalidating this Agreement, may make changes by altering, adding to or deducting from the general scope of the Services by written Change Order. Any such Change Order will include an appropriate adjustment to the contract price and delivery schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. Seller shall be entitled to a Change Order adjusting the contract price, delivery schedule and/or any affected obligations of Seller if after the date of this Agreement a change in applicable law should require a change in the Products or Services or in the event and to the extent that an act or omission of Buyer, or any error or change in Buyer-provided information, affects the Seller's performance hereunder.

11. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products or Services shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

12. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

13. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

14. PATENTS

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a United States or Canadian patent issued as of the effective date of this Agreement and limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the purchase price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

15. SOFTWARE LICENSE, WARRANTY, FEES

The following Software Terms and Conditions apply to any embedded or separately packaged software produced by Seller and furnished by Seller hereunder:

- (a) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable license to the Software, and any modifications made by Seller thereto only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in the related Seller operating documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the related Seller operating documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller with written confirmation after termination.
- (b) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation.
- (c) If within 12 months from the date of delivery of the Software or Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the contract price or license fee paid.
- (d) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by replacing or modifying the Software, or (c) take back such Software and refund to Buyer all payments on the purchase price that Seller has received. However, Seller's obligations under this Paragraph shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5. In Seller's discretion and at Seller's own expense, with regard to any actual or perceived infringement claim related to the Software, Seller may: (i) procure the right to use the Software, (ii) replace the Software with a functional equivalent, and/or (iii) modify the Software. Under (ii) and (iii) above, Buyer shall immediately stop use of the allegedly infringing Software.
- (e) This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.
- (f) Buyer and its successors are limited to the remedies specified in this Paragraph.
- (g) Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

16. SITE RISKS

- (a) Concealed Conditions. The parties acknowledge and agree that increased costs or schedule extensions due to any concealed conditions at the job site shall be to Buyer's account. Buyer shall hold Seller harmless for increased costs and grant any necessary schedule extensions if any concealed or hazardous conditions are found.
- (b) Environmental Remediation. Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

17. TERMINATION

- (a) Buyer may terminate this Agreement upon breach by Seller of a material obligation hereunder and Seller's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same from Buyer.
- (b) Buyer may only terminate this Agreement for Buyer's convenience upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller and an appropriate profit; provided, that in no event shall Seller's termination charges be less than 25% of the contract price.
- (c) Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

18. CONFIDENTIALITY

Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose

Page 4 of 6

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Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786



Our quote no: **21147012**

such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, perpetual, non-transferable license to use Seller's confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the Products that are the subject hereof only. Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products, fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph.

19. END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

20. FORCE MAJEURE

- (a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.
- (b) Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.
- (c) Option to Terminate. If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than 6 months in any 12 month period, then either Buyer or Seller may terminate this Agreement.
- (d) Strikes On-Site. Notwithstanding anything herein to the contrary, in the event a strike, lockout, labor, union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a Change Order containing an appropriate adjustment in the contract price and delivery schedule.

21. INDEMNIFICATION AND INSURANCE

- (a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.
- (b) Insurance. Seller shall maintain commercial general liability insurance with limits of \$2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

22. GENERAL

- (a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state, and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.
- (b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.
- (c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products, Services and any prior course of dealings or usage of the trade not expressly incorporated herein.
- (d) This Agreement may be modified, supplemented, or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit, or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.
- (e) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement shall survive and remain fully enforceable after any cancellation, completion, or termination hereof.
- (f) (i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia. (ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick.
- (g) (i) In the circumstances of f(i) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules. (ii) In the circumstances of f(ii) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.
- (h) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.
- (i) The parties hereto have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.

Please do not hesitate to contact us if you require further information.

Yours sincerely

Andritz Separation Inc.

This document is issued electronically and valid without signature.

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Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786



Our quote no: **21147012**

Aknowledgement of order

Date/ Signature

EXHIBIT B

 X Insurance requirement waived
 Lower Insurance Limit Approved

Approved by: _____

Printed Name: John Schifano

 Certificate of Insurance attached

COI Expires: _____

EXHIBIT C

WARRANTY INFORMATION:

☒ Attached hereto: contained within Exhibit A, paragraph 8.

☐ Found at the following link:

☐ Not Available/Applicable

Summary of Capital Project Ordinance changes 1/21/25

Current Approved Waste Water Project Ordinance	\$211,636,226
Dewatering Press Updates – Financing	\$809,202
Waste Water Capital Project Ordinance (25-02)	\$212,445,428



Ordinance No. 25-02

Date Submitted: January 21, 2025

Date Adopted: January 21, 2025

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

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

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

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

SECTION III: The following amounts are appropriated for the project funds effective January 21, 2025

Waste Water Fund	
Waste Water Projects	212,445,428
Total	212,445,428

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

Waste Water Fund	
Revenues:	
Revenue Bond	191,700,000
Transfer In	7,385,639
Federal Grants and Reimbursements	8,550,587
State Grants and Reimbursements	4,000,000
Installment Financing	809,202
Total	212,445,428

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 January 21, 2025, in accordance with the laws of the State of North Carolina.

Adopted this, the 21st day of January 2025.

Town of Holly Springs by

Sean Mayefskie, Mayor

ATTEST:

Linda McKinney, Town Clerk





Resolution No. 25-02

Date Adopted: January 21, 2025

Effective Date: January 21, 2025

REIMBURSEMENT RESOLUTION – Dewatering Press

WHEREAS, the Town presently intends, at one time or from time to time, to finance all or a portion of the costs of the purchase of a dewatering press for the Town's Water Reclamation Facility with proceeds of tax-exempt obligations and reasonably expects to execute and deliver its tax-exempt obligations (the "*Obligations*") to finance, or to reimburse itself for, all or a portion of the costs of such purchase; and

WHEREAS, the Town desires to proceed with the purchase and will incur and pay certain expenditures in connection with the purchase prior to the date of execution and delivery of the Obligations (the "*Original Expenditures*"), such Original Expenditures to be paid for originally from a source other than the proceeds of the Obligations, and the Town intends, and reasonably expects, to be reimbursed for such Original Expenditures from a portion of the proceeds of the Obligations to be executed and delivered at a date occurring after the dates of such Original Expenditures;

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

Section 1. The Town presently intends, and reasonably expects, to reimburse itself for the Original Expenditures incurred and paid by the Town on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Obligations. The Town reasonably expects to execute and deliver the Obligations to finance all or a portion of the costs of the purchase of a dewatering press for the Town's Water Reclamation Facility and the principal amount of Obligations expected to be executed and delivered by the Town to pay for all or a portion of the costs of the purchase of a dewatering press is approximately \$809,202.

Section 2. This resolution covers certain purchase of a dewatering press for the Town's Water Reclamation Facility. Original Expenditures will include purchase price of the dewatering press in addition to delivery fees and any necessary operational upfits together with the payment of the related financing costs and other necessary or incidental costs.

Section 3. The Town adopts this Resolution as a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the Town's intent to reimburse itself for the Original Expenditures from proceeds of the Obligations.

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

Section 5. This resolution shall take effect immediately.

Adopted by the Holly Springs Town Council on this, the 21st day of January 2025.

Town of Holly Springs by

ATTEST:

Sean Mayefskie, Mayor

Linda C. McKinney, Town Clerk





QUOTATION

Customer: 1030278

Town of Holly Springs

PO Box 8

Holly Springs NC 27540-0008

Contact: **Terry Foster**

Fax:

Copy to:

Your inquiry: **Email**

Our quote no: **21147012**

Supplier:

Contact:

Phone:

Fax:

E-mail:

Date:

Sales

Responsible:

Andritz Separation Inc.

Sarah J Toppins

+1 817 419 1747

sarah.toppins@andritz.com

11/21/2024

WESTFALL, JOHN

Dear Terry Foster,

We thank you for your inquiry and are pleased to quote as follows:

1. Scope of supply

Should you choose to place an order, please provide the following information:

1. Shipping Address for Delivery
2. Billing Address for Invoice
3. Our terms of delivery are FCA ORIGIN PREPAID AND ADD, according to incoterms 2020.
4. Reference this quote number.

Freight is excluded.

****ANDRITZ HAS A \$250 USD MINIMUM ORDER AMOUNT****

Please note currency is in US Dollars

Andritz Inc Standard Terms & Conditions apply, with the exception of Warranty is extended to 18 months.

Returned goods require pre approval and are subject to restocking and inspection fees.

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
10		129999901		1	PC	680,000.00	680,000.00
	Trailer mounted dewatering system, description: Used / refurbished D5LL decanter centrifuge., New: piping, wiring, progressive cavity sludge feed pump, sludge grinder, polymer system, wash water pump, solids screw conveyor, control panel. Mounted on a new custom trailer with side						
20		129999901		1	PC	66,000.00	66,000.00

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ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA

Tel : +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
ANDRITZ Separation Inc.
Dept: 0312
P.O. Box 120312

Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786



Our quote no: 21147012

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
	Optional incline screw conveyor for dewatered solids transport						
40	FREIGHT DEST- ACTUAL FREIGHT CHARGES WILL BE BILLED	131307636		1	EA	8,500.00	8,500.00
50	TAX	129999901		1	PC	54,701.25	54,701.25
Items total							809,201.25
Total Amount						USD	809,201.25

* S = Spare Parts, W = Wear Parts

Technical contact: Ray Potter /**Phone:** +1 817 419 1788 / ray.potter@andritz.com

Terms and Conditions

2. **Delivery Time:**
after receipt of order and any clarifications.
3. **Terms of delivery:**
Our terms of delivery are FCA ORIGIN PREPAID AND ADD, according to INCOTERMS 2020.
4. **Terms of Payment:**
See below
\$50,000 non refundable deposit to hold machine.
Prices are locked in after deposit is made for the centrifuge trailer unit.
5. **Validity of quotation:**
This quotation is valid to 01/31/2025.

Other Terms:

6. *********
COVID-19 pandemic delays, disrupts, or prevents Andritz's performance, or increases shipping or freight costs, Andritz shall be entitled to change order containing an appropriate adjustment in the contract price and/or delivery schedule. Furthermore, in the event that developments related to the pandemic, whether initiated prior to or after the date of this proposal, quotation, or order, including but not limited to travel advisories, steps taken to protect the health and safety of

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Our quote no: 21147012

employees, Government orders, and temporary facility shutdowns, increase the cost or time for delivery, Andritz shall be entitled to adjust the price and delivery dates herein to reflect these impacts. Andritz's delivery date and prices (including freight) are estimates only based on Andritz's standard delivery dates and prices and do not account for the present and future schedule impacts of the COVID-19 pandemic. Nothing in this proposal, quotation, or order, or any contract based hereon, shall be construed as a waiver of these rights.

The crisis in Russia/Ukraine is impacting the complete global supply chain, including but not limited to, raw material shortages, extended delivery times, unavailability/restricted availability of transport as well as unforeseeable price increases. The Parties therefore agree that the price and delivery times in this order confirmation are indicative only. In case the crisis leads to any impacts on the delivery time or to a price increase of more than 5% of the order value after the date of the order confirmation, we reserve our right to adapt the prices and/or the delivery times accordingly. Nothing in this order confirmation can be construed as a waiver of such right. Of course, we will stay in close contact with you, being stipulated that we are doing our best effort to overcome this significant cost pressure and hurdles in the supply chain.

TERMS APPLICABLE

This quotation or acknowledgement and Seller's sale of Products and/or provision of Services described in Buyer's purchase order issued in whole or in part in response to this quotation or in response to which this acknowledgement is issued are expressly limited to and expressly made conditional on, Buyer's acceptance of the Terms and Conditions of Sale and/or Service listed below, which are the exclusive terms and conditions upon which Andritz Separation Inc. or the applicable Andritz entity supplying the same ("Seller") will accept a purchase order for the sale of new, used and refurbished products, equipment, parts and/or the provision of services ("Products" and "Services"). These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Seller's commencement of work under the Purchase Order or Buyer's acceptance of delivery of or payment for any Products or Services covered by this Agreement, in whole or in part, shall be deemed Buyer's agreement to the foregoing. The term "this Agreement" as used herein means this quotation or acknowledgment or Buyer's purchase order, together with any attachment thereto, any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference), and these Terms and Conditions of Sale and/or Service.

7. DELIVERY OR PERFORMANCE

Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. Installation of any Product shall not be Seller's responsibility unless specifically provided for in this Agreement. Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2010.

8. WARRANTY

(a) Products Warranty.

(i) New Equipment Warranty. In the case of the purchase of new equipment the Seller warrants to Buyer that the new equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the new equipment to Buyer and shall expire on the earlier of 12 months from initial operation of the new equipment and 18 months from delivery thereof (the "Warranty Period").

(ii) Parts and Used or Reconditioned Machinery or Equipment Warranty. In the case of parts or used or reconditioned machinery or equipment, and unless otherwise indicated, Seller warrants to Buyer that the parts or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the parts or the used or reconditioned machinery or equipment to the buyer and shall expire 6 months from delivery thereof (the "Warranty Period").

(iii) If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a): (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

(b) Services Warranty. Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

(c) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

(d) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(e) The remedies provided in Paragraphs 3(a), 3(b) and 3(c) are Buyer's exclusive remedy for breach of warranty.

(f) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

9. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, or this Agreement or from the performance or breach hereof.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the contract price.

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Our quote no: **21147012**

- (c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.
- (d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.
- (e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

10. CHANGES, DELETIONS AND EXTRA WORK

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Buyer, without invalidating this Agreement, may make changes by altering, adding to or deducting from the general scope of the Services by written Change Order. Any such Change Order will include an appropriate adjustment to the contract price and delivery schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. Seller shall be entitled to a Change Order adjusting the contract price, delivery schedule and/or any affected obligations of Seller if after the date of this Agreement a change in applicable law should require a change in the Products or Services or in the event and to the extent that an act or omission of Buyer, or any error or change in Buyer-provided information, affects the Seller's performance hereunder.

11. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products or Services shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

12. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

13. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

14. PATENTS

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a United States or Canadian patent issued as of the effective date of this Agreement and limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the purchase price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

15. SOFTWARE LICENSE, WARRANTY, FEES

The following Software Terms and Conditions apply to any embedded or separately packaged software produced by Seller and furnished by Seller hereunder:

- (a) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable license to the Software, and any modifications made by Seller thereto only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in the related Seller operating documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the related Seller operating documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller with written confirmation after termination.
- (b) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation.
- (c) If within 12 months from the date of delivery of the Software or Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the contract price or license fee paid.
- (d) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by replacing or modifying the Software, or (c) take back such Software and refund to Buyer all payments on the purchase price that Seller has received. However, Seller's obligations under this Paragraph shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5. In Seller's discretion and at Seller's own expense, with regard to any actual or perceived infringement claim related to the Software, Seller may: (i) procure the right to use the Software, (ii) replace the Software with a functional equivalent, and/or (iii) modify the Software. Under (ii) and (iii) above, Buyer shall immediately stop use of the allegedly infringing Software.
- (e) This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.
- (f) Buyer and its successors are limited to the remedies specified in this Paragraph.
- (g) Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

16. SITE RISKS

- (a) Concealed Conditions. The parties acknowledge and agree that increased costs or schedule extensions due to any concealed conditions at the job site shall be to Buyer's account. Buyer shall hold Seller harmless for increased costs and grant any necessary schedule extensions if any concealed or hazardous conditions are found.
- (b) Environmental Remediation. Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

17. TERMINATION

- (a) Buyer may terminate this Agreement upon breach by Seller of a material obligation hereunder and Seller's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same from Buyer.
- (b) Buyer may only terminate this Agreement for Buyer's convenience upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller and an appropriate profit; provided, that in no event shall Seller's termination charges be less than 25% of the contract price.
- (c) Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

18. CONFIDENTIALITY

Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose

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Our quote no: **21147012**

such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, perpetual, non-transferable license to use Seller's confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the Products that are the subject hereof only. Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products, fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph.

19. END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

20. FORCE MAJEURE

- (a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.
- (b) Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.
- (c) Option to Terminate. If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than 6 months in any 12 month period, then either Buyer or Seller may terminate this Agreement.
- (d) Strikes On-Site. Notwithstanding anything herein to the contrary, in the event a strike, lockout, labor, union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a Change Order containing an appropriate adjustment in the contract price and delivery schedule.

21. INDEMNIFICATION AND INSURANCE

- (a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.
- (b) Insurance. Seller shall maintain commercial general liability insurance with limits of \$2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

22. GENERAL

- (a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state, and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.
- (b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.
- (c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products, Services and any prior course of dealings or usage of the trade not expressly incorporated herein.
- (d) This Agreement may be modified, supplemented, or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit, or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.
- (e) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement shall survive and remain fully enforceable after any cancellation, completion, or termination hereof.
- (f) (i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia. (ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick.
- (g) (i) In the circumstances of f(i) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules. (ii) In the circumstances of f(ii) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.
- (h) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.
- (i) The parties hereto have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.

Please do not hesitate to contact us if you require further information.

Yours sincerely

Andritz Separation Inc.

This document is issued electronically and valid without signature.

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA

Tel : +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
ANDRITZ Separation Inc.
Dept: 0312
P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786



Our quote no: 21147012

Aknowledgement of order

Date/ Signature



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 14.

New Business

Title: Eagles Landing Park, Site Grading, Utilities, and Roadwork GMP Amendment 01

Strategic Priority Area: Vibrant Community
Growth Management & Economic Vitality

Staff Resource: Carrie Kennedy, Utilities and Infrastructure, LeeAnn Plumer, Parks & Recreation, Kimberly Keyes, Utilities and Infrastructure

Action(s):

Approve the Construction Services Guaranteed Maximum Price (GMP) Amendment 01 with Frank L. Blum Construction Company (BLUM), Construction Manager at Risk (CMAR), in the amount of \$20,211,917 for the Eagles Landing Park site grading, utilities, and roadwork.

Explanation:

- On November 7, 2023, the voters of Holly Springs voted in a special referendum approving the Parks Bond that included development of Eagles Landing Park (formerly referred to as Cass Holt Road Park).
- On December 5, 2023, the Town Council approved the contract for pre-construction services with Frank L. Blum Construction Company (BLUM), for their role as the project Construction Manager at Risk (CMAR) in the amount of \$463,210 for the Eagles Landing Park (ELP) project.
- Staff are now recommending approval of the ELP Guaranteed Maximum Price (GMP) Amendment 01 (first addition to the previously approved pre-construction contract) with BLUM in the amount of \$20,211,917. The scope of work items included in this GMP amendment are site grading, onsite and off-site utilities, widening of Cass Holt Road along the site frontage, a new traffic signal at the northern entrance to the park (across from Holly Springs High School), and general conditions for the contractor to execute and manage the work. The new contract value with GMP Amendment 01 and the original contract value for pre-construction services, is \$20,675,127.
- The ELP project is expected to be split up into two GMPs. The second GMP will include the following scope of work:
 - Site hardscapes, finishes, amenities (fields/courts/splash pad/all wheels park), electrical (distribution/lighting), landscaping, and irrigation,
 - Recreation center building,
 - Restroom building,
 - Picnic/park shelters, and
 - Park maintenance building renovations.

Background:

- In 2020, the Town purchased 56 acres to develop the first park west of Hwy 55 and across from Holly Springs High School. The main amenities will include:
 - 56-acre Public Park

- Multi-generational recreation center
 - Outdoor splash pad
 - Multi-purpose turf fields
 - All wheels skate park
 - Accessible trails and greenways
 - Picnic shelter and fishing pier, etc.
- The Town has contracted with CLH and Davis Kane as the project design firms for the site/civil design and architectural design, respectively. The design consultants, CMAR team, and Town staff are working to advance the project design to completion.
 - The CMAR contractor, Blum, expects to begin construction of the work associated with this first GMP in the Spring of 2025.
 - The next GMP is expected to come before Council in April 2025 that will include construction of the vertical elements of the project and the site amenities.

Funding Source(s):

Community Investment Plan - Parks and Recreation General Obligation Bond

Attachment(s):

1. 2025.01.16 Eagles Landing Early Site GMP Deliverable_R1

DRAFT AIA® Document A133™ – 2019

Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the «Fourteenth» day of «January» in the year «Two Thousand Twenty-five», 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 «Nineth» day of «February» in the year «Two Thousand Twenty-four» (the “Agreement”)
(In words, indicate day, month, and year.)

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

«Cass Holt Road Park and Indoor Recreation Center»
«“Eagle’s Landing Park”»
4520 & 4408 Cass Holt Road
Holly Springs, NC 27540
TOHS Project No. 23-013 »

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

«Town of Holly Springs»« »
«128 S. Main Street»
Holly Springs, NC 27540 »

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

«Frank L. Blum Construction Company»« »
«2601 Pilgrim Court»
Winston-Salem NC 27106 »

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 Sum shall not exceed. The Contract Sum consists of the Construction

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.

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.

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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 for the Site portion of the Work is guaranteed by the Construction Manager not to exceed « Twenty Million Two Hundred Eleven Thousand Nine Hundred Seventeen Dollars » (\$ «20,211,917 »), subject to additions and deductions by Change Order as provided in the Contract Documents. The remainder of the scope of work will be added via a Change Order (or revised GMP Amendment that shall supersede the current Amendment).

§ 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.)

«Detailed in Exhibit A-1: Town of Holly Springs Eagles Landing Park – Site – GMP Deliverable dated January 8, 2025»

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement shall be three percent (3.00%) of the Cost of the Work.

§ 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 shall be the fee plus cost of SDI, Insurance, IT, and bond costs as set forth in Section 7 of the Agreement.

§ A.1.1.5 Alternates

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

Item	Price
<u>None.</u>	

§ 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
<u>None.</u>		

§ 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	Units and Limitations	Price per Unit (\$0.00)
<u>Detailed in Exhibit A-1: Town of Holly Springs Eagles Landing Park – Site – GMP Deliverable dated January 8, 2025</u>		

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.)

[☐] The date of execution of this Amendment.

[☒] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

«The date of the commencement of the Construction Phase shall be after the latest of: (1) once formal bids are received and accepted, a Notice to Proceed can be issued by the Owner, (2) the date all governmental permits and approvals necessary to begin the Work are received, or (3) the date on which satisfactory evidence

is provided if Contractor submits a written request of Owner's financial arrangements pursuant to Section 2.2.1 of A201-2017 no less than seven days prior to the anticipated day of commencement. »

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.)

[☒] Not later than «nine hundred four» («904») calendar days from the date of commencement of the Work.

[☐] 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	Substantial Completion Date
<u>N/A</u>	

§ 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 in Section 6.1.6 of the Agreement.

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
<u>None.</u>			

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

«Specs related to Drawings include in Drawing Log in Exhibit A-1: Town of Holly Springs Eagles Landing Park – Site – GMP Deliverable dated January 8, 2025»

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 Drawing Log included in Exhibit A-1: Town of Holly Springs Eagles Landing Park – Site – GMP Deliverable dated January 8, 2025»

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
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
Detailed in Exhibit A-1: Town of Holly Springs Eagles Landing Park – Site – GMP Deliverable dated January 8, 2025	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

«Included in Exhibit A-1: Town of Holly Springs Eagles Landing Park – Site – GMP Deliverable dated November 4, 2024 »

§ 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.)

«None. »

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.)

