



Agenda

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

RECOGNITIONS

5. Oath of Office - Planning Board
6. National Learn About Butterflies Day Proclamation

CONSENT AGENDA

7. Certification of Updated Zoning Map
8. Code of Ethics Policy Updates and approve the Cost Principles Policy, Eligible Use Policy and Property Management Policy
9. Twelve Oaks Pump Station Emergency Repair

PUBLIC COMMENT PERIOD

Each speaker may speak up to 3 minutes, and the total comment period will be 30 minutes or less. Citizens should sign up with the Town Clerk to speak prior to the start of the meeting. Although the Council is interested in hearing your concerns, speakers should not expect Council action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate town officials or staff and may be scheduled for a future agenda. Thank you for your consideration of the Town Council, staff, and other speakers.

OTHER BUSINESS

MANAGER'S REPORT

10. Preview of Upcoming Development Services Land Use Cases

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: Oath of Office - Planning Board

Strategic Priority Area: Organizational Excellence

Staff Resource: Linda McKinney, Town Clerk

Action(s):

Issue the Oath of Office to Planning Board members Thomas Urquhart, Josh Prizer, and Craig Kessler, and recognize newly appointed Board of Adjustment members.

Explanation:

- Thomas Urquhart, Josh Prizer, and Craig Kessler were appointed in-town members of the Planning Board with terms ending Feb. 29, 2028.
- Thomas Rushing and Afua Tetteh were appointed in-town regular members of the Board of Adjustment with terms ending February 29, 2028.
- David Britt was appointed in-town alternate member of the Board of Adjustment with a term ending February 29, 2028.
- Board of Adjustment members were sworn in on February 11, 2025.

Background:

- On January 21 2025, Town Council made their annual appointments to the Board of Adjustment and Planning Board.

Funding Source(s):

N/A

Attachment(s):

None



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 6.

Recognitions

Title: National Learn About Butterflies Day Proclamation

Strategic Priority Area: Vibrant Community

Staff Resource: Mayor Maefskie

Action(s):

Mayor Mayefskie will proclaim March 14, 2025 as Learn About Butterflies Day in Holly Springs.

Explanation:

- Butterflies are critical to our shared environment as pollinators.
- As an indicator species they give us early warning of environmental peril.
- Throughout history butterflies have symbolized transformation, rebirth, beauty, and the transient nature of life.
- Planting a butterfly garden with native plants such as milkweed, ironweed, phlox, lilac, azalea, jewelweed, dogbane or Joe-pye weed will attract and sustain butterflies.
- Butterflies drink sugary nectar, but they need salt too. Amazonian species get this salt by drinking the tears of turtles.

Background:

- National Learn about Butterflies Day was created by the North American Butterfly Association, which is dedicated to the conservation of wild butterflies.

Funding Source(s):

N/A

Attachment(s):

1. Butterfly Proclamation

Town of Holly Springs



A Proclamation By The Mayor

Learn About Butterflies Day

WHEREAS, March 14th was set aside as Learn About Butterflies Day by the North American Butterfly Association; and

WHEREAS, butterflies are critical to our shared environment as pollinators and a key link in the food chain; and

WHEREAS, butterflies are an indicator species that gives early warning of environmental peril; and

WHEREAS, throughout history butterflies have symbolized transformation, rebirth, beauty, and the transient nature of life; and

WHEREAS, there are many fascinating facts about butterflies to be learned such as, female butterflies can taste with their feet; butterflies in the Amazon obtain salt by drinking turtles' tears, and their wings are covered in tiny scales which give them their vibrant colors; and

WHEREAS, Butterfly gardens in NC can contain plants such as milkweed, tulip poplar, cherry, magnolia, ash, willow, Joe-pye weed, ironweed, phlox, lilac, azalea, dogbane, and jewelweed;

NOW THEREFORE, I, Sean Mayefskie, Mayor of the Town of Holly Springs, North Carolina, do hereby proclaim March 14, 2025

Learn About Butterflies Day

in the Town of Holly Springs and call upon the people of Holly Springs to plant butterfly gardens, and learn about these beautiful and useful members of our environment.

Proclaimed this, the 4th day of March, 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 4th day of March, 2025.

Sean Mayefskie, Mayor



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 7.

Consent Agenda

Title: Certification of Updated Zoning Map

Strategic Priority Area: Growth Management & Economic Vitality

Staff Resource: Sean Ryan, Development Services

Action(s):

- Adopt Resolution 25-07 approving certification of Zoning Map.

Explanation:

- The Unified Development Ordinance (UDO) requires the Town to adopt and maintain an official Zoning Map.
- The purpose of the Zoning Map is to visually designate allowable types of land uses in different areas of the Town in order to promote orderly development and ensure compatible land uses within the community.
- At least one copy of the map must be maintained as a paper hard copy and certified as the "official" Zoning Map.
- This map certifies all rezonings that were adopted by Town Council in calendar year 2024.
- The last certification of the Zoning Map occurred in March 2024 for rezonings adopted by Town Council through March 1, 2024.

Background:

- A zoning map shows the boundaries of zoning districts throughout town.
- Additional technical corrections have been made to correct projection errors and shifts in creek lines.
- All rezonings shown on this map were previously reviewed and adopted by Town Council.

Funding Source(s):

N/A

Attachment(s):

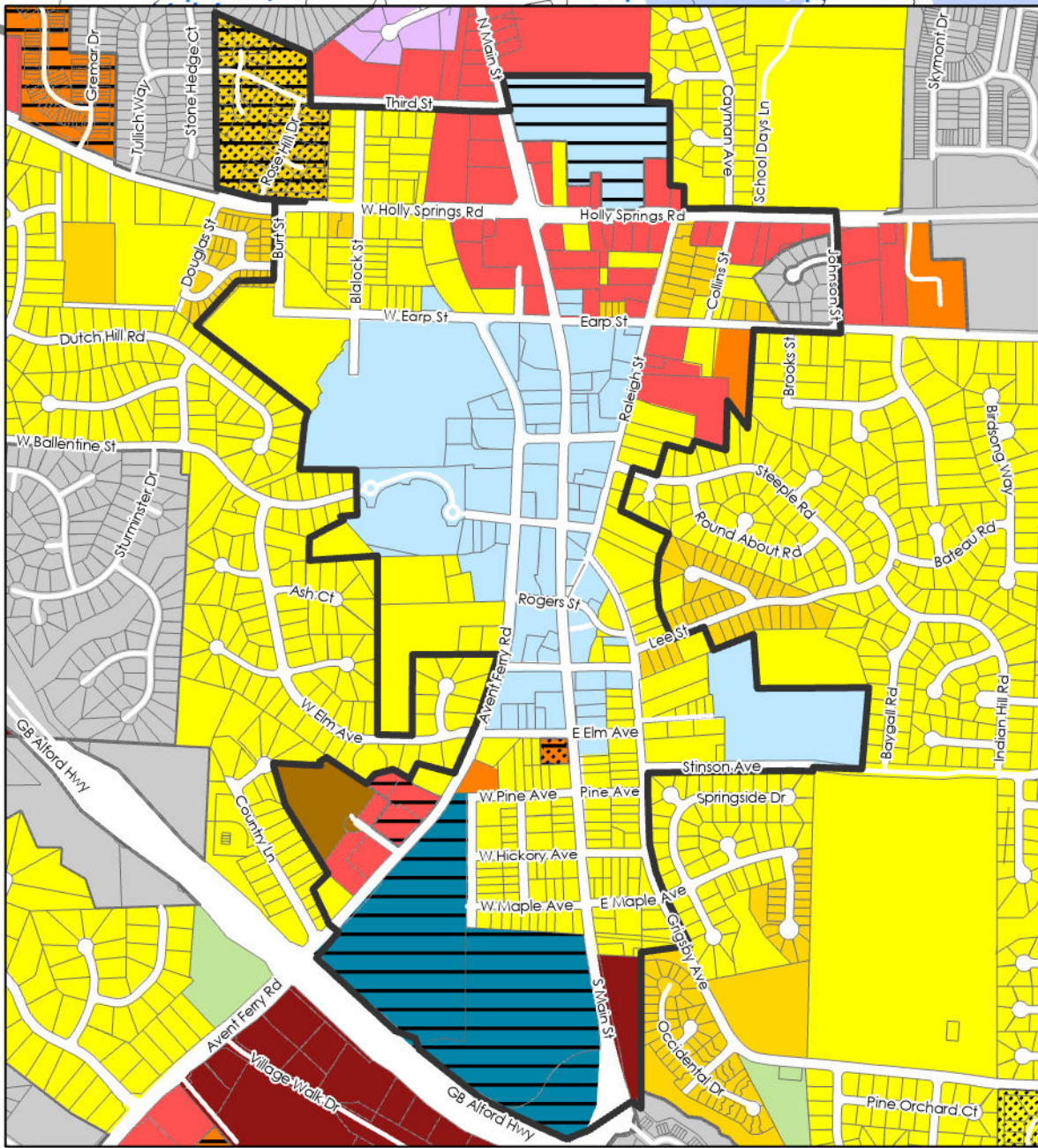
1. 2025_ZoningMap_UDOAdoptionMap
2. 2025_ZoningMapCertif_Resolution



Zoning Map

March 1, 2025

Downtown Area Inset



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

Residential Use Districts

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

Commercial & Mixed-Use Districts

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

Employment / Campus Use Districts

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

Other

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





Resolution No. 25-07

Date Adopted: March 4, 2025

Effective Date: March 4, 2025

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

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

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

WHEREAS, said individual zoning district boundaries are depicted on a map titled "Zoning Map" for the Town of Holly Springs and dated March 1, 2025;

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

1. That it adopts and certifies the "Official Zoning Map" (dated March 1, 2025) of the Town of Holly Springs.
2. This resolution shall take effect immediately.

Adopted by the Holly Springs Town Council on this, the 4th day of March, 2025.

Town of Holly Springs by

ATTEST:

Sean Mayefskie, Mayor

Linda McKinney, Town Clerk





Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 8.

