



Town of Youngsville
Board of Commissioners
P. O. Box 190 / 134 US 1A South
Youngsville, NC 27596
(919) 925-3401 – Town Hall / (919) 925-3402 – Fax
CustomerService@TownofYoungsville.org
www.townofyoungsville.org

AGENDA
REGULAR MEETING
JANUARY 14, 2021
7:00PM

YOUNGSVILLE COMMUNITY HOUSE
115 E MAIN STREET
(Video and Teleconference are available)

If joining via Microsoft Teams, use the following link:
tinyurl.com/boc-2021-01-14

If joining via phone, use the following dial-in info:
Phone Number: **872-240-8002**
Conference code: **451 326 813#**

1. CALL TO ORDER AND INVOCATION
2. APPROVAL OF AGENDA
3. PRESENTATION OF OFFICER SETH WOODS' ADVANCED LAW ENFORCEMENT CERTIFICATE
4. PUBLIC HEARINGS
 - A. ANNEXATION PETITION 2020-4 – YOUNGSVILLE ACADEMY CHARTER SCHOOL, INC – HICKS ROAD
 - i. OPEN HEARING TO THE PUBLIC
 - ii. STAFF REPORT
 - iii. COMMENTS FROM PUBLIC
 - iv. CONTINUE OR CLOSE HEARING
 - B. REQUEST TO REZONE – WIGGINS VILLAGE, PHASE 2 – FROM SFR3 TO MU1
 - i. OPEN HEARING TO THE PUBLIC
 - ii. STAFF REPORT
 - iii. COMMENTS FROM PUBLIC
 - iv. CONTINUE OR CLOSE HEARING
 - C. DEVELOPMENT AGREEMENT – WIGGINS VILLAGE, PHASE 2
 - i. OPEN HEARING TO THE PUBLIC
 - ii. STAFF REPORT
 - iii. COMMENTS FROM PUBLIC
 - iv. CONTINUE OR CLOSE HEARING



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5. CITIZEN'S COMMENTS

6. CONSENT AGENDA

- A. MINUTES FROM THE REGULAR BOARD MEETING – DECEMBER 10, 2020
- B. FINANCE REPORT
- C. PARKS AND RECREATION REPORT
- D. PLANNING AND ZONING REPORT
- E. POLICE DEPARTMENT REPORT
- F. TAX COLLECTOR'S REPORT
- G. BUDGET AMENDMENT 2021-3

ACTION REQUESTED: APPROVE CONSENT AGENDA AS SUBMITTED

7. OLD BUSINESS

- A. ADOPT ANNEXATION ORDINANCE 2020-4 – YOUNGSVILLE ACADEMY CHARTER SCHOOL, INC – HICKS ROAD

ACTION REQUESTED: ADOPT ANNEXATION ORDINANCE 2020-4

8. NEW BUSINESS

- A. NORTHEAST AREA STUDY PRESENTATION – BRANDON WATSON
- B. REQUEST TO REZONE – WIGGINS VILLAGE, PHASE 2 – FROM SFR3 TO MUI

ACTION REQUESTED – APPROVE REZONING REQUEST AS PROPOSED

- C. PRESENTATION OF ANNEXATION PETITIONS
 - i. 2021-2 – MARSHALL WIGGINS – 2468 CEDAR CREEK ROAD
 - ii. 2021-3 – WIGGINS VILLAGE – PHASE 2
- D. RESOLUTIONS DIRECTING CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31
 - i. 2021-2 – MARSHALL WIGGINS – 2468 CEDAR CREEK ROAD
 - ii. 2021-3 – WIGGINS VILLAGE – PHASE 2

ACTION REQUESTED: APPROVE TWO (2) RESOLUTIONS

- E. PRESENTATION OF CERTIFICATES OF SUFFICIENCY FOR ANNEXATIONS
 - i. 2021-2 – MARSHALL WIGGINS – 2468 CEDAR CREEK ROAD
 - ii. 2021-3 – WIGGINS VILLAGE – PHASE 2



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- F. RESOLUTIONS FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATIONS PURSUANT TO NCGS 160A-31
- i. 2021-2 – MARSHALL WIGGINS – 2468 CEDAR CREEK ROAD
 - ii. 2021-3 – WIGGINS VILLAGE – PHASE 2

ACTION REQUESTED: APPROVE TWO (2) RESOLUTIONS SETTING PUBLIC HEARING FOR FEBRUARY 11, 2021

- G. DEVELOPMENT AGREEMENT – WIGGINS VILLAGE, PHASE 2

ACTION REQUESTED: APPROVE DEVELOPMENT AGREEMENT AS PROPOSED

- H. CONSIDER INTERLOCAL AGREEMENT WITH FRANKLIN COUNTY PUBLIC UTILITIES TO EXECUTE WATER AND SEWER IMPROVEMENTS IN CONNECTION WITH THE TOWN'S MAIN STREET IMPROVEMENTS PROJECT

ACTION REQUESTED: DIRECT TOWN ADMINISTRATOR TO EXECUTE AGREEMENT

- I. AMEND TOWN FEE SCHEDULE TO ADD AN HOURLY RENTAL RATE FOR THE OUTDOOR BASKETBALL COURT AT LUDDY PARK IN THE AMOUNT OF \$20 FOR IN TOWN RESIDENTS AND \$30 FOR OUT OF TOWN RESIDENTS

ACTION REQUESTED: APPROVE AMENDMENT AS PROPOSED

9. REPORTS AND OTHER BUSINESS

- A. MAYOR
- B. TOWN ADMINISTRATOR
- C. COMMISSIONERS
- D. FINANCE
- E. FIRE DEPARTMENT
- F. MAINTENANCE
- G. PARKS & RECREATION
- H. PLANNING & ZONING
- I. POLICE CHIEF
- J. TOWN ATTORNEY
- K. TOWN CLERK / TAX COLLECTOR

10. CLOSED SESSION

- A. N.C.G.S. 143-318.11 (a) (3) – PRESERVATION OF ATTORNEY-CLIENT PRIVILEGE



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11. ADJOURN

This is a public meeting and is subject to North Carolina open meetings and public records law. To preserve the public record and increase transparency, video and audio recordings are performed at all public meetings. Please note these recordings, the clerk's detailed minutes of all meetings, and any documents reviewed during meetings are public domain and may be disclosed to third parties.

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
TOWN OF YOUNGSVILLE, NORTH CAROLINA**

WHEREAS, the Board of Commissioners has been petitioned under G.S. 160A-31 to annex the area described below; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at 7:00pm at Youngsville Community House on January 14, 2021 after due notice by publication on December 31, 2020 and

WHEREAS, the Board of Commissioners finds that the petition meets the requirements of G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Youngsville, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the Town of Youngsville as of January 31, 2021:

**Legal Description for
“Youngsville Academy Charter School, Inc”**

BEING all of Tract 1, containing 15.463 acres as shown on plat entitled “Minor Subdivision Plat for Charter FC Youngsville LLC”, a copy of which is recorded in Book of Maps 2020, Page 222, Franklin County Registry.