« »

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

OWNER (Signature)

« »« »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

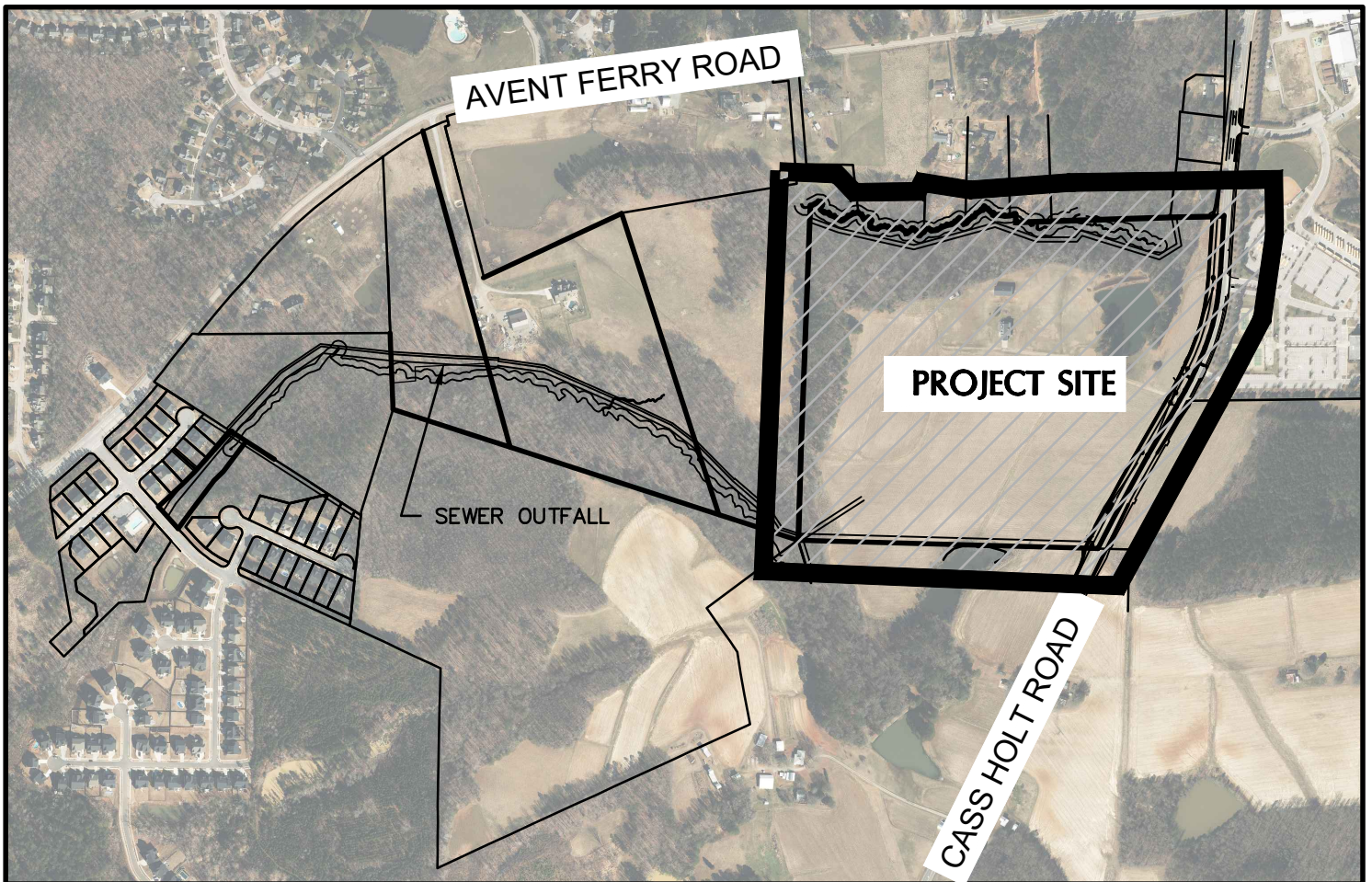
«Michael Lancaster, »«President & CEO »

(Printed name and title)

BLUM CONSTRUCTION

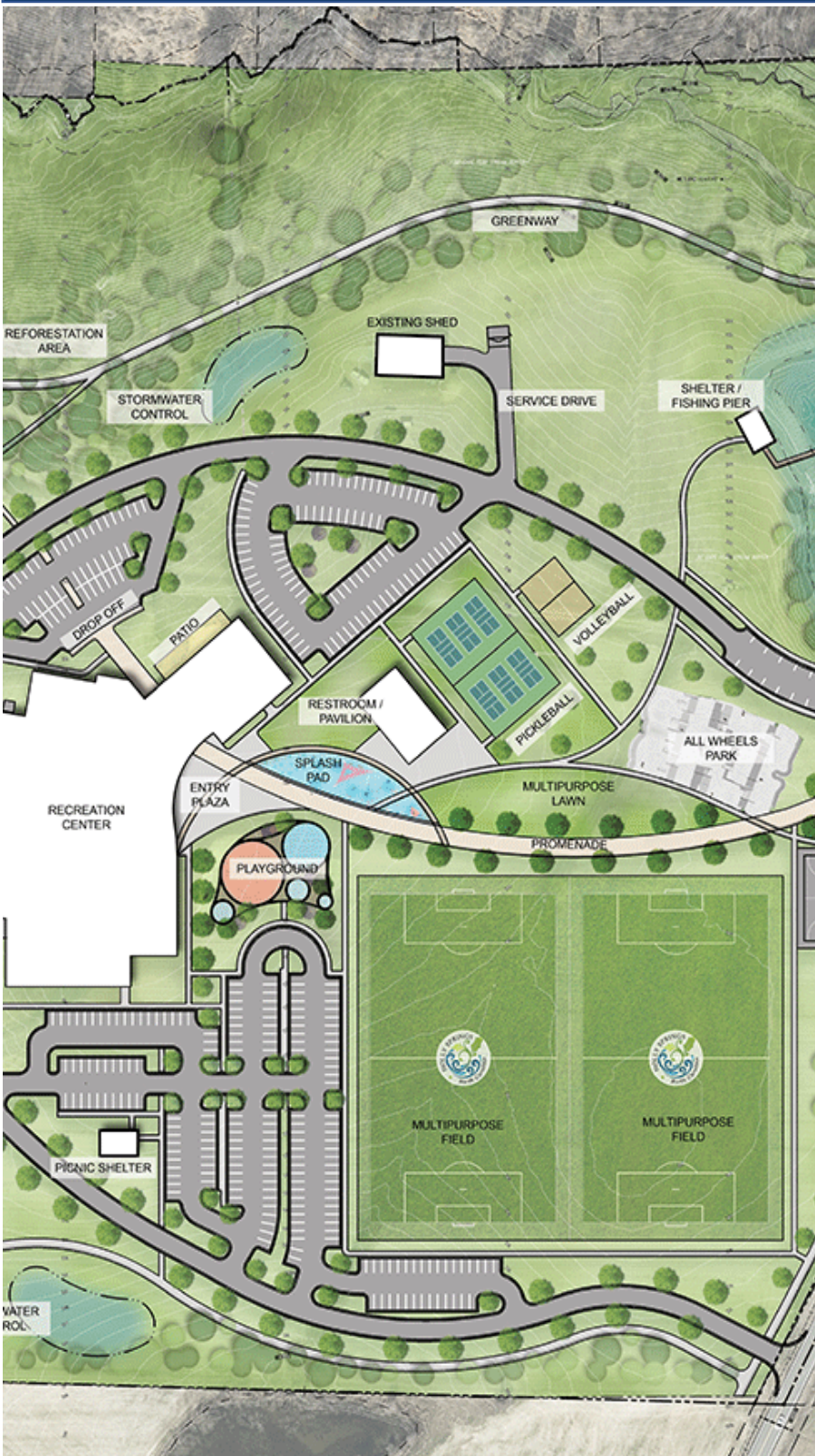
Trusted Builders. Exceptional Experience.

Town of Holly Springs Eagles Landing Park - Site



GMP Deliverable

January 08, 2025



Section 1

Scope of Work &
Clarifications

Section 2

Bid Tab

Section 3

Summary Estimate

Section 4

Project Schedule

Section 5

Site Logistics

Section 6

Documents Log

Section 1

Scope of Work & Clarifications

Eagles Landing Park and Rec Center Scope Clarifications

GMP #01

1/8/2025

Revised 01/16/2025

General:

- GMP pricing is based on Eagles Landing Park Bid Set plans dated November 8, 2024.
- Project is based on a 30-month construction schedule.
- **The schedule is based on delivery of a building pad for the rec center construction to start August of 2025.**
- We have included general liability, builder's risk, and sub-default insurances.
- We have included a 2.00% construction contingency.
- No owners contingency has been included, we recommend carrying 3.00% at \$563,056.
- Street sweeping/cleaning has been included for the duration of the project.
- Traffic control has been included for the widening of Cass Holt road and the addition of the new traffic signal.
- Unsuitable soils and rock allowances are reconcilable via change orders if any overage/underage occurs on the balance included within the GMP.
- Standard jobsite work hours are assumed to be 7:00 am to 5:00 pm Monday – Friday with Saturday as a make-up day due to weather or schedule requirements.
- General conditions are included for GMP #1. This includes project staff and temporary facilities to oversee the site construction for the duration of the project and to prepare for the building construction/site amenity GMP #2. Support staff to provide QA/QC services and oversight of safety policies are included in the scope of this GMP #1. GMP #02 will include support staff and resources required to oversee the balance of the GMP #2 scope. Refer to the resource bar chart included in the deliverable for staff composition and durations included in each GMP.
- All scope associated with the road widening and traffic signal is included in GMP #1. This includes staff to oversee and coordinate concrete paving, asphalt paving, and markings to complete the work and re-open Cass Holt Road to the public.

Allowances:

- **Allowance balances are fluid between allowance scopes based on approval of their use by ToHS.**
- Unsuitable soils/rock allowance - \$200,000.
- Mass rock removal and disposal off-site - 100 cubic yards - \$8,000.
- Trench rock removal in and disposal off-site - 900 cubic yards - \$252,000.
- Unsuitable soils removal and disposal on-site - 2,000 cubic yards - \$18,000.
- Unsuitable soils removal and disposal off-site - 15,000 cubic yards - \$270,000.
- Replacement of removed rock or unsuitable soils with on-site suitable soil in-place - 2,000 cubic yards - \$50,000.
- Replacement of removed rock or unsuitable soils with off-site suitable soil in-place - 8,000 cubic yards - \$208,000.

- Replacement of removed rock or unsuitable soils with aggregate base course in-place - 7,000 cubic yards - \$315,000.
- Replacement of removed rock or unsuitable soils with No.57 washed stone in-place - 1,000 cubic yards - \$130,000.
- Woven geo-textile fabric in place - 3,000 square yards - \$16,000.
- Biaxial geo-grid in place - 3,000 square yards - \$20,000.
- High-capacity French drain - 1,500 linear feet - \$52,500.
- Asphalt pavement wedging at off-site roadway improvements - 340 tons - \$83,300.
- 2-inch PVC SCH40 conduit sleeve, underground - 200 feet conduit - \$6,000.
- 2-inch SPR HDPE conduit, underground, direct-bury - 200 feet conduit - \$6,000.
- Fiberglass reinforced concrete handholes - (11"x18"x18") - \$4,500.

Unit Prices:

- Unit prices do not include FLB overhead and profit, which will be added at the time these are utilized for additive change orders outside of established allowances.
- Mass rock removal and disposal off-site - \$40.00.
- Trench rock removal in and disposal off-site - \$140.00.
- Unsuitable soils removal and disposal on-site - \$6.00.
- Unsuitable soils removal and disposal off-site - \$18.00.
- Replacement of removed rock or unsuitable soils with on-site suitable soil in-place - \$12.50.
- Replacement of removed rock or unsuitable soils with off-site suitable soil in-place - \$13.00.
- Replacement of removed rock or unsuitable soils with aggregate base course in-place - \$45.00.
- Replacement of removed rock or unsuitable soils with No.57 washed stone in-place - \$65.00.
- Woven geo-textile fabric in place - \$4.00.
- Biaxial geo-grid in place - \$5.00.
- High-capacity French drain - \$35.00.
- Asphalt pavement wedging at off-site roadway improvements - \$245.00.
- 2-inch PVC SCH40 conduit sleeve, underground - \$30.00.
- 2-inch SPR HDPE conduit, underground, direct-bury - \$30.00.
- Fiberglass reinforced concrete handholes - \$4,500.00.
- 2" Copper type K - \$56.00.
- 3" PVC SCH40 - \$37.00.
- 4" DIP - \$88.00.
- 6" DIP - \$65.00.
- 12" DIP - \$89.00.
- 15" RCP - \$65.00.
- 18" RCP - \$75.00.
- 24" RCP - \$116.00.
- 30" RCP - \$150.00.
- 36" RCP - \$173.00.
- Storm structures with drop inlet - \$6,250.00.
- Stone per ton: Haul and place ABC - \$50.00.
- Stone per ton: Haul and place riprap - \$95.00.
- Stone per ton: Haul and place surge rock - \$85.00.
- Stone per ton: Haul and place #57 - \$75.00.
- Curb and gutter per linear foot - \$22.00.

Exclusions:

- Escalation.

- Design contingency.
- General conditions for building construction.
- Allowances for weather delays outside of normal weather conditions.
- Night work.
- Third party testing for inspections on site, assumed this will be owner provided.
- Drying of unsuitable soils on site.
- Dewatering, permanent or temporary.
- Lime/cement soil stabilization.
- Removal of any asbestos or contaminated soil.
- Asphalt and concrete paving on site.
- Sidewalks and dumpster pads.
- ABC stone base at future concrete paving areas.
- ABC stone at the building pad.
- Athletic courts, fields, and equipment.
- All work regarding the splash pad, all wheels park, and playground.
- Tree and root pruning.
- Watering trees or other vegetation existing to remain.
- Landscaping and irrigation.
- Fencing and guard rails.
- Relocation or adjustment of existing utilities. All existing utilities assumed to be abandoned.
- Electrical utilities and sports lighting.
- Foundation drainage is included. This will be included, where shown, in the GMP #2 scope.
- No trench drains are included in GMP #1. Trench drains will be included if they are shown in the GMP #2 scope.

Division 31 – Earthwork:

- Staff included in GMP #1 shall oversee all site grading operations, including excavation, fill, soil compaction, and site leveling per design specifications.
- We will ensure all grading activities comply with applicable regulations and contract documents to provide a stable foundation for the park's amenities.
- Clearing and grubbing of the site is included.
- Includes removal of items indicated on the Contract Documents as part of site demolition.
- Earthwork activities required to achieve new subgrade elevations indicated for building structures, site amenities (play areas, fields, courts), flatwork, pavement, and landscaped areas.
 - All erosion and stormwater control measures illustrated on the contract documents are included as applicable. Dust control measures are included in the scope of GMP #1.
 - Building pads are included in the scope of GMP #1.
 - Excavation for building foundations and underground MEP systems within the building footprint will be included in GMP #2.
- Stockpiling cut and topsoil on site as needed.
- Mass grading for courts, building pad, and all hardscapes. Fine grading to be included in GMP #02's scope.

Division 32 – Exterior Improvements:

- Traffic signal scope is included in the project.
- Paving has been included only for Cass Holt Road widening. No asphalt or concrete paving has been included in the site.

- 10" of ABC stone included at all future asphalt paved areas on site.
- All curb and gutter has been included.
- Temp seeding has been included and permanent seeding is excluded.

Division 33 – Utilities:

- Storm structures and piping are included. Underdrainage for field and court areas will be provided in GMP #2 as part of the court/field scope.
- Sanitary sewer structures and piping, both on-site and off-site, is included within the GMP #1 scope. Final sewer connections to building structures will be installed to a demarcation point shown in the civil documents for the building phase plumbing scope to continue the sewer line into the building footprint.
- Water system piping on-site and associated with the road widening are included within the GMP #1 scope. Domestic water will be installed to within 5' of each building. Fire water will be installed into the building footprint and stubbed 1' above finish floor.
- The irrigation system will be included in GMP #2.
- The site electrical scope will be included in GMP #2.
- Utility system new construction fees are not included in this budget.
- Road widening utility scope is included for storm/water/sewer.
- Rock removal allowance is included as listed.
- Utilities relocation costs associated with the road widening or new park construction (including gas, power, and fiber) are assumed to be handled in the owner's global budget and are not a part of or included in this GMP.

Project Components Included in GMP #2 Scope:

- Site hardscapes.
- Site finishes.
- Site amenities (fields/courts/splash pad/all wheels park).
- Fine grading for courts, building pad, and hardscapes.
- Landscaping and irrigation. Permanent seeding.
- Site electrical (distribution/lighting).
- Recreation center building.
- Restroom building.
- Picnic/park shelters.
- Maintenance building renovations.

Section 2

Bid Tab

Eagles Landing Park - Early Site - Bid Summary



Bid Package: BP0100 - GENERAL TRADES
Bid Date: Wednesday, December 18, 2024

	Bidder #1	Bidder #2	Bidder #3
	CB&H Contracting	Sterling Construction Services DBA SCS	KEA Contracting
TOTAL BASE BID WITH SALES TAX	\$ 365,384	\$ 560,400	\$ 440,877
ADD P&P Bond	\$ 19,000	\$ 6,900	\$ 7,613
Bid Inclusion Items:			
Signed Sealed Bid Form	X	X	X
Acknowledge Addenda & Clarifications	X	X	X
MWBE Documents	X	X	X
Bid Bond	X	X	X

Apparent Low Base Bid

CB&H Contracting

\$ 365,384.00

Signed: _____
Witness: _____

Eagles Landing Park - Early Site - Bid Summary



Bid Package: BP3350 - COMBINED - MAIN SITE & OFF-SITE SEWER

Bid Date: Wednesday, December 18, 2024

		Bidder #1	Bidder #2	Bidder #3	Bidder #4
		Sullivan Eastern	Triangle Grading & Paving	Conti Civil	FSC II, DBA Fred Smith Company
TOTAL BASE BID WITH SALES TAX		\$ 15,083,000	\$ 16,531,764	\$ 15,788,442	\$ 13,590,000
ADD P&P Bond		\$ 150,830	\$ 297,000	\$ 99,367	\$ 135,000
Alternates:					
A1	Establish Subgrade at Fishing Pier & Pond Area	\$ 3,000	\$ 835	\$ 1,653	\$ 4,000
A2	Establish Subgrade at Sand Volleyball Court	\$ 4,000	\$ 9,458	\$ 4,960	\$ 8,000
A3	Establish Subgrade at Skatepark Beginning Bowl	\$ 5,000	\$ 1,346	\$ 3,307	\$ 11,000
A4	Establish Subgrade at Skatepark Pump Track	\$ 5,000	\$ 4,794	\$ 4,960	\$ 8,000
A5	Establish Subgrade at Prefabricated Shelter South of Playground	\$ 3,000	\$ 1,372	\$ 2,480	\$ 2,000
A6	Establish Subgrade at 6' Wide Concrete Sidewalk Area at Parking Lot South of Rec Center	\$ 1,000	\$ 514	\$ 827	\$ 2,000
A7	Establish Subgrade at 6' Wide Concrete Sidewalk Area at Parking Lot West of Rec Center	\$ 4,000	\$ 2,239	\$ 3,307	\$ 7,500
Bid Inclusion Items:					
Signed Sealed Bid Form		X	X	X	X
Acknowledge Addenda & Clarifications		X	X	X	X
MWBE Documents		X	X	X	X
Bid Bond		X	X	X	X

Apparent Low Base Bid

FSC II, DBA Fred Smith Company

\$ 13,590,000.00

Signed: _____

Witness: _____

Section 3

Summary Estimate



www.fblum.com
January 7, 2025

Eagles Landing Site GMP

Initial

Town of Holly Springs

Estimator: Anderson

Total Building Area (SF):

DESCRIPTION	QUANTITY	UNIT	TOTAL
General Requirements			
01 00 00 GENERAL REQUIREMENTS			
018010.000 General Conditions	1.00	ls	\$3,991,086.00
Subtotal - 01 00 00 GENERAL REQUIREMENTS			\$3,991,086
02 00 00 EXISTING CONDITIONS			
022100.000 Site Dumpsters	1.00	ls	\$30,000.00
Subtotal - 02 00 00 EXISTING CONDITIONS			\$30,000
Subtotal - General Requirements		0 SQFT	\$0.00
General Trades			
01 00 00 GENERAL REQUIREMENTS			
018010.000 General Trades Package	1.00	ls	\$365,384.00
Subtotal - 01 00 00 GENERAL REQUIREMENTS			\$365,384
Subtotal - General Trades		0 SQFT	\$0.00
Site			
31 00 00 EARTHWORK			
310000.000 Site Work Package	1.00	ls	\$13,590,000.00
311000.004 Construction Layout/GPS	1.00	ls	\$37,000.00
311000.005 Site Logistics and Lay Down	1.00	ls	\$88,000.00
312213.000 Construction Entrance	2.00	ea	\$12,500.00
312213.000 Erosion Control	39.50	acres	\$506.33
312213.000 Erosion Control Maintenance	30.00	mo	\$666.67
312213.000 Truck Wash Station Water Usage/Maintenance	1.00	ea	\$50,000.00
313100.000 Unsuitable Soils/Rock Allowance	1.00	ls	\$200,000.00
Subtotal - 31 00 00 EARTHWORK			\$14,030,000
32 00 00 EXTERIOR IMPROVEMENTS			
321300.100 Temp Striping/Repairs/Tie Ins	1.00	ls	\$30,000.00
Subtotal - 32 00 00 EXTERIOR IMPROVEMENTS			\$30,000
33 00 00 UTILITIES			
331000.011 Dust Control	1.00	ls	\$50,000.00
333000.000 Offsite Sanitary Sewer System Fencing and Barricades	1.00	ls	\$90,000.00
Subtotal - 33 00 00 UTILITIES			\$140,000
Subtotal - Site		0 SQFT	\$0.00
Total			\$18,586,470



www.flblum.com
January 7, 2025

Eagles Landing Site GMP

Initial

Town of Holly Springs

Estimator: Anderson

Total Building Area (SF):

DESCRIPTION	QUANTITY	UNIT	TOTAL
Sub Default Insurance	1.25%		\$182,067
Project IT Cost	0.40%		\$75,074
Construction Contingency	2.00%		\$375,371
Insurance Package	1.00%		\$202,119
Builder's Risk Insurance	0.35%		\$70,742
Surety Bond	0.65%		\$131,377
Fee	3.00%		\$588,697
Total	SQFT	\$0.00	\$20,211,917

Section 4

Project Schedule

[illegible]

Field Staff							
SENIOR SUPERINTENDENT 1					40	122	4,880
SUPERINTENDENT 1 - Building					40	98	3,920
Ast. Superintendent 1 - Off-Site/Bldg/Amenities					40	98	3,920
Ast. Superintendent 2 - Main Site					40	104	4,160
Ast. Superintendent 3 - Bldg/Amenities					40	98	3,920
Field Engineer 1 - Site					40	104	4,160
Field Engineer 2 - Building					40	98	3,920
Field Engineer 3 - Bldg/Amenities					40	98	3,920
Project Management							
SR. PROJECT MANAGER					40	122	4,880
ASST. PROJECT MANAGER 1					40	122	4,880
PROJECT ENGINEER 1					40	113	4,520
ADMIN ASSISTANT 1					8	122	976
LEGEND					467	1,819	49,629