Consent Agenda

Title: Code of Ethics Policy Updates and approve the Cost Principles Policy, Eligible Use Policy and Property Management Policy

Strategic Priority Area: Organizational Excellence

Staff Resource: Tina Stroupe, Finance

Action(s):

Approve Code of Ethics Policy Updates, and Approve Adoption of the Cost Principles Policy, Eligible Use Policy and Property Management Policy

Explanation:

- Due to updates and guidance from the Federal government and as part of the Town's American Rescue Plan Act (ARPA) funding through the Department of Environmental Quality (DEQ), four Town policies need technical updates to expand or clarify existing language or adoption as requirements to receive grants and remain in compliance with Federal law 2 CFR Part 200, Uniform Guidance Procurement Policy for Using Federal Funds as well as the Final Rule of the Coronavirus State and Local Fiscal Recovery Fund program of the American Rescue Plan Act of 2021 (ARP/CSLFRF) issued by the US Treasury.
- The four policies staff are requesting the Council's approval for updates and/or adoption include:
 - Code of Ethics Policy-updates
 - Cost Principles Policy-adoption
 - Eligible Use Policy-adoption
 - Property Management Policy-adoption
- The purpose of the Town's **Code of Ethics Policy** is to:
 - Outline standards for the Town officials and employees' ethical conduct.
 - The recommended updates ensure compliance with law 2 CFR Part 200, Uniform Guidance Procurement Policy for Using Federal Funds and provide written documentation of the process for Town staff.
- Updates to current Ethics Policy include:
 - **Interest:** "Any personal benefit accruing to a public servant (or spouse, immediate family member, partners, and current or soon to be employer), regardless of the name or title in which the interest is held, which is or which is likely to become the subject of an official action with the Town. " in the Interest section. This section currently only references "public servant (or immediate family member)"
 - **Trust:** Section should read "No Town Administrator, Town Policymaker, or Town Official" to ensure clarity that the conflict of interest applies to all employees and officials, whether full or part-time. This section currently states "No Town

Administrator or Town Policymaker" will have or hereafter acquire an interest in any contract or agreement with the Town if he/she will privately benefit or profit from the contracting or undertaking.

- Addition of the following section: **Official Action:** Any decision on, or proposal, consideration, enactment, defeat, or making of any rule, regulation, rate-making proceeding or policy action or nonaction by Town Officials, in such Official's official capacity.
- **Private Benefit or Personal Gain:** Any benefit, whether real or apparent, offered or received, for the purpose of influencing the performance or non-performance of any Official Action of a public servant in favor of some interest other than the Public Interest. The section currently does not include "whether real or apparent".
- **Town Official:** Includes Mayor; members of the Town Council; appointees to Town Boards, Commissions, and Committees; Citizen Volunteers for the Town; the Town Manager, Town Assistant Manager, Department Heads, the Town Attorney and all other full-time and part-time Town employees. "Town Assistant Manager" has been added to the language.

- The purpose of the **Eligible Use Policy** is to define permissible and prohibited uses of the Coronavirus State and Local Fiscal Recovery Funds of the American Rescue Plan Act of 2021 (ARP/CSLFRF) funds and outline procedures for making project requests, approving those requests, and documenting the approvals and any required justifications and other records. The procedures should also incorporate the governing board's role related to project approval and budget adoption/amendment to determine how the Town will spend its ARP/CSLFRF funds.
- The purpose of the **Cost Principles Policy** is to provide written documentation of allowable and unallowable costs and effective administration and sound management practices for the use of federal funds. The regulations related to allowable costs and cost principles are complex and to ensure that the cost items within an eligible project are properly expended, the Town must adopt and implement an Allowable Costs and Cost Principles Policy to show Town staff are responsible for the effective administration of Federal awards and application of sound management practices. The Town must have strong internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.
- The **Property Management Policy** is to address the rules and restrictions that apply to any real property, equipment, and supplies acquired or improved in whole or in part with ARP/CSLFRF funds. Equipment and real property acquired under this program must be used for the originally authorized purpose, unless stated otherwise by the Treasury. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

Background:

- The Town has received ARPA grant funding through the NC Department of Environmental Quality (NCDEQ) for the following projects:
 - Asset Inventory and Assessment Water Project
 - Asset Inventory and Assessment Wastewater Project
 - Sanford Water Filtration Facility Expansion Project
- Staff are committed to ensuring that all Town policies and procedures remain up to date, represent best practices and industry standards, and are informative, clear, and concise

while remaining compliant with all laws and regulations, both Federal and State.

Funding Source(s):

N/A

Attachment(s):

1. Cost Principles Policy updated 2.2025
2. Eligible Use Policy updated 2.2025
3. Property Management Policy updated 2.2025. docx
4. Code of Ethics Policy Updated 2.2025

 Holly Springs, N.C.	P-0XX	
	Title of Policy	
Policy & Procedure Statements of the Holly Springs Town Council	Prepared By:	Tina Stroupe
	Department:	Finance
	Date Approved by Council:	
	Effective Date:	
	Supersedes Old #:	N/A
	Old Effective Date:	N/A

Town of Holly Springs Allowable Costs and Costs Principles Policy

SECTION 1: ALLOWABLE COSTS AND COSTS PRINCIPLES POLICY OVERVIEW

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart E, defines those items of cost that are allowable, and which are unallowable. The tests of allowability under these principles are: (a) the costs must be reasonable; (b) they must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); (c) they must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances; and (d) they must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items. Unallowable items fall into two categories: expenses which are by their nature unallowable (e.g., alcohol), and unallowable activities (e.g., fund raising).

The Town of Holly Springs (the “Town”) shall adhere to all applicable cost principles governing the use of federal grants. This policy addresses the proper classification of both direct and indirect charges to ARP/CSLFRF funded projects and enacts procedures to ensure that proposed and actual expenditures are consistent with the ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with the Finance Director or Designee, who is charged with the administration and financial oversight of the ARP/CSLFRF. Further, all local government employees and officials who are involved in obligating, administering, expending, or monitoring ARP/CSLFRF grant funded projects should be well versed with the categories of costs that are generally allowable and unallowable. Questions on the allowability of costs should be directed to the Finance Director or Designee. As questions on allowability of certain costs may require interpretation and judgment, local government personnel are encouraged to ask for assistance in making those determinations.

SECTION II: GENERAL COST ALLOWABILITY CRITERIA

All costs expended using ARP/CSLFRF funds must meet the following general criteria:

1. Be necessary and reasonable for the proper and efficient performance and administration of the grant program.

A cost must be *necessary* to achieve a project object. When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the grant project.
- Whether the cost is identified in the approved project budget or application.
- Whether the cost aligns with identified needs based on results and findings from a needs assessment.
- Whether the cost addresses project goals and objectives and is based on program data.

A cost is *reasonable* if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices. When determining reasonableness of a cost, consideration must be given to:

- Whether the cost is a type generally recognized as ordinary and necessary for the operation of the Town or the proper and efficient performance of the federal award.
- The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and conditions of the ARP/CSLFRF award.
- Market prices for comparable goods or services for the geographic area.
- Whether individuals concerned acted with prudence in the circumstances considering their responsibilities to the Town of Holly Springs, its employees, the public at large, and the federal government.
- Whether the Town significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the ARP/CSLFRF award's cost.

2. Be allocable to the ARP/CSLFRF federal award. A cost is allocable to the ARP/CSLFRF award if the goods or services involved are chargeable or assignable to the ARP/CSLFRF award in accordance with the relative benefit

received. This means that the ARP/CSLFRF grant program derived a benefit in proportion to the funds charged to the program. *For example, if 50 percent of the Town's program officer's salary is paid with grant funds, then the Town must document that the program officer spent at least 50 percent of his/her time on the grant program.*

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized by the ARP/CSLFRF, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

- 3. Be authorized and not prohibited under state or local laws or regulations.**
- 4. Conform to any limitations or exclusions set forth in the principles, federal laws, ARP/CSLFRF award terms, and other governing regulations as to types or amounts of cost items.**
- 5. Be consistent with policies, regulations, and procedures that apply uniformly to both the ARP/CSLFRF federal award and other activities of the Town of Holly Springs.**
- 6. Be accorded consistent treatment.** A cost MAY NOT be assigned to a federal award as a direct cost and also be charged to a federal award as an indirect cost. And a cost must be treated consistently for both federal award and non-federal award expenditures.
- 7. Be determined in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in the UGG.**
- 8. Be net of all applicable credits.** The term "applicable credits" refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to and received by the local government related to the federal award, they shall be credited to the ARP/CSLFRF award, either as a cost reduction or a cash refund, as appropriate and consistent with the award terms
- 9. Be adequately documented.**

SECTION III: SELECTED ITEMS OF COST

The UGG examines the allowability of fifty-five (55) specific cost items (commonly referred to as Selected Items of Cost) at 2 CFR § 200.420-.475.

The Finance Director or Designee is responsible for determining cost allowability and must be familiar with the Selected Items of Cost. The Town must follow the applicable regulations when charging these specific expenditures to the ARP/CSLFRF grant. Finance Director or Designee will check costs against the selected items of cost requirements to ensure the cost is allowable and that all process and documentation requirements are followed. In addition, state laws, Town regulations, and program-specific rules may deem a cost as unallowable, and Town Personnel and the Town Council must follow those non-federal rules as well.

Exhibit A identifies and summarizes the Selected Items of Cost.

SECTION IV: DIRECT AND INDIRECT COSTS

Allowable and allocable costs must be appropriately classified as direct or indirect charges. It is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost.

Direct costs are expenses that are specifically associated with a particular ARP/CSLFRF-eligible project and that can be directly assigned to such activities relatively easily with a high degree of accuracy. Common examples of direct costs include salary and fringe benefits of personnel directly involved in undertaking an eligible project, equipment and supplies for the project, subcontracted service provider, or other materials consumed or expended in the performance of a grant-eligible project.

Indirect costs are (1) costs incurred for a common or joint purpose benefitting more than one ARP/CSLFRF-eligible project, and (2) not readily assignable to the project specifically benefited, without effort disproportionate to the results achieved. They are expenses that benefit more than one project or even more than one federal grant. Common examples of indirect costs include utilities, local telephone charges, shared office supplies, administrative or secretarial salaries.

For indirect costs, the Town may charge a 10 percent *de minimis* rate of modified total direct costs (MTDC). According to UGG Section 200.68 MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance the subawards under the award). MTDC EXCLUDES equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.

SECTION V: SPECIAL PROVISIONS FOR STATE AND LOCAL GOVERNMENTS

There are some special provisions of the Uniform Guidance that apply only to states, local governments, and Indian Tribes.

§ 200.444 General costs of government.

(a) For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in 2 CFR [§ 200.475](#)). Unallowable costs include:

- (1) Salaries and expenses of the Office of the Governor of a [state](#) or the chief executive of a [local government](#) or the chief executive of an [Indian tribe](#);
- (2) Salaries and other expenses of a [state](#) legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;
- (3) Costs of the judicial branch of a government;
- (4) Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in 2 CFR [§ 200.435](#)); and
- (5) Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

(b) For [Indian tribes](#) and Councils of Governments (COGs) (see definition for *Local government* in 2 CFR [§ 200.1](#) of this part), up to 50% of salaries and expenses directly attributable to managing and operating [Federal programs](#) by the chief executive and his or her staff can be included in the indirect cost calculation without documentation.