Section 2. Upon and after January 31, 2021, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Youngsville and shall be entitled to the same privileges and benefits as other parts of the Town of Youngsville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of Youngsville shall cause to be recorded in the office of the Register of Deeds of Franklin County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Franklin County Board of Elections, as required by G.S. 163-288.1.

Section 4. Notice of adoption of this ordinance shall be published once, following the effective date of annexation, in a newspaper having general circulation in the Town of Youngsville.

Adopted this 14th day of January 2021.

Fonzie Flowers, Mayor

ATTEST:

APPROVED AS TO FORM:

Emily Hurd, Town Clerk

Hartzog Law Group, Town Attorneys



Town of Youngsville

Memorandum

To: Board of Commissioners
From: Erin Klinger, Planning and Zoning Administrator
Date: December 31, 2020
Re: Public hearing to consider a rezoning application #ZMA-201001
SFR-3 to MU-1 for property located on Hicks Road
Encl: (1) Rezoning Application

Item: A public hearing is scheduled in consideration of an application #ZMA-201001 filed by Wiggins Towns, LLC to rezone a portion of a lot located on Hicks Road, near the corner of Hicks and Cedar Creek Roads (PIN 1853-92-4364) from Single-Family Residential-3 (SFR-3) to Mixed Use-1 (MU-1). Attached is a copy of the completed application.

Proposed Zoning: The applicant indicated that they intend to locate Phase Two of the Wiggins Townhomes development on the subject property. Their current location does not provide room for the expansion of the development.

Surrounding Land Uses and Zoning:



The above aerial view shows the subject property as currently vacant.

North: Stephen's Glen, a residential subdivision, zoned SFR-3.

South: Currently vacant, zoned CIV.

East: Phase One of the Wiggins Townhomes development.

West: Vacant property, zoned SFR-3.

Planning Board Statement of Plan Consistency and Recommendation:

During its December 1, 2020 regular meeting, the Planning Board voted unanimously to recommend approval of the rezoning, stating that (1) the zoning map amendment is harmonious with the surrounding zoning in the area and (2) the proposed amendment is consistent with several of the goals of the Town Plan 2040 – Comprehensive Land Use Plan, among them “Plan for Growth”.

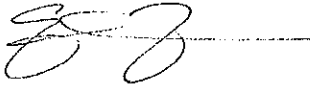
Staff comments:

- The property is bounded by SFR-3 zoning on all sides except the east and the south, all of which are compatible with the proposed zoning.
- MU-1 zoning will provide a good transition between the SFR-3 zoning to the north and the CIV-zoned property to the south.
- A minimum 25-foot wide Type “B” buffer would be required between this parcel and adjacent parcels zoned SFR-3 so as to provide proper screening from this use.
- This does not constitute spot zoning as there are other residential developments in the area.
- The developers held a neighborhood meeting on October 29, 2020, at which several concerns were voiced by residents in the surrounding neighborhoods. These concerns were taken into consideration and changes have been reflected in the revised preliminary plan.
- The proposed rezoning would be consistent with the goal of “Plan for Growth” from the Comprehensive Land Use Plan as it will help the Town provide affordable housing facilities for new residents.
- Rezoning this property to MU-1 would be consistent with the Future Land Use Map.

Planning staff supports this request as it is consistent with several of the goals from the Town Plan 2040 – Comprehensive Land Use Plan. Moreover, the proposed zoning is harmonious with the existing zoning of the surrounding parcels.

The Board of Commissioners may base its decision to approve or deny the rezoning based on a number of factors, including the Planning Board’s recommendation and statement of plan consistency, public input, and determination of the consistency of the proposed zoning to any adopted comprehensive plans or other plans or policies.

Sincerely,

A handwritten signature in black ink, consisting of stylized, cursive letters, followed by a horizontal line extending to the right.

RECEIVED

By Erin Klinger at 8:08 am, Oct 02, 2020



TOWN of
YOUNGSVILLE

Planning and Zoning Department
Youngsville Town Hall
134 US 1A South
Youngsville, NC 275963
t 919-925-3401
f 919-925-3402

ZONING AMENDMENT PETITION APPLICATION

PROCESS INFORMATION and FILING INSTRUCTIONS

1. Before filing an application, the applicant shall meet with the Planning, Zoning, and Subdivision Administrator to discuss the proposed amendment.
2. It is also required that the applicant for a rezoning meet with representatives of the neighborhood in which the property to be rezoned is located.
3. The applicant must complete this application in full. **This application will not be processed unless all requested information is provided.**
4. This is a process that requires a public hearing and public notification including mailed notice to adjacent property owners and a sign posted on the property. The applicant will need to provide a list of adjacent property owners and their mailing addresses.
5. The petition must be submitted by 12 pm on the first business day of the previous calendar month in order to be considered at the Planning Board meeting the following month. The Planning Board meets on the first Tuesday of each month at 6 pm, excluding holidays, at the Youngsville Community House. Following Planning Board recommendation, the proposal will be heard by the Board of Commissioners at a public hearing.
6. Please see the adopted fee schedule for the current filing fee. This must be paid in full at the time of application submittal.
7. For additional information or assistance, call the Planning Department at 919-925-3401.

FOR DEPARTMENT USE ONLY

Date Filed: _____ Fee Paid: _____
Date Public Hearing Scheduled: _____ Date Hearing Advertised: _____
Petition Number: _____ Approved Denied
Authorized Signature: _____ Disposition Date: _____



TOWN of
YOUNGSVILLE

Planning and Zoning Department
Youngsville Town Hall
134 US 1A South
Youngsville, NC 275963
t 919-925-3401
f 919-925-3402

GENERAL INFORMATION

Applicant Name: WIGGINS TOWNES, LLC
Mailing Address: PO BOX 610 YOUNGSVILLE, NC
Phone: 919-398-3618 Email: MWINSLOW@WINSLOWHOMES.COM

Property Owner Name (if different from applicant): JTM PROPERTIES, LLC
Mailing Address: 1536 CARR ST. RALEIGH, NC 27608
Phone: 919-215-2277 Email: _____

PETITION INFORMATION

NOTE: If you are filing a petition for a text amendment, please skip to the next section.

Location of property:

HICKS ROAD
PIN # 1863-13-2950

Tax Map ID/PIN: 1863-13-2950

Current zoning classification: SFR-3 Requested zoning reclassification: MU-1

Legal description of the property (metes and bounds, or, if subdivided, lot block and subdivision plat book and page number. Attach additional pages if necessary.)