LEGEND

Site Phase

Building Phase

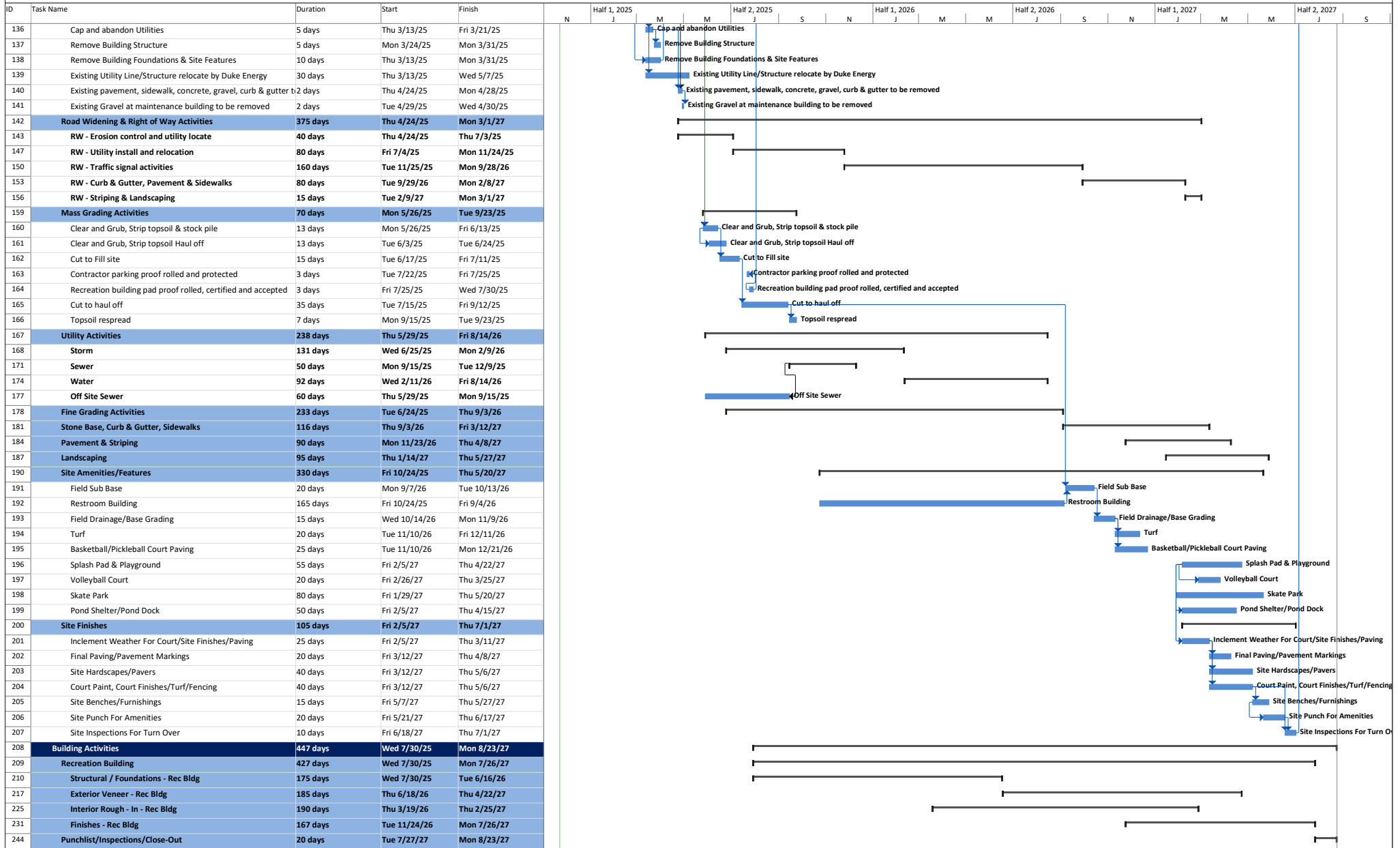
EAGLES LANDING PARK -Town Of Holly Springs

ID	Task Name	Duration	Start	Finish	N	Half 1, 2025	M	M	Half 2, 2025	S	N	Half 1, 2026	M	M	Half 2, 2026	S	N	Half 1, 2027	M	M	Half 2, 2027	S
0	EAGLES LANDING PARK - Town of Holly Springs	1028 days	Mon 3/13/23	Mon 8/23/27																		
1	Preconstruction	606 days	Mon 3/13/23	Thu 9/11/25																		
2	Schematic Phase - Baseline Estimate Analysis	225 days	Mon 3/13/23	Fri 1/19/24																		
16	Design Development Phase	100 days	Wed 12/13/23	Tue 4/30/24																		
29	Construction Document Phase	214 days	Mon 4/1/24	Wed 2/5/25																		
43	Guaranteed Maximum Price Development	334 days	Wed 11/29/23	Thu 4/10/25																		
44	GMP Deliverable	106 days	Mon 9/9/24	Wed 2/19/25																		
51	Outreach, Bidding, & Procurement	314 days	Wed 11/29/23	Fri 2/28/25																		
79	Procurement - Phase 01 & Phase 02	58 days	Thu 12/19/24	Thu 4/10/25																		
88	Contracts	20 days	Mon 3/3/25	Thu 4/10/25																		
89	Mobilization/Site Set Up/Prep For Disturbance Activities	20 days	Mon 3/3/25	Thu 4/10/25																		
90	Submittal Review/Procurement	135 days	Tue 12/31/24	Thu 9/11/25																		
95	Milestone / Inspections	527 days	Mon 3/3/25	Mon 8/23/27																		
96	Construction Start	0 days	Mon 3/3/25	Mon 3/3/25																		
97	Site Permit Issued	0 days	Mon 3/3/25	Mon 3/3/25																		
98	Land Disturbance permit issued	0 days	Tue 4/22/25	Tue 4/22/25																		
99	Erosion control inspection	0 days	Fri 5/23/25	Fri 5/23/25																		
100	Recreation building pad proof rolled, certified and accepted	0 days	Wed 7/30/25	Wed 7/30/25																		
101	Building Permit Issued	0 days	Wed 7/9/25	Wed 7/9/25																		
102	Recreation Building Footing Start	0 days	Wed 7/30/25	Wed 7/30/25																		
103	Site Amenity TCO	0 days	Thu 7/1/27	Thu 7/1/27																		
104	Building Final	0 days	Mon 8/23/27	Mon 8/23/27																		
105	Construction	527 days	Mon 3/3/25	Mon 8/23/27																		
106	Mobilization Activities	43 days	Mon 3/3/25	Fri 5/23/25																		
107	Site Surveying & Control Layout - BLUM	5 days	Mon 3/3/25	Wed 3/12/25																		
108	Site contractor mobilization	10 days	Mon 3/3/25	Fri 3/21/25																		
109	Construction Office Parking lot install	5 days	Mon 4/28/25	Mon 5/5/25																		
110	Construction Perimeter fencing	10 days	Mon 4/28/25	Mon 5/12/25																		
111	Temporary exit/entrance protection & signage	2 days	Wed 5/14/25	Thu 5/15/25																		
112	Construction Office Trailer setup	10 days	Tue 5/6/25	Fri 5/23/25																		
113	Site Activities	490 days	Mon 3/3/25	Thu 7/1/27																		
114	Erosion Control Initial Activities	38 days	Thu 3/13/25	Fri 5/23/25																		
115	Site Surveying & Layout - LOD / TP / SF	5 days	Thu 3/13/25	Fri 3/21/25																		
116	Tree Protection & Silt Fence install	10 days	Mon 3/24/25	Thu 4/10/25																		
117	Erosion Controls	25 days	Wed 4/2/25	Thu 5/15/25																		
118	Tree Protection & Silt Fence Licensed survey	3 days	Fri 4/11/25	Wed 4/16/25																		
119	Tree Protection & Silt Fence Inspection by Wake County	2 days	Thu 4/17/25	Fri 4/18/25																		
120	Land disturbing Preconstruction Conference	1 day	Mon 4/21/25	Mon 4/21/25																		
121	Install Disturbance permit & placard onsite	1 day	Tue 4/22/25	Tue 4/22/25																		
122	Build construction Entrances	1 day	Thu 4/24/25	Thu 4/24/25																		
123	Suck and Muck existing pond	5 days	Thu 4/24/25	Fri 5/2/25																		
124	Install South temporary sediment basin near ROW	2 days	Mon 4/28/25	Tue 4/29/25																		
125	Tree Clearing & Haul off	10 days	Mon 4/28/25	Mon 5/12/25																		
126	install South diversion ditches	1 day	Wed 4/30/25	Wed 4/30/25																		
127	Existing pond to be converted to temporary sediment basin	3 days	Mon 5/5/25	Wed 5/7/25																		
128	Install North temporary sediment basin near ROW	2 days	Thu 5/8/25	Fri 5/9/25																		
129	install North diversion ditches	2 days	Mon 5/12/25	Wed 5/14/25																		
130	Install West temporary sediment basin's	4 days	Mon 5/12/25	Mon 5/19/25																		
131	install West diversion ditches	2 days	Wed 5/21/25	Fri 5/23/25																		
132	Erosion control inspection	1 day	Fri 5/23/25	Fri 5/23/25																		
133	Demolition Activities	35 days	Mon 3/3/25	Wed 5/7/25																		
134	Verify ALL existing site utilities and as-built	5 days	Mon 3/3/25	Wed 3/12/25																		
135	Remove Existing Fence and posts	1 day	Thu 3/13/25	Thu 3/13/25																		

Project: EAGLES LANDING PARK - Town of Holly Springs
Schedule Print Date: Fri 11/22/24
Project Completion Date: Mon 8/23/27



EAGLES LANDING PARK -Town Of Holly Springs

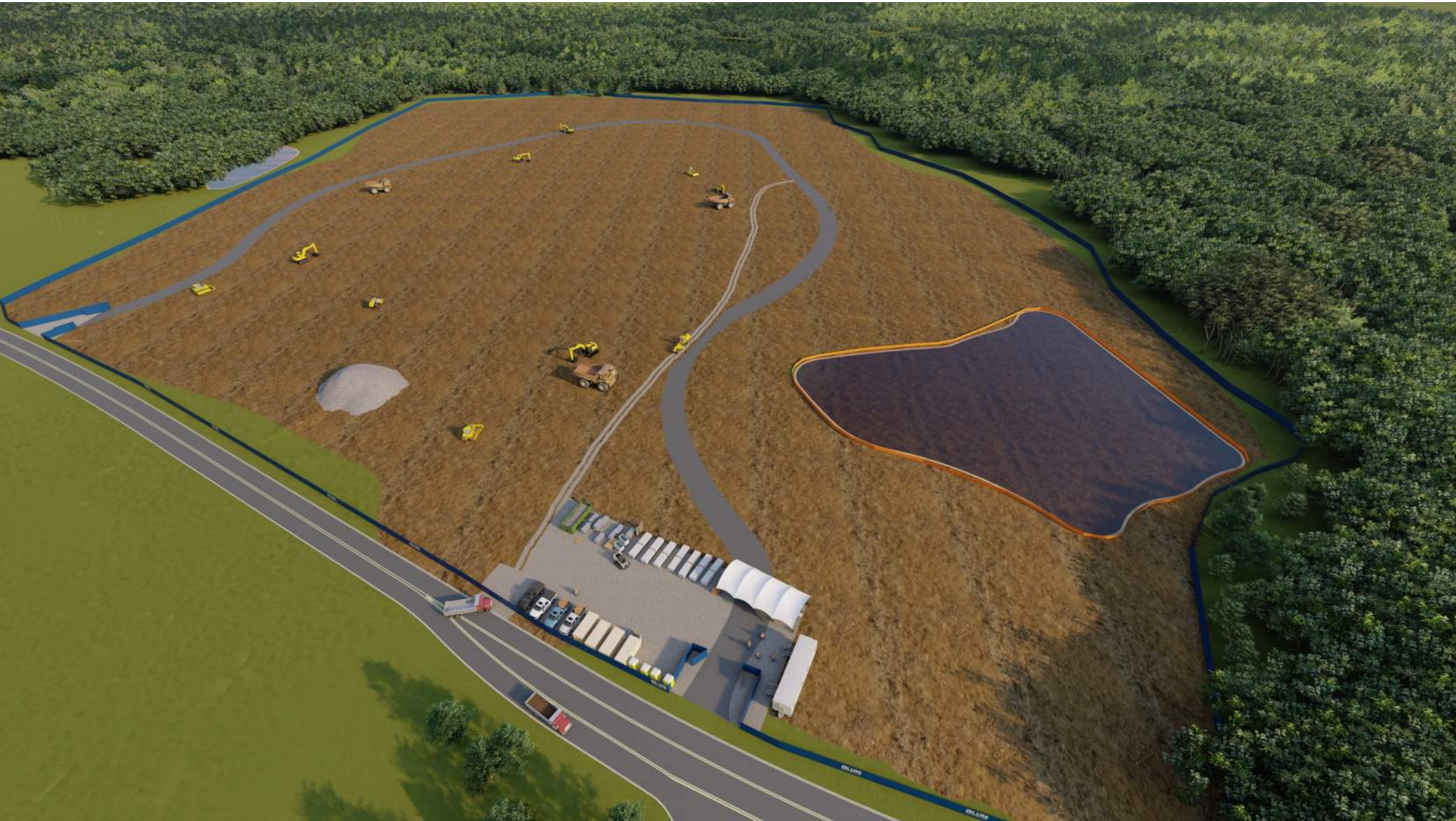


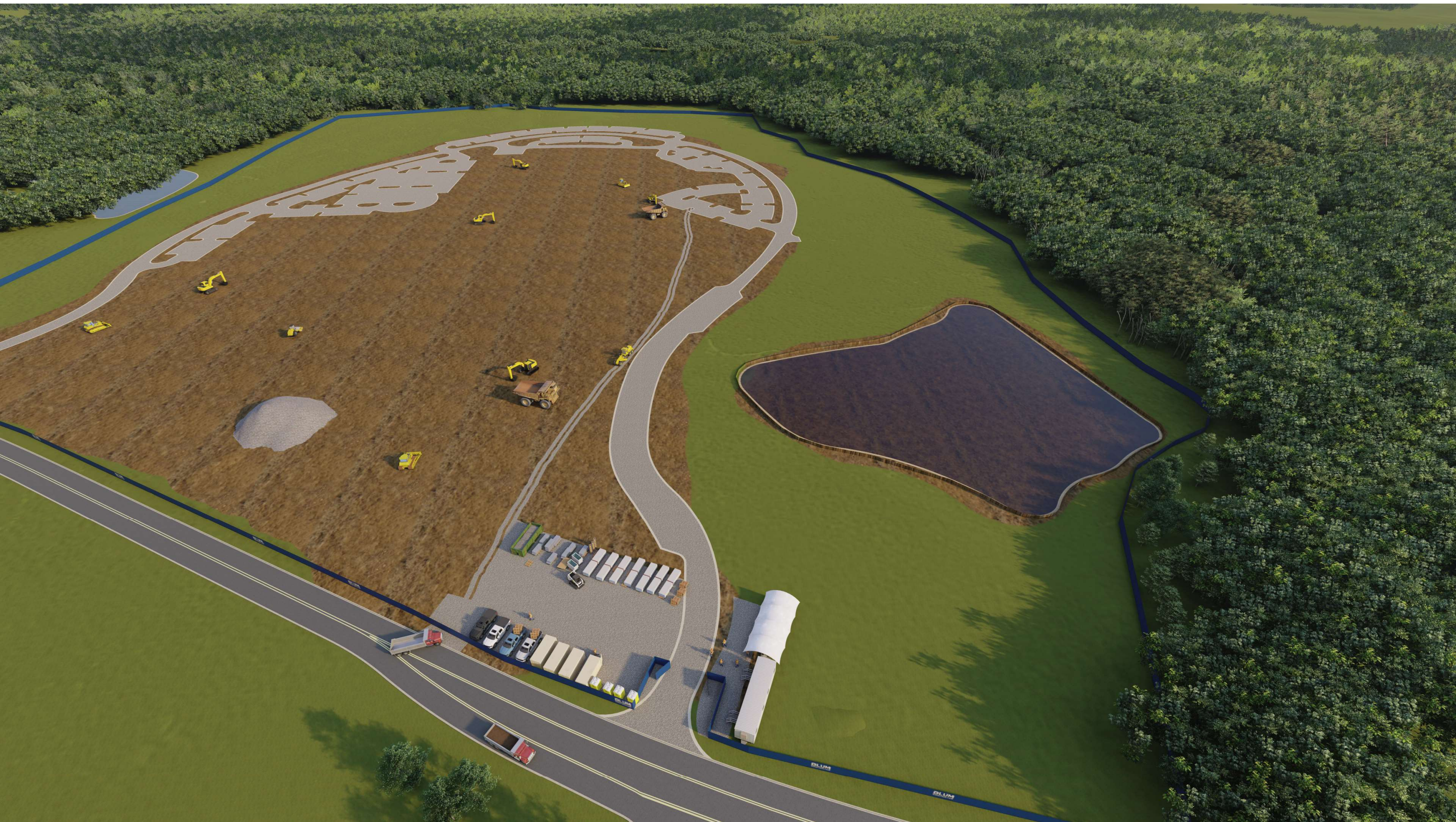
Project: EAGLES LANDING PARK - Town of Holly Springs
Schedule Print Date: Fri 11/22/24
Project Completion Date: Mon 8/23/27



Section 5

Site Logistics





Section 6

Documents Log

**Town of Holly Springs
Eagles Landing Park - Early Site
Guaranteed Maximum Pricing
Documents Log**

DRAWING INDEX			
Sheet Number	Sheet Name	Issued Date	Addendum 01
CIVIL			
C-0.01	COVER	11.08.2024	
C-0.02	OVERALL SITE PLAN	11.08.2024	12.10.2024
C-1.01	SAKING PLAN AREA A	11.08.2024	
C-1.02	STAKING PLAN AREA B	11.08.2024	
C-1.03	STAKING PLAN AREA C	11.08.2024	12.10.2024
C-1.04	STAKING PLAN AREA D	11.08.2024	12.10.2024
C-1.05	STAKING PLAN AREA E & F	11.08.2024	
C-1.06	PROMENADE ENLARGEMENT	11.08.2024	
C-1.07	PLAZA, PLAYGROUND & SPLASH PAD ENLARGEMENT	11.08.2024	
C-1.08	PICKLEBALL & VOLLEYBALL ENLARGEMENT	11.08.2024	
C-1.09	ALL WHEELS SKATE PARK ENLARGEMENT	11.08.2024	
C-1.11	PAVEMENT MARKING & SIGNAGE PLAN AREA A	11.08.2024	
C-1.12	PAVEMENT MARKING & SIGNAGE PLAN AREA B	11.08.2024	
C-1.13	PAVEMENT MARKING & SIGNAGE PLAN AREA C	11.08.2024	
C-1.14	PAVEMENT MARKING & SIGNAGE PLAN AREA D	11.08.2024	
C-1.15	PAVEMENT MARKING & SIGNAGE PLAN AREA E & F	11.08.2024	
C-2.00	OVERALL EXISTING CONDITIONS AND DEMOLITION PLAN	11.08.2024	
C-2.01	EXISTING CONDITIONS AND DEMOLITION PLAN AREA A	11.08.2024	
C-2.02	EXISTING CONDITIONS AND DEMOLITION PLAN AREA B	11.08.2024	12.10.2024
C-2.03	EXISTING CONDITIONS AND DEMOLITION PLAN AREA C	11.08.2024	
C-2.04	EXISTING CONDITIONS AND DEMOLITION PLAN AREA D	11.08.2024	
C-2.05	EXISTING CONDITIONS AND DEMOLITION PLAN AREA E & F	11.08.2024	12.10.2024
C-3.00	OVERALL GRADING PLAN	11.08.2024	12.10.2024
C-3.01	GRADING PLAN AREA A	11.08.2024	
C-3.02	GRADING PLAN AREA B	11.08.2024	12.10.2024
C-3.03	GRADING PLAN AREA C	11.08.2024	
C-3.04	GRADING PLAN AREA D	11.08.2024	12.10.2024
C-3.05	GRADING PLAN AREA E & F	11.08.2024	12.10.2024
C-3.06	STORM STRUCTURE TABLE	11.08.2024	12.10.2024
C-3.07	STORMWATER MANAGEMENT PRE-DEV PLAN	11.08.2024	
C-3.08	STORMWATER MANAGEMENT POST-DEV PLAN	11.08.2024	
C-4.00	OVERALL EROSION CONTROL	11.08.2024	
C-4.01	INITIAL EROSION CONTROL AREA A	11.08.2024	12.10.2024
C-4.02	INITIAL EROSION CONTROL AREA B	11.08.2024	12.10.2024
C-4.03	INITIAL EROSION CONTROL AREA C	11.08.2024	
C-4.04	INITIAL EROSION CONTROL AREA D	11.08.2024	
C-4.05	INITIAL EROSION CONTROL AREA E & F	11.08.2024	12.10.2024
C-4.06	EROSION CONTROL AREA A	11.08.2024	12.10.2024
C-4.07	EROSION CONTROL AREA B	11.08.2024	12.10.2024
C-4.08	EROSION CONTROL AREA C	11.08.2024	
C-4.09	EROSION CONTROL AREA D	11.08.2024	12.10.2024
C-4.10	EROSION CONTROL AREA E & F	11.08.2024	12.10.2024
C-4.11	SANITARY SEWER OUTFALL EROSION CONTROL	11.08.2024	
C-4.12	SANITARY SEWER OUTFALL EROSION CONTROL	11.08.2024	
C-5.00	OVERALL UTILITY PLAN	11.08.2024	

**Town of Holly Springs
Eagles Landing Park - Early Site
Guaranteed Maximum Pricing
Documents Log**

DRAWING INDEX			
Sheet Number	Sheet Name	Issued Date	Addendum 01
C-5.01	UTILITY PLAN AREA A	11.08.2024	
C-5.02	UTILITY PLAN AREA B	11.08.2024	12.10.2024
C-5.03	UTILITY PLAN AREA C	11.08.2024	12.10.2024
C-5.04	UTILITY PLAN AREA D	11.08.2024	12.10.2024
C-5.05	UTILITY PLAN AREA E & F	11.08.2024	12.10.2024
C-5.06	OVERALL SEWER MAP	11.08.2024	
C-5.07	SANITARY SEWER OUTFALL - PLAN & PROFILE	11.08.2024	
C-5.08	SANITARY SEWER OUTFALL - PLAN & PROFILE	11.08.2024	
C-5.09	SANITARY SEWER OUTFALL - PLAN & PROFILE	11.08.2024	
C-5.10	SANITARY SEWER OUTFALL - PLAN & PROFILE	11.08.2024	
C-5.11	SANITARY SEWER OUTFALL - PLAN & PROFILE	11.08.2024	
C-5.12	LOOP ROAD - PLAN & PROFILE	11.08.2024	
C-5.13	LOOP ROAD - PLAN & PROFILE	11.08.2024	
C-5.14	LOOP ROAD - PLAN & PROFILE	11.08.2024	
C-5.15	LOOP ROAD - PLAN & PROFILE	11.08.2024	12.10.2024
C-5.16	BUILDING SERVICE LOOP - PLAN & PROFILE	11.08.2024	12.10.2024
C-6.00	OVERALL LANDSCAPING PLAN / TREE PRESERVATION PLAN	11.08.2024	
C-6.01	LANDSCAPING PLAN AREA A	11.08.2024	
C-6.02	LANDSCAPING PLAN AREA B	11.08.2024	
C-6.03	LANDSCAPING PLAN AREA C	11.08.2024	
C-6.04	LANDSCAPING PLAN AREA D	11.08.2024	
C-6.05	LANDSCAPING PLAN AREA E & F	11.08.2024	
C-6.06	PLANT SCHEDULE	11.08.2024	
C-7.01	EROSION CONTROL DETAILS	11.08.2024	
C-7.02	EROSION CONTROL DETAILS	11.08.2024	
C-7.03	EROSION CONTROL DETAILS	11.08.2024	12.10.2024
C-7.04	EROSION CONTROL DETAILS	11.08.2024	
C-7.05	WET POND DETAILS	11.08.2024	12.10.2024
C-7.06	WETLAND DETAILS	11.08.2024	
C-7.07	WETLAND DETAILS	11.08.2024	
C-8.00	STAKING & LANDSCAPING DETAILS	11.08.2024	
C-8.01	STAKING & LANDSCAPING DETAILS	11.08.2024	
C-8.02	STAKING & LANDSCAPING DETAILS	11.08.2024	
C-8.03	STAKING & LANDSCAPING DETAILS	11.08.2024	
C-8.04	STAKING & LANDSCAPING DETAILS	11.08.2024	
C-8.05	STAKING & LANDSCAPING DETAILS	11.08.2024	
C-8.06	STAKING & LANDSCAPING DETAILS	11.08.2024	
C-8.07	STAKING & LANDSCAPING DETAILS	11.08.2024	
C-8.08	STAKING & LANDSCAPING DETAILS	11.08.2024	
C-8.09	STAKING & LANDSCAPING DETAILS	11.08.2024	
C-8.10	STAKING & LANDSCAPING DETAILS	11.08.2024	
C-8.11	ALL WHEELS SKATE NOTES	11.08.2024	
C-8.12	ALL WHEELS SKATE DETAILS	11.08.2024	
C-8.13	ALL WHEELS SKATE DETAILS	11.08.2024	
C-8.14	ALL WHEELS SKATE DETAILS	11.08.2024	
C-8.15	ALL WHEELS SKATE DETAILS	11.08.2024	
C-8.16	ALL WHEELS SKATE DETAILS	11.08.2024	