§ 200.416 Cost allocation plans and indirect cost proposals.

(a) For states, local governments and Indian tribes, certain services, such as motor pools, computer centers, purchasing, accounting, etc., are provided to operating agencies on a centralized basis. Since Federal awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan provides that process.

(b) Individual operating agencies (governmental department or agency), normally charge Federal awards for indirect costs through an indirect cost rate. A separate

indirect cost rate(s) proposal for each operating agency is usually necessary to claim indirect costs under Federal awards. Indirect costs include:

- (1) The indirect costs originating in each department or agency of the governmental unit carrying out Federal awards and
 - (2) The costs of central governmental services distributed through the central service cost allocation plan and not otherwise treated as direct costs.
- (c) The requirements for development and submission of cost allocation plans (for central service costs and public assistance programs) and indirect cost rate proposals are contained in appendices V, VI and VII to this part.

§ 200.417 Interagency service.

The cost of services provided by one agency to another within the governmental unit may include allowable direct costs of the service plus a pro-rated share of indirect costs. A standard indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) may be used in lieu of determining the actual indirect costs of the service. These services do not include centralized services included in central service cost allocation plans as described in Appendix V to Part 200.

SECTION VI: COST ALLOWABILITY REVIEW PROCESS

Preapproval Cost Allowability Review

Before an ARP/CSLFRF-funded project is authorized, the Finance Director or Designee must review the proposed cost items within an estimated project budget to determine whether they are allowable and allocable and whether cost items will be charged as direct or indirect expenses. This review will occur concurrently with the review of project eligibility and *before* obligating or expending any ARP/CSLFRF funds.

- Town personnel must submit proposed ARP/CSLFRF projects to Town Administration for review. In addition to other required information, all proposed project submissions must delineate estimated costs by cost item.
- Along with a general review of project eligibility and conformance with other Town Council and Town Administration directives, the Finance Director, or Designee, and Budget, Innovation, and Strategic Initiatives Director, or Designee, must review estimated costs for specific allowable cost requirements, budget parameters, indirect rates, fringe benefit rates, and those activities/costs that require pre-approval by the US Treasury.
- If a proposed project includes a request for an unallowable cost, the Finance Director or Designee will return the proposal to the requesting party for review and, if practicable, resubmission with corrected cost items.

- Once a proposed project budget is pre-approved by the Finance Director, or Designee, and the Budget, Innovation, and Strategic Initiatives Director, or Designee, the local government personnel responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget.

Post-expenditure Cost Allowability Review

Once an expenditure is incurred related to an eligible project, and an invoice or other demand for payment is submitted to the local government, the Finance Director or Designee must perform a second review to ensure that actual expenditures comprise allowable costs.

- All invoices or other demands for payment must include a breakdown by cost item. The cost items should mirror those presented in the proposed budget for the project. If an invoice or other demand for payment does not include a breakdown by cost item, the Finance Director or Designee will return the invoice to the project manager and/or vendor, contractor, or subrecipient for correction.
- The Finance Director or Designee must review the individual cost items listed on the invoice or other demand for payment to determine their allowability and allocability.
- If all cost items are deemed allowable and properly allocable, the Finance Department must proceed through the Town's normal disbursement process.
- If any cost item is deemed unallowable, the Finance Director or Designee will notify the project management and/or vendor, contractor, or subrecipient that a portion of the invoice or other demand for payment will not be paid with ARP/CSLFRF funds. The Finance Director or Designee may in their discretion, and consistent with this policy, allow an invoice or other demand for payment to be resubmitted with a revised cost allocation. If the local government remains legally obligated by contract or otherwise to pay the disallowed cost item, it must identify other local government funds to cover the disbursement. Town Council must approve any allocation of other funds for this purpose.
- The Grants Accountant and Project Managers must retain appropriate documentation of budgeted cost items per project and actual obligations and expenditures of cost items per project.

SECTION VII: COST TRANSFERS

Any costs charged to the ARP/CSLFRF federal award that do not meet the allowable cost criteria must be removed from the award account and charged to an account that does not require adherence to federal UGG or other applicable guidelines.

Failure to adequately follow this policy and related procedures could result in questioned costs, audit findings, potential repayment of disallowed costs and discontinuance of funding.

End of Policy Statement No. P-xx

Adopted by the Holly Springs Town Council on _____, 202x as certified by:

Linda C. McKinney, NCCMC
Town Clerk

EXHIBIT A

Selected Items of Cost	Uniform Guidance	Allowability
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	General Reference	
Advertising and public relations costs	2 CFR § 200.421	Allowable with restrictions
Advisory councils	2 CFR § 200.422	Allowable with restrictions
Alcoholic beverages	2 CFR § 200.423	Unallowable
Alumni/ae activities	2 CFR § 200.424	Not specifically addressed
Audit services	2 CFR § 200.425	Allowable with restrictions
Bad debts	2 CFR § 200.426	Unallowable
Bonding costs	2 CFR § 200.427	Allowable with restrictions
Collection of improper payments	2 CFR § 200.428	Allowable
Commencement and convocation costs	2 CFR § 200.429	Not specifically addressed
Compensation – personal services	2 CFR § 200.430	Allowable with restrictions; Special conditions apply (e.g., § 200.430(i)(5))
Compensation – fringe benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions
Contingency provisions	2 CFR § 200.433	Unallowable with exceptions
Contributions and donations	2 CFR § 200.434	Unallowable (made by non-federal entity); not reimbursable but value may be used as cost sharing or matching (made to non-federal entity)
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435	Allowable with restrictions
Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee health and welfare costs	2 CFR § 200.437	Allowable with restrictions
Entertainment costs	2 CFR § 200.438	Unallowable with exceptions
Equipment and other capital	2 CFR § 200.439	Allowability based on specific

expenditures		requirement
Exchange rates	2 CFR § 200.440	Allowable with restrictions
Fines, penalties, damages and other settlements	2 CFR § 200.441	Unallowable with exceptions
Fund raising and investment management costs	2 CFR § 200.442	Unallowable with exceptions
Gains and losses on disposition of depreciable assets	2 CFR § 200.443	Allowable with restrictions
General costs of government	2 CFR § 200.444	Unallowable with exceptions
Goods and services for personal use	2 CFR § 200.445	Unallowable (goods/services); allowable (housing) with restrictions
Idle facilities and idle capacity	2 CFR § 200.446	Idle facilities - unallowable with exceptions; Idle capacity - allowable with restrictions
Insurance and indemnification	2 CFR § 200.447	Allowable with restrictions
Intellectual property	2 CFR § 200.448	Allowable with restrictions
Interest	2 CFR § 200.449	Allowable with restrictions
Lobbying	2 CFR § 200.450	Unallowable
Losses on other awards or contracts	2 CFR § 200.451	Unallowable (however, they are required to be included in the indirect cost rate base for allocation of indirect costs)
Maintenance and repair costs	2 CFR § 200.452	Allowable with restrictions
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453	Allowable with restrictions
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454	Allowable with restrictions; unallowable for lobbying organizations
Organization costs	2 CFR § 200.455	Unallowable except federal prior approval
Participant support costs	2 CFR § 200.456	Allowable with prior approval of the federal awarding agency

Plant and security costs	2 CFR § 200.457	Allowable; capital expenditures are subject to § 200.439
Pre-award costs	2 CFR § 200.458	Allowable if consistent with other allowabilities and with prior approval of the federal awarding agency
Professional services costs	2 CFR § 200.459	Allowable with restrictions
Proposal costs	2 CFR § 200.460	Allowable with restrictions
Publication and printing costs	2 CFR § 200.461	Allowable with restrictions
Rearrangement and reconversion costs	2 CFR § 200.462	Allowable (ordinary and normal)
Recruiting costs	2 CFR § 200.463	Allowable with restrictions
Relocation costs of employees	2 CFR § 200.464	Allowable with restrictions
Rental costs of real property and equipment	2 CFR § 200.465	Allowable with restrictions
Scholarships and student aid costs	2 CFR § 200.466	Not specifically addressed
Selling and marketing costs	2 CFR § 200.467	Unallowable with exceptions
Specialized service facilities	2 CFR § 200.468	Allowable with restrictions
Student activity costs	2 CFR § 200.469	Unallowable unless specifically provided for in the federal award
Taxes (including Value Added Tax)	2 CFR § 200.470	Allowable with restrictions
Termination costs	2 CFR § 200.471	Allowable with restrictions
Training and education costs	2 CFR § 200.472	Allowable for employee development
Transportation costs	2 CFR § 200.473	Allowable with restrictions
Travel costs	2 CFR § 200.474	Allowable with restrictions
Trustees	2 CFR § 200.475	Not specifically addressed

End of Policy Statement No. P-xx

Adopted by the Holly Springs Town Council on _____, 202x as certified by:

Linda C. McKinney, NCCMC
Town Clerk

 Holly Springs, N.C.	P-0XX	
	Eligible Use Policy	
Policy & Procedure Statements of the Holly Springs Town Council	Prepared By:	
	Department:	
	Date Approved by Council:	
	Effective Date:	
	Supersedes Old #:	N/A
	Old Effective Date:	N/A

SECTION I: PURPOSE

This policy defines the permissible and prohibited uses of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funds. It also outlines the procedures for determining how the Town of Holly Springs (the “Town”) will spend its ARP/CSLFRF funds.

SECTION II: PERMISSIBLE USES OF ARP/CLFRF FUNDING

US Treasury issued its [Final Rule](#)¹ regarding use of ARPA funds on January 6, 2022. The Final Rule identifies permissible uses of ARP/CSLFRF funds and certain limitations and process requirements. Local governments must allocate ARP/CSLFRF funds no later than December 31, 2024 and disburse all funding no later than December 31, 2026. Failure of an entity to expend all funds by December 31, 2026 will result in forfeiture of ARPA funds.

ARP/CSLFRF funds may be used for projects within the following categories of expenditures:

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and

¹ 31 CFR Part 35

5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

SECTION III: PROHIBITED USES OF ARPA FUNDING

The ARP/CSLFRF and US Treasury's Final Rule prohibit certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability;
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding (There is an exception to this prohibition if the settlement or judgment requires the Town to provide services to respond to the COVID-19 public health emergency or its negative economic impacts or to provide government services, then the costs of those otherwise ARP/CSLFRF-eligible projects are allowed.);
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

The Town and any of its contractors or subrecipients, may not expend any ARP/CSLFRF funds for these purposes.

SECTION IV: PROCEDURES FOR PROJECT APPROVAL

The following are procedures for ARP/CSLFRF project approvals. All Town employees and officials must comply with these requirements.