MAP BOOK 2020, PAGE



TOWN of
YOUNGVILLE

Planning and Zoning Department
Youngville Town Hall
134 US 1A South
Youngville, NC 275963
t 919-925-3401
f 919-925-3402

TEXT AMENDMENT INFORMATION

NOTE: Complete this section only if you are requesting an amendment to the text of the zoning ordinance.

Zoning Ordinance Section Number and Name: _____

Text Amendment Requested:

Reason for Text Amendment:

FOR BOTH MAP AND TEXT AMENDMENTS, please provide a statement (attached to this form) regarding consistency of this request with the adopted Comprehensive Land Use Plan and with maintaining the spirit and intent of the original ordinance in terms of creating harmony within districts and creating general conformity with adopted long range plans for the development of the Town of Youngville.

SIGNATURES

I certify that I am the owner or have consent of the owner and act on their behalf to apply for a change to the Youngville Development Ordinance.

Signature: *Phil A. Moore*

Date: 10-1-2020



Town of Youngsville

Post Office Box 190, Youngsville, North Carolina 27596

Phone: 919.925.3401 | Fax: 919.925.3402

December 31, 2020

RE: Zoning Map Amendment Application, Wiggins Townhomes Phase 2

1. A Public Hearing Notice was sent to adjoining property owners (see attached list) on December 23, 2020, to inform them of the Public Hearing scheduled for January 14, 2021 at 7:00 p.m. at the Youngsville Community House to hear comments on a Zoning Map Amendment Application submitted by Wiggins Towns, LLC, to rezone a lot near the corner of Hicks Road and Cedar Creek Road (a portion of PIN 1853-92-4364) from Single-Family Residential-3 (SFR-3) to Mixed Use-1 (MU-1). Information was also provided on how to access the meeting electronically.
2. The Public Hearing Notice Sign was posted on December 23, 2020.

Erin Klinger
Planning and Zoning Administrator

TOWN OF YOUNGSVILLE PUBLIC HEARING ELECTRONIC MEETING NOTICE

The Youngsville Board of Commissioners will hold a public hearing at 7:00 p.m., or soon thereafter, on Thursday, January 14th, 2021. Please be advised that this meeting will be held electronically. Consequently, public participation in this meeting will be via electronic means only. Immediately below is the electronic meeting information.

If joining via Microsoft Teams, use the following link:

tinyurl.com/boc-2021-01-14

If joining via phone, use the following dial-in info:

Phone Number: **872-240-8002**

Conference code: **451 326 813#**

The Board of Commissioners will receive public comments on proposed amendments to the Youngsville Development Ordinance to rezone a lot located at 2045 Hicks Road, near the Corner of Hicks and Cedar Creek Roads (a portion of PIN 1853-92-4364) from Single-Family Residential-3 (SFR-3) to Mixed-Use-1 (MU-1). For more information, contact the Youngsville Planning Department at (919) 925-3401.

Citizens are welcome to attend the hearing electronically and provide comment. All persons requesting to speak during a public comment period must register in advance before 12:00 pm on the day prior to the meeting by calling town hall at (919) 925-3401 or by visiting the following website: tinyurl.com/Youngsville-comment. When requesting to register for a public hearing, persons must provide their name, physical address, comment topic, and the phone number used to dial-in to the electronic meeting. Registered persons will be recognized for comments in the order registered. The time limit for each speaker shall be five minutes.

Written public comments will also be accepted via U.S. mail, customerservice@townofyoungsville.org, and in-person at Town Hall until 24 hours before the public hearing. To conserve time, these written comments will not be read aloud during the meeting. Instead, they will be provided to board members for consideration and will become a part of official meeting minutes and the public record.

Full meeting agendas may be downloaded via the Town's website (townofyoungsville.org) by clicking on the "Government" link near the top-center of the home page.



ADJOINERS FOR PIN 1853-92-4364

PIN 1853-92-4364
JTM Properties LLC
1536 Carr Street
Raleigh, NC 27608

Applicant
Wiggins Towns, LLC
PO Box 610
Youngsville, NC 27596

PIN 1863-03-3135
Youngsville Academy Charter School
2045 Hicks Road
Youngsville, NC 27596

PINs 1853-93-9976 and 1863-03-2908
GF Moody Properties LLC
PO Box 926
Dunn, NC 28335

PIN 1863-04-5113
Stephens Glen Homeowners Association
PO Box 926
Dunn, NC 28335

PIN 1863-13-2983
Wiggins Towns LLC
PO Box 610
Youngsville, NC 27596

PIN 1863-14-3052
Sheryl Ritchie
807 Tarboro Road
Youngsville, NC 27596

PINs 1863-14-4023 and 1863-14-4003
Moss Investments LLC
154 Camping Creek Road
Franklinton, NC 27525

PINs 1863-14-3063 and 1863-14-3022
Winslow Holdings, LLC
PO Box 610
Youngsville, NC 27596

PIN 1863-14-3083
Moss Mason Investments LLC
4800 Burlington Mills Road
Rolesville, NC 27571

PINs 1863-13-2983, 1863-03-9728, 1863-03-9759, 1863-03-9769, 1863-03-9789, 1863-13-0709,
1863-13-0820, 1863-13-0853, 1863-13-0874, 1863-13-0894, 1863-13-1804, 1863-13-1824,
1863-13-1855, 1863-14-5055, 1863-14-5035, 1863-14-5014, 1863-14-4094, 1863-14,4084,
1863-14-4054, 1863-14-2071, 1863-14-2051, 1863-14-2031, 1863-14-2011, 1863-14-2000,
1863-14-1070, 1863-13-1929, 1863-13-1909, 1863-13-0989, 1863-13-0979, 1863-13-0948,
1863-14-0011, 1863-04-9081, 1863-04-9071, 1863-04-9051, 1863-04-9031, 1863-03-8953,
1863-03-8950, 1863-03-8859, 1863-03-8867, 1863-03-8865, 1863-03-8863

Wiggins Village, LLC
2550 Capital Drive
Suite 105
Creedmoor, NC 27522

Wiggins Village Phase II Neighborhood Meeting Minutes

On Thursday, October 29, 2020, a virtual meeting was held to inform neighbors of the proposed rezoning request for the parcel identified as PIN 1863-13-2950 and to share a preliminary plan that had been developed for the parcel. Mr. Christopher Lewis, a principal engineer with FLM Engineering, represented the developers and led the meeting. Also in attendance, were Michael Moss, the project land surveyor and an owner of Cawthorne, Moss and Panciera, PC, and Ms. Erin Klinger, the Planning and Zoning Administrator for the Town of Youngsville.

The neighbors notified of the meeting were those listed as adjoining property owners, and were included within the meeting notification package that was provided to the Town of Youngsville. Since the meeting was virtual, only the neighbors that spoke and identified themselves during the meeting are listed on the attached sign-in sheet; however, there were over 65 attendees.