**Town of Holly Springs
Eagles Landing Park - Early Site
Guaranteed Maximum Pricing
Documents Log**

DRAWING INDEX			
Sheet Number	Sheet Name	Issued Date	Addendum 01
C-8.17	ALL WHEELS SKATE DETAILS	11.08.2024	
C-8.18	ALL WHEELS SKATE DETAILS	11.08.2024	
C-8.19	ALL WHEELS SKATE DETAILS	11.08.2024	
C-8.20	ALL WHEELS SKATE DETAILS	11.08.2024	
C-9.00	SANITARY DETAILS	11.08.2024	
C-9.01	SANITARY DETAILS	11.08.2024	
C-9.02	WATER DETAILS	11.08.2024	
C-9.03	WATER DETAILS	11.08.2024	
C-9.04	WATER DETAILS	11.08.2024	
C-9.05	STORMWATER DETAILS	11.08.2024	
C-10.0	TYPICAL SECTIONS	11.08.2024	
C-10.1	TYPICAL SECTIONS & NOTES	11.08.2024	
C-10.2	CASS HOLT ROAD ROAD PLAN & PROFILE	11.08.2024	12.10.2024
C-10.3	CASS HOLT ROAD ROAD PLAN & PROFILE	11.08.2024	12.10.2024
C-10.4	CASS HOLT ROAD ROAD PLAN & PROFILE	11.08.2024	
C-10.5	CASS HOLT ROAD PAVEMENT MARKINGS	11.08.2024	
C-10.6	CASS HOLT ROAD PAVEMENT MARKINGS	11.08.2024	
C-10.7	CASS HOLT ROAD CROSS SECTIONS	11.08.2024	
C-10.8	CASS HOLT ROAD CROSS SECTIONS	11.08.2024	12.10.2024
C-10.9	CASS HOLT ROAD CROSS SECTIONS	11.08.2024	
C-10.10	CASS HOLT ROAD CROSS SECTIONS	11.08.2024	
C-10.11	CASS HOLT ROAD CROSS SECTIONS	11.08.2024	
C-10.12	CASS HOLT ROAD CROSS SECTIONS	11.08.2024	
C-10.13	CASS HOLT ROAD CROSS SECTIONS	11.08.2024	
C-10.14	CASS HOLT ROAD CROSS SECTIONS	11.08.2024	
C-10.15	CASS HOLT ROAD CROSS SECTIONS	11.08.2024	
C-10.16	CASS HOLT ROAD CROSS SECTIONS	11.08.2024	
C-10.17	CASS HOLT ROAD CROSS SECTIONS	11.08.2024	
C-10.18	CASS HOLT ROAD CROSS SECTIONS	11.08.2024	
C-12.00	IRRIGATION NOTES & LEGENDS	11.08.2024	12.10.2024
C-12.01	OVERALL IRRIGATION PLAN	11.08.2024	12.10.2024
C-12.02	IRRIGATION PLAN	11.08.2024	12.10.2024
C-12.03	IRRIGATION PLAN	11.08.2024	12.10.2024
C-12.04	IRRIGATION DETAILS	11.08.2024	12.10.2024
C-12.05	IRRIGATION DETAILS	11.08.2024	12.10.2024
C-12.06	BOOSTER PUMP DETAILS	11.08.2024	12.10.2024
TRAFFIC SIGNAL			
SHEET 1	NEW INSTALLATION	10.2024	
SHEET 2	NEW INSTALLATION	10.2024	
SHEET 3	ELECTRICAL DETAIL (1 OF 2)	10.2024	
SHEET 4	ELECTRICAL DETAIL (2 OF 2)	10.2024	
SHEET 5	NCDOT WIND ZONE 4 (120MPH)	10.2024	
SHEET 6	NCDOT WIND ZONE 4 (120MPH)	10.2024	
SITE LIGHTING			
	DUKE ENERGY LIGHTING PLAN - SITE LIGHTING ARRANGEMENT	06.22.2023	
	DUKE ENERGY LIGHTING PLAN - SITE LIGHTING ARRANGEMENT	10.31.2024	

**Town of Holly Springs
Eagles Landing Park - Early Site
Guaranteed Maximum Pricing
Documents Log**

DRAWING INDEX			
Sheet Number	Sheet Name	Issued Date	Addendum 01
	MUSCO SPORT LIGHTING PLAN - ILLUMINATION SUMMARY	09.13.2024	
SITE ELECTRICAL			
E-001	LEGEND & ABBREVIATIONS	11.08.2024	
E-002	SITE LOCATOR PLAN	11.08.2024	
E-101	ELECTRICAL SITE PLAN AREA A	11.08.2024	
E-102	ELECTRICAL SITE PLAN AREA B	11.08.2024	
E-103	ELECTRICAL SITE PLAN AREA C	11.08.2024	
E-104	ELECTRICAL SITE PLAN AREA D	11.08.2024	
E-201	ELECTRICAL SITE PLAN PWER	11.08.2024	
E-401	ELECTRICAL ENLARGED AREA	11.08.2024	
E-402	ELECTRICAL ENLARGED AREAS	11.08.2024	
E-601	SCHEDULES	11.08.2024	
E-901	RISER DIAGRAMS	11.08.2024	
E-902	RISER DIAGRAMS	11.08.2024	

**Town of Holly Springs
Eagles Landing Park - Early Site
Guaranteed Maximum Pricing
Documents Log**

DRAWING INDEX			
Sheet Number	Sheet Name	Issued Date	Addendum 01
OTHER DOCUMENTS			
	Document Name	Issued Date	Addendum 01
	22-196 CD Base-Civil-Grading-EC	-	
	22-196 CD Base-Civil-Utility	-	
	2024-11-20 Eagles Landing Site	-	
	Geotechnical Exploration Report (S&ME)		09.08.2023
	Eagles Landing Park Early Site Bid Set Addendum #1 Narrative (CLH Design)		12.10.2024



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 15.

New Business

Title: Annual Appointments to Planning Board and Board of Adjustment

Strategic Priority Area: Organizational Excellence

Vibrant Community

Growth Management & Economic Vitality

Staff Resource: Linda McKinney, Town Clerk

Action(s):

1. Appoint two (2) In-Town Regular Members and one (1) In-Town Alternate Member to the Board of Adjustment and three (3) In-Town Members to the Planning Board.

Explanation:

- Openings on the Board of Adjustment (BOA) and Planning Board (PB) were advertised by staff.
- The Clerk's Office received 19 applications from in-town residents for PB and five (5) applications for BOA.
- These applications were forwarded to Council in December.
- The following positions need to be filled by Council:
 - Two (2) In-Town Regular members of BOA
 - One (1) In-Town Alternate member of BOA
 - Three (3) in-town members of the PB

Background:

- On the last day of February of each year, the terms of several members of the Board of Adjustment and Planning Board expire.
- Council appoints (or reappoints) members to fill those terms at their business meeting in January.

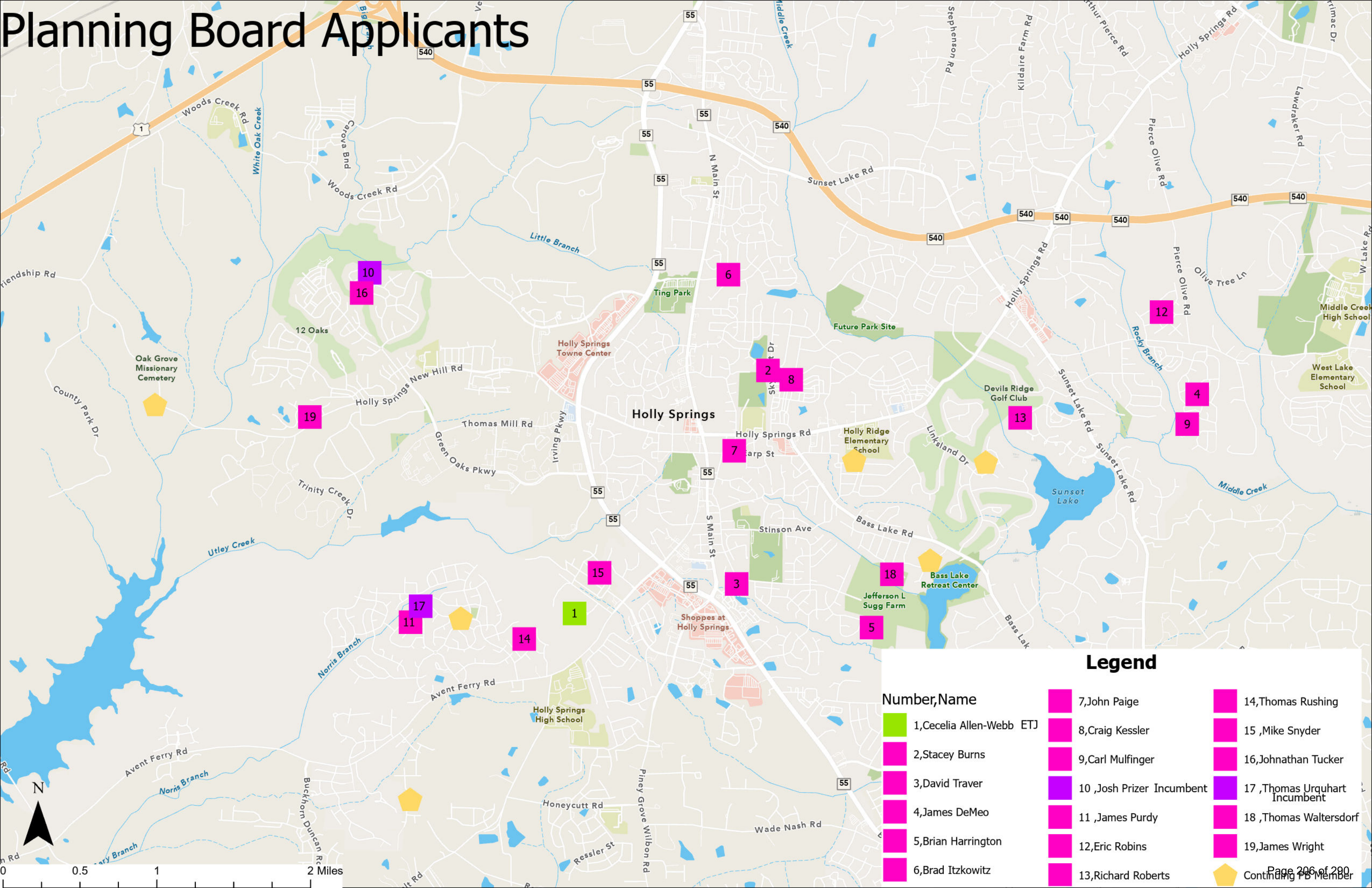
Funding Source(s):

N/A

Attachment(s):

1. Planning Board Applicants map
2. combined applications Planning Board
3. Board of Adjustments map
4. Board of Adjustment combined applications

Planning Board Applicants



Application to Serve on Planning Board



Applicant Information

First Name *

Cecelia

Last Name *

Allen-Webb

Email *

cecelia@kneadingwellness.com

Address *

Street Address

1216 happy hunting hills drive

Address Line 2

City

Holly springs

Postal / Zip Code

27540

State / Province / Region

Nc

Country

Wake

How long have you lived in Holly Springs? *

9 years

Subdivision *

Logging road

Home Phone *

9196042205

Work Phone *

9196042205

Current Employer *

Self

Job Title/Occupation *

Massage therapy

I reside within the *

☐ Corporate limits of Holly Springs

☒ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

Have you served on this board in the past? *

☐ Yes

☒ No

List any education, work experience or qualifications you have relevant to the Planning Board. *

People person

List any current or past volunteer activities in which you are/were involved. *

I volunteer for the women's shelters

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

To maintain holly springs home town atmosphere

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes

☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☒ Yes

☐ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *



Date *

10/4/2024

Time *

1:42:58 PM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

Newsletter

Application to Serve on Planning Board



Applicant Information

First Name *

Stacey

Last Name *

Burns

Email *

staceyburns167@gmail.com

Address *

Street Address

696 Skymont Dr

Address Line 2

City

Holly Springs

Postal / Zip Code

27540

State / Province / Region

NC

Country

United States

How long have you lived in Holly Springs? *

6 Years

Subdivision *

Sunset Ridge North

Home Phone *

7605055225

Work Phone *

7605055225

Current Employer *

Unemployed

Job Title/Occupation *

Community Outreach/Fundraising

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

StaceyBurnsResume_2024 (1).pdf

65.73KB

Have you served on this board in the past? *

☐ Yes

☒ No

List any education, work experience or qualifications you have relevant to the Planning Board. *

Before moving to Holly Springs I served as on the Citizen's Oversight Committee for the San Marcos Unified School District. As a committee, our job followed construction projects from start to finish. I helped ensure projects being proposed to the District were cost-effective and needed. Once approved we monitored the spending and progress and reported to the District regularly throughout. I think the skills I gained during this time will serve me well as a member of the Planning Board. My volunteer work in our town has taken me all over this town and into every community. Having a strong working knowledge of the area is incredibly important for making planning decisions with a focus on how the community will be impacted.

List any current or past volunteer activities in which you are/were involved. *

I currently serve on the Board of the HSHS Hawktimus Prime Boosters team as the Secretary as well as on the Social Committee for the Cary Apex Youth Choir. I am an active volunteer with the local Democratic Party and regularly volunteer with the Food Cupboard, the MLKjr Foundation, and Meals on Wheels.

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

It is the responsibility of the Planning Board to serve as a voice of the community. They are tasked with making informed recommendations to our Town Council that impact our Town's growth and success. It's important that they have a finger on the pulse of what the members of the community want. If appointed, I would commit to a deeper level of OUTREACH and EDUCATION for our community members. I'd look for ways to improve our communication and engagement. I'd help to ensure that we are recommending projects that help Holly Springs thrive. I love this town and I would be so honored to serve on the Planning Board.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes

☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☐ Yes

☒ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *

Stacey Burns

Date *

11/18/2024

Time *

3:52:33 AM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

via the website

STACEY BURNS

ABOUT ME

I am an educator with a passion for community engagement. I'm looking to become part of a dynamic team that is working to make a positive impact on my community.

CONTACT INFO



Phone

760.505.5225



Email

staceyburns167@gmail.com



Address

696 Skymont Drive
Holly Springs, NC

EDUCATION

Bachelor Of Human Sciences & Services
Early Childhood Education
University of Rhode Island
1996-2000

MY SKILLS/EXPERIENCE

- Event Planning
- Curriculum Design
- Volunteer Management/Engagement
- Project Management
- Graphic Design
- Community Engagement
- Team Building

MY REFERENCE

Donna Friend
RVC - Democratic Party
804.241.1256
djfriend108@gmail.com

Jen Coyle
HSES PTA/ President
757.869.1633
jen.i.coyle@gmail.com

Mike Kondratick
Founder -Relate Advocacy
703.999.2988
jmkondratick@gmail.com

WORK EXPERIENCE

Marketing/Logistics Director **6/2023 - 11/2023** **Friends of Jack Turnwald**

- Planned and Implemented Campaign Events.
- Maintained the campaign volunteer database and communications
- Designed all graphic materials for the campaign - including campaign mailers, yard signage, Web/Social Media graphics, etc.

Board Member - PTA **2014- current** **Holly Springs ES, La Mirada ES, Holly Ridge MS**

VP of Programs/Engagement 2015-18, 2021-current
Vice President of Fundraising 2021-2023
President (PTO) 2014-2018

- Implemented safety and inclusion initiatives on campus (incl: Weekend Nutritional Program, Alumni college scholarship program, and Good Samaritan Program)
- Educated and engaged with community.
- Facilitated inclusion trainings for staff and community
- Project Lead on both small and large scale fundraising and community engagement events (from 25-800 attendees)
- Ensured adherence to 501C3 nonprofit guidelines in our efforts to support the school community.
- Build and supported a team of over 50 fundraising more than \$75k for the school.

Coordinator - Democratic Party **2016- current** **Wake County Democrats** 2021-current **San Marcos Democrats** 2016-2019

- Led a team of elected officers and over a hundred volunteers through seven years of election cycles.
- Created Graphics for printed and social media & apparel.
- Plan, Budget, and executed fundraisers and events. (from 10-500 attendees)
- Facilitated key trainings for Area and County Team Members and the community at large.

Center Director - ECE **2004-2010** **La Petite Academy** 2007-2010 **Kindercare** 2004-2007

- Oversaw all daily operation, budget, and P&L monitoring for a large scale Preschool/After School Care Center providing education and care for approx. 200 families.
- Led a team of 30 Teachers and Staff. Including hiring, interviews, PIP processes, Mandated and enrichment trainings, etc.
- Maintained all Employment and Educational files in accordance with our state guidelines.

Lead Teacher/Site Supervisor **2000-2004** **Glendale Unified School Program**

- Planned and implemented a Transitional Kindergarten Curriculum for 32 ECE students.
- Maintained files in compliance with state funding for the 100 families enrolled in our program.
- Attended all IEPS for our students enrolled as well as representing as an advocate when they aged out of our program.
- Led as Union Representative for our Elementary School.

Application to Serve on Planning Board



Applicant Information

First Name *

David

Last Name *

Traver

Email *

dtraver1954@yahoo.com

Address *

Street Address

304 Occidental Drive

Address Line 2

City

Holly Springs

Postal / Zip Code

27650

State / Province / Region

NC

Country

Wake

How long have you lived in Holly Springs? *

10 months

Subdivision *

Parkside

Home Phone *

6073271001

Work Phone *

None

Current Employer *

Retired

Job Title/Occupation *

Construction project manager

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

Have you served on this board in the past? *

☐ Yes

☒ No

List any education, work experience or qualifications you have relevant to the Planning Board. *

I've worked as a project manager and estimator for fifty years in the construction field and served on the Planning board back in my old town Dryden NY.

List any current or past volunteer activities in which you are/were involved. *

Rotary, planning board Dryden NY, Earth day trash pick up.

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

Managing the growth of Holly Springs and offering new ideas. I hope to add some insight for the future of Hollys Springs.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes

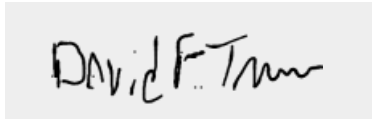
☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☐ Yes

☒ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *



Date *

10/14/2024

Time *

1:35:49 PM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

Farmers Market and Randy Harrington

Application to Serve on Planning Board



Applicant Information

First Name *

James

Last Name *

DeMeo

Email *

jdemeo65@gmail.com

Address *

Street Address

233 Brookberry Road

Address Line 2

City

Holly Springs

Postal / Zip Code

27540

State / Province / Region

NC

Country

United States

How long have you lived in Holly Springs? *

7.5 years

Subdivision *

Sunset Oaks

Home Phone *

516-640-0076

Work Phone *

516-640-0076

Current Employer *

Tulane University-Online Adjunct Faculty Instructor, Newberry College-Online Adjunct Faculty Instructor

Job Title/Occupation *

CEO USESC/Stadium Security Consulting, Event Security Staff Training Modules

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

Updated Resume James A. DeMeo 10.19.24 .docx

96.27KB

Have you served on this board in the past? *

☐ Yes

☒ No

List any education, work experience or qualifications you have relevant to the Planning Board. *

M.S. Degree in Sport Management, Graduate Certificate in College and University Teaching, 21 year law enforcement, public service career-retired from Nassau County Police Department, Long Island, NY. Best selling author on family safety and preparedness, titled "What's Your Plan? Small business owner, LLC.

List any current or past volunteer activities in which you are/were involved. *

See resume

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

Foster a collaboration of efforts and teamwork in helping the Town continue its growth and development as an amazing place to live, grow and prosper. Working together to create impact by being creative, innovative and understanding the impact of Planning Board's decisions on the Town.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes

☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☐ Yes

☒ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *

James Anthony DeMee

Date *

10/19/2024

Time *

5:12:45 PM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

Town of Holly Springs Council Member Annie Drees

James A. DeMeo

Objective:

Experienced leader offering demonstrated success in robust security program management, staff training, and strategic business development. Regarded as a subject matter expert in event security, public safety, and physical security. Demonstrates a devotion to continuous improvement, lifelong learning, and professional career development. Functions as a catalyst for organizational change and thought leadership. Adept in applying outstanding communication and people skills to communicate with both technical and non-technical audiences.



ADDRESS

233 Brookberry Road
Holly Springs, NC,
27540



PHONE

516-640-0076.



EMAIL

jdemeo65@gmail.com

EXPERIENCE

June 2018-present

Distinguished Adjunct Faculty Instructor-Remote Learning

Tulane University. New Orleans, LA.

Aug 2024-present,

Adjunct Faculty Instructor Division of Business, Communications and Sport-Remote Learning

Newberry College, Newberry, SC.

February 2015-present

Founder, President and CEO at Unified Sports and Entertainment Security Consulting, LLC. Holly Springs. NC. Stadium security consulting, event security training modules.

Educator, Bestselling Author, Distinguished Faculty at Tulane University-School of Professional Advancement, Sports Security Expert, Curriculum Development, Competency Based Education, Project Coordination, Innovative, Strategic, Analytical, Critical Thinking

EDUCATION

Adelphi University, Garden City, NY.

M.S in Sport Management

Appalachian State University, Boone, NC.

College and University Teaching Graduate Certificate

Long Island University-C.W. Post College, Old Brookville, NY.

B.A. History Major, Political Science, Minor

National Honor Society Member-PI Gamma Mu



WEBSITE

<https://jamesadameo.com/>

<https://asesc.net/>

COMMUNICATION

Presented at national security conferences sharing subject matter expertise with both technical and non-technical audiences.

LEADERSHIP

James A. DeMeo is a best-selling author, educator, professional speaker & sports security expert. Mr. DeMeo was recognized by Security Magazine as The Most Influential People in Security 2017. He is also the author of the best-selling book, What's Your Plan? A Step-By-Step Guide to Keep Your Family Safe During Emergency Situations.

Mr. DeMeo holds professional memberships with ASIS International, National Center for Spectator Sports Safety and Security-NCS4, and the National Contract Management Association-NCMA.

Mr. DeMeo's higher education teaching experience includes serving as a remote learning Adjunct Faculty Instructor with the following Universities: Tulane University's School of Professional Advancement-SoPA, Jacksonville State University, Dept. of Kinesiology, Mercer University-Stetson School of Business, where he instructs graduate, undergraduate students about Facilities, Event Security, Sport Venues, Risk Mitigation, Crowd Control. Risk Management and Crises Communications.

Venue Experience-Event Security: Concerts, Live Events

Grand Opening of Barclays Center-AEG, Brooklyn NY-2012
Cedar Park Center-HEB Center, Austin, Texas, 2013-2014

References

Available upon request

Application to Serve on Planning Board



Applicant Information

First Name *

Brian

Last Name *

Harrington

Email *

brendensdad@gmail.com

Address *

Street Address

104 Grandfather Court

Address Line 2

City

Holly Springs

Postal / Zip Code

27540

State / Province / Region

NC

Country

United States

How long have you lived in Holly Springs? *

8 years

Subdivision *

Parks at Bass Lake

Home Phone *

7033471274

Work Phone *

9198053613

Current Employer *

Crowder Construction

Job Title/Occupation *

Sr. Project Manager

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

Have you served on this board in the past? *

☐ Yes

☒ No

List any education, work experience or qualifications you have relevant to the Planning Board. *

Colorado State University. Graduated 2002 with a construction management degree. I've been working in the construction industry ever since specializing in water and waste water treatment plants.

List any current or past volunteer activities in which you are/were involved. *

Various activities typically through work sponsored functions.

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

To review planned developments and provide input. Growth is good and needed but traffic is a concern.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes

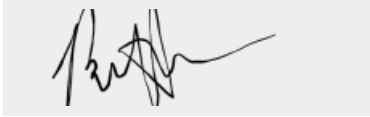
☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☐ Yes

☒ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *



Date *

11/17/2024

Time *

1:27:16 PM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

Application to Serve on Planning Board



Applicant Information

First Name *

Brad

Last Name *

Itzkowitz

Email *

braditzkowitz@gmail.com

Address *

Street Address

112 Arbor Tree Ct

Address Line 2

Front Desk

City

HOLLY SPRINGS

Postal / Zip Code

27540

State / Province / Region

NC

Country

United States

How long have you lived in Holly Springs? *

10 Years

Subdivision *

Arbor Creek

Home Phone *

9103035880

Work Phone *

9103035880

Current Employer *

UNC Health

Job Title/Occupation *

Director of Food Operations

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

Brad_Resume_24.pdf

154.23KB

Have you served on this board in the past? *

☐ Yes

☒ No

List any education, work experience or qualifications you have relevant to the Planning Board. *

I hold a degree in management, and for the past 40 years, I have worked in leadership roles where I collaborated with teams to enhance systems and develop targeted action plans for executing strategic initiatives aimed at improving the quality of life for constituents.