1. Requests for ARP/CSLFRF funding, must be made in writing and include all the following:
 - a. Brief description of the project

- b. Identification of ARP/CSLFRF Expenditure Category (EC) (A list of ECs in in the Appendix to the US Treasury Compliance and Reporting Guidance.)²
 - c. Required justifications for applicable projects, according to the requirements in the Final Rule. Employees or any applicant seeking ARPA funding should review the [Final Rule](#) and [Final Rule Overview](#)² prior to submitting a proposal.
 - d. Proposed budget, broken down by cost item, in accordance with the Town's Allowable Cost Policy.
 - e. A project implementation plan and estimated implementation timeline (All ARP/CSLFRF funds must be fully obligated by December 31, 2024, and fully expended by December 31, 2026.)
- 2. Requests for funding must be submitted to the Town Council for approval. All requests will be reviewed by the Finance Director or designee for ARP/CSLFRF compliance and by the Finance Director or designee for allowable costs and other financial review.
 - 3. No ARP/CSLFRF may be obligated or expended before final written approval by Finance Director or designee Town Council approval and budget amendments will be required prior to approval.
 - 4. If a proposal does not meet the required criteria, it will be returned to the requesting party for revision and resubmittal.
 - 5. Following approval, employees responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget. Changes in project budgets must be approved by Budget Director or designee and may require a budget amendment before proceeding. Any delay in the projected ARPA funded project's completion date shall be communicated to the Project Manager's Director and Finance Director or designee immediately.
 - 6. Project Managers and the Grants Accountant must collect any documentation required for each eligible cost, for purposes of completing the required Project and Expenditure reports.
 - 7. Grants Accountant must maintain written project requests and approvals, all supporting documentation, and financial information at least until December 31, 2031.

² <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

End of Policy Statement No. P-xx

Adopted by the Holly Springs Town Council on _____, 202x as certified by:

Linda C. McKinney, NCCMC
Town Clerk

 Holly Springs, N.C.	P-0XX Property Management Policy	
	Prepared By:	John Schifano
Policy & Procedure Statements of the Holly Springs Town Council	Department:	Town Attorney
	Date Approved by Council:	March , 2025
	Effective Date:	March 2025
	Supersedes Old #:	N/A
	Old Effective Date:	N/A

1.0 Purpose

To govern the Town's use of property purchased through the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds..

2.0 Preamble

WHEREAS the Town may have received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Sect. 200 (UG), as provided in the [Assistance Listing](#)¹; and

WHEREAS the [Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds](#)²(v4.1 June 2022) provides, in relevant part:

Equipment and Real Property Management. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

WHEREAS Subpart D of the UG dictates title, use, management, and disposal of real property, equipment, and supplies acquired in whole or in part with ARP/CSLFRF funds;

BE IT RESOLVED that the governing board of The Town of Holly Springs hereby adopts and enacts the following UG Property Management Policy for the expenditure of ARP/CSLFRF funds.

3.0 Policy Overview

[Title 2 U.S. Code of Federal Regulations Part 200](#),³ Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart D, details post award requirements related to property management of property acquired or updated, in whole or in part, with funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF).

2 CFR 200.311 through 2 CFR 200.316, as modified by [US Treasury ARP/CSLFRF Final Rule FAQs 13.15 & 13.16](#),⁴ detail property standards related to the expenditure of ARP/CSLFRF funds. The [LOCAL GOVERNMENT NAME], hereinafter Townshall adhere to all applicable property standards, as detailed below. **Note that pursuant to ARP/CSLFRF Final Rule FAQ 13.15, the Uniform Guidance property standards do not apply to real property, equipment, or supplies purchased or improved with Revenue Replacement ARP/CSLFRF funds.**

4.0 Definitions

¹ <https://sam.gov/fal/7cecfdef62dc42729a3fdcd449bd62b8/view>

² <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

³ <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>

⁴ <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>

The definitions in 2 CFR 200.1 apply to this policy, including the following:

Computing devices: machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. See also the definitions of supplies and information technology systems in this section.

Equipment: tangible [personal property](#) (including information technology systems) having a useful life of more than one year and a per-unit [acquisition cost](#) which equals or exceeds the lesser of the capitalization level established by the Town for financial statement purposes, or \$5,000.

Information technology systems: computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources. See also the definitions of computing devices and equipment in this section.

Intangible property: property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

Personal property: property other than [real property](#). It may be tangible, having physical existence, or intangible.

Property: [real property](#) or [personal property](#).

Real property: land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.

Supplies: all tangible [personal property](#) other than those described in the definition of equipment in this section. A computing device is a supply if the [acquisition cost](#) is less than the lesser of the capitalization level established by the local government for financial statement purposes or \$5,000, regardless of the length of its useful life. See also the definitions of computing devices and equipment in this section.

5.0 Real Property Purchased with ARP/CSLFRF Funds:

Title to Real Property: Title to real property acquired or improved with ARP/CSLFRF funds vests with the Town. 2 CFR 200.311(a).

Use of Real Property: During the period of performance of the ARP/CSLFRF award, the Town may use real property purchased or improved with ARP/CSLFRF funds for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the ARP/CSLFRF eligible use requirements.

If the Town changes the use of the real property to an ineligible use or sells the real property prior to the end of the period of performance, then it must follow the disposition procedures detailed in the Disposition of Real Property section below.

After the period of performance of the ARP/CSLFRF award, the Town must use the real property consistent with the purpose for which it was purchased or improved or for any other eligible purpose in the same category as the purpose reported to US Treasury as of the final reporting period, as set forth in the table below:

Category	Use Requirements
Public Health and Assistance to Households and Individuals	Property, supplies, or equipment last reported as being used to respond to the public health impacts of the public health emergency, as outlined in 31 CFR 35.6(b)(3)(i), or being used for the provision of services to households provided in 31 CFR 35.6(b)(3)(ii)(A), are authorized to fulfill any eligible use of funds provided in these subparagraphs of the Final Rule.
Assistance to Small Businesses, Nonprofits, and Impacted Industries	Property, supplies, or equipment last reported as being used for the provision of services to small businesses, nonprofits, and impacted industries outlined in 31 CFR 35.6(b)(3)(ii)(B)-(D) are authorized to fulfill any eligible use of funds outlined in the public health and negative economic impacts eligible use category.
Water, Sewer, or Broadband Infrastructure	Property, supplies, or equipment last reported as being used to make investments in water, sewer, or broadband infrastructure pursuant to 31 CFR 35.6(e) are authorized to fulfill any eligible use of funds outlined in the water, sewer, and broadband infrastructure eligible use category.
Government Services/Revenue Loss	N/A
Premium Pay	N/A

If the real property's use shifts outside the parameters of the eligible purpose according to this table after the period of performance, then the Town (and any subrecipients) must follow the disposition procedures in the Disposition of Real Property section below.

The Town is responsible for being able to substantiate its determination on whether the use of the real property is authorized and maintain a record of that determination in accordance with the requirements set forth in the financial assistance agreement accepted in connection with the ARP/CSLFRF award.

The Town is not required to seek or obtain the approval of US Treasury prior to changing the use within the parameters of these authorized purposes.

Insurance of Real Property: The Town must provide the equivalent insurance coverage for real property acquired or improved with ARP/CSLFRF funds as provided to property owned by the Town 2 CFR 200.310.

No Encumbrance of Real Property: The Town may not encumber the real property unless authorized by US Treasury. 2 CFR 200.311(b).

Disposition of Real Property: If the Town changes the use of real property to an ineligible use or sells the asset during the period of performance of the ARP/CSLFRF award or changes the use of the asset outside the eligible category after the period of performance ends, then the Town must obtain disposition instructions from US Treasury. The instructions must provide for one of the following alternatives:

1. The Town retains title after compensating US Treasury. The amount paid to US Treasury will be computed by applying US Treasury's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Town is disposing of real property acquired or improved with ARP/CSLFRF funds and acquiring replacement real property under the ARP/CSLFRF, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
2. The Town sells the property and compensates US Treasury. The amount due to US Treasury will be calculated by applying US Treasury's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the ARP/CSLFRF award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Town is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.
3. The Town transfers title to US Treasury or to a third party designated/approved by US Treasury. The Town is entitled to be paid an amount calculated by applying the Town's

percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property. 2 CFR 200.311(c).

6.0 Equipment

Title to Equipment: Title to equipment acquired or improved with ARP/CSLFRF funds vests with the Town. 2 CFR 200.313(a).

Use of Equipment: During the period of performance of the ARP/CSLFRF award, the Town may use equipment purchased or improved with ARP/CSLFRF funds for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the ARP/CSLFRF eligible use requirements.

If the Town changes the use of equipment to an ineligible use or sells the equipment prior to the end of the period of performance, then it must follow the disposition procedures detailed in the Disposition of Equipment section below.

After the period of performance of the ARP/CSLFRF award, the Town must use equipment consistent with the purpose for which it was purchased or improved or for any other eligible purpose in the same category as the purpose reported to US Treasury as of the final reporting period, as set forth in the table below:

Category	Use Requirements
Public Health and Assistance to Households and Individuals	Property, supplies, or equipment last reported as being used to respond to the public health impacts of the public health emergency, as outlined in 31 CFR 35.6(b)(3)(i), or being used for the provision of services to households provided in 31 CFR 35.6(b)(3)(ii)(A), are authorized to fulfill any eligible use of funds provided in these subparagraphs of the Final Rule.
Assistance to Small Businesses, Nonprofits, and Impacted Industries	Property, supplies, or equipment last reported as being used for the provision of services to small businesses, nonprofits, and impacted industries outlined in 31 CFR 35.6(b)(3)(ii)(B)-(D) are authorized to fulfill any eligible use of funds outlined in the public health and negative economic impacts eligible use category.
Water, Sewer, or Broadband Infrastructure	Property, supplies, or equipment last reported as being used to make investments in water, sewer, or broadband

	infrastructure pursuant to 31 CFR 35.6(e) are authorized to fulfill any eligible use of funds outlined in the water, sewer, and broadband infrastructure eligible use category.
Government Services/Revenue Loss	N/A
Premium Pay	N/A

If the equipment's use shifts outside the parameters of the eligible purpose according to this table after the period of performance, then the Town (and any subrecipients) must follow the disposition procedures in the Disposition of Equipment section below.

The Town is responsible for being able to substantiate its determination on whether the use of equipment is authorized and maintain a record of that determination in accordance with the requirements set forth in the financial assistance agreement accepted in connection with the ARP/CSLFRF award.

The Town is not required to seek or obtain the approval of US Treasury prior to changing the use within the parameters of these authorized purposes.

During the time that equipment is used on the project for which it was acquired, the Town must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the project for which it was originally acquired. First preference for other use must be given to other programs or projects supported by US Treasury and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate. 2 CFR 200.313(c)(2).