The meeting started at 6:30 PM; however, the opening remarks were delayed until 6:35 PM so that attendees had time to call in.

At 6:35 PM, Mr. Lewis opened the meeting and informed the neighbors of its purpose. It was relayed to the neighbors that a rezoning request application had been submitted to the Town of Youngsville to petition for the rezoning of the subject property from Single Family Residential 3 (SFR-3) to Mixed Use 1 (MU-1), and that the petition for that request would be heard by the Town of Youngsville Planning Board at their next meeting on November 10, 2020.

In addition to the rezoning request, it was stated that a preliminary plan had also been submitted to the Town of Youngsville which depicted a newly proposed residential townhome subdivision, consisting of 70 units.

Mr. Lewis shared the preliminary plan PDF during via the virtual meeting, and described the layout. It was stated that the units would face a proposed interior street that would provide on-street parking and that the development would be served by Franklin County public water and sewer utilities.

Mr. Lewis then turned his attention to stormwater and relayed that stormwater and storm drainage would be addressed with a proposed stormwater control pond. A PDF exhibit depicting the natural drainage patterns was shared with the virtual meeting attendees, and it was relayed to the neighbors that based on publicly available LiDAR topography, that the natural drainage patterns generally traveled across the site to the southwest, which drains away from the neighboring Stephen's Glen subdivision to the north.

Mr. Lewis then turned his attention to vehicular access, and it was relayed that site access would be provided via a newly proposed public street south of the proposed development, which would connect to Hicks Road at the existing intersection of Hicks Road and Twigs Road. Another PDF exhibit depicting the proposed public roadway was shared with the virtual meeting attendees. Mr. Lewis relayed that it was anticipated that roadway improvements would be required along Hicks Road, although the extent of those improvements had not yet been determined. Mr. Lewis further explained that the newly proposed road would have a future stub connection at its westernmost point, which was required by the Town of Youngsville. Additionally, it was relayed that Innisfree Court was proposed to extend through the townhome subdivision, in order to provide connectivity, which was also a Town of Youngsville requirement.

Mr. Lewis then turned his attention to the proposed buffer yards and relayed that landscape buffers were proposed along the north and west parcel boundaries as required by the Town of Youngsville. It was relayed that the buffers were all "Type B Buffers", for which the standard is 25' but that there were areas in which the buffer yard width had been reduced to 17.5' with the addition of a proposed fence.

At this point, Mr. Lewis then turned the meeting over to the neighbors for question and comments. It was relayed that there were roughly 65 attendees of the meeting, everyone be respectful of any background noises, and to speak as clearly as they could. Additionally, Mr. Lewis requested that the neighbors clearly introduce themselves and provide their home addresses for the record. It was relayed that a record of the meeting had to be provided to the Town of Youngsville.

Below is a list of the concerns, comments and questions raised by the neighborhood meeting attendees along with any answers provided. Since many of the questions and concerns were echoed and repeated, the list below summarizes the concerns and comments and provides a count of how many times the concern was mentioned. Additionally, specific topics related to the general concerns and comments are listed as bullet points. All concerns and comments are listed first, with responses from Mr. Lewis or Ms. Klinger following. Finally, all direct questions and their responses are listed at the end.

1. Repeated Concerns/Comments - Traffic and Safety Concerns (11 Mentions)

- a. **Concerns surrounding pedestrian safety.**
- b. **Concerns surrounding vehicular traffic through Stephen's Glen caused by the proposed development.**
- c. **Concerns surrounding traffic along Hicks Road during school hours (due to Youngsville Academy) and how the proposed development would add to that.**
- d. **Concerns surrounding the difficulty to turn left or right onto Cedar Creek Road from Hicks Road.**
- e. **Concerns surrounding traffic on Cedar Creek Road and traffic congestion at the intersection of Tarboro Road.**
- f. **A comment was made that that the connection point to Innisfree Court was not a benefit and that it created headaches for the subdivision.**
- g. **A comment was made that they agreed the connection point to Innisfree Court was slated for thoroughfare but not for a multifamily project.**

2. Repeated Concerns/Comments - Stephen's Glen Community Pool (5 Mentions)

- a. **Concerns surrounding townhome residents accessing the Stephen's Glen pool when they are not allowed to do so.**
- b. **Concerns surrounding townhome residents trespassing onto Stephen's Glen private property. (2 Mentions)**
- c. **Concerns surrounding any injuries/deaths related to trespassing.**

- d. Concerns surrounding potential vandalism to the clubhouse from trespassers.
- e. Concerns surrounding liability issues if potential trespassers are injured.

3. General Concerns/Comments

- a. Concern that this “high density” project is not right for the area (2 Mentions).
- b. Concern that the proposed development would negatively affect surrounding property values (3 Mentions).
- c. A concern was brought up regarding quality of life and the erosion of that quality of life if this project was allowed (2 Mentions).
- d. A comment was made that something the developers could do is attempt to figure out a different second ingress into the community, that would not connect to Innisfree Court, and create a natural buffer.
- e. A concern that these townhomes are rentals, and that there will be no pride in ownership, and that they would not be maintained at the same standard as the homes in Stephen's Glen.
- f. A comment was made that the neighbors would not be as upset if this proposed development was of the same caliber homes (as Stephen's Glen) and would increase their property value.
- g. A concern was made that it seemed like the project was a ‘done deal’ and that the neighbors would have no say.
- h. A concern surrounding the stormwater issues, and that Stephen's Glen already has a storm drainage issue. It was commented that the stormwater runoff would not travel as Mr. Lewis anticipated. It was stated that a creek separates Stephen's Glen and the proposed parcel.
- i. It was stated that the HOA would be obtaining the services of an attorney.
- j. A comment was made that the neighbors would not be as upset if the project was a single-family neighborhood.
- k. A request was made to make sure the developers know the sentiments of the neighbors.
- l. A comment was made that if rental properties were existing neighbors that they would have never purchased within the Stephen Glen subdivision.
- m. A comment was made that the developer should come back with other alternatives layouts. Perhaps a lower density, higher quality project.
- n. A comment was made that the traffic that is already occurring on Cedar Creek, Hicks and Main Street, that the additional townhomes are going to

make an impact, but isn't going to make as much of an impact as the other projects that are being built, and that this is a microcosm of a bigger issue.