List any current or past volunteer activities in which you are/were involved. *

I am currently on the Arbor Creek HOA Board of Directors for the past nine years and has served as president for the past six years. I was responsible for the creation and management of a 501(c)3 organization where I served as president, CEO, and CFO.

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

I am eager to join the Town of Holly Springs Planning Board because I am passionate about shaping our community's future through thoughtful planning and development. With my extensive background in leadership and collaboration, I am well-equipped to contribute to the review and recommendation process for rezoning and development proposals.

I believe in the importance of aligning our town's growth with the needs and values of our residents. By participating in this board, I aim to help ensure that our recommendations to the Town Council reflect a balanced approach to development—one that enhances the quality of life for all constituents while maintaining the integrity of our community.

Being part of the Planning Board would allow me to actively engage in discussions about our comprehensive plan and zoning regulations, advocating for sustainable and responsible growth that fosters a vibrant community. I am excited about the opportunity to collaborate with fellow board members and town officials to create a thriving environment for Holly Springs.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes ☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☒ Yes ☐ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *



Date *

10/20/2024

Time *

3:08:34 PM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

Town of Holly Springs Facebook Page.

Brad Itzkowitz

112 Arbor Tree Ct, Holly Springs, NC 910-303-5880 braditzkowitz@gmail.com
www.linkedin.com/in/brad-itzkowitz

Summary of Qualifications

- Innovative, Results-Driven Dining Services Professional with 12+ years of success in High-End Senior Living communities, and 15+ years of success in Acute Care Medical Centers developing creative, memorable culinary experiences for residents, patients, and their families.
- Trusted leader with exceptional interpersonal and communication skills and the ability to inspire excellence in team members, who create and serve meals from scratch.
- Proven record of increasing resident, patient, and family satisfaction through continuous improvements and responding to the needs and concerns of constituents.
- Leader with outstanding business acumen and a focus on revenue growth.
- Bachelor of Professional Studies degree in Hotel/Restaurant Management/ Associate of Science Degree in Culinary Arts

Areas of Expertise

Multi-Unit Operations | Dining Services | Senior Living | Medical Centers | Menu Design | Culinary Concepts | Strategic Planning | Renovation and Design | Process Improvement | Forecasting and Planning | Budget Management | Leadership | Performance Management | Training and Coaching | Talent Development | Recruitment | Scheduling | Inventory Control | Marketing and Merchandising | Sales and Development

Professional Experience

10/2021 – present Kisco Senior Living, The Cardinal at North Hills, Raleigh, NC **Director of Dining Services**

- Responsible for all dining and culinary operations at Kisco's Signature upscale senior living community with over 500 residents, six managers and 105 hourly associates.
- Manages six resident dining rooms, a Bistro, Pub, and two associate cafes with a total operating budget of \$6,640,000.
- Managed community expansion project through completion that added 235 resident apartments, and innovative dining concepts to include a fine dining restaurant, resident lounge, and assisted living dining room.
- Exceeded company standards for resident and associate satisfaction by the daily execution of Kisco's principles, values, and beliefs.
- The community was awarded a Forbes Five-Star Rating for extraordinary customer service.
- Won Kisco's operational service enhancement award in 2023.

6/2021 – present Carolina Inn/Highlands, Fayetteville, NC **Dining Consultant**

- Supports the dining team with seasonal menus, holiday and special event menus, and happy hour menus.
- Assists with food procurement, inventory control, and ordering guides.
- Provides operational checklists, standards, and support to the on-site team.
- Maintains financial logs and spenddown documents.
- Tracks employee time and approves bi-weekly payroll.
- Creates annual dining budgets.
- Provides seven day-a-week phone/zoom support to the operations team.
- Provides on-site support monthly.

10/2018 – 6/2021 Carolina Inn/Highlands, Fayetteville, NC **Director of Dining/Support Operations**

- Responsible for all non-clinical operations in Fayetteville's premier boutique senior living community.
- Managed daily operations for dining, environmental, activities, maintenance, and concierge services.
- Led a team of six managers and 75 associates during a transformation of corporate business model.
- Created company policies, procedures, and daily standards for all areas of responsibility.
- Managed \$5,600,000 annual combined budget in a for-profit setting.
- Created innovative dining programs that featured chef inspired menus and demonstration cooking.

1/2015 – 7/2018 Carolina Meadows, Chapel Hill, NC **Vice President, Dining Services**

- Responsible for all dining services in North Carolina's largest upscale, non-profit senior living community with over 750 residents, nine managers and 100 hourly associates.
- Managed eight dining venues with a combined \$5,200,000 budget, including seven restaurants, and dining rooms for residents in independent living, assisted living, memory care, and skilled nursing.
- Managed \$8,200,000 renovation project through completion that added innovative dining concepts to include fine dining, pub style, and casual marketplace.
- Achieved 95% positive resident satisfaction score during semiannual, third-party survey.
- Implemented Open-Table™ Reservation system and social media platforms that increased resident and staff engagement.

1/2013 – 12/2014 Unidine Corporation, Boston, MA **District Manager**

- Managed multi-unit healthcare operations totaling \$19,700,000 in managed volume for progressive, boutique Dining Services Company that specializes in a fresh food philosophy.
- Created and implemented successful employee engagement program that reduced turnover by 18%.
- Developed decentralized dining manual and became company champion for innovation regarding person-centered dining programs, neighborhood dining, and greenhouse culture change initiatives.

11/2006 – 1/2013 Aladdin Food Management Services, Wheeling, WV **District Manager**

- Specialized in regional healthcare multi-unit oversight by managing 13 accounts totaling \$18,200,000 in managed volume.
- Designed and implemented a comprehensive measurement and client retention tool for unit managers to track quality improvement and resident satisfaction indicators.
- Was awarded Aladdin's Food Services 2008 District Team Award for overall operational excellence.

7/2005 – 11/2006 Sodexo Services, Gaithersburg, MD **General Manager**

- Responsible for the Food Service operations of a 408-bed acute care Hospital in Aventura, FL, totaling \$5,200,000 in managed volume.
- Implemented Personal Choice™ Spoken Menu program improving Gallop patient satisfaction score consistently over 3 quarters.
- Designed and executed \$275,000 cafeteria renovation to include Starbucks™ kiosk and mobile food cart.

11/2001 – 5/2005 Compass Group, Charlotte, NC **Regional Director, Operations**

- Responsible for the operations of 19 Healthcare Food Service accounts totaling \$27,216,000 in managed volume in North and South Carolina.
- Managed operational expenses 113% favorable to budget during tenure.

Education and Certifications

- New York Institute of Technology, New York, NY Bachelor of Professional Studies Degree, Hotel / Restaurant Management
- Johnson and Wales University, Providence, RI Associate of Science Degree, Culinary Arts
- ServSafe Certification

Volunteer and Community Involvement

- CFO, Stop Abuse Campaign. A volunteer position for this 501(c)(3) non-profit corporation dedicated to the prevention of child abuse, bullying, and domestic violence.
- President, Arbor Creek Homeowners Association Board of Directors.

Application to Serve on Planning Board



Applicant Information

First Name *

Paige

Last Name *

John

Email *

akerspaige@gmail.com

Address *

Street Address

301 Earp St

Address Line 2

City

Holly Springs

Postal / Zip Code

27540

State / Province / Region

NC

Country

United States

How long have you lived in Holly Springs? *

1.5yrs

Subdivision *

Village District

Home Phone *

4104912694

Work Phone *

4104912694

Current Employer *

Align Technology

Job Title/Occupation *

Program Improvement Manager

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

Have you served on this board in the past? *

☐ Yes

☒ No

List any education, work experience or qualifications you have relevant to the Planning Board. *

I started my career in event management, and corporate training through which I found my passion for process design/improvement/implementation. My current work focuses in analysis and design of complex process, financial implications, and implementing solutions.

List any current or past volunteer activities in which you are/were involved. *

NC Food Bank, Durham Rescue Mission, currently onboarding to volunteer at Gigi's Playhouse, applied for Election Official

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

I believe the Planning Board is a critical component to the development in the town of Holly Springs, and I see this board helping to enable better future planning and promote community engagement. Holly Springs is full of untapped development potential which also means there are complex problems to solve. As someone who has built a career in solving complex problems, looking at decision impact, and advising, the opportunity to participate in a similar way within my community is extremely rewarding. I look forward to participating in projects and decisions that both deliver short term needs and set the foundation for long term thriving.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes

☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☒ Yes

☐ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *



Date *

10/6/2024

Time *

7:17:18 PM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

holly springs texts and website

Application to Serve on Planning Board



Applicant Information

First Name *

Craig

Last Name *

Kessler

Email *

craig.h.kessler@gmail.com

Address *

Street Address

308 Midden Way

Address Line 2

City

Holly Springs

Postal / Zip Code

27540

State / Province / Region

NC

Country

United States

How long have you lived in Holly Springs? *

6 Years

Subdivision *

Rhamkatte Village

Home Phone *

5165518121

Work Phone *

5165518121

Current Employer *

Lumen Technologies

Job Title/Occupation *

Sr. Marketing Manager - Public Sector

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

Have you served on this board in the past? *

☐ Yes

☒ No

List any education, work experience or qualifications you have relevant to the Planning Board. *

Committee Member: Downtown Planning

Committee Member: Parks and Recs

List any current or past volunteer activities in which you are/were involved. *

Board Member: North Carolina Project Management Institute

Committee Member: Downtown Planning

Committee Member: Parks and Recs

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

The responsibilities of the Planning Board include reviewing and making recommendations on proposals for rezoning, development-related requests, and amendments to the Town's zoning regulations and comprehensive plan. If appointed, I hope to contribute to thoughtful and balanced recommendations that support sustainable development and enhance the quality of life in our community based on the information provided. I will make recommendations based off the guidelines set by the town and not personal feelings.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes

☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☐ Yes

☒ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *

Craig Kessler

Date *

11/20/2024

Time *

9:08:24 PM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

Facebook

Application to Serve on Planning Board



Applicant Information

First Name *

Carl

Last Name *

Mulfinger

Email *

carl.mulfinger@gmail.com

Address *

Street Address

501 Redhikk Road

Address Line 2

City

Holly Springs

Postal / Zip Code

27540

State / Province / Region

NC

Country

Wake

How long have you lived in Holly Springs? *

6.5 years

Subdivision *

Sunset Oaks

Home Phone *

919-349-9262

Work Phone *

919-349-9262

Current Employer *

Retired

Job Title/Occupation *

Retired

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

Supplemnt to Planning Board Application - Carl Mulfinger.docx

13.92KB

Have you served on this board in the past? *

☐ Yes

☒ No

List any education, work experience or qualifications you have relevant to the Planning Board. *

Washington University - St Louis and MBA - Finance U of Missouri - St Louis. The last 25 years of my working life were spent as an application software consultant, I attached a document explaining how the responsibilities of that position fit with understanding how

List any current or past volunteer activities in which you are/were involved. *

Sunset Oaks Landscape Committee

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

The Planning Board reviews and makes recommendations to the Town Council proposals for rezoning, development-related requests, and amendments and additions to the Town's zoning regulations and comprehensive plan.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes

☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☒ Yes

☐ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *

Carl Mulfinger

Date *

11/20/2024

Time *

1:58:46 PM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

Town website

November 20, 2024

Carl Mulfinger

Supplement to Planning Board Application

For the past 25 years, I worked on business application software implementations. Specifically, I worked with the QAD Enterprise Applications ERP/Supply Chain software. This is business software for manufacturing and distribution companies.

The methodology was to:

Be an expert on the software.

Interview key users at the client site and identify their current processes as well as understand their purpose or goal with each process.

Perform education for the client identifying how the software addressed the corresponding process. Encourage user participation to understand any differences between the software's and the client's approach to the same business process.

Where there is a disconnect, work with the clients to see if their process can be modified to fit the software's functionality. If not, identify ways to modify the software to meet the clients needs. The emphasis of this exercise was to minimize any software modifications and instead work on process change/improvement with the client.

This was in conjunction with the clients Sarbanes Oxley requirements. GAAP requirements and/or for any pharmaceutical companies process validation rules.

Application to Serve on Planning Board



Applicant Information

First Name *

Josh

Last Name *

Prizer

Email *

joshprizer@gmail.com

Address *

Street Address

365 Golf Vista Trail

Address Line 2

City

HOLLY SPRINGS

Postal / Zip Code

27540

State / Province / Region

NC

Country

United States

How long have you lived in Holly Springs? *

6 yrs

Subdivision *

12 Oaks

Home Phone *

6312451235

Work Phone *

6312451235

Current Employer *

MyHealthTeam

Job Title/Occupation *

Sr. Director

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

JoshPrizer_Resume_2024.pdf

97.08KB

Have you served on this board in the past? *

☒ Yes

☐ No

List any education, work experience or qualifications you have relevant to the Planning Board. *

Current Planning Board Member, Pine Springs Preparatory Academy Board Member, Former President of Toms River Fire Department, Sr. Dir. Sales

List any current or past volunteer activities in which you are/were involved. *

Life long volunteer to the community, Current and past coach of (Football, Soccer, Basketball, Baseball, Softball) in the Holly Springs area. Current Planning Board Member. Current Board member of Pine Springs Preparatory Academy.

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

The role of the planning board is to continue to oversee the development of Holly Springs and to ensure the citizens are represented in a fair manner to ensure that their best interests are looked after when it comes to the expansion of our town. A fair and balanced/unbiased approach must be brought to this position.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes

☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☒ Yes

☐ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *

Josh Prizer

Date *

11/22/2024

Time *

8:47:31 AM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

Current Board Member

JOSH PRIZER

365 Golf Vista Trail
Holly Springs, NC 27540

Phone: 631.245.1235
Email: joshprizer@gmail.com

A results-driven business manager with 21 years of sales, management, and consulting experience. Exceptional at leading a team, identifying key decision makers and establishing working relationships that result in ongoing sales. Driven to achieve sales goals with a client-focused, consultative sales approach, becoming a reliable resource for clients and delivering top performing campaigns.

Areas of Expertise

- | | | |
|----------------------------|-----------------------------------|----------------------------|
| ▪ Account Management | ▪ Digital and Print Space Selling | ▪ New Business Development |
| ▪ People Management | ▪ Custom Digital Projects | ▪ Cross-Platform Sales |
| ▪ Budgeting & Cost Control | ▪ Strategic Partnerships | ▪ Communication Skills |
| ▪ Trade Show Attendance | ▪ Collaborative Teamwork | ▪ Sales Leadership |
-

PROFESSIONAL EXPERIENCE

MyHealthTeam

January 2022 - Present

Senior Director, Partnerships

- Penetrated 3 Top-10 Pharmaceutical accounts in first year
- In First Year secured \$2.2MM in new business
- On pace to achieve \$5.5M revenue goal
- Work internally with top leadership to create new and innovative products to further revenue
- Work with internal teams to deliver programs effectively, efficiently and to exceed client expectations

FIRSTWORD GROUP

July 2018 – December 2021

Senior Sales Consultant – Communications Division

Oversaw all Sales and Marketing underneath FirstWord Pharma/FirstWord HealthTech - Communications Division

- Reported directly to CEO
- Managed all global accounts
- Developed new business and expanded existing business
- Developed new products and tactics to provide innovative offerings
- Worked with internal teams to allow for timely and seamless brand promotion, marketing and messaging
- Exceeded sales expectations (2018, 2019, 2020, 2021)

FRONTLINE MEDICAL COMMUNICATIONS

2014 – July 2018

GROUP PUBLISHER – CLINICAL PRIMARY CARE BRANDS {THE JOURNAL OF FAMILY PRACTICE, CLEVELAND CLINIC JOURNAL OF MEDICINE AND CLINICIAN REVIEWS} (JANUARY 2017 – FEBRUARY 2018)

Responsible for the operation, P&L, print and digital sales of two monthly Publications (The Journal of Family Practice and Clinician Reviews) as well as responsible for digital business (maintenance and growth) of Cleveland Clinic Journal of Medicine and affiliated websites. All business accounts for a combined revenue of 4 million dollars. All sales goals were overachieved every year in addition to improving and maintaining each publications readership ranking.

- Manage Editorial staff, sales staff and general direction of publications
- Maintain sales goals and budgeted P&L
- Increase revenue by sale of print and digital advertising (Print ads, Special Issues, Supplements, Custom programs, ROS Banner Ads, eNewsletters, Digital Supplements, Medical Resource Centers, Medical HUBS, Gamification tactics, etc.)
- Present Annually to Editorial Board of Directors on publications and future direction

ASSOCIATE PUBLISHER – THE JOURNAL OF FAMILY PRACTICE AND CLINICIAN REVIEWS (APRIL 2014 – JANUARY 2017)

Responsible for print and digital sales of two monthly Publications (The Journal of Family Practice and Clinician Reviews). All business accounts for a combined revenue of 2.8 million dollars.

- Manage editorial staff and general direction of publications

- Increase revenue by sale of print and digital advertising (Print ads, Special Issues, Supplements, Custom programs, ROS Banner Ads, eNewsletters, Digital Supplements, Medical Resource Centers, Medical HUBS, Special Gamification tactics, etc.)

HMP COMMUNICATIONS

2012 - 2014

NATIONAL ACCOUNT MANAGER, CONSULTANT FOR PEDIATRICIANS® (2013 - 2014)

Focused on the day-to-day selling of print/digital advertising space and special projects to pharmaceutical companies and/or services within a well-known pediatric publication, reaching 62K pediatric physicians. Approved ad production maps and oversees the publications' monthly budget of \$80K+.

NATIONAL ACCOUNT MANAGER, FIRST REPORT MANAGED CARE® (2012 - 2013)

Managed US sales of both print and digital advertising space in the journal to global pharmaceutical companies with a target audience of managed care decision makers.

- Achieved \$900K in sales during first year of employment
- Penetrated eight not yet established new accounts, generating \$300K in new sales

VITAFLO INTERNATIONAL LTD (PART OF THE NESTLE GROUP)

2004 - 2012

SALES AND OPERATIONS MANAGER (2010 - 2012)

Managed Canadian sales team and established and implemented guidelines for sales targets and metrics. Guided the development of new product launches and development of medical marketing materials acting as the liaison between marketing and sales.

- Managed a new sales operation in Canada through startup, implementation, and expansion, including product registration with Health Canada, forecasting, and day-to-day operations management
- Effectively managed a \$300K sales and marketing budget
- Led team to exceed budget, achieving 106% of target in 2010

SENIOR SALES LEADER (2007 - 2010)

Serviced key accounts and developed key opinion leaders in metabolic and disease related malnutrition and renal markets in 9 US states (CO, CT, GA, MA, ME, NH, NY, RI, and VT) and all of Canada. Planned field visits and calls to emphasize sales messages while meeting the needs of the customer through formal group presentations, face-to-face calls, administrative meetings, one-on-one lunches, and patient/family sponsored events. Managed individual sample, promotional/educational material, travel, and formal group budget.

- Consistently exceeded sales goals in 2007, 2008 and 2009

SALES REPRESENTATIVE (2004 - 2007)

Oversaw the sales of an extensive metabolic product line including clinical nutritional products and services for the management of inborn metabolic diseases to physicians, dietitians, nurses, and other health care providers in the hospital, clinic, pharmacy, and home health care settings.

TRANSNATIONAL SERVICE AND OPERATIONS

2002 - 2004

SALES REPRESENTATIVE

Managed 3 product lines, including bug repellents, dive equipment, and sound protection devices for international clients entering the US market.

EDUCATION & TRAINING

Bachelor's Degree - Criminal and Law Studies, Marquette University, Milwaukee, WI

Professional Selling Skills
SalesForce.com

SalesForce.com
Professional Sales Coaching

Sales Management Skills
Managing People at Nestle

VOLUNTEER EXPERIENCE

Wake County GOP

2021 - Present

2nd Vice Chair – 2023 – Present

Vice Chair, Holly Springs Region – 2021-Present

Holly Springs Planning Board

2022 - Present

Toms River Fire Company No. 1

2011 - 2019

President - 2016-2019

Vice President - 2014-2015

Trustee – 2013-2014

Firefighter – 2011-2019

Centerport Fire Department

2002 – 2007

Firefighter

Application to Serve on Planning Board



Applicant Information

First Name *

James

Last Name *

Purdy

Email *

jim@rubiconstrategies.com

Address *

Street Address

329 Sycamore Creek Drive

Address Line 2

City

Holly Springs

Postal / Zip Code

27540

State / Province / Region

NC

Country

USA

How long have you lived in Holly Springs? *

4.5 years

Subdivision *

Holly Glen

Home Phone *

9414086181

Work Phone *

9414086181

Current Employer *

Rubicon Strategies

Job Title/Occupation *

CEO

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

Have you served on this board in the past? *

☐ Yes

☒ No

List any education, work experience or qualifications you have relevant to the Planning Board. *

*Sergeant in the United States Marine Corps

*Florida building contractor/developer

*Part of the management team of the three largest transactions in the life settlement industry. Two IPOs and one private equity buyout

*Current business owner

List any current or past volunteer activities in which you are/were involved. *

*Kids T ball coach

*Current assistant swim coach for Holly Glen Hammer Heads swim team

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

Responsibility: Ensure development aligns with community values, sustainability and long-term plans.

Hope: To guide Holly Springs towards balanced growth, preserving its charm while fostering community welfare.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes

☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☐ Yes

☒ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *

James Purdy

Date *

11/23/2024

Time *

10:02:32 AM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

Tom Urquhart

Application to Serve on Planning Board



Applicant Information

First Name *

Eric

Last Name *

Robins

Email *

ericprobins@gmail.com

Address *

Street Address

212 Arborhill Ln

Address Line 2

City

Holly Springs

Postal / Zip Code

27540

State / Province / Region

North Carolina

Country

USA

How long have you lived in Holly Springs? *

24.5 years

Subdivision *

Woods at Sunset Oaks

Home Phone *

9198969171

Work Phone *

9198969171

Current Employer *

Oracle America, Inc.

Job Title/Occupation *

Sr Corporate Counsel

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

Have you served on this board in the past? *

☐ Yes

☒ No

List any education, work experience or qualifications you have relevant to the Planning Board. *

Member of Sunset Oaks Architectural Review Board

List any current or past volunteer activities in which you are/were involved. *

N/A

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

To ensure projects within the Town are compliant with existing policies and visions.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes

☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☐ Yes

☒ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *

ERIC ROBINS

Date *

11/18/2024

Time *

3:02:56 AM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

Application to Serve on Planning Board



Applicant Information

First Name *

Richard

Last Name *

Roberts

Email *

roberts.richard116@gmail.com

Address *

Street Address

104 Skybrook Drive

Address Line 2

City

Holly Springs

Postal / Zip Code

27540

State / Province / Region

NC

Country

USA

How long have you lived in Holly Springs? *

24 years

Subdivision *

Sunset Ridge South

Home Phone *

919-656-2660

Work Phone *

919-656-2660

Current Employer *

retired

Job Title/Occupation *

Architect/Owner

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

Have you served on this board in the past? *

☐ Yes

☒ No

List any education, work experience or qualifications you have relevant to the Planning Board. *

Licensed Architect 1986-2023

List any current or past volunteer activities in which you are/were involved. *

Member of the Sunset Ridge South Architectural Review Board for 23 years

Chair of the Sunset Ridge South Architectural Review Board for 16 years

Owner of a national architectural firm primarily focused on commercial clients. Designed projects in 35 states and presented to various planning boards my clients projects for approvals.