Noncompetition: The Town must not use equipment acquired with the ARP/CSLFRF funds to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment. 2 CFR 200.313(c)(3).

No Encumbrance: The Town may not encumber the equipment without approval of US Treasury. 2 CFR 200.313(a)(2).

Replacement Equipment: When acquiring replacement equipment, the Town may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property. 2 CFR 200.313(c)(4).

Management of Equipment: The Town will manage equipment (including replacement equipment) acquired in whole or in part with ARP/CSLFRF funds according to the following requirements.

1. The Town will maintain sufficient records that include
 - a) a description of the property,
 - b) a serial number or other identification number,
 - c) the source of funding for the property (including the Federal Award Identification Number (FAIN)),
 - d) who holds title,
 - e) the acquisition date,
 - f) cost of the property,
 - g) percentage of Federal participation in the project costs for the Federal award under which the property was acquired,
 - h) the location, use and condition of the property, and
 - i) any ultimate disposition data including the date of disposal and sale price of the property.
2. The Town will conduct a physical inventory of the property and reconcile results with its property records at least once every two years.
3. The Town will develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft will be investigated by the Town.
4. The Town will develop and implement adequate maintenance procedures to keep the property in good condition.
5. If the Town is authorized or required to sell the property, it will establish proper sales procedures to ensure the highest possible return, in accordance with state and federal law.

Insurance of Equipment: The Town must provide the equivalent insurance coverage for equipment acquired or improved with ARP/CSLFRF funds as provided to property owned by the Town. 2 CFR 200.310.

Disposition of Equipment: If the Town changes the use of the equipment to an ineligible use or sells the equipment during the period of performance of the ARP/CSLFRF award or changes the use of the equipment outside the eligible category after the period of

performance ends, then the Town may either make the equipment available for use in other activities funded by a Federal agency, with priority given to activities funded by US Treasury, dispose of the equipment according to instructions from US Treasury, or follow the procedures below. 2 CFR 200.313(e).

1. Equipment with a per-item fair market value of less than \$5,000 may be retained, sold or transferred by the Town, in accordance with state law, with no additional responsibility to US Treasury;
2. If no disposal instructions are received from US Treasury, equipment with a per-item fair market value of greater than \$5,000 may be retained or sold by the Town. The Town must establish proper sales procedures, in accordance with state law, to ensure the highest possible return. The Town must reimburse US Treasury for its federal share. Specifically, US Treasury is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the ARP/CSLFRF funding percentage of participation in the cost of the original purchase. If the equipment is sold, US Treasury may permit the Town to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
3. Equipment may be transferred to US Treasury or to a third-party designated by US Treasury in return for compensation to the Town for its attributable compensation for its attributable percentage of the current fair market value of the property.

7.0 SUPPLIES

Title to Supplies. Title to supplies acquired with ARP/CSLFRF funds vests with the Town upon acquisition. 2 CFR 200.314(a).

Use of Supplies: During the period of performance of the ARP/CSLFRF award, the Town may use supplies purchased or improved with ARP/CSLFRF funds for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the ARP/CSLFRF eligible use requirements.

If the Town changes the use of supplies to an ineligible use or sells the supplies prior to the end of the period of performance, then it must follow the disposition procedures detailed in the Disposition of Supplies section below.

After the period of performance of the ARP/CSLFRF award, the Town must use supplies consistent with the purpose for which they were purchased or improved or for any other eligible purpose in the same category as the purpose reported to US Treasury as of the final reporting period, as set forth in the table below:

Category	Use Requirements
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Public Health and Assistance to Households and Individuals	Property, supplies, or equipment last reported as being used to respond to the public health impacts of the public health emergency, as outlined in 31 CFR 35.6(b)(3)(i), or being used for the provision of services to households provided in 31 CFR 35.6(b)(3)(ii)(A), are authorized to fulfill any eligible use of funds provided in these subparagraphs of the Final Rule.
Assistance to Small Businesses, Nonprofits, and Impacted Industries	Property, supplies, or equipment last reported as being used for the provision of services to small businesses, nonprofits, and impacted industries outlined in 31 CFR 35.6(b)(3)(ii)(B)-(D) are authorized to fulfill any eligible use of funds outlined in the public health and negative economic impacts eligible use category.
Water, Sewer, or Broadband Infrastructure	Property, supplies, or equipment last reported as being used to make investments in water, sewer, or broadband infrastructure pursuant to 31 CFR 35.6(e) are authorized to fulfill any eligible use of funds outlined in the water, sewer, and broadband infrastructure eligible use category.
Government Services/Revenue Loss	N/A
Premium Pay	N/A

If the supplies use shift outside the parameters of the eligible purpose according to this table after the period of performance, then the Town (and any subrecipients) must follow the disposition procedures in the Disposition of Supplies section below.

The Town is responsible for being able to substantiate its determination on whether the use of supplies is authorized and maintain a record of that determination in accordance with the requirements set forth in the financial assistance agreement accepted in connection with the ARP/CSLFRF award.

The Town is not required to seek or obtain the approval of US Treasury prior to changing the use within the parameters of these authorized purposes.

Noncompetition. As long as the Federal Government retains an interest in the supplies, the Town must not use supplies acquired under the ARP/CSLFRF to provide services to other

organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute. 2 CFR 200.314(b).

Disposition of Supplies. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. 2 CFR 200.314(a).

8.0 PROPERTY TRUST RELATIONSHIP

Real property, equipment, and intangible property, that are acquired or improved with ARP/CSLFRF funds must be held in trust by the Town as trustee for the beneficiaries of the project or program under which the property was acquired or improved. US Treasury may require the Town to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property. 2 CFR 200.316.

9.0 IMPLEMENTATION OF POLICY

The Town Manager or his or her designee shall adopt procedures to track all real property, equipment, and supplies (collectively, property) acquired or improved in whole or in part with ARP/CLSFRF funds. At a minimum, those procedures must address the following:

- Ensure proper insurance of property
- Document proper use of property
- Working with the Finance Director, or his or her designee, record and maintain required data records for equipment
- Conduct periodic inventories of equipment, at least every two years
- Create processes for replacement and disposition of property
- Establish other internal controls to safeguard and properly maintain property

 Holly Springs, N.C.	P-021.3 Code of Ethics and Conduct for Town Officials	
	Prepared By:	John Schifano
Policy & Procedure Statements of the Holly Springs Town Council	Department:	Town Attorney
	Date Approved by Council:	
	Effective Date:	
	Supersedes Old #:	P-021.02
	Old Effective Date:	October 7, 2015

SECTION I: Purpose

To establish guidelines for ethical standards of conduct for all Town Officials to be compatible with the following philosophies:

1. The proper operation of democratic government requires that Public Officials and employees be independent, impartial and responsible to the people;
2. Government decisions and policy must be made in proper channels of the government structure;
3. Public Office or employment must not be used for personal gain; and,
4. The public must have confidence in the integrity of its government.

SECTION II: Scope and Coverage

This Policy Statement, upon approval by the Town Council, shall be applicable to all Town Officials, including Town Administrators and Town Policy Makers, as hereinafter defined. To this end, all Town Officials shall be subject to and abide by these standards of conduct adopted by and which may be amended from time to time by action of the Holly Springs Town Council.

SECTION III: Definitions

Ethics: Positive principles of conduct that promote the ideals of honest, open, respectful and impartial governance of the people and responsible use of the people's property.

Interest (as in Acquiring an Interest): Any Personal Benefit accruing to a public servant (or spouse, immediate family member, partners, and current or soon to be employer), regardless of the name or title in which the interest is held, which is or which is likely to become the subject of an Official Action with the Town. For purposes of determining the ownership interest of a public servant in a business entity (corporation, partnership, trust, or other association), any legal or equitable interest exceeding 10% in the business entity shall require disclosure and abstention of participation in any Town action dealing with the business entity.

Official Action: Any decision on, or proposal, consideration, enactment, defeat, or making of any rule, regulation, rate-making proceeding or policy action or nonaction by Town Officials, in such Official's official capacity.

Private Benefit or Personal Gain: Any benefit, whether real or apparent, offered or received, for the purpose of influencing the performance or non-performance of any Official Action of a public servant in favor of some interest other than the Public Interest. Personal Gain does not include salaries or stipends paid by the Town, reimbursements for actual expenses paid, admission to events in which public servants are invited to

attend in their official capacity, lawful campaign contributions, any personal gift with a value less than \$100, or meals provided by the Town for the convenience of the Town.

Personal Interest or Private Interest: Any direct or indirect interest having a value peculiar to a particular individual or group, whether the value is pecuniary or non-pecuniary, which interest is not shared commonly for the good of the Town.

Personal Gifts: Anything of a value exceeding \$100 received from someone other than a direct family member.

Public Interest: The general welfare, well-being, rights, health, or finances of the public at large.

Town Administrator: Anyone charged with or in the act of the administration of the policies of the Town of Holly Springs, as set forth by the Town Council. Examples include the Town Manager, Assistant Town Manager, and Department Heads.

Town Official: Includes Mayor; members of the Town Council; appointees to Town Boards, Commissions, and Committees; Citizen Volunteers for the Town; the Town Manager, Town Assistant Manager, Department Heads, the Town Attorney and all other full-time and part-time Town employees. Candidates for elective office are considered Town Officials during the period of their candidacy and are subject to this policy.

Town Policy Makers: A group officially charged with determining the laws, policies and procedures of the Town of Holly Springs, such as the Town Council of Holly Springs, or subservient Boards for matters in which they are charged with determining policy.

SECTION IV: Policy Statement

Trust: The purpose of Town government is to serve the public. Town Officials treat their position as a public trust. They respect Town facilities, property, equipment and personnel as part of that public trust.