Concern and Comment Responses:

- Mr. Lewis attempted to address some of the above concerns surrounding traffic. Mr. Lewis reiterated that the development proposed a street to the south of the neighborhood, and that the intent of that street is to alleviate any potential traffic that would be traveling through the neighborhood. It was Mr. Lewis' opinion that the townhome traffic would likely utilize the proposed street south of the townhome neighborhood in order to reach Hicks Road versus traveling through the Stephen's Glen neighborhood just to reach the same road. Regarding the connection point to Innisfree Court, Mr. Lewis relayed that the connection point was being made to a stub road that was previously stubbed out. The Town of Youngsville requires connection to the stubs. Mr. Lewis also pointed out that as Stephen's Glen only has a single entrance, that this connection would provide another access point for the residents of Stephen's Glen, which may subjectively be a benefit for the neighborhood.
- Ms. Erin Klinger interjected to clarify that the Stephen's Glen subdivision was within the Town of Youngsville ETJ, after several statements had been made that it was not within the town limits.
- Mr. Lewis attempted to address the stormwater and storm drainage concerns. Mr. Lewis reiterated that the publicly available LiDAR topography was draining away from Stephen's Glen and there should not be any issues.
- Mr. Lewis asked the neighbors if there was anything that the developer could do to get the Stephen's Glen community on board with the development. Mr. Lewis mentioned that a comment was made earlier in the meeting about the possibility of not connecting the proposed development to Innisfree Court. Mr. Lewis stated that the suggestion could be brought to the Town of Youngsville but that it would ultimately be their decision.
 - **The neighbor's response was that the Stephen's Glen community does not want the development at all.**
- Mr. Lewis assured the neighbors that this was an informational meeting, that it was not a "done deal" and explained again that the meeting was for preliminary conversations and that there had to be a starting point.

4. Specific Project Questions

a. Is Innisfree Court going to connect?

Mr. Lewis stated that yes, a connection is required by the Town of Youngsville.

b. Are there any plans to ease the traffic? Any new road widening? New stop lights?

This question was answered at a later point in the meeting, but Ms. Klinger stated that traffic improvements would be determined after rezoning approval and during the developer agreement phase.

- c. Is there going to be a roadway bypass installed to assist with traffic?**
Ms. Klinger responded that no bypass was proposed at this time.
- d. What number of dwellings or units trigger a traffic study in the Town of Youngsville?**
Mr. Lewis stated that he was not sure and that he would have to ask the Town of Youngsville.
- e. Why did Innisfree Court need to be a connection point?**
Mr. Lewis stated that as an existing stub road, the proposed development is required to connect by the Town of Youngsville.
- f. What is the price of these townhomes?**
This question was unanswered during the meeting.
- g. Is the meeting on the November 10th with the town of Youngsville a public meeting?**
Ms. Klinger stated that the meeting on November 10th is a public meeting and there will be a public comment period. That meeting is the Planning Board meeting, and that board provides the recommendations for the Board of Commissioners. The Board of Commissioners will provide the final vote in December, and the public is welcome to comment at that meeting as well.
- h. Is the Board of Commissioners meeting where we would share our concerns if the developer is unable to alleviate our concerns, that is where we would voice our opposition?**
Ms. Klinger stated that was correct. The Board of Commissioners meeting would be the place to voice concerns.
- i. Are there any plans for any infrastructure to deal with all of this additional traffic?**
Ms. Klinger stated that at this time there was not because this project was in the preliminary phases. The rezoning process would come first, and then any improvements would be taken care of during the development agreement phase after plan approval.
- j. We already have so many homes on Hicks Road and there is another housing development past Hidden Lake, and we really need some type of infrastructure to help deal with traffic. Is anything being done?**
Ms. Klinger stated that she understands the concern, but that anything north of Stephen's Glen and on the east side of Hicks road is not in Youngsville jurisdiction. The best place to voice those concerns is with the county or NCDOT. Typically, NCDOT is the one who determines whether or not a traffic study would need to be done. They would make the determination on what improvements would be required.
- k. What is happening with the athletic fields?**
Another meeting attendee stated that the property had been purchased by Youngsville Academy. Ms. Klinger confirmed that it is a high school development.

- l. In regards to the Franklin County water allocation issues and the ongoing lawsuit with developers, how does Franklin County proposed to service 70 additional homes?**

Mr. Lewis stated that Franklin County currently has an allocation process, where would apply for water allocation for the units. Currently the allocation only allows for 50 units per year, so the project would need to be phased.

- m. Is this neighborhood meeting a decision-making meeting?**

Mr. Lewis stated that this neighborhood meeting is an informational meeting for the purpose of obtaining the neighbor's opinions and comments.

- n. How is it acceptable that you are only giving us only 10 days' notice of a zoning meeting that they will approve this?**

Ms. Klinger interjected to state that the meeting on November 10th is just for the Planning Board. The Planning Board makes recommendations to the Board of Commissioners. The Board of Commissioners would make the final decision, and the meeting is not until December.

- o. Does the developer own the land currently?**

Mr. Lewis stated that the land is not currently owned by the developer.

- p. Can you provide clarification? This land was sold to Youngsville Academy, and I wonder how a sliver of land was left. Additionally, who is the seller of that parcel?**

Mr. Lewis stated that Jim Moss owns the land currently. A portion of his land was sold to Youngsville Academy (roughly 15 acres) but that Jim Moss retained the subject tract that is being presented for rezoning.

- q. This project will go all the way to Hicks Road, is that correct?**

Mr. Lewis stated yes, that was correct.

- r. Is the new portion of Twigs Road what will cross where the soccer field is now?**

Mr. Lewis stated yes, that was correct.

- s. There is no way that they would not be able to extend Twigs Road, correct?**

Mr. Lewis stated this was a preliminary plan, but right now, now there would be no way they could not provide the proposed road south of the development.

- t. Was Youngsville Academy by chance informed of this new development that was up against their purchased land?**

Mr. Lewis stated yes, Youngsville Academy was made aware.

- u. Can you tell me who currently owns the townhouses that are across the street?**

Mr. Lewis stated that Wynn Holdings owns the townhomes across the street. Mr. Lewis stated that Wynn Holdings is the builder.

- v. When is the closing date of the purchase of the land?**

Mr. Lewis stated that the closing date would be pending approval of this plan and rezoning of the parcel.

- w. **Is there an option for the developer to have a secondary egress through the high school like it does currently on Phase 1 through the middle school?**

Mr. Lewis stated that the school's plan hasn't been developed yet. So that was something that could potentially happen, but it would depend on the school's proposed layout.

- x. **Why would this community need a second egress, when we only have one entrance and exit for this entire neighborhood (Stephen's Glen)?**

Mr. Lewis stated that it wasn't as much as the project needs a second egress, but typical development practices dictate that you connect to existing stub roads. Mr. Lewis stated that he thought the subdivision could simply utilize the proposed access road to the south of the development, and access Hicks Road from there, eliminating the Innisfree Court connection. That decision would be in the hands of the Town of Youngsville.

- y. **What is the purchase price of the land?**

Mr. Lewis stated that he was unaware of the purchase price.

- z. **Is the entire 150 acres up for sale?**

Mr. Lewis stated that it was just this parcel and the parcel that the school purchased.