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

I see the responsibilities as a listener to the applicant's presentations and as a facilitator member of the Board to make decisions and recommendations based on the information received

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes

☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☐ Yes

☒ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *

Richard M. Roberts

Date *

12/1/2024

Time *

2:24:32 PM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

The Source

Application to Serve on Planning Board



Applicant Information

First Name *

Thomas

Last Name *

Rushing

Email *

trrushing@hotmail.com

Address *

Street Address

416 Shorehouse Way

Address Line 2

City

Holly Springs

Postal / Zip Code

27540

State / Province / Region

NC

Country

United States

How long have you lived in Holly Springs? *

25 years

Subdivision *

Holly Glen

Home Phone *

9196304742

Work Phone *

9196304742

Current Employer *

Preston Animal Hospital a Thrive Veterinary Hospital

Job Title/Occupation *

Practice Manager

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

Have you served on this board in the past? *

☐ Yes

☒ No

List any education, work experience or qualifications you have relevant to the Planning Board. *

I am a licensed real estate agent and still sell real estate while working at Preston Animal Hospital. I worked 9 years (2015 to 2024) full time in real estate while on a break from Preston AH.

List any current or past volunteer activities in which you are/were involved. *

I am the current HOA president for Holly Glen, an 887 home community in Holly Springs. I have served on that board since 2013. Before that I lived in Bridgewater and served on that HOA board, before that I lived in Whitney Village and served on its HOA board.

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

Holly Springs has grown rapidly since I have lived here. We need to maintain our business growth with resident growth to ensure that we keep a good balance. Traffic is becoming more of a problem which needs to be addressed as we add more homes.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes

☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☒ Yes

☐ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *

Thome Rushing

Date *

12/1/2024

Time *

11:41:33 AM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

Community FB page

Application to Serve on Planning Board



Applicant Information

First Name *

Mike

Last Name *

Snyder

Email *

msnyder214@bellsouth.net

Address *

Street Address

136 Morgan Ridge Rd

Address Line 2

City

Holly Springs

Postal / Zip Code

27540

State / Province / Region

NC

Country

United States

How long have you lived in Holly Springs? *

9 years

Subdivision *

Morgan Park

Home Phone *

9196066693

Work Phone *

none

Current Employer *

Retired

Job Title/Occupation *

n/a

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

Snyder Resume HS Planning Board 2Dec24.doc

61.5KB

Have you served on this board in the past? *

☐ Yes

☒ No

List any education, work experience or qualifications you have relevant to the Planning Board. *

-Town Council elected official, Morrisville, 2005-09

-Federal Government (military) employee for 26.5 years

-MS, Management (Manpower, Personnel, Training, Analysis), Naval Postgraduate School

-BBA, University of Texas

(See resume for more detailed list)

List any current or past volunteer activities in which you are/were involved. *

-Front desk greeter-Holly Springs Town Hall
-Election poll worker
-Church parking attendant
-Member, Veterans Memorial Planning Committee, Morrisville, NC
-Trained mediator, Duke University
-Member, Office of Institutional Equity Committee, Duke University
-President, Military Officers of American, Triangle Chapter
-Grand Knight, Knights of Columbus Council
-Youth baseball and soccer coach
-FIFA Certified soccer referee
(See resume for more detailed list)

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

-Do your homework! Thoroughly review the requests and plans brought before the planning board prior to voting on and making recommendations to the town council.
-Ensure the town's ordinances, policies, and other previously determined directives are adhered to when considering approval of any kind of development, to include rezoning requests. Most importantly, ensure the request before the planning board "fits" with the master plan previously established by the town council.
-When possible, educate the public on how the planning "process" works to ensure an understanding of local government and its mission, in particular to minimize incorrect information about this process being spread around.
-Work closely with the town development/planning staff to ask questions and better understand the intricacies of plans brought before the board.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes ☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☒ Yes ☐ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *

Michael J. Snyder

Date *

12/2/2024

Time *

1:33:00 PM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

Monthly Newsletter, Council Member Tim Forrest

MICHAEL J. SNYDER
136 Morgan Ridge Road, Holly Springs, North Carolina 27540
Cell (919) 606-6693 E-mail: msnyder214@bellsouth.net

QUALIFICATIONS SUMMARY Over 35 years of experience in progressive and diverse human resource, training, safety, and program/operations management areas in federal, municipal, higher education, and civilian environments. Established a proven record of achieving the highest levels of production through leadership, teamwork, and employee motivation. Specific skills include:

- Program development, management, and implementation
- Work/Business Process Reengineering Facilitator
- Personnel/Program/Project Management
- Evaluation and development of effective processes
- Exceptional organizational, admin, and people skills
- Personnel career development
- Development/maintenance of Safety Programs
- Develop/write Standards of Work, SOPs, manuals
- Experience with/in various diversity and cultural settings
- Determine, develop, execute effective recruiting and retention plans
- Systems/jobs/performance analyst
- Effective communicator
- Education and training
- Policy/regulation analysis
- Team emphasis/development
- Trained mediator
- Develop/review/update job classifications
- Personnel staffing
- Event planning

PROFESSIONAL WORK EXPERIENCE

Environmental, Safety, and Health Specialist

Facilities Management Department (FMD), Duke University

Mar 2010-Oct 2019

- Assess/evaluate effectiveness and necessity of all safety programs within diversified 500 person department.
- Develop, oversee, and maintain a robust safety program that is compliant with all OSHA regulations.
- Work closely with university officials, department heads, shop supervisors, and union representatives to determine safety requirements to ensure employees are aware of OSHA regulations and are qualified for advancement.
- Meet safety training requirements and ensure employee safety awareness through such means as online training, hands-on experience, safety awareness days, safety fair, safety committees, publication of metrics, development and publication of written safety programs, and workplace safety audits.
- Working with Duke Worker's Compensation department, manage OSHA DART program to identify, monitor, and reduce on-the-job accidents and injuries.
- Conduct Safety Incident Reviews on all accident and injuries incurred on-the-job.

Safety Manager, Training Coordinator, and Assistant Human Resources Director

Facilities Management Department (FMD), Duke University

2001-Mar 2010

- Assess/evaluate effectiveness and necessity of all safety, training, and apprenticeship programs within diversified 300 person department.
- Develop, oversee, and maintain a robust safety program that is compliant with all OSHA regulations.
- Work closely with university officials, department heads, shop supervisors, and union representatives to determine safety and skill-training requirements to ensure employees are aware of OSHA regulations and are qualified for advancement.
- Meet safety training requirements and ensure safety awareness by employees through such means as online training, hands-on experience, safety awareness days, safety fair, safety committees, publication of metrics, and workplace safety audits.
- Working with Duke Worker's Compensation department, manage OSHA DART program to identify, monitor, and reduce on-the-job accidents and injuries.
- Conduct Safety Incident Reviews on all accident and injuries incurred on-the-job.
- Conduct, supervise, and coordinate the activities of personnel engaged in technical/non-technical training, new employee orientation, and/or other related activities. Carried out through internal and external training sources.
- Develop Quality Leadership program, Diversity training, Making Quality Presentations course, Supervisor Certification program, and other educational classroom instruction for FMD employees.
- Assess, develop, review job descriptions/classifications.

- Assist in development and execution of reward and recognition programs.
- In conjunction with Director, Human Resources, recommend/perform various personnel actions including, but not limited to, hiring, performance, pay, appraisals, promotion, transfers, vacation schedules, worker's compensation, event planning, and grievance hearings.
- Identify personnel and materials needed to accomplish organizational objectives; provide input to the annual budgetary requirements for training and safety operations.
- Coordinate event planning/conferences as required; includes responsibility for arranging lodging, golf tournament, entertainment, and vendor show for up to 350 attendees.
- Develop/conduct orientation plan and training for all new FMD employees.
- Awarded for performance-2008 Department Unsung Hero of the Year and various leadership awards.

Town Council Member

2005-2009

Elected Member, Morrisville, NC Town Council

- Responsible for working with town council members, town staff, and community members to identify and prioritize the needs of the town.
- Collaborate in preparing the town's annual budget and oversight of the town's finances.
- Collaborate in developing and implementing policies and programs to improve the quality of life for all residents.
- Responsible for reviewing and approving municipal budgets.
- Responsible for monitoring financial expenditures and fiscal policies.
- Responsible for leading efforts to identify and develop a downtown area.
- Responsible for reviewing and approving development plans.
- Involved in developing strategic partnerships with neighboring municipalities and fostering regional cooperation on share issues.
- Spearheaded streamlining planning approval processes, reducing wait times for residents and businesses seeking permits or other town services.
- Member, North Carolina Capital Area Metropolitan Planning Organization (CAMPO), a regional transportation planning organization serving communities in Chatham, Franklin, Granville, Harnett, Johnston and Wake Counties.

Assistant Professor/Program Manager

1997-2000

Naval Reserve Officer's Training Corps (NROTC), Duke, North Carolina State, and the University of North Carolina at Chapel Hill

- Recruited, instructed, mentored, and annually evaluated performance of over 300 college students.
- Directly responsible for the graduation of over 100 Marine Corps officers, achieving 110% of stated goals.
- Developed curriculum and taught accredited college courses at three major universities.
- Developed/reinvigorated programs that had seen decline in performance over the previous years.
- Instituted semiannual field training exercises and a structured physical fitness-training program.
- Provided necessary administrative support and counseling on current/future opportunities and benefits.
- Dealt with local civic leaders while successfully seeking out sponsorship for midshipmen awards.
- Awarded for performance.

Program Manager (Commanding Officer)

Summer 1999

"G" Company, Officer Candidate's School (OCS), Quantico, Virginia

- Directed/responsible for the effective supervision, conduct, and evaluation of over 200 candidates in their arduous 2 month training program to become future Marine Corps officers.
- Achieved lowest attrition rates of over 20 like programs during the preceding three years.
- Received the highest evaluation and ranked number one among other Marines performing the same duties.

Human Resources Program Manager

1993-1997

Reserve Forces, Headquarters, U. S. Marine Corps, Washington, D.C.

- Developed, managed, and executed personnel staffing requirements for a complex 42,000 person organization located throughout the United States. Included recruiting, assignment(s), and retention.
- Developed budgets and cost controls for this National Defense organization.
- Analyzed and ascertained compliance of/with federal policy, regulations, benefits, and compensation requirements.
- Determined accessions, attrition, promotions, and assignments of personnel at 192 geographically separated sites. Statistical analysis and reporting required.
- With independent consulting/contracting firms, developed software and upgrades valued at over \$600,000 that automated the process of forecasting future personnel needs.
- Routinely prepared and presented oral and written organizational objectives at conferences and seminars with 50-200 senior level participants.
- During a Federal Reduction in Force (RIF) assessed multiple unit personnel requirements and helped determine optimum organizational structure(s).
- Briefed Congressional Committee, the Secretary of the Navy, and the Commandant of the Marine Corps (CEO level) on retention products, marketing strategies, budget requirements, and future organizational needs.
- Team leader of Work/Business Process Reengineering committees established to improve organizational structure/development, personnel management, administration, and recruiting/retention processes.
- Awarded for performance.

Program Manager, U. S. Marine Corps Classified Material Control Center

1988-1991

Headquarters, U. S. Marine Corps, Washington, D.C.

- Responsible for strict control and accountability of over 40,000 pieces of classified material and equipment.
- Directed a comprehensive review of these materials in order to provide an accurate accountability.
- With team, developed, implemented, and managed the first automated database for classified material accountability.
- Resulted in decreased need for personnel and a resulting cost savings of over \$100,000.
- Directed the Information Security program for a corporation size organization of over 2,000 employees.
- Awarded for performance.

ADDITIONAL INFORMATION AND EXPERIENCE

- Recipient, Golden Knight of the Year, Knights of Columbus Council 7186, 2011
- Recipient, 2010 Duke Workers' Compensation Advisory Committee "Safety Leadership and Performance Award"
- "Unsung Hero of the Year" Award, Duke University Facilities Management Department, 2008
- Responsible for and directed the human resource operations (daily administrative, pay, legal, and personnel functions) of a diverse 800-person organization located throughout the world.
- Designed and implemented training programs for five diverse organizations.
- Developed and wrote numerous policies and procedures manuals and stand operating procedures.
- Developed written and oral reports and correspondence for senior executives.
- Consistently recognized for meritorious service and inclusion in competitive programs.
- 40+ years of involvement in volunteering, youth sports, community programs, and church activities.

EDUCATION

- M.S. Management (Manpower, Personnel, Training, and Analysis), U. S. Naval Postgraduate School, Monterey, CA
- B.B.A. (Management), The University of Texas, Austin, TX
- Certified Trainer, American Society of Training and Development
- Manager of Environmental, Safety, and Health Programs (MESH) Certificate, NCSU
- Advanced Safety Certification, National Safety Council
- Certified Mediator, Duke University

AFFILIATIONS-COMMUNITY/PROFESSIONAL/OTHER

- Chairman, Veteran's Memorial Subcommittee, Town of Morrisville, NC
- Former Town Councilman (2005-09), Town of Morrisville, NC
- Former Member, American Legion Post 67, Cary, NC
- Past President/Current Member, Military Officers Association of America, Triangle Chapter, Raleigh, NC
- Life Member, Marine Corps League, Tar Heel Detachment 733, Cary, NC
- Past Grand Knight/Current Member, Knights of Columbus Council 7186, Apex, NC
- Member, Knights of Columbus Assembly 2446, Cary, NC
- Past Volunteer and Speaker for United Service Organization (USO), Raleigh-Durham Airport
- Past Vice-chair, Industrial Systems Technology Advisory Committee, Durham Technical Community College, Durham, NC,
- Volunteer, WUNC-FM, National Public Radio, Chapel Hill, NC
- Past Coordinator, NC Adopt-A-Highway Program, Apex, NC
- Past Volunteer, Duke Children's Miracle Network, Duke Hospital, Durham, NC
- Past Volunteer, NHL's Carolina Hurricanes, Raleigh, NC
- Former Member, Duke University's Office of Institutional Equity Advisory Committee
- Former Member, Duke University's Dispute Resolution Team
- Former Volunteer Instructor, Presidential Classroom Program, Washington, DC
- Past President, Scabbard and Blade National Honor Society, University of Texas

Application to Serve on Planning Board



Applicant Information

First Name *

Johnathan

Last Name *

Tucker

Email *

tucker.johnathan@gmail.com

Address *

Street Address

225 Golf Vista Trail

Address Line 2

City

Holly Springs

Postal / Zip Code

27540

State / Province / Region

North Carolina

Country

United States

How long have you lived in Holly Springs? *

4 years

Subdivision *

12 Oaks

Home Phone *

9196019034

Work Phone *

9195673141

Current Employer *

Associated Contract Services

Job Title/Occupation *

Vice President of Operations

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

Johnathan Tucker Resume 12-02-24.pdf

42.25KB

Have you served on this board in the past? *

☐ Yes

☒ No

List any education, work experience or qualifications you have relevant to the Planning Board. *

• I have been a licensed commercial general contractor engaged in commercial construction for over 10 years across the United States. I have experienced the good and bad of zoning and planning policy from a practical standpoint as both a contractor and a citizen. As someone who grew up in northwest Harnett County I have been privy to witness the astronomical growth in Holly Springs, particularly since 2000. Receiving a degree in political science from North Carolina State University afforded me the opportunity be involved in both local and state level governance that have helped me understand the necessity to provide fair and impartial review of municipal codes, zoning regulations, and use-plan agreeability on any request.

List any current or past volunteer activities in which you are/were involved. *

• I have been involved with many different activities including currently serving as the treasurer on the Lillington Area Chamber of Commerce Board of Directors, serving on the Theta Chi, Delta Rho Alumni Housing Corporation Board of Directors and serving on the Government Affairs Committee for the Association of Builders and Contractors Carolinas. I also participated in the first class of the Holly Springs Citizens Academy which provided a robust learning opportunity on all the services the Town of Holly Springs has to offer, including a robust session on how the planning board conducts its business.

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

• The role of the zoning and planning board is to fairly and impartially review each application or request based on the established criteria provided in Town codes, regulations, and use-plans. The planning board should carefully review each application, apply thoughtful consideration, listen and apply town staff feedback and recommendations, and ultimately to provide a solid citizen recommendation to the Town Council on how to consider each request.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes

☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☒ Yes

☐ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *

Johnathan Tucker

Date *

12/2/2024

Time *

6:21:43 PM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

Johnathan Tucker

225 Golf Vista Trl. Holly Springs, NC 27540 | 9196019034 | tucker.johnathan@gmail.com

Experience

VICE PRESIDENT OF OPERATIONS | ASSOCIATED CONTRACT SERVICES | 2014 - PRESENT

- Oversaw small business operations, and managed office personnel, including managing insurance, bonding and licensing in multiple jurisdictions, and business accounting with gross revenues reaching over \$10mil in a FY
- Managed multiple active projects at a time while bidding and pre-construction management of other projects of similar size and scope.
- Established and maintained project schedule, managed purchase orders and project logistics.
- Compiled and planned budget, cost estimates, and other financial estimates.
- Coordinated, planned, and managed schedules for contractors and subcontractors.
- Developed construction project with architect, engineers, and trade workers.
- Ordered and managed materials and equipment; provided internal reporting and projections for inventory.
- Oversaw and supervised construction project progress and provided reports on timeline, progress, and adjustments.
- Ensured all legal requirements, building and safety codes, safety inspections, city guidelines, and local and state regulations were met.
- Ensured that projects are completed on time and within budget.
- Project size ranged from \$250,000 to \$1.8 million

PROJECT SUPERINTENDENT | THE HATCH GROUP | JANUARY 2013 – FEBRUARY 2014

- Scheduled subcontractors, consultants, and vendors in critical path to ensure timely completion.
- Performed quality control duties and responsibilities regarding the work being performed. Communicated with project team regarding RFI's and material submittals.
- Ensured subcontractors were fully executing and complying with their contracted scope of work.
- Presided over weekly subcontractor meetings designed to coordinate the work.
- Ensured that the job site is always kept in a clean and organized manner.
- Performed job progress and punch list identification and completion.

PUBLIC AFFAIRS ASSOCIATE | MOORE & VAN ALLEN – RALEIGH, NC | MAY 2012 – NOVEMBER 2012

- Associate on public affairs team focused on government relations specifically following the NC House.
- Assisted in communicating day to day changes at state government level for multiple clients.
- Responsible for crafting and evaluating RFP's
- Regularly met with legislators and staff to provide feedback on pending matters and to represent our client's needs.
- Attended government meetings for clients and other stakeholders to create briefings on relevant issues and committee work.
- Worked on political fundraising and donation strategies for our clients to assist in making politically relevant contributions.

Education | Other

NORTH CAROLINA STATE UNIVERSITY

- Bachelor of Arts, Political Science

LICENSED GENERAL CONTRACTOR

- NASCLA Certified General Contractor
- Florida Certified General Contractor; Also licensed in other states across the southeast

ASSOCIATION OF BUILDERS AND CONTRACTORS CAROLINAS

- Government Affairs Council member

LILLINGTON AREA CHAMBER OF COMMERCE BOARD OF DIRECTORS (2023-2026)

- Treasurer

2024 HOLLY SPRINGS CITIZEN ACADEMY PARTICIPANT

Application to Serve on Planning Board



Applicant Information

First Name *

Thomas

Last Name *

Urquhart

Email *

thomasaurquhart@yahoo.com

Address *

Street Address

325 Sycamore Creek Drive

Address Line 2

City

Holly Springs

Postal / Zip Code

27540

State / Province / Region

NC

Country

United States

How long have you lived in Holly Springs? *

7 Years

Subdivision *

Holly Glen

Home Phone *

5302186190

Work Phone *

5302186190

Current Employer *

United States Government

Job Title/Occupation *

Management Analyst

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

Resume 23 November 2024.doc

74.5KB

Have you served on this board in the past? *

☒ Yes

☐ No

List any education, work experience or qualifications you have relevant to the Planning Board. *

- Holly Springs Planning Board Member (4 years), currently serving as Vice Chair
- Former Ex Officio Member of the Town of Holly Springs Tree Advisory Committee (2 years)
- Former Town of Holly Springs, Land Use Advisory Committee Member (1 year)
- Served on various other local boards and commissions (8 years)
- Retired Army Colonel (30 years leadership experience)
- Licensed Attorney at Law (District of Columbia)
- Juris Doctor, University of the Pacific
- Bachelor of Science, Finance, Cal-Poly, San Luis Obispo
- Regional Board Workshop, University of North Carolina, Chapel Hill

List any current or past volunteer activities in which you are/were involved. *

- Holly Springs Planning Board Member (4 years), currently serving as Vice Chair
- Former Ex Officio Member of the Town of Holly Springs Tree Advisory Committee (2 years)
- Former Town of Holly Springs, Land Use Advisory Committee Member (1 year)
- Sutter County Parks and Recreation Commission, Vice Chair/Member
- Natomas Basin Conservancy, Member
- American Bar Association, GP Solo Division, Vice Chair/Board Member
- Fellow American Bar Foundation
- Variety of volunteer pro-bono legal work with emphasis on assisting veterans/military members and their families

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

Reviews and makes recommendations to the Town Council on all proposals for rezoning, various development-related requests, and amendments and additions to the Town's zoning regulations and comprehensive plan. As a Planning Board Member, I hope to continue to make recommendations that contribute to well planned growth that enhances the quality of life for the citizens of Holly Springs.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes ☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☒ Yes ☐ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *

Thomas A. Urquhart

Date *

11/23/2024

Time *

4:24:48 PM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

Current Holly Springs Planning Board Member

THOMAS A. URQUHART
325 Sycamore Creek Drive
Holly Springs, NC 27540
(530) 218-6190
ThomasAUrquhart@yahoo.com

SUMMARY OF QUALIFICATIONS

More than 30 years of leadership/project management experience. Extensive experience in law, operations, administration, budget planning and execution, management analysis and all aspects of human resources management. Currently holds valid TOP SECRET/SCI clearance.

FULL TIME EXPERIENCE

2018-Present, United States Department of Defense, Pentagon, Washington, D.C.
Management Analyst, GS-14, 0343 (Full Time 40+ hours per week)

Evaluates a wide variety of an organization's administrative and special interest programs aimed at improving overall management practices. Monitors programs, projects and activities to ensure that they are executed in concert with administrative laws, policies, regulations, strategic plans and techniques in the organization. Defend adjustments to programs, projects and activities in response to changes in customer requirements or funding profiles. Develops milestones or alternate courses of action to ensure the programs are successfully executed. Analyzes problems and ability to arrive at solutions that improve the efficiency and effectiveness of resources and operations.

Provides technical oversight, coordination and integration of multiple functions relative to briefings, correspondence and liaison with internal and external organizations; develops short range and long range organizational plans based on immediate needs and anticipated changes in workload, missions, functions, and resources; directs the development and establishment of administrative and business plans, procedures and guidelines; integrates taskings and requirements into effective and efficient activities within the support elements and special staff.

Serves as an experienced management analyst performing the full range of analytical assignments involving complex issues and concerns of the executive leadership. Provides support to the decision making process of leadership teams by performing analysis and research for Department leadership concerning substantive issues related to DoD programs and internal office management responsibilities.

Serves as COOP Coordinator and Planner, Team Leader for the Boards, Commissions and Task Force Team, Department of Defense Inspector General Hotline and Investigator Coordinator, Contracting Officer Representative for several key contracts, Defense Travel System Approving Authority, and Government Purchases Card

Approving Authority. Serves as Acting Branch Chief in the absence of the Branch Chief.

2017-2018, Dyncorp International, Kabul, Afghanistan

Human Resources Advisor (Full Time 60+ hours per week)

Served as Human Resources advisor, mentor and resource to the Afghan National Army, training, advising and assisting on all aspects of human resources management.

2013-2017, Joint Chiefs of Staff, Pentagon, Washington, D.C.

Colonel/Lieutenant Colonel, Action Officer (Full Time 40+ hours per week)

Served as Battle Captain in the National Military Command Center. Managed the system that provided vital national security information to the White House, the Office of the Secretary of Defense and the Chairman of the Joint Chiefs of Staff. Coordinated high level personnel to facilitate participation in crisis response activities. Advised senior leaders on crisis and contingency situations both domestic and international. Provided guidance on foreign affairs and national level interagency processes.

Served as Operations Officer, Deputy Branch Chief in J-35 Global Force Management. Assisted the Secretary of Defense in allocating military resources in order to accomplish national military objectives.

2012-2013, HQ United States Army, Pentagon, Washington, D.C.