- A. No Town Administrator, Town Policy Maker, or Town Official will have or hereafter acquire an interest in any contract or agreement with the Town if they will privately benefit or profit from the contracting or undertaking.
- B. No Town Official will use their official position to use Town facilities or resources (including logos, insignia, or seal) for private or political gain. Candidates for public office shall not use the Town's seal, insignia, or logo in any campaign activity, and unless currently hold an office, shall not hold themselves out to the public as a current member of Town Council.
- C. No Town Official will use or disclose confidential information gained in the course of or by reason of their official position for purposes of advancing financial or Personal Interest.
- D. No Town Official will engage in, or accept private employment or render service for Private Interest when such employment or service is incompatible with the proper discharge of the Town Official's public duties or would tend to impair their independence of judgment or action in the performance of official duties, unless otherwise permitted by law. Notwithstanding this provision, a Town Official in a decision-making position may be involved in any contract, project or service subject to an official act of the Town if they excuse themselves from all discussions, deliberations and votes on the matter, and states with specificity at the time of recusal the reason(s) for the recusal. Subsequent to the Official Action, the Town Official shall not attempt to use their position as Town Official to

- influence any Town Administrator or staff member in the execution of the staff member's duties.
- E. The Town's powers and resources are used for the benefit of the public rather than any Town Official's personal or political benefit.
 - F. Town Officials promote public respect by avoiding the appearance of impropriety.
 - G. Town Policy Makers place long-term benefit to the public as a whole above all other considerations, including the concerns of individuals and special interests. The Public Interest includes protecting the rights of under-represented minority communities.
 - H. Town Administrators implement policies in good faith, as equitably and economically as possible, regardless of their personal views.
 - I. Whistle-blowing is appropriate on unlawful or improper action; however, Public Officials bear the responsibility of avoiding accusations of wrong-doing without substantiated and validated facts.
 - J. Citizens have a fair and equal opportunity to express their views to Town Officials.
 - K. Town Officials do not give the appearance of impropriety or personal gain by accepting personal gifts.
 - L. Town Officials do not give the appearance of impropriety or political gain by using Town resources to give personal gifts, perform favors or provide services that would not be otherwise available to all members of the public.
 - M. Town Officials devote Town resources, including paid time, working supplies and capital assets, to benefit the public.
 - N. Political or referenda campaigns shall not be conducted on Town time or property.
 - O. No Town Official shall request or permit the use of Town-owned vehicles, equipment, materials or property, or enlist Town personnel for convenience or favor or profit or political purposes, except when such services are available to the public generally.
 - P. Town Policy Makers owe to each other a duty of candor, full disclosure, and good faith with respect to any information regarding any official action of the Town and shall not withhold or falsify information that, if available to other members, would assist in their decision-making, nor shall they improperly promote such information to a third part without the opportunity for a full and frank discussion among the Policy Makers.

Objectivity: Town Official's decision are based on merits of the issues. Judgment is independent and objective.

- A. Town Officials' avoid financial conflict of interest and do not accept a Personal Benefit from people requesting them to affect decisions.
- B. If an individual Town Official's financial or Personal Interests will be specifically affected by a decision, the Town Official is to withdraw from participating in the decision.
- C. Town Officials avoid bias or favoritism and respect cultural differences as part of decision-making.
- D. Intervention on behalf of constituents or friends is limited to assuring fairness of procedures, clarifying policies or improving service for citizens.

Accountability: Open government allows citizens to make informed judgments and to hold Town Officials accountable.

- A. Town Officials exercise their authority with open meetings and public records.
- B. Town Officials who delegate responsibilities make sure the work is carried out efficiently and ethically.

- C. Campaigns for election allow the voters to make an informed choice on appropriate criteria.
- D. Town government systems should be self-monitoring, with procedures in place to promote appropriate actions.

Leadership: Town Officials lead by example.

- A. Town Officials obey all laws and regulations.
- B. Town Officials do not exploit loopholes.
- C. Leadership facilitates, rather than blocks, open discussion.
- D. Town Officials avoid discreditable personal conduct, are personally honest and refrain from personal attacks.
- E. Town Officials share information with all pertinent parties.
- F. All Town Boards, Committees, Departments and work teams are encouraged to develop individual detailed ethical standards, training, and enforcement.

SECTION V: Disclosure Required

- A. Within 30 days of taking the oath of office and annually by January 15, each Town Council member shall file a written disclosure on a form approved by the Town Clerk, stating at a minimum the following: (1) The address of all real property located in the Town's corporate limits or extraterritorial jurisdiction and owned by the Council member and spouse (or domestic partner); and (2) The name of any business entity or nonprofit organization in which the Council member is an officer, director, owner, manager (in the event of an L.L.C.), or owns more than a ten (10%) interest in a company, private or public.

SECTION VI: Violations of this Policy Statement

- A. A Town Administrator or Town Policy Maker may file a written and signed ethics complaint for an alleged violation under this Policy by transmitting a letter outlining all the facts known to the complainant to the Town Attorney. In the event that the complaint alleges wrongdoing against the Town Attorney, the Town Manager shall receive the complaint. At the discretion of the Town Council, upon recommendation of the Town Manager or Town Attorney and upon majority vote, Council may employ outside legal counsel to investigate the matter.
- B. The Town Attorney, or in the event, outside counsel, shall thoroughly investigate the allegations of the complainant and draft a legal memorandum outlining findings of fact and conclusions of law relating to the events complained of in the written complaint and transmit such memorandum to the Town Council for its discussion.
- C. The Town Council may take any action allowed by law against the alleges violator, including referral to the District Attorney in the event of a criminal violation, direct the Town Attorney to institute legal proceedings for an injunction or civil damages, if appropriate, or pass a resolution censuring the individual.

End of Policy Statement No. P-xx

Adopted by the Holly Springs Town Council on _____, 202x as certified by:

Linda C. McKinney, NCCMC
Town Clerk



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 9.

Consent Agenda

Title: Twelve Oaks Pump Station Emergency Repair

Strategic Priority Area: Growth Management & Economic Vitality

Staff Resource: Kendra Parrish, Utilities and Infrastructure, Terry Foster

Action(s):

Approve a contract with ABE Utilities for emergency repair of the Twelve Oaks Pump Station with a base amount of \$160,825 and the potential for additional contract allowances up to \$108,200, for a total project cost not to exceed \$269,015.

Explanation:

- While performing preventative maintenance at the Twelve Oaks Pump Station on December 13, 2024, a pipe connection failed, causing a pipe segment to separate underground. The pipe segment was pushed into a vault, filling the vault with wastewater and causing wastewater to pool above ground, commonly known as a Sanitary Sewer Overflow (SSO).
- Staff quickly isolated the compromised pipe from the remainder of the sanitary sewer system to minimize the volume of wastewater released in the SSO.
- The pipe failure caused damage to the pump station above ground. Concrete slabs were raised, which caused the open building door to crumple, and damage was observed in and around the building that houses the electrical components.
- The full extent of the damage will not be clear until the underground structures are uncovered, and the building foundation is assessed.
- ABE Utilities provided a quote and contract to perform the repair work. The contract includes a base bid lump sum price of \$160,825 in materials and work for damage that is visible and an additional price for allowances to cover damage that may be evident once work begins.
- ABE Utilities performed the recent repair work at Sunset Ridge Pump Station wet well. ABE Utilities is well-equipped to perform this type of technical work on pump station structures and components.
- Other contractors were contacted for quotes to perform the repair. One firm did not have the size of crew nor technical expertise necessary to do the work. The other contractor did have the crew but did not have the technical expertise to do the work.
- This contract is exempt from needing to be bid out due to the emergency nature of the work.
- Staff are working with the Safety and Risk Manager and the Town's insurance provider (through the NC League of Municipalities) to pursue insurance reimbursement for the repair. The quote from ABE has been forwarded to the property adjuster. The League sent a structural engineer to the site in January, and he verbally stated that the extent of potential coverage would not be known until the cause of failure and the extent of damage is determined.

- The repairs will be funded using existing Utility cash funded PAYGO capital appropriations.

Background:

- Twenty of the town's twenty-one (21) pump stations are duplex pump stations. This means there are two (2) pumps in one wet well (which serves as a holding tank for the wastewater before it is pumped away to the treatment plant). The two pumps provide redundancy so that if one pump fails, the other can provide continuous service. The two pumps alternate cycling on and off several times per hour.
- The Twelve Oaks Pump Station was originally built as a duplex pump station, with room for expansion to a quadriplex pump station. This means that, at this pump station, there is the potential to have 4-pumps in two wet wells.
- The expansion at the Twelve Oaks Pump Station was completed in 2023, giving the Twelve Oaks Pump Station the equivalent of two interconnected duplex pump stations, operating side by side, one built in 2008 and one built in 2023.
- The failure occurred in the original half of the pump station. Staff suspect that the pipe connection may not have been restrained to today's construction standards.
- On the night of the failure, a contractor was able to install a valve to isolate the older half of the pump station from the newer half. Since that time, the pump station has been operating on just the newer side, at roughly half of the design capacity.
- The Twelve Oaks Pump Station is equipped with a surge protection system that minimizes the occurrence of a phenomenon, known as a water hammer, in the force main. A water hammer occurs when the flow of wastewater in a pressurized pipe is suddenly stopped due to a valve closure or pump shutdown, causing a shock wave that travels through the pipe. Water hammers can cause damage to pipes, fittings, and pumps, if not mitigated.
- The surge protection is on the older side of the pump station, and therefore has not been in service since that part of the pump station was taken offline in December 2024. However, the pumps in the newer side of the station continue to cycle on and off, and the valves continue to open and close.
- Staff monitor pump station performance through readings, alarms, and trends shown on SCADA (Supervisory Control and Data Acquisition). Data shows that the pump performance in the newer half of the pump station is deteriorating, as the pumps are working harder to maintain the level of service in the pump station.
- Repairs are needed immediately to determine the extent of damage and restore service to the older half of the pump station.

Funding Source(s):

Community Investment Plan - Utility PAYGO

Attachment(s):

1. Contract for (non-professional) SERVICES - ABE Utilities



CONTRACT FOR SERVICES **(Not Subject to QBS)**

THIS AGREEMENT dated _____, between the **Town of Holly Springs**, North Carolina, for itself and its Successors & Assigns (hereinafter called the "Town") and **ABE Utilities, Inc.** (herein after called the "Contractor").

Town hereby desires to enter into a contract for services with the Contractor and the Contractor agrees to enter into this contract and perform the Services as set forth below, in the manner and time hereinafter described, and both parties do hereby agree as follows:

SERVICES OF CONTRACTOR

The services of the Contractor shall be performed in the manner as described in **Exhibit A** (the "Proposal") as attached hereto and incorporated by reference. Contractor agrees to employ such personnel as may be needed to deliver services in the manner and time prescribed herein. Such personnel shall be employees of the Contractor, said Contractor being an independent contractor of the Town.

BRIEF SUMMARY OF SERVICE(S): Emergency repairs for 12 Oaks Pump Station, see Exhibit A.

TOWN'S RESPONSIBILITIES

The Town shall make available the facilities to the Contractor and shall not impede the work of the Contractor except as necessary. Any additional Town responsibilities shall be listed in **Exhibit A**.

BIDDING & BONDING 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:

Name, Dept.: Terry Foster, Utilities & Infrastructure
E-Mail: terry.foster@hollyspringsnc.gov
Phone: (919) 567-4738

All construction and repair work which costs a total of \$500,000 and above requires formal bidding be utilized.