- aa. **Is there a Wiggins III project?**

Mr. Lewis stated that there was not currently a Wiggins III project that he is aware of.

- bb. **Is there a zoning map?**

Ms. Klinger stated that yes, there was a zoning map on the Town of Youngsville's website.

- cc. **(Question directed to Erin) Will you be informing the folks in the planning committee of what transpired in this meeting?**

Ms. Klinger stated that was correct, she has to prepare a staff report.

- dd. **(Question to Erin) Is there going to be any bypass in the future to divert the traffic out of town?**

Ms. Klinger stated the Town was working on it. There is a bypass in their comprehensive plan, but the issue is a lack of funding. The town has been working with developers and are trying to get them to build it because there is no funding from NCDOT at the moment.

- ee. **(Question to Erin) Traffic is terrible currently, how is adding more homes and more apartments, and the town doesn't haven't any plan to deal with all of this group. Are they planning on the taxes from new development to pay for it?**

Ms. Klinger stated that was not correct. That majority of the roads running through the town are NCDOT maintained, and anything like traffic lights and road widening are not within the towns control.

ff. (Question to Erin) Correct me if I'm wrong, but in order to trigger the traffic study at cross and main, that was part of the reason that Nassau Street was closed, because a lot of people were coming through Nassau Street, but when NCDOT did a traffic study, they did not see the amount of traffic because Nassau Street was not closed. So now that Nassau Street has closed a new traffic study has been triggered which would potentially increase the speed of the bypass construction?

Ms. Klinger stated that she believes that was the case but that the town administrator was more involved with those conversations.

**TOWN OF YOUNGSVILLE
PLANNING BOARD VIRTUAL MEETING
Microsoft Teams Teleconference
December 1, 2020
6:00 PM**

Chairman Mark Hurt called the meeting to order at 6:00 PM.

In attendance were Chairman Hurt; Members Scott Anderson, Robert Martin, Keith Tew, and Ben Rupert; Planning and Zoning Administrator Erin Klinger; and Planning and Zoning Officer Bob Clark. Vice-Chairman John Cyrus and Town Administrator Phil Cordeiro were not present.

Chairman Hurt then requested a motion to approve the Minutes prepared of the Planning Board meeting held on November 10, 2020. Without further discussion, the following motion was made by Member Ben Rupert, seconded by Member Keith Tew, and unanimously carried.

MOTION: The Minutes of the Planning Board meeting held on November 10, 2020, are approved, as presented.

The next item on the Agenda was the public comment period. Ms. Klinger reviewed procedure. She stated that Chairman Hurt would recognize speakers in the order they had signed up to speak. Since speakers were limited to five minutes each, for a total of thirty minutes, she mentioned that they would be timed and alerted when their time was up. She added that if there was still time left over after the last person spoke, she would run through the list of phone numbers of those who were on the call to see if anyone additional wished to speak. She explained at all participants would be muted until it was their turn to speak and that they would need to press *6 on their phones to unmute themselves or hit the unmute button if dialed in via Microsoft Teams. Ms. Klinger advised everyone to keep their microphone muted to ensure that the proceedings remained courteous. She also noted that if participants wished to speak during the public comment period at future meetings, including January's Board of Commissioners meeting, they would need to sign up in advance. Ms. Klinger concluded her remarks and informed Chairman Hurt that he could begin going through the list.

The first two enrollees, Mr. Harry Scoggins of 220 Paddy Lane and Ms. Kimberlee Languasco of 120 Stephens Way, were not yet available to speak. A representative for Mr. Scoggins stated he would not be home for approximately half an hour, and Ms. Klinger informed them that the public comment period would likely be over by that point but that they could circle back at the end of the item and see if Mr. Scoggins was on the call. Mr. Brad Holliday of 50 Paddy Lane spoke on behalf of the Stephen's Glen Homeowners' Association. He stated that there were five main reasons the residents did not support the rezoning petition before the Planning Board that evening. These included traffic and safety, flooding, property values, concerns over trespassing, and the proposed fence. He stated that Hicks and Cedar Creek Roads already saw heavy traffic, and this would only get worse once Youngsville Academy was back in session. He also expressed concerns regarding ongoing flooding in the subdivision and thought that this new development would only exacerbate existing issues. He added that the residents worried their property values would decrease if a townhome development was built in their backyard. They

were also concerned that residents of the townhome property would trespass at the Stephen's Glen clubhouse, using the swimming pool and other amenities they did not pay for. Mr. Holliday finished by expressing concerns over the type of fence that would be installed between the townhome development and the Stephen's Glen property.

Mr. Curtis White of 762 NC Hwy 96 East was not available for comment. Ms. Kelly Osborne of 145 Paddy Lane was the next to speak. She agreed with Mr. Holliday's comments. She observed that the number of townhomes and the number of parking spaces in the proposed development did not seem to mesh with one another. She was concerned that residents or visitors at the townhome development would park at the Stephen's Glen clubhouse and walk to their residences. Ms. Osborne concluded by reiterating Mr. Holliday's concerns about flooding. Since Ms. Osborne was the last person signed up for the public comment period, Chairman Hurt returned to the top of the list. Mr. Scoggins still was not available. Ms. Kimberlee Languasco, of 120 Stephens Way, expressed her concerns over the type of fencing that the applicants were proposing and questioned what type of barrier would be installed at the stubout of Innisfree Court. She echoed Mr. Holliday's and Ms. Osborne's concerns about the flooding potential and the traffic issues.

Following Ms. Languasco's comments, Ms. Klinger read through the list of people participating in the call to see if any of them wished to make a comment. Mr. Dave Bower was the first to speak and shared similar concerns about the flooding potential and about the type of fencing that would be installed between the townhome development and Stephen's Glen. Ms. Debbie Smith agreed with the concerns over infrastructure, and Mr. Dennis Shipley echoed those concerns as well. Several of the residents expressed a desire for some sort of natural barrier or buffer between the townhomes and Stephen's Glen in addition to the fence the developers had proposed. Ms. Lynette Pierce was the final resident to speak and she reiterated the previous concerns over traffic, water, and drainage.

The next item on the Agenda was consideration of an application and recommendation to the Board of Commissioners for a Petition for Zoning Amendment for property located on Hicks Road (a portion of PIN 1853-92-4364) to rezone the property from Single-Family Residential-3 (SFR-3) to Mixed Use-1 (MU-1) for purposes of locating a new townhome development. Ms. Klinger introduced the item. She stated she and Mr. Clark had met with the developers at the end of August to discuss the proposal. The developers intended to locate Phase Two of the Wiggins Townhomes development on the subject property, as Phase One was currently located across the street. Ms. Klinger mentioned that the developers held a neighborhood meeting on October 29, at which several concerns were voiced by residents in the surrounding neighborhoods, including Stephen's Glen. These concerns were taken into consideration and changes were reflected in the revised preliminary plan she had included in the Planning Board's packet. She interjected that there was a representative for the developer on the call that evening and asked Mr. Christopher Lewis of FLM Engineering if he had anything to add.