Lieutenant Colonel, Operations Branch Chief (Full Time 40+ hours per week)

Responsible for identifying and aligning the resources needed to effectively manage and resolve the full range of business and operational needs and issues of the Division. Developed and implemented policies and procedures to ensure that Division business and operations practices effectively and efficiently supported the G-38 Division goals, policies and practices. Represented, and spoke for, the Division Director in decision-making and issue resolution in assigned areas of responsibility. Ensured synchronized and efficient operation of the division by coordinating and executing all internal and external requirements within the G-38 Division. Executed staff actions as required. Provided strategic planning and analysis of JOINT, Army or G-38 initiatives. Provide leadership and overall direction to the Division in the following areas: operations, human resources management, proposals development, contract management, financial planning, budgeting and monitoring for Army programs and Division operations, and decentralized administrative support services including travel, procurement, property management, desktop computer support and training. Particular emphasis on the administration, delivery, maintenance, advising, and adapting of advanced concepts, principles, and theories of all aspects of Human Resources.

2011-2012, HQ United States Army, Pentagon, Washington, D.C.

Lieutenant Colonel, Program Manager (Full Time 40+ hours per week)

Lead a team that conducted detailed analysis to holistically assess requirements, find efficiencies and redundancies, and assisted the most senior Army Leaders in making decisions to validate, modify, or terminate programs.

2010-2011, United States Army, European Command, Stuttgart, Germany
Major, Human Resources Manager (Full Time 40+ hours per week)

Directed a team of professional and administrative staff that interpreted and applied human resources principles, concepts, regulations and practices to include classification, recruiting, staffing, billeting, benefits, career development, performance management, retirement, adverse actions, honor and service awards. As assistant Quality of Life Manager for EUCOM and in conjunction with senior executives, developed, planned, coordinated, implemented a full array of human resources programs with special emphasis on Quality of Life Programs and MWR programs for over 100,000 active duty and Reserve Service Members in the European Command Area. Provided technical assistance on (labor and management employee relations) policy and courses of action; worked with labor unions in resolving disputes; resolved complex LMER issues; represented management at conferences/seminars/meetings; appraised the policies/procedures relating to the labor and management employee relations program; provided overall advice and guidance on labor and management employee relations issues and communicated both orally and in writing to inform and persuade leadership. Led and mentored a team providing management advisory services that had human resources projects that were often sensitive and difficult to resolve.

Managed Table of Distribution and Allowances (TDA) as well as manpower and force management programs. Determined manpower allocations, developed and executed force management policies, plans, programs, procedures and standards. Provided direction and coordination of manpower and force management programs. Provided guidance to subordinates in terms of performance standards, problems concerning discipline, training needs, job descriptions and position structures of the organization. Led Command/Agency TDA Command Plan, Total Army Analysis, and HQDA Program Objective Memorandum Schedule 8 processes.

2009-2010, United States Army, Center for Army Lessons Learned, Tikrit, Iraq
Major, Theater Observation Detachment Officer (Full Time 40+ hours per week)

Deployed to theater as an embedded member of a joint staff focusing on continuous process improvement across the Army organization. Responsible for collecting observations, lessons, best practices, training, techniques and procedures with emphasis on continuous process improvement. Responsible for dissemination of these lessons and best practices throughout the military community by way of published material by the Center for Army Lessons Learned. Work extensively with other Government and Non-Government agencies. Served as a recognized Continuous Process Improvement (CPI) expert, responsible for supporting business improvement projects to deliver executable capabilities to help DoD organizations increase their problem solving effectiveness, efficiency and speed. Made recommendations for process improvements, improving quality, reducing costs, and establishing appropriate process metrics and process controls. Provided results of studies, analyses, and evaluations to counterpart agencies to share experiences and resolve controversial matters, and thereby improve overall defense level planning in areas of assignment.

2001-2009 State of California Military Department, Sacramento, CA
Major, Recruiting Officer/ Human Resources Officer, Operations Officer, Budget Officer / (Full Time 40+ hours per week)

As a Human Resources Manager, directed a team of professional and administrative staff that interpreted and applied human resources principles, concepts, regulations and practices to include classification, recruiting, staffing, benefits, career development, performance management, promotion, retirement, adverse actions, honor and service awards and records management. Provided my organization with a full array of Human Resources technical assistance on (labor and management employee relations) policy and courses of action; working with labor unions in resolving disputes; resolved complex LMER issues. Conducted numerous human resources investigations (misconduct, EEO and sexual harassment), represented management at conferences/seminars/meetings; appraised the policies/procedures relating to the labor and management employee relations program; provided overall advice and guidance on labor and management employee relations issues and communicated both orally and in writing to inform and persuade leadership. Led and mentored a team providing management advisory services that had human resources projects that were often sensitive and difficult to resolve.

As a Recruiting Officer successfully led a team responsible for all executive/professional, senior management recruitment for our organization. Responsible for developing recruitment strategy, job posting optimization, digital and non-digital employment marketing, workforce planning and forecasting, classification review, talent planning, vacancy management, and application of comprehensive human resource management knowledge and principles. Built successful partnerships and working relationships with centers of influence, community leaders, leaders in education, government and the private sector which significantly contributed to success in our executive/professional recruiting program.

As Officer in Charge/Operations Officer, served as senior full time staff member and senior instructor of an academic institution. Responsible for all day to day operations including all personnel actions and coordination of staff for an institution with 40 full time staff members and 1500 students per year. Successfully supervised all aspects of human resources management for a staff of over 100 personnel, to include hiring, promotions, developmental counseling, training, disciplinary actions, pay and retirement actions. Responsible for all aspects of physical security and compliance with Army and DOD regulations.

As Budget Officer, responsible for planning, execution and monitoring of our unit's \$30 million budget. Ccoordinated and monitored contracts to support the organization program goals/objectives. Conducted detailed budget analysis, made recommendations and presentations to senior executives, coordinated for the procurement of all goods and services for my organization. Certificate in Acquisitions from Defense Acquisition University.

1997-2001, State of California, Sacramento, CA

Internal Management Consultant (Full Time 40+ hours per week)

As a member of the Management Analysis and Evaluations Branch, conducted detailed analysis and studies of strategic issues facing the Department. At the conclusion of these studies, created detailed reports as to our findings and presented these findings and recommendations to senior executives for action. Successfully recommended and implemented programs that ultimately increased the efficiency of the agency.

Responsible for grant writing for Department. Successfully obtained millions of dollars in grants that had previously gone unclaimed. While assigned to the California Board of Prison Terms conducted research and investigations in order to prepare prisoner death penalty cases for parole hearings.

1995-1997, Yuba County District Attorney's Office, Marysville, CA

Investigator (Full Time 40+ hours per week)

Enforced family and child support laws and court orders. Plan and conduct detailed investigations to locate absent parents verify income, employment and assets.

Maintained extensive caseload. Prepare clear, concise, accurate, unbiased reports of investigations. Built and maintained positive working relationship with other law enforcement agencies, courts and the public. Prepared attorneys for court cases and administrative hearings.

PART TIME/VOLUNTEER EXPERIENCE

2020-present, Town of Holly Springs, Planning Board, Holly Springs, NC

Vice Chair, (Part Time 5-10 hours per week)

Reviews and makes recommendations to the Town Council on all proposals for rezoning, various development-related requests, and amendments and additions to the Town's zoning regulations and comprehensive plan. Also served as Ex-Officio Member of the Tree Advisory Committee and the Land Use Advisory Committee.

2013-present, American Bar Association, Chicago, IL

Vice Chair/Council Member, (Part Time 5-10 hours per week)

Serves as Vice Chair for the ABA Solo, Small Firm and General Practice Division (GPSolo) representing approximately 30,000 attorneys across the nation and around the world from the solo, small firm, government and military practice areas. Appointed by the President of the American Bar Association to serve on the Standing Committee on Legal Assistance for Military Personnel which promoted legislation to assist military members and their families. Recognized by my peers for outstanding contributions to the field of Law with nomination and acceptance as a Fellow, with the American Bar Foundation. Former host of the ABA's "Hot Off the Press" pod cast which was formerly the most listened to pod cast produced by the ABA. Also serves as a Continuing Legal Education faculty member for the ABA.

2009-2013, Natomas Basin Conservancy, Sacramento, CA

Corporate Secretary, Member Board of Directors (Part Time 5-10 hours per week)

Served on the Board of Directors of a \$100 million dollar, non-profit public benefit corporation that administered the Habitat Conservation Plan for the Natomas Basin area. Served on the Finance and Compensation Committees, responsible for selection and supervision of all corporate finances and determined the compensation and benefit packages of all Conservancy employees. Developed cooperative working relationships with representatives of all levels of government, and the public, analyzed complex problems and recommended effective courses of action; effectively contributed to the Conservancy's objectives.

2005-2008, National Guard Association of California, Sacramento, CA

Vice President/Legislative Chair (Part Time Volunteer 10-15 hours per week)

Monitored, analyzed and reported on all Federal and State legislative issues pertaining to the Army and the Army National Guard. Advised senior leaders on potential impacts. Responsible for major lobbying efforts in Congress and the California Legislature including the successful passage of several bills from concept to signature by the President and Governor. Built strong working relationships with members of Congress, state legislators, other government officials and their staffs. Gained extensive knowledge of the organization and procedures of the Federal and California State Government including the organization and practices of the Legislative and the Executive Branches. Testified before legislative committees and prepared senior leaders for testimony before those committees. Responded to numerous legislative inquiries.

1986-1988, Sutter County Parks and Recreation Commission, Yuba City, CA

Commission Member (Part Time Volunteer 5-10 hours per week)

Advised the Board of Supervisors on all aspects of county park and recreation policy. Served as Vice Chair of Commission.

EDUCATION

J.D., Concentration in Intellectual Property, 2001

University of the Pacific, Mc George School of Law, Sacramento, CA

Certificate, Common Core Course and Advanced Operations Course, 2006

United States Army, Command and General Staff College, Leavenworth, KS

B.S., Business Administration, Concentration in Finance, 1991

California Polytechnic State University, San Luis Obispo, CA

A.S., Accounting, 1986

Yuba Community College, Marysville, CA

Certificate, California POST Basic Law Enforcement Academy

Butte College, Oroville, CA, 1994

TRAINING

Regional Board Workshop, University of North Carolina, Chapel Hill
United States Army Armor Officer Basic Course
Certified Human Resources Manager
California POST Basic Law Enforcement and Investigator Academy
United States Army Budget Officers Course
Certified Resource Management Officer
Contracting Officer Representative Course
United States Army Fiscal Law Course
United States Army Recruiting and Retention Managers Course
United States Army Recruiting and Retention Officer Course
United States Army Force Management Officer Course
United States Army Armor Officer Advanced Course
United States Army Inspector General Basic Course
PC 832-Long Beach Police Academy
Military Support to Civil Authorities
EEO/EO Officer Course

PROFESSIONAL LICENSES

Member in good standing of the District of Columbia Bar
Member in good standing, United States Supreme Court Bar

Application to Serve on Planning Board



Applicant Information

First Name *

Thomas

Last Name *

Waltersdorf

Email *

tcwaltersdorf@gmail.com

Address *

Street Address

505 Horncliffe Way

Address Line 2

City

Holly Springs

Postal / Zip Code

27540

State / Province / Region

NC

Country

United States

How long have you lived in Holly Springs? *

5.75 years

Subdivision *

Logan's Manor

Home Phone *

9198125610

Work Phone *

9197734444

Current Employer *

Town of Garner

Job Title/Occupation *

Planner

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

WaltersdorfResume120224.docx

13.95KB

Have you served on this board in the past? *

☐ Yes

☒ No

List any education, work experience or qualifications you have relevant to the Planning Board. *

I am currently employed by the Town of Garner in their Planning Department as a Planner. I work primarily with rezoning cases on our Planning Services team, and help guide applicants through the rezoning process. I give feedback to the applicants, prepare staff reports, and present cases regularly to the Garner Town Council and Garner Planning Commission. In my current position I also serve as the presiding secretary over our Planning Commission. From that perspective, I am uniquely qualified to serve on the Holly Springs Planning Board. I understand how North Carolina General Statutes regulate the role of Town Council and Planning Boards in the development process. I also recognize that the Planning Board is advisory in nature and makes recommendations to Town Council based on consistency with adopted Town plans. My educational background includes a bachelors degree in urban planning from Arizona State University. I have also begun taking credits towards a masters degree in planning at East Carolina University.

In Garner, we like to have Planning Commission members who have some professional knowledge and experience in planning and development such as architects, landscape architects, and contractors. I believe that my professional experience would be an asset to the Holly Springs Planning Board while not causing any conflicts of interest.

List any current or past volunteer activities in which you are/were involved. *

I do not have any direct volunteering involvement in town.

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

The Holly Springs Planning Board is an advisory board and makes recommendations to the Town Council regarding rezoning development proposals. I see firsthand how that works in Garner, as a Planning Staff employee. If I am fortunate enough to be selected for the Holly Springs Planning Board, I would approach the position with all necessary professionalism. As a Planning Board member, I would carefully consider each proposal. I would be sure to ask the applicant and staff questions to better understand the proposal and evaluate the proposal based upon its consistency with the Comprehensive Plan, as well as any parks, recreation, and greenways master plans and transportation plans. I understand that the Board's role is to analyze the proposals, and our recommendations help Town Council make their final decision. I have not attended any Planning Board meetings in town, but I have attended a few Town Council meetings in the past. I hope that I can use my experience in planning to help guide development that is consistent with the character of Holly Springs.

To note: I have already cleared this by my Planning Director, Jeff Triezenberg, prior to applying. He may be contacted if you have further questions. The schedule of the Holly Springs Planning Board does not seem to conflict with any necessary meetings I would have in the Town of Garner.

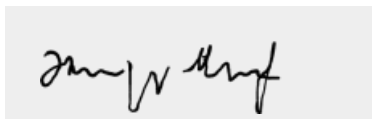
Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes ☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☐ Yes ☒ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *



Date *

12/2/2024

Time *

10:00:00 AM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

Social Media

--	--

Thomas Waltersdorf

505 Horncliffe Way
Holly Springs, NC 27540-6884
(919) 812-5610
tcwaltersdorf@gmail.com

Summary: I currently serve as a Planner in the Town of Garner. I am new to the field, but have relished taking on responsibilities and opportunities in my new career. I have used my experience as a Planning Technician as a base of knowledge as I aim to move up the Planning career ladder. I am looking for additional ways to expand my career through training and educational opportunities. In my current role, I help guide applicants through the rezoning process while providing technical support to staff. I also serve as the presiding secretary of the Planning Commission. I have begun graduate-level studies in order to improve my educational knowledge in planning.

Areas of Expertise and Skills: I am a fast learner who thrives under variable work conditions and schedules. I enjoy working collaboratively and independently under the direction of a supervisor. I am comfortable networking and with public speaking. I value building lasting relationships between communities and residents, while also building a long-term relationship with my employer. My previous work experience in service-related industries should serve me well in a career in urban planning, as planners are public servants tasked with creating and managing sustainable communities for residents.

Planning Interests: I believe planners have an important role to play in creating sustainable and equitable communities where opportunities are available to all. I have a particular interest in small-town urbanism, mixed-use spaces, and transit-oriented development.

Employment:**Town of Garner**

Planner I- *Planning Services Team*: August 2024-*present*
Garner, North Carolina

Town of Garner

Planning Technician: August 2023- August 2024
Garner, North Carolina

American Airlines

Flight Attendant: April 2013- August 2023
Charlotte, North Carolina

American Airlines

Home-based Reservations Representative: August 2012- March 2013
Cary, North Carolina

PF Chang's China Bistro

Server/Trainer: October 2007- November 2012

Raleigh, North Carolina

Education:

East Carolina University, 2023- *present*

(Studies in progress towards) Master of Science: Planning & Development

Arizona State University, 2022

Bachelor of Science in Planning: Urban Planning

Wake Technical Community College, 2018

Associate of Arts: College/University Transfer

Application to Serve on Planning Board



Applicant Information

First Name *

JB

Last Name *

Wright

Email *

jbwrightjr@icloud.com

Address *

Street Address

113 Grey Heron Lane

Address Line 2

City

Holly Springs

Postal / Zip Code

27540

State / Province / Region

NC

Country

United States

How long have you lived in Holly Springs? *

9 years

Subdivision *

Addison Pind

Home Phone *

9196508441

Work Phone *

9196508441

Current Employer *

Retired

Job Title/Occupation *

Vice President of Operations/Retired

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

J.B. Wright Jr Resume VP Operations (2).docx

28.93KB

Have you served on this board in the past? *

☐ Yes

☒ No

List any education, work experience or qualifications you have relevant to the Planning Board. *

Have worked on multiple development plans for Holly Springs properties. Worked with town staff, builders and developers on rezoning and site plans

List any current or past volunteer activities in which you are/were involved. *

VP for HOA

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

To help guide responsible development for a rapidly growing town. Recently retired and would like to get involved more with Holly Springs and give my time to help guide the town as it continues to grow. My family has been a part of this town since its inception. I have spent my whole life visiting and living here, I first moved here full time in 1994 until my job moved me out in 1997. I sold my farm on Cass Holt to the town for park land.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes

☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☐ Yes

☒ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *

JB Wright Jr

Date *

11/26/2024

Time *

8:28:45 AM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

James B. Wright, Jr.

Vice President Operations

Raleigh NC / jbwrightjr@icloud.com / [linkedin.com/in/james-b-wright-jr-17a02ab](https://www.linkedin.com/in/james-b-wright-jr-17a02ab)

Profile

My core competencies include P&L operations and management, performance management, coaching and mentoring, finance and accounting, cross-functional leadership, risk management, organizational development, change management, budgeting and forecasting, new business development and contract negotiation. I also have experience in real estate, site selection, and facilities management. I am passionate about driving innovation, efficiency, and customer satisfaction in a dynamic and competitive market. My goal is to leverage my expertise and skills to support the vision and mission of my company, and to create value for our stakeholders, employees, and customers.

Professional Experience

Vice President of Operations at Advance Auto Parts/Retired (September 2022/August 2024)

- Oversee the performance and growth of 192 retail stores, multiple distribution centers (HUBs), with 14 direct reports and 2700 employees across North and South Carolina, with a focus on retail and commercial sales, customer service, and operational excellence. I have over 30 years of experience in the automotive retail industry, where I have developed and mentored leaders, built winning teams, and delivered consistent results.
- **P&L Operations and Management:** Experience with a \$400 million P&L, top to bottom, from revenue to operating income, across North and South Carolina. I took over this market while it was underperforming and missing sales budgets by a large margin, quickly turning it around and driving revenue and operating margin.
- **Revenue Generation:** Proven sales leader with a record of continued revenue and profit growth while controlling expenses and providing a strong operating income, outpacing the organization and most of my peers.
- **Leadership and Team Building Skills:** 14 direct reports and over 2600 employees. Develop and mentor leaders that contribute to the organization. Ensure the leadership pipeline is strong and provide the correct candidates the opportunity to grow and develop so they contribute back to the organization.
- **Real Estate & Facilities Management:** Oversee all areas of stores from maintenance to repairs, investment, and capital expense. Experienced in opening new markets, site-selection and new store openings.
- **Cross Functional:** Collaborate with Supply Chain, Merchants, Finance, Accounting, Human Resources, Asset Protection as well as other departments to drive revenue and profits.

Commercial Sales Manager at Advance Auto Parts (November 2021/September 2022)

- **Revenue Growth:** Drive profitable revenue growth through a team of 14 Commercial Account Managers across North Carolina and Central Virginia.
- **Leadership and Team Building Skills:** Commercial Account Managers are responsible for developing and maintaining customer relationships that drive revenue and profit growth.
- **Cross Functional:** Collaborate with the operations, marketing, and pricing teams to build and maintain profitable customer relationships.

District Manager at Advance Auto Parts (August 1997/November 2021)

- **P&L Operations and Management:** During my tenure as a District Manager, I led districts with up to 20 retail stores. Leadership and team building skills, mentoring, and coaching. Customer service. Site selection. Facilities management. Organizational development. Budget and forecasting. Category management.
- My first district assignment was to relocate to and develop a new market in eastern Pennsylvania, opening 14 new stores in 1 year and a total of 16 stores.

James B. Wright, Jr.

Vice President Operations

Raleigh NC / jbwrightjr@icloud.com / [linkedin.com/in/james-b-wright-jr-17a02ab](https://www.linkedin.com/in/james-b-wright-jr-17a02ab)

Professional Experience Continued

- Successfully worked through the integration of our Western Auto purchase, adding their stores to our markets.
- After successfully opening the new market in Pennsylvania I was tasked with relocating to Greensboro, High Point, Winston Salem area of North Carolina and turn around a district that had been underperforming for years. A lot of work went into GM selection, mentoring and coaching, my first full year here led to double digit revenue growth and my first District Manager of the Year award.
- After turning around the Piedmont Triad area I relocated to Raleigh to lead what would become our home office market.
- Known for turning around markets I was constantly challenged with and given new stores and territories that were struggling.
- The unexpected loss of my father led to me being the sole caregiver for my mother for 12 years, focusing on raising 2 daughters and caring for my mother while enjoying continued success in my role.

Owner at Wright LLC (2000/2012)

- **P&L Operations & Management:** A commercial real estate and land development company, we purchased and sold raw land, developed land for retail and commercial customers. Constructed, leased, and managed a 16,000 retail/office space building.
- **Contract/Negotiation:** Experience with negotiating large real estate deals, contract review and closing real estate sales of more than \$6 million.
- **Banking & Finance:** Managed banking relationships to secure construction loans and line of credit.

General Manager at Advance Auto Parts (June 1994/August 1997)

- P&L operations and management for a single retail store. Led a team of 20 employees to generate revenue and customer excellence.
- Developed and promoted 2 General Managers to area stores before being promoted to District Manager
- Managed a large inventory to ensure we had what our customers needed.
- Drove 20% year over year sales comparisons.
- GM of the Year

Outside Sales Manager at Middle Atlantic Warehouse Distributing Inc (1992/1994)

- **Revenue Growth:** Responsible for profitable revenue growth for 3 automotive parts stores in the Pittsburgh PA market. Assess customer needs during sales calls and implement/execute plans with the store teams to drive profitable sales.

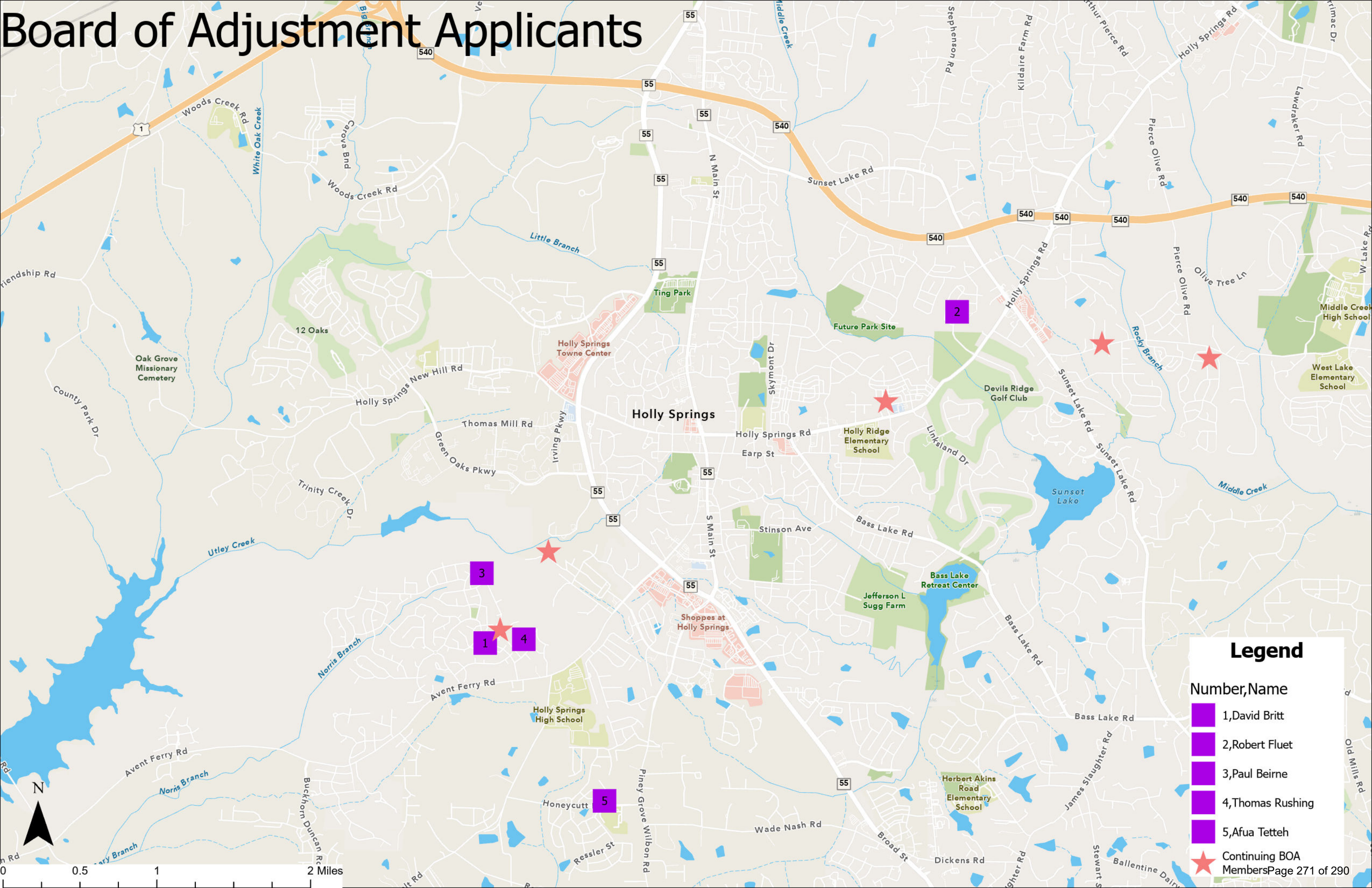
General Manager at Brown's Auto Parts & Service (1987/1992)

- Owning the P&L for a private company at such a young age was beyond exciting and drove my desire to lead and be accountable for results. In charge of revenue generation, profits, 20 employees, retail sales operations, parts inventory, automotive service repairs, fuel operations, radiator repair and towing.
- I held this position full time while attending Robert Morris University. I was able to apply my learnings at the university directly to my role as general manager.
- This position kicked off my career in the automotive aftermarket, encouraged that I could impact and drive results, so I began looking for bigger opportunities.