BONDING: Contractor shall timely pay all subcontractors, and failure to do so is a material breach of this agreement. For contracts for construction on Town property in excess of \$300,000.00 total, the Contractor shall provide a Payment and Performance Bond issued by a licensed North Carolina firm. Where subcontractors are employed for a substantial amount of work, the subcontractors must be approved by the Town.

*Contracts in excess of \$300, 000:

Name of Bonding Company _____ (Attached as **Exhibit D**)

OR

 X Bond not required.

Town Contract Manager **Date Signed:**
Printed Name: Terry Foster

Department Head/Supervisor **Date Signed:**
Printed Name: Kendra Parrish

PAYMENT

The Town shall pay the Contractor the contract sum in the following manner:

 Payment: Upon satisfactory completion of the work described in **Exhibit A**, the Contractor shall invoice the Town with Net30 terms. Contract total not to exceed: \$.

 Payment on basis of Time and/or Materials as described in **Exhibit A**

 X Description of Alternative Payment Terms:

Contractor shall perform all the work necessary to repair the pump station for the lump sum of **\$160,825.00**, and such additional fees as may be determined later upon inspection, for those items listed as "Allowances" in amounts not to exceed those prices listed in the Allowance section contained in **Exhibit A**.

TIME FOR RENDERING SERVICES

The times for rendering the services are set forth in **Exhibit A**, or as otherwise set forth below:

As soon as possible. This repair is needed urgently.

GENERAL CONSIDERATIONS

1. Standards of Performance.

- 1.1** The standard of care for all services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.
- 1.2** Contractor represents that, prior to submitting the quote and executing this Contract, Contractor 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 periodic performance of the Services has been inspected, accepted, and approved by the Town Contact.
- 1.3** Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.
- 1.4** Contractor 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 Contractor's scope of services, times of performance, or compensation.
- 1.5** Contractor is an independent contractor of the Town. The Town and the Contractor mutually agree to indemnify and hold harmless each party from any claims of negligence brought forth. Contractor is familiar with the property and its condition.

2. Term and Termination.

- 2.1** The term for this contract is until satisfactory completion of the services described in **Exhibit A**, or one (1) year, whichever is shorter.
- 2.2** The mutual obligations of the Parties contained in this Agreement may be terminated:
 - 2.2.1** 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.

2.2.2 For failure to consistently satisfy the Standards of Performance in the opinion of the Town Contract.

2.2.3 Upon mutual agreement.

3. Controlling Law.

3.1 This agreement is to be governed by the law of the State of North Carolina, regardless of any language in any quote, contract, agreement supplied by the Contractor.

3.2 Venue and jurisdiction are proper in the 10th Judicial District of North Carolina (Wake County).

4. Notices.

4.1 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.

4.1.1 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)

4.1.2 For the Contractor/Vendor:

Jarrod Baccus, PE	(Name, Title)
ABE Utilities, Inc.	(Company)
P.O. Box 33413	(Address)
Raleigh, NC 27636	
(919) 834-3421	(Phone)
Jarrod13.abeutilities@gmail.com	(e-mail)

5. Severability.

5.1 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 Contractor, 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.

6. Waiver.

6.1 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.

7. Attorney's Fees.

7.1 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.

8. Insurance & Indemnification Requirement

8.1 Contractor shall provide general liability insurance for a minimum of \$1,000,000 per occurrence, \$2,000,000 aggregate, and an umbrella policy of at least \$5,000,000 for the complete term of the contract. Additionally, the Contractor shall supply workman's compensation insurance coverage to all employees within the statutory limits. Any waiver of the insurance requirement, or an acceptance of lower limits shall be stated on the **Exhibit B** cover page and a certificate of insurance shall be attached hereto as **Exhibit B**.

8.2 The Contractor agrees to waive any and all claims against the Town from itself or its employees arising from work performed by the Contractor pursuant to this Contract, except for claims related to non-payment of amounts. The Contractor shall 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 and character 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 out of this Agreement and/or the performance hereof, that are proximately caused by the negligence, willful or wanton conduct, or breach of contract relating to the Contractor's work in under this Agreement or any addendums or modifications thereto, except to the extent that the same are by the negligence or willful misconduct of the Town. For such claims, the Contractor/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.

9. E-Verify.

9.1 Contractor hereby agrees to comply with N.C.G.S. § 64-25, et. seq. regardless of Contractor's status as an independent contractor and not an employee with the Town. The E-Verify Affidavit shall be attached hereto as **Exhibit C**.

10. Prohibition Against Sex Offenders.

10.1 Contractor is being granted access to the Town's Park system and/or Town Facilities (collectively "Facility") during hours of operation. Contractor 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 contractor of the Contractor to access any area of the Facility. Contractor 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, contractor, subcontractor, officer, director, or any person that shall in any way perform under this contract. Contractor 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. Contractor 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 Contractor's failure to ensure compliance with this section. This indemnification includes a duty to provide a legal defense.

11. Independent Contractor.

11.1 Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of Town in the performance of the Services. Contractor 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 Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant or employee of Town, or making Contractor 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 Contractor's Control Over Services Provided. Contractor shall retain the unqualified right of control over the means, manner and methods by which the Services are performed, and the right to perform such Services at the locations and times that Service Provider independently determines, as approved by the Town. Contractor shall be responsible for providing all equipment, materials and supplies that Contractor determines are needed to timely provide the Services.

11.3 Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Town shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Town furnished information.

12. Non-Discrimination.

12.1 As a condition of this Contract, Contractor covenants that Contractor will take all necessary actions to insure that, in connection with any operations under this Contract, Contractor, 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. Contractor 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, Contractor 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. Contractor's Employees.

13.1 Contractor agrees and consents that the Town is allowing access to the Contractor to both publicly used and private sensitive Town facilities. Contractor, and any employee, agent, subagent, volunteer, or any person authorized to act on behalf of the Contractor shall maintain a professional demeanor at all times during the interaction with the Town's patrons and visitors to Town facilities. Contractor shall refrain from other commercial or political activity while performing this contract on Town Facilities. Contractor shall undergo criminal background checks on all employees and subcontractors working at the direction of the Contractor 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 Contractor 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, Contractor shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.

15. Right of Review and Audit.

15.1 Town may review any and all of the services performed by Contractor under this Contract. Town is granted the right to audit, at Town's election, all of Contractor's records and billings relating to the performance of this Contract. Contractor 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. Modification. The Contract may not be modified except by either a Change Order or an Amendment. Any Change Order or Amendment must be made in writing, utilizing the appropriate Town form, approved by the Town (and Town Council, if necessary) and executed with the same formalities as this original contract.

18. 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.

19. Exhibit List. The following documents shall be attached hereto and incorporated by reference.

Exhibit A – Scope of Work/Proposal

Exhibit B – Certificate of Insurance

Exhibit C – E-Verify Affidavit

Exhibit D – ~~Bond, if required~~

[Signature Page Follows]

TOWN OF HOLLY SPRINGS:

CONTRACTOR:

BY: _____
Randy J. Harrington, Town Manager
Date: _____

Signature _____

Name: _____

Title: _____

WITNESS:

Linda McKinney, Town Clerk
Date: _____

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: _____

EXHIBIT A



January 16, 2025

Terry Foster
Town of Holly Springs

**RE: Twelve Oaks Pump Station
Damaged Piping and Subgrade Repair Proposal**

ABE is pleased to offer the attached pricing for the piping and subgrade repairs associated with the Twelve Oaks Pump Station.

Pricing

Attached

Clarifications / Exclusions

- **Demo Concrete includes:** Demo and offsite disposal of the existing concrete pad from bldg. to wet well as needed to perform pipe repairs.
- **Reconnect Pipe w/ Megalugs & Rodding includes:** Checking each mechanical joint connection from the 12" valve (recently installed to isolate the damaged piping) through both 12" tees to the 10" tee to the surge tank and from the 12" tees through the valve vault to determine if the connections have megalug restraints and installing megalugs on the connections that do not have them. Installing 4 each stainless steel rods between each non-flanged pipe connection from the top 90s in the wet well through the valve vault to each of the 12" tees.
- **Export Unsuitable / Import Processed Fill includes:** Hauling off any unsuitable material found during pipe reconnection or geotechnical investigation and replacing it with processed fill. Pay quantity will be determined by quarry weight tickets.
- **Repour Concrete Pad includes:** Forming, rebar, and 8" thick concrete pad to match the area of the existing concrete pad that was demoed.
- **Building Door Repair includes:** Repairing / replacing the existing damaged building door.
- **Geotechnical Investigation Allowance includes:** Geotechnical inspection of the building to determine necessary measures for subsurface repair.
- **Fill Void Under Building Allowance includes:** An estimate for fill the void under the building with polyurethane foam.
- **Helical Allowance includes:** An estimate for installing helical anchors for building foundation support.
- **Electrical Investigation Allowance includes:** Determining the location of the underground electrical and if any damage is present.
- **ToHS to provide all pipe, restraints, rodding, and misc pipe materials. No pipe related materials are included in our proposal.**
- No permits, fees, or bond are included.
- No retainage to be held for this work.



Please contact me if you have any questions or comments regarding this budget.

Sincerely,
ABE Utilities, Inc

A handwritten signature in blue ink, appearing to read "Jarrod Baccus".

Jarrod Baccus, P.E.



Twelve Oaks Pump Station Repair

Description	Quantity	Units	Unit Amount	Extended Amount
Work Items				
Mobilization	1.00	ls	\$ 3,075.00	\$ 3,075.00
Concrete Demo	1.00	ls	\$ 10,050.00	\$ 10,050.00
Reconnect Pipe w/ Megalugs & Rodding	1.00	ls	\$ 105,100.00	\$ 105,100.00
Export Unsuitable / Import Fill	100.00	tn	\$ 72.50	\$ 7,250.00
Repour Concrete Slab	1.00	ls	\$ 21,500.00	\$ 21,500.00
Bldg Door Repair	1.00	ls	\$ 13,850.00	\$ 13,850.00
Subtotal Work Items				\$ 160,825.00
Allowances				
Geotechnical Investigation	1.00	ls	\$ 9,600.00	\$ 9,600.00
Fill Void Under Bldg	1.00	ls	\$ 28,200.00	\$ 28,200.00
Helicals	8.00	ea	\$ 8,000.00	\$ 64,000.00
Electrical Investigation	1.00	ls	\$ 6,400.00	\$ 6,400.00
Subtotal Allowances				\$ 108,200.00

EXHIBIT B

_____ Insurance requirement waived

_____ Lower Insurance Limit Approved

Approved by: _____

Printed Name: _____

_____ X _____ Certificate of Insurance attached

COI Expires: 3/31/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURANCE SERV CTR -APEX APEX BRANCH 1111 PEMBERTON HILL RD APEX, NC 27502-3958 JOHN M. MULCAHY		919-387-0560		CONTACT NAME: SHERRY KATTERMANN PHONE (A/C, No, Ext): 919-387-0560 FAX (A/C, No): 919-387-0570 E-MAIL ADDRESS: skattermanny@iscfay.com	
INSURED ABE UTILITIES, Inc. GOOSENEST EQUIPMENT, LLC GOOSENEST TRUCKING, LLC PO BOX 33413 RALEIGH, NC 27636				INSURER(S) AFFORDING COVERAGE INSURER A: BUILDERS MUTUAL INSURANCE CO. INSURER B: The HARTFORD INSURER C: INSURER D: INSURER E: INSURER F:	
				NAIC # 10844 22357	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		PPA0000819	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CAP0043987	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			MUB0000820	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WCP1089753	03/31/2024	03/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	☒ LEASED/RENTED			22MSNI9169	03/31/2024	03/31/2025	EQUIPMENT DED \$ 250,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TOWN OF HOLLY SPRINGS IS INCLUDED AS AN ADDITIONAL INSURED RESPECTS TO THE GENERAL LIABILITY POLICY, PER FORM #CG7034 & CG7024 FOR ONGOING AND COMPLETED OPERATIONS, BASED ON WRITTEN AGREEMENT.