Mr. Lewis thanked Ms. Klinger for the introduction. He reiterated that a neighborhood meeting was held at the end of October during which Stephen's Glen residents expressed concerns, similar to what the Planning Board had heard that evening. He summarized some of those concerns and addressed how the developers had adjusted their proposal in response to the comments heard at the neighborhood meeting. Chief among the complaints were issues

regarding traffic and safety. Mr. Lewis mentioned that while NCDOT was not going to require a full traffic impact analysis for this project, they would be conducting a signal warrant analysis at the intersection of Hicks and Cedar Creek Roads to see whether a stoplight needed to be installed. The residents of Stephen's Glen also took issue with the proposed connection from the townhome development to Stephen's Glen via Innisfree Court. Mr. Lewis pointed out that that connection had been removed from the plans and that the developers were now also proposing to install a fence between the two developments so as to further eliminate trespassing concerns. In response to concerns over drainage and flooding, Mr. Lewis revealed that contour lines showed water flowing from north to south away from the Stephen's Glen community rather than towards it.

Ms. Klinger thanked Mr. Lewis for his comments. She continued her staff report, stating that the subject property was bounded by SFR-3 zoning on all sides except the east and south, all of which were compatible with the proposed zoning. She added that MU-1 zoning also provided a good transition between the SFR-3 zoning to the north and the CIV-zoned property to the south where Youngsville Academy would be locating their new high school. She also stated that this did not constitute spot zoning as there were other residential developments in the area.

In response to some of the residents' concerns, and echoing several of Mr. Lewis's comments, Ms. Klinger stated that the plans showed a minimum 25-foot wide Type "B" buffer was required between the subject parcel and any adjacent parcels zoned SFR-3 so as to provide proper screening from this use. She pointed out that the proposed fence may not exceed eight feet in height and must be made of decorative materials in lieu of wire fencing. She reiterated Mr. Lewis's comments that NCDOT was not requiring a traffic impact analysis due to the low number of units proposed, and she mentioned that as there would likely be another apartment complex going in at the corner of Hicks and Cedar Creek Roads, the district engineer for NCDOT suggested the developers of the two projects discuss conducting a joint signal warrant analysis for that intersection.

Ms. Klinger concluded by stating that the rezoning request was consistent with both the Comprehensive Land Use Plan and the Future Land Use map. She declared that planning staff supported the requested due to its consistency with the aforementioned documents and because the proposed zoning is harmonious with the existing zoning of the surrounding parcels. She added that the Board of Commissioners would be holding a public hearing on this matter in January and asked the Planning Board members if they had any comments or questions.

Chairman Hurt thanked the residents of Stephen's Glen for their input. He affirmed that the Planning Board had worked very hard on drafting both the comprehensive plan and the development ordinance. He mentioned that those meetings had been open to the public for them to provide comment on the new regulations. Chairman Hurt stated that if staff said the rezoning is consistent with the comprehensive plan and future land use map, the board needs to follow their guidance.

Member Tew echoed Chairman Hurt's thanks and said he appreciated the public's participation. He mentioned that he visited the Stephen's Glen subdivision and recognized that it was quite a large subdivision with at least one hundred lots. He observed that there are two residential lots, along with the clubhouse, that border the subject property, adding that if one were to look at the

overall parent tract, there were twenty lots plus the amenities that border the larger tract. Of those twenty lots, so far only one house has been built, which Mr. Tew saw as a notable consideration for the Planning Board. He saw three recurring themes in the public comments: traffic, flooding, and water and sewer. He reiterated that as the roads are state maintained, it would fall under the purview of NCDOT as to whether a traffic study was required. He added that traffic studies typically come up as a condition after a preliminary plan is approved. He stated that traffic problems are not unique to this townhome development and added that any potential traffic issues could be worse if the parent tract was built out as currently zoned. Mr. Tew also agreed with the project engineer regarding the flooding concerns. The site does generally drain in a southwesterly direction and would appear to present no flooding issues to the Stephen's Glen subdivision. He noted the developers showed a stormwater management device on the site plan, which meant they must attenuate flows to the pre-developed condition. Lastly, Mr. Tew brought up Franklin County Public Utilities. He conveyed that they allocate water in fifty unit-per-year increments so they can control the rate at which projects are built out so that existing customers are not adversely impacted. He reiterated that he appreciated the citizens participating that evening.

Member Anderson also thanked the residents for joining and voicing their concerns. He mentioned his initial concerns were also the flooding potential and the issues with source water, adding that he was not as concerned over the type of fence, as he did not think it was meant to be a security fence. He said traffic is an ongoing issue in the area since the town was experiencing rapid growth. The county and state were monitoring the situation and knew that growth was happening faster than anyone was prepared for. He added that while changes were not required for this specific project, he believed the issues would get addressed in due time. He said that, based on the project engineer's comments, it sounded like the concerns voiced during the neighborhood meeting had been addressed by the developer. It seemed to him that the developer had done everything they could to not only meet but exceed the requirements that would be necessary to address the neighbors' concerns. Given the fact that these issues had been addressed in a positive, proactive way spoke volumes to the intent of the developer. He echoed Chairman Hurt, Member Tew, and Mr. Lewis's comments.

Chairman Hurt asked if any of the other members had comments. Member Rupert stated that everything in his notes had been addressed, so he did not need to belabor the issue further. Chairman Hurt asked planning staff what the Board's options were that evening. Ms. Klinger responded that the Board could either recommend approval of the petition or recommend denying it and asked Mr. Clark to confirm that this was correct. Mr. Clark added there were two parts to considering the rezoning: consistency with the town's 2040 plan for the overall zoning in the area and a recommendation for approval or denial. If the recommendation were to deny, it would be incumbent upon the Planning Board to refer to the comprehensive plan and indicate which portions were not consistent with it, or, if they felt it was consistent, any other reasons why they would not recommend the rezoning. Mr. Clark said it's helpful for the Board of Commissioners to understand the Planning Board's thinking, which would certainly be reflected in the actions they took that evening as well as the minutes of the meeting, including the staff reports and the comments they would hear from the public. He reiterated that tonight was an opportunity for the Planning Board to make that recommendation. Chairman Hurt questioned whether the applicants had met all the requirements of the comprehensive plan and both Ms. Klinger and Mr. Clark responded that this was indeed the case. Mr. Clark added the site-specific

details of the concept plan were a separate matter that may be continued to be studied. Ultimately, if the rezoning is approved, those plans could move forward. Chairman Hurt asked what the opinion of the Planning Board was and whether they had a motion to approve or deny the rezoning. Mr. Tew said that he kept hearing the project referred to as rental property. In his experience, townhomes were ownership properties and he asked if that was true in this case. He said the proposed rental rates for this project exceeded that of a typical mortgage payment. Ms. Klinger replied that it was her understanding that they would be rental townhomes. Mr. Clark added that the project would also involve the recording of a plat that would enable the units to be sold individually or rented. For example, the County's tax mapping website showed the lots across the street as individually owned. He observed that any houses or townhomes could be rented and that it would be up to the owners of the development whether those lots were rented or owned individually. Mr. Tew thanked Mr. Clark for his feedback. Mr. Anderson asked if the motion they were making had anything to do with what was being built other than that they were recommending the zoning be allowed to change. Ms. Klinger responded that this was correct, adding that if the rezoning was approved by the Board of Commissioners, there would be additional meetings for the development agreement to approve the plan itself. Mr. Anderson thanked Ms. Klinger for the clarification.