Education

Bachelor of Science in Business Administration in Management, Robert Morris University, Pittsburgh, PA

Board of Adjustment Applicants



Legend

Number, Name

- 1, David Britt
- 2, Robert Fluet
- 3, Paul Beirne
- 4, Thomas Rushing
- 5, Afua Tetteh

Continuing BOA Members

Application to Serve on Board of Adjustment



Applicant Information

First Name *

David

Last Name *

Britt

Email *

dnbritt1024@gmail.com

Address *

Street Address

104 Hickory Glen Lane

Address Line 2

City

Holly Springs

Postal / Zip Code

27540

State / Province / Region

North Carolina

Country

United States of America

Subdivision *

If you do not reside within a subdivision, please enter N/A.

Holly Glen

How long have you lived in Holly Springs? *

8 years

Home Phone *

9192236976

Work Phone *

9195276484

Current Employer *

North Carolina Office of Rural Health (State of North Carolina)

Job Title/Occupation *

Data Analyst

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

Resume_DB.pdf

97.74KB

Have you served on this board in the past? *

☐ Yes

☒ No

List any education, work experience or qualifications you have relevant to the Board of Adjustment. *

I am a graduate of North Carolina State University's Master of Public Administration program, where I completed courses in Local Government Law, Economic Development, and Public Policy Analysis. Previously, I worked as a grants manager for the North Carolina Rural Economic Development Center (NC Rural Center), managing building reuse grant projects across the state and conducting studies on water and sewer infrastructure. Currently, I serve as a data analyst for the Office of Rural Health, a division within the Department of Health and Human Services. In this role, I analyze complex data and provide actionable insights to inform decision-making, skills that would be highly beneficial in evaluating zoning variances, appeals, and other matters brought before the Board of Adjustment.

List any current or past volunteer activities in which you are/were involved. *

Deacon at First Presbyterian Church of Raleigh January 2022 - Present (term ends January 2025)
Student Tutor for the Semillas de Amor program at White Plain Methodist Church in Cary 2016 - 2021

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

I see the responsibilities of the Board of Adjustment as being important to ensuring fair application of Holly Springs' zoning regulations. This includes conducting public hearings, thoroughly reviewing requests for variances, and making well-informed decisions on appeals related to zoning and environmental determinations. The board plays an important role in balancing the interests of property owners with the broader needs of the community while maintaining adherence to the Town's development standards. If appointed, I hope to serve my community by contributing to thoughtful, impartial decision-making that supports growth and preserves the character of Holly Springs. I aim to use my background in data analysis and public administration to ensure that decisions are well-informed, transparent, and in the best interest of all stakeholders.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes ☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☐ Yes ☒ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *

David Britt

Date *

11/16/2024

Time *

11:08:05 AM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

Holly Springs Newsletter

DAVID BRITT

DATA ANALYST

CONTACT



919-223-6976



dnbritt1024@gmail.com



104 Hickory Glen Lane
Holly Springs NC 27540

SKILLS

Data Visualizations

Statistical Analysis

Program Evaluation

Database Management

EDUCATION

**Master of Public
Administration**

**North Carolina
State University**
2011

Bachelor of Science

Campbell University
2009

SOFTWARE

Tableau IMPLAN SAS

Excel Qualtrics ArcGIS

RedCap Power BI Access

PROFILE

Data Analyst with 6+ years of experience in data-driven decision-making, visualization, and program evaluation. Skilled in data collection, analysis, and reporting, with a strong ability to communicate complex information effectively in both oral and written form to technical and non-technical audiences. A dedicated researcher passionate about uncovering the story behind data, committed to an unbiased, objective analysis.

WORK EXPERIENCE

Data Analyst

North Carolina Office of Rural Health

2018 - Present

- **Performance and Evaluation:** Develop and implement performance measures, using data analysis to assess ROI, improve service quality, and achieve cost savings.
- **Data Collection and Analysis:** Support ORH programs with building evaluation and collecting tools.
- **Data Visualizations:** Build data visualizations for ORH programs and build data resources for stakeholders and partners utilizing Tableau dashboards.
- **Continuous Quality Improvement (CQI):** Actively engage in CQI processes to enhance program practices.
- **Customer Service and Compliance:** Deliver high-quality service to partners, adhering to state and federal policies.
- **Partnerships and Collaboration:** Establish partnerships with local, state, and national organizations, enhancing services and leveraging resources.

Community Development Specialist

North Carolina Office of Rural Health

2013-2018

- **Grant Administration:** Administered state grants for Community Health and Medication Assistance programs.
- **Budgeting and Performance:** Developed budgets and performance measures for grantees and processed monthly payments.
- **Technical Assistance:** Provided support to grantees on operational and grant financing issues.
- **Financial Review:** Reviewed grantee financial records to verify grant funds were spent per contractual and state policies.
- **Data Analysis and Reporting:** Analyzed program data and created quarterly/annual reports using Excel, SAS, and Tableau.

DAVID BRITT

DATA ANALYST

WORK EXPERIENCE

CONTACT



919-223-6976



dnbritt1024@gmail.com



104 Hickory Glen Lane
Holly Springs NC 27540

CERTIFICATIONS

- Certified Associate in Project Management (CAPM), 2023
- Google Project Management: Specialization, 2022
- Google Data Analytics Specialization, 2022
- AWS Fundamental Specialization, 2022
- Tableau Desktop Specialist, 2019

Grants Manager

North Carolina Rural Economic Development Center 2011-2013

- **Grant Management:** Administered 97 grants totaling \$20.1M for Building Reuse and Restoration Program.
- **Collaboration:** Coordinated with local and state officials to secure funding resources for economic development projects.
- **Database Management Reporting:** Developed and maintained a grant database on water and sewer infrastructure projects.
- **Program Evaluation:** Evaluated the water and sewer infrastructure program and the programs impact on county's property tax revenue over time.

Project Assistant

PPD Inc.

2010-2011

- **Regulatory Compliance:** Ensured regulatory compliance through document review and collaboration with clinical study teams.
- **Clinic Communication:** Communicated clinical research updates with clinics and health partners to meet contractual obligations of pharmaceutical studies.

Study Coordinator

IMR, Inc. / Duke University Medical Center

2009-2010

- **Patient Recruitment:** Recruited patients for clinical trials focused on Post Traumatic Stress Disorder and other mental health disorders.
- **Data Collection:** Collected data for clinical trials from patients varying from biological samples to psychological assessment data.
- **Protocol Development:** Created protocols for study procedures and prepared data reports for federal grant requirements.

Application to Serve on Board of Adjustment



Applicant Information

First Name *

Robert

Last Name *

Fluet

Email *

robertcfluet@eaton.com

Address *

Street Address

4805 Sunset Fairways Dr

Address Line 2

Apex Nc 27539-5324

City

Apex

Postal / Zip Code

27539

State / Province / Region

NC

Country

United States

Subdivision *

If you do not reside within a subdivision, please enter N/A.

Woodcreek

How long have you lived in Holly Springs? *

5

Home Phone *

9194440991

Work Phone *

9192681661

Current Employer *

Eaton

Job Title/Occupation *

Director of Electrical Sector Engineering Enablement

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

Resume 2.26.24 - Google Docs.pdf

82.68KB

Have you served on this board in the past? *

☐ Yes

☒ No

List any education, work experience or qualifications you have relevant to the Board of Adjustment. *

I've worked extensively in the Engineering and Architecture fields.

List any current or past volunteer activities in which you are/were involved. *

Head Coach- Flight 919 Track and Field Club. Woodcreek HOA ARC Chair,

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

The Board of Adjustments is the quasi judicial committee, ensuring that due process is considered in any zoning decisions or appeals. The group is to ensure that the community has a voice and that parties are understood and heard before a decision is made to support Town growth and planning.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes

☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☒ Yes

☐ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *



Date *

10/21/2024

Time *

12:18:37 PM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

Email from Town Clerk.

Robert Fluet

Go To Market Sales Enablement and Training Program Director

919.444.0991

4805 Sunset Fairways Drive, Apex, NC 27539

robbfluet@gmail.com

SKILLS

Go To Market Thought Leader, Enablement Guru, Teacher and Coach of all things Revenue. Onboarding Specialist. Customer and Employee Journey Mapping Facilitator. Empathy Mapping Guide. Everboarding Evangelist.

EXPERIENCE

Eaton- Senior Program Manager, Sales Enablement

July 2023- Present

Robb has re-imagined the onboarding experience for all new and transfer employees in the North American Sales and Marketing Communications Organization at Eaton. Building a PowerStart program, allowing sales and sales adjacent employees a beginning to end training program, including Sales Leadership, Sales Tools, Sales Product Training, and Sales growth.

Unanet - Director of Sales Enablement, Go To Market

October 2021 - July 2023

Robb has created and shepherded a Sales Enablement, Onboarding and Sales Training Department at Unanet. The Enablement department's main goal is to increase sales velocity, increase ARR, and ensure a strong onboarding and everboarding train curriculum for all sales employees.

Basing every aspect of the job on Gap Analyses, Sales Core Competencies and the "See One, Do One, Teach One" teaching methodologies.

Certified in Sandler, Challenger Sale. Believer in Spin Selling and Meddpic.

Successes from Enablement and Learning Program Implementation at Unanet

- Completed Gap Analysis identifying most pressing needs for content, training, and education to increase sales velocity for a 75 person sales organization.
 - Used this data to create a 2 year plan.
- Designed and implemented a scalable and repeatable onboarding program through the internal LMS, LearnUpon.
 - Ramp time for Account Executives has been reduced by 66% (3 months from 9 months)
 - Ramp time for BDRs has reduced by 80%

- Through Successful Everboarding Plans including badging, and gamification
 - Increased Quota attainment from 82% to 91%
- Selected and Implemented Consensus Software Program
 - Reduced number of demonstrations for Closed Won deals by 70%
- Creating simple and easy to follow playbooks, that aligned with Product Marketing information and built into SalesLoft
 - Decreased days from Discovery Call to Closed by 15%
- Increased Enablement Team size by 400%
 - Initially a 1 Person department, team has been increased to 4.

Client Savvy, Raleigh NC - Director of Sales and Enablement

January 2016 - September 2021

Client Savvy is a SaaS and Services company selling an Electronic Feedback Tool. The TAM is Architecture, Engineering, Construction, Legal and Fintech firms.

- Built a Successful Sales Team and scaled from 2 sales members to 18
- Doubled Sales Year over Year, from \$1.5M to \$24M
- Managed and Coached a Sales Team and implemented specific sales methodologies.
- Served as the Primary Sales Executive in addition to other responsibilities.
- Delivered and Executed Client Experience Journey Maps, Employee Experience Journey Maps and Empathy Mapping Programs for Business Development.

Netsertive, Morrisville NC- Senior Account Executive

June 2015 - December 2015

- Worked with then pre series A funded company that sold strategic search marketing technology
- 133% Quota Attainment

Citrix, Raleigh NC- Senior Account Executive

May 2012-May 2015

- Worked from a BDR to the Top Selling Sales Rep for ShareFile business unit.
- 157% Quota Attainment

Educator and Coach, Public Schools-

June 2004 - May 2012

- Successful Teacher and Coach

Education-

University of Massachusetts

Amherst, Massachusetts

Bachelors of Arts

Application to Serve on Board of Adjustment



Applicant Information

First Name *

Paul

Last Name *

Beirne

Email *

pb@bizspire.com

Address *

Street Address

417 Covenant Rock Ln

Address Line 2

City

Holly Springs

Postal / Zip Code

27540

State / Province / Region

NC

Country

United States

Subdivision *

If you do not reside within a subdivision, please enter N/A.

Holly Glen

How long have you lived in Holly Springs? *

1.5 years

Home Phone *

3052984027

Work Phone *

9848492065

Current Employer *

Bizspire LLC

Job Title/Occupation *

CEO

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

Have you served on this board in the past? *

☐ Yes

☒ No

List any education, work experience or qualifications you have relevant to the Board of Adjustment. *

I bring a diverse range of skills and experiences that align with the responsibilities of the Board of Adjustment:

Professional Experience in Business Operations: As the founder and CEO of Bizspire, I have extensive experience navigating complex regulations, problem-solving, and balancing the needs of individuals with overarching goals. This mirrors the board's role in balancing zoning rules with community and individual needs.

Analytical and Decision-Making Skills: Over two decades of experience in helping businesses implement technology and operational solutions has honed my ability to evaluate complex situations, interpret regulations, and make thoughtful, data-driven decisions.

Community Engagement: I actively participate in local business and networking groups, which has given me a deep understanding of the unique challenges and opportunities facing residents and businesses in Holly Springs.

Education in Problem-Solving: My background includes extensive training in analyzing systems and identifying optimal solutions. This skillset equips me to fairly evaluate appeals and variances, ensuring decisions are well-reasoned and align with the town's vision.

Commitment to Fairness and Transparency: Through my leadership roles, I've developed a strong dedication to fair practices and clear communication—qualities that are essential for fostering trust in public decision-making.

These qualifications, combined with my passion for contributing to the growth and harmony of Holly Springs, make me well-prepared to serve on the Board of Adjustment.

List any current or past volunteer activities in which you are/were involved. *

Applied to HS Chamber of Commerce Ambassador Program
Building a Free Program to help young people start small businesses
Participant in Food Drives, St Jude Children's Hospital Drives.

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

The Board of Adjustment plays a vital role in upholding the balance between growth, community values, and fairness in zoning and environmental decisions. I see its responsibilities as ensuring that zoning regulations are applied consistently while allowing for thoughtful flexibility when unique circumstances arise. By conducting public hearings and ruling on variances, appeals, and environmental determinations, the board helps safeguard the integrity of the town's planning efforts while addressing the needs of individual citizens and businesses.

If appointed, I hope to contribute to maintaining this balance by ensuring that decisions are guided by fairness, transparency, and a thorough understanding of the regulations and their impact on both individual cases and the broader community. My goal would be to help foster trust between the Town, its residents, and businesses by ensuring every voice is heard, every case is evaluated impartially, and every decision aligns with the town's vision for sustainable and equitable growth.

Additionally, I aim to support a process that not only resolves immediate issues but also helps set a precedent for consistent, practical, and forward-thinking application of zoning and environmental regulations. This approach would contribute to making Holly Springs a thriving, adaptable, and harmonious community for current and future generations.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes ☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☐ Yes ☒ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned.*

A stylized, cursive signature of Paul Beirne in black ink, centered within a light gray rectangular box.

Date*

11/18/2024

Time*

1:13:08 PM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

Facebook Post in What's Happening Holly Springs Group

Application to Serve on Board of Adjustment



Applicant Information

First Name *

Thomas

Last Name *

Rushing

Email *

trrushing@hotmail.com

Address *

Street Address

416 Shorehouse Way

Address Line 2

City

Holly Springs

Postal / Zip Code

27540

State / Province / Region

NC

Country

United States

Subdivision *

If you do not reside within a subdivision, please enter N/A.

Holly Glen

How long have you lived in Holly Springs? *

25 years

Home Phone *

9196304742

Work Phone *

9196304742

Current Employer *

Preston Animal Hospital a Thrive Veterinary Hospital

Job Title/Occupation *

Practice Manager

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

Have you served on this board in the past? *

☐ Yes

☒ No

List any education, work experience or qualifications you have relevant to the Board of Adjustment. *

I have 9 years experience as a licensed real estate agent, working full time from 2015 until 2024. Since January 2024 I have continued working part time in real estate while also working a full time job.

List any current or past volunteer activities in which you are/were involved. *

I am currently the HOA president for Holly Glen HOA, an 887 home community here in Holly Springs. Before living in Holly Glen I also served on the boards for Bridgewater and Whitney Village, both here in Holly Springs.

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

This board needs to work to ensure that Holly Springs grows responsibly and that residents are able to enjoy the benefits of their home.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes

☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☒ Yes

☐ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *

Thomas Rushing

Date *

12/1/2024

Time *

12:00:15 PM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

Community FB page

Application to Serve on Board of Adjustment



Applicant Information

First Name *

Afua

Last Name *

Tetteh

Email *

okobea@gmail.com

Address *

Street Address

305 Kephart Way

Address Line 2

City

Holly Springs

Postal / Zip Code

27540

State / Province / Region

NC

Country

Wake

Subdivision *

If you do not reside within a subdivision, please enter N/A.

Honeycutt Farm

How long have you lived in Holly Springs? *

2 years 4 months

Home Phone *

9106356259

Work Phone *

9842608640

Current Employer *

BASF

Job Title/Occupation *

Product Safety Manager

I reside within the *

☒ Corporate limits of Holly Springs

☐ Extraterritorial jurisdiction (ETJ) of Holly Springs

Experience and Qualifications

Upload a resume or other supplemental documents (optional):

Have you served on this board in the past? *

☐ Yes

☒ No

List any education, work experience or qualifications you have relevant to the Board of Adjustment. *

Have experience assisting in different capacities similar to hearings, summarizing and highlighting the most pertinent issues that may implement the zoning needs of our town as a whole.

List any current or past volunteer activities in which you are/were involved. *

Volunteered with Talking Together Toastmasters. Assisted in clerical work as an itinerant paraprofessional.

What do you see as the responsibilities of this board and what do you hope to accomplish if appointed? *

Assist in offering judicial rulings on public hearing appeals.

Do you have any personal or business interest(s) that could create a conflict of interest (either real or perceived) if you are appointed? *

☐ Yes

☒ No

Have you taken the opportunity to attend any board meetings prior to the notice of this vacancy? *

☒ Yes

☐ No

By submission of this application, I certify that all of the information contained herein is true to the best of my knowledge. I also understand that I will be required to be available to attend meetings of the board as assigned. *



Date *

10/26/2024

Time *

9:56:57 PM

This information, along with other material, may be used by the Town Council in making appointments. And, in the event you are appointed, it may be used as a basis for a news release to identify you to the community.

This application is subject to disclosure under the North Carolina Public Records Law (NCGS 132-1).

How did you find out about these opportunities?

As published, and referred to me by L. McKinney



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 16.

New Business

Title: 2025 Local, State, and Federal Legislative Agenda

Strategic Priority Area: Growth Management & Economic Vitality

Vibrant Community

Community Safety

Staff Resource: Randy Harrington, Town Manager, John Schifano, Town Attorney, Annie Drees, Dan Berry

Action(s):

Adopt the Town Council's 2025 legislative agenda.

Explanation:

- The purpose of a "legislative agenda" is to guide the governing body's intergovernmental priorities for engagement and advocacy on policy or legislative issues that are important to the Town, residents, and businesses of Holly Springs.
- The proposed legislative agenda includes priorities at the school system, county, state, and federal levels of government.

Background:

- At the Council organizational meeting in December 2023, Council designated Mayor Pro Tem Dan Berry and Council member Annie Drees to Council's Legislative Action Committee (LAC).
- The LAC developed a proposed legislative agenda with the assistance of the Town Manager and Town Attorney.
- A draft legislative agenda was presented to Council at the January 14, 2025 workshop meeting. Example legislative agenda topic areas include school accessibility and school safety, workforce housing opportunities, regional greenway system connections, future County library investments, water and wastewater investments, community safety, transportation investments, preserving local authority, economic growth, and supporting U.S. Post Office facility investments.

Funding Source(s):

N/A

Attachment(s):

1. Legislative Agenda - 2025 - v3 Council Meeting Proposed



2025 LOCAL, STATE, AND FEDERAL LEGISLATIVE AGENDA (PROPOSED)

WAKE COUNTY PUBLIC SCHOOL SYSTEM (WCPSS)

- Support **accessibility/walkability** to schools
- Encourage WCPSS **community engagement opportunities on future student reassignment plans** that offer parents constructive opportunities to share plan impacts and suggested plan adjustment requests
- Continued support for **School Resource Officer partnerships** and school safety

WAKE COUNTY

- Explore partnership opportunities for **expansion of workforce housing** in Holly Springs
- Explore partnership opportunities to advance **regional greenway system connections**
- Begin discussion on **future County Library Bond investment to regional/local library** with possibility of potential, continued relationship with Town Cultural Center

STATE

- **Water Infrastructure to support growth of life sciences and advanced manufacturing in NC** – \$25 million to fund a new one-million-gallon elevated water storage tank and associated force-main supply lines to serve Northwest area of town
- **Firefighter Safety** – \$700,000 to replace the Town's Self-Contained Breathing Apparatus (SCBA) tanks for all firefighters
- **Local Authority**
 - **Remove restrictions against municipal downzoning** (contained within SB382)
 - **Exempt Town from State bidding requirements** for construction of Utleigh Creek Greenway Ph. 2 and construction of Utleigh Creek Water Reclamation Facility upgrade from six (6) to eight (8) million gallons per day (MGD)
 - **Exempt Town from State billboard siting** allowances in commercial areas
 - Preserve ability to execute **long-range community planning and annexation** for the efficient delivery of municipal services and congruent growth of the town
- **NCDOT investments to increase response to acute urban/suburban growth pressures**
 - Advance NCDOT/CAMPO planning and design of **new interchange on US 1** near Friendship area in Northwest Holly Springs
 - **Shorten review times** for roadway projects undertaken by municipal partners
 - Seek relief for municipal tax-payers holding the burden to fund **roadway capacity and safety infrastructure investment needs associated with new public and private schools** in high growth communities

FEDERAL

- **Public Safety** – 1) \$2 million for a **heavy rescue fire truck** to serve highways U.S. 1 and I-540 (recently opened new section) vehicular traffic crash responses. 2) \$1 million for a **fire training tower** to increase training capabilities for Holly Springs Fire & Rescue and regional mutual aid partner fire agencies.
- **Intelligent Transportation System (ITS) Gap Funding to Complete Townwide ITS System** – Fiber installation, traffic cameras, and NCDOT signal coordination efforts are all funded and underway. Last step in ITS functionality to reduce traffic congestion throughout Town is investment in a \$2 million **ITS traffic management center** at the Town's new Operations Facility. This recent ITS partnership between NCDOT and the Town is projected to be a model for the entire state.
- **U.S. Post Office** – Advocate for **facility investments** including but not limited to customer lobby area expansion and implementation of a self-service kiosk at existing Post Office or the acquisition of a second retail location on west side of town.