CERTIFICATE HOLDER

CANCELLATION

TOWNHOL TOWN OF HOLLY SPRINGS PO BOX 8 HOLLY SPRINGS, NC 27540	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE JOHN M. MULCAHY
--	--

EXHIBIT C

STATE OF NORTH CAROLINA)
)
COUNTY OF WAKE) AFFIDAVIT OF CONTRACTOR'S
) COMPLIANCE WITH E-VERIFY

I, _____ (the individual attesting below), being duly authorized by and on behalf of **ABE Utilities, Inc.** (the "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Contractor understands that Contractors Must Use E-Verify. Each Contractor, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).

3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES _____

b. NO _____

4. Contractor's subcontractors comply with E-Verify, and if Contractor is the winning bidder on this project Contractor will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor.

Dated: _____

Signature of Affiant: _____

Print or Type Name: _____

EXHIBIT D

N/A



Holly Springs Town Council

Town Council Meeting Agenda Cover Sheet

Agenda Item#: 10.

Manager's Report

Title: Preview of Upcoming Development Services Land Use Cases

Strategic Priority Area: Vibrant Community

Growth Management & Economic Vitality

Organizational Excellence

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

Action(s):

- Receive update on anticipated, forthcoming land use cases, current development activity, and upcoming Development Services process enhancements.

Explanation:

- Development Services staff will provide an overview of land use cases expected to be submitted over the next quarter.
- This brief overview serves as an opportunity to increase the Mayor & Council's awareness of future land use change requests that may come before the Council and for Council to share any preliminary feedback to staff that might be either helpful to applicants (prior to any formal development submittals) or to staff in our review of potential development applications.
- Development Services staff will also provide a high-level overview of current development data and Development Services process enhancements meant to improve the client experience.

Background:

- On a quarterly basis, staff provides a preview of anticipated development related land use cases that could come before the Town Council for consideration.
- The presentation is informational with no requested actions by Town Council other than sharing any feedback to help guide staff and potential developers on future development interests and/or expectations.

Funding Source(s):

N/A

Attachment(s):

1. DSUpdates_March4

Purpose:

- Provide a preview of upcoming legislative cases & update on other Development Services initiatives

Suggested Action:

- Seek high level feedback and answer any preliminary questions

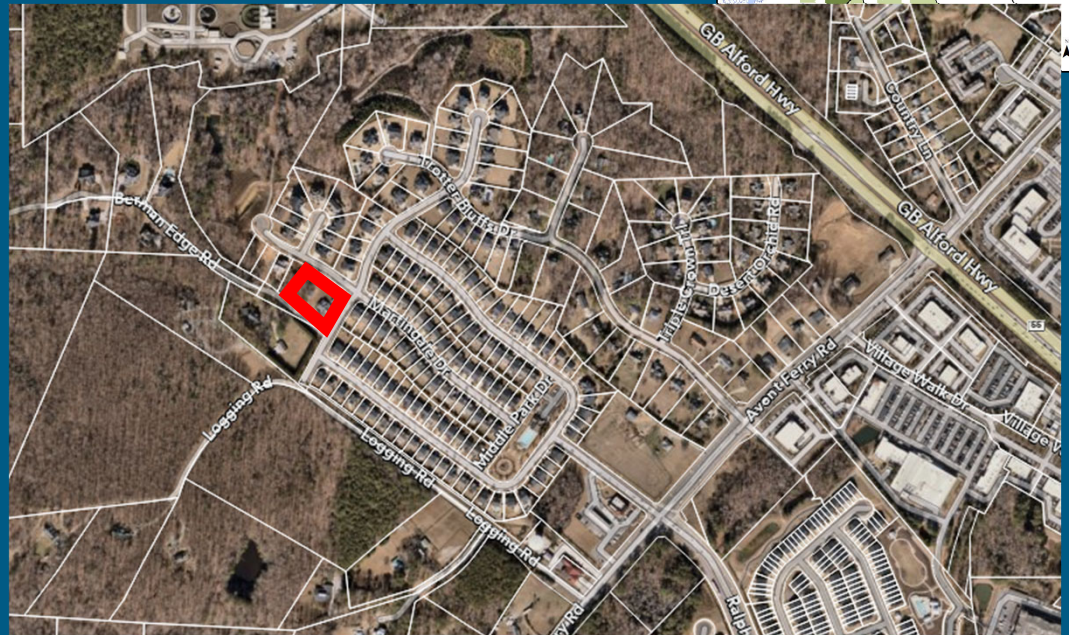
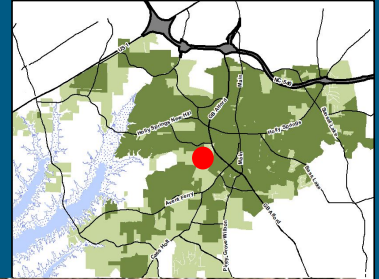


New Applications



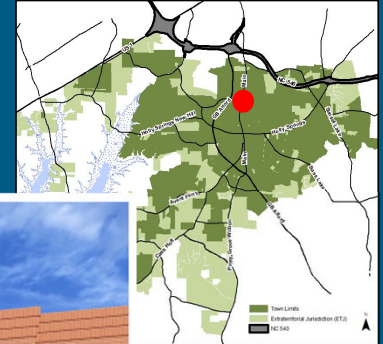
4016 Berman Edge— General Use Zoning District

- **Current Zoning:** Rural Residential (RR)
- **Proposed Zoning:** Suburban Residential (SR)
- **Process:** Rezoning (Town Council Legislative)
- **Proposed Use:** 2 Detached Dwellings



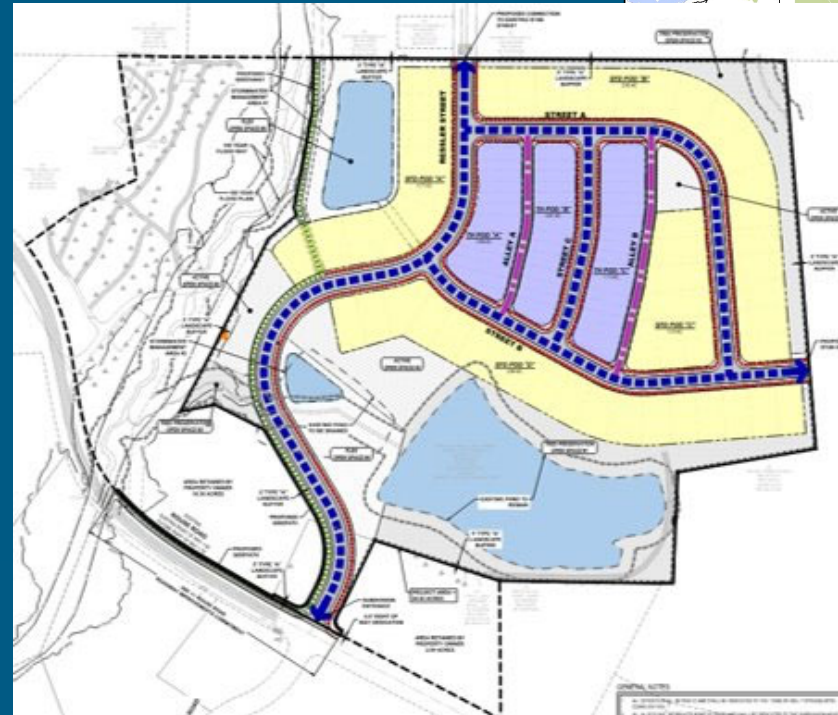
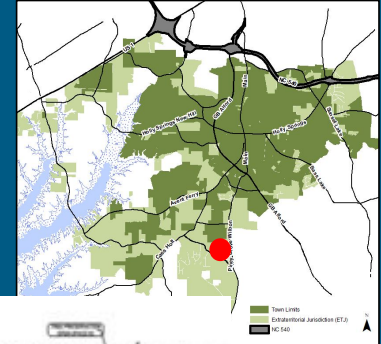
Overlook on Main - 1220 N Main Conditional Zoning District

- **Current Zoning:** NMX – Neighborhood Mixed-Use
- **Proposed Zoning:** CB CD – Community Business CD
- **Process:** Rezoning (Town Council Legislative)
- **Proposed Use:** Retail and 237 Apartments



Powell Place 7051 Rouse Rd Conditional Use Zoning District

- **Current Zoning:** Rural Residential (RR)
- **Proposed Zoning:** Neighborhood Residential Conditional Zoning District (NR-CD)
- **Process:** Rezoning (Town Council Legislative)
- **Proposed Use:** 95 Dwelling Units, Detached & Attached



Updates



Other Projects

Updates: Upcoming Public Hearing

- Graham Wood Property
- Evans Property

Updates: In Staff Review

- Sunset Lake Commons Apartments
- 1100 Piney Grove Wilbon Road
- 4500 Old Holly Springs Apex
- 600 Grigsby Avenue
- Chase Bank (Sunset Lake Road)
- 3020 Avent Ferry Road (Mira Ridge)



Other Initiatives



Additional Planning Updates

- **Wake Transit Plan Update**
 - Extends the Wake Transit Planning horizon out through FY2030
 - Stakeholder Meeting – March 5th
- **Land Use Plan Updates** (March Workshop)
- **Microtransit Updates** (March Workshop)



Development Project Updates

- **Collins Park/ NC55 Turn Lane**
 - NCDOT has completed the right turn lane from NC 55 to Ralph Stephens Road in association with Collins Park



Development Services will provide additional updates on March 4