Chairman Hurt again asked for a motion from the Planning Board. Member Anderson made the following motion, which was seconded by Member Tew and unanimously carried:

MOTION: To accept the planning staff report and recommend the Board of Commissioners approve the requested rezoning of the applicant's property from SFR-3 to MU-1 because: (1) the zoning map amendment is harmonious with the surrounding zoning in the area and (2) the proposed amendment is consistent with several of the goals of the Town Plan 2040 – Comprehensive Land Use Plan, among them "Plan for Growth".

Chairman Hurt turned everyone's attention to the next item on the Agenda, a continued discussion of Youngsville Development Ordinance Sections 9.2-2(A)(6) and 9.3-2(A)(5), mass grading and crawlspace construction techniques. Ms. Klinger mentioned that, in her research, she had difficulty finding other jurisdictions whose ordinances addressed the issues in question. She disclosed that the draft text amendments included in the Planning Board's packet were borrowed directly from Apex's ordinance, which she knew had been mentioned in their previous discussions, with additional language included from Knightdale's. The amendments would allow mass grading only under certain conditions and would permit slab foundations only if they were turn-down slabs as had been discussed previously. Applicants would now also be required to submit a land disturbing and erosion control plan that would lay out how stormwater would be handled on site, the existing and proposed grades, any required erosion control measures, the limits of disturbance, offsite drainage, and any stockpile areas. Grading would also be allowed to be staged. Ms. Klinger explained all the provisions she just mentioned would apply to single-family housing, duplexes, and townhomes. She informed the Planning Board that they were welcome to vote on the draft amendments that evening, but that she thought they would rather discuss what she had drafted first and see if there was any language they would like her to change.

Member Tew told Ms. Klinger he appreciated her putting the draft amendments together for the Board and said he thought it was best not to put them to a vote that evening. He asked her to

clarify the difference between Sections 2.14(A) and 2.14(B), the difference between mass grading and staged grading. He said it appeared that all the subpoints were the same except that section 2.14(A) also had number 7 and 8 subsections, which required additional landscaping and tree save areas. Mr. Tew wanted to confirm what the distinction was between the two outside of the two bullet points he mentioned. Ms. Klinger expressed that that was a good question and she was not quite sure of the difference. She added that she was in a bit of a rush putting together the packet during the short Thanksgiving week, and thanked Mr. Tew for pointing it out, adding that one of the reasons they were having this discussion was to receive feedback so they could fine-tune the draft. Mr. Tew responded that this was understandable. He then brought up the provision in Article 9 that read "No slab on grade foundations are permitted. Foundations around the principle structure shall be fully enclosed." He asked if that verbiage exclude crawlspace construction from being acceptable, as he did not believe that to be the Board's intent. Ms. Klinger answered that the wording did not specifically disallow crawlspace construction, but that she could add language to Mr. Tew's point stating that crawlspaces are still permissible. Lastly, Mr. Tew recalled that someone at their last meeting had said that maybe a threshold for allowing mass grading could be a function of the lot density. He asked if Apex or Knightdale had any provisions in their codes that would tie mass grading to lot density or zoning threshold. Ms. Klinger responded that they did not. The only portion she saw that addressed that issue was the part that said mass grading cannot exceed twenty acres per stage. She added that all of Article 2 that was newly drafted came directly from Apex's code. Mr. Tew said he brought that up for consideration because some of the subdivisions in Youngsville have Franklin County water but not sewer, meaning they have septic systems, which automatically called for larger lots. Therefore, the concept of crawlspace construction becomes more valuable with larger lots as opposed to smaller ones.

Ms. Klinger told Mr. Tew she appreciated his feedback. Mr. Tew remembered that Mr. Clark previously mentioned that the crawlspace requirement was intended for the downtown district and asked if that was still something the town wanted to preserve. Mr. Clark said that requirement was not included in the ordinance specifically for that district, but that it would have been a primary consideration for infill development on vacant lots. The thought was there was already established grades and topography in the area around the downtown. He thought the other consideration was that there was some concern about the potential for mass grading to overwhelm the capability of the various systems that handle drainage. He thought the draft did address some of those issues. He also said that at the time the ordinance was originally drafted, the town did not yet have much experience with large-scale developers and the thought was to try to replicate some of the existing housing patterns in the area. He recalled there was not a cost-benefit or financial impact assessment done in terms of the effect these provisions might have on the price of housing. He mentioned the town did have some issues with slab construction in a few locations where yard flooding was problematic but that that was not the case everywhere.

Chairman Hurt asked if there were any more comments from the Planning Board. He inquired as to whether they wanted to table the discussion on the Youngsville Development Ordinance requirements for mass grading and crawlspaces. Ms. Klinger acknowledged that that was the general consensus. She added she would revise the draft to accommodate the comments she had heard from the Board that evening and then would bring the draft back before the Board for a vote at January's meeting. Mr. Clark told the Planning Board to make sure they took a look at the exemptions included in the draft, which would allow for single-family residential grading as well

as traditional neighborhood developments. He added that he was not sure if that language was specifically in the ordinance but explained that traditional neighborhood developments typically had more raised foundations. Mr. Tew asked Mr. Clark to elaborate on what a TND was. Mr. Clark gave the example of Seaside, Florida, a styled development where the homes are typically closer to the street and sidewalks were often found on both sides of a street. There oftentimes will be an alley or a common area to the rear of the homes and garages are usually set back substantially more. He added that NCDOT had recognized traditional neighborhood developments for their planning purposes as well, allowing somewhat narrower streets that would slow down traffic. Ms. Klinger informed Mr. Tew that there was more information in the latter part of Article 8 of the YDO that spoke to what exactly a TND would look like.

Chairman Hurt asked if there were any more comments. Mr. Clark asked if the Planning Board's intention was to table the discussion or to continue the matter to the next meeting. Chairman Hurt asked if this would need a motion. Mr. Clark responded that that would be the case either way. Ms. Klinger replied that the board did wish to continue the discussion at their next meeting. Chairman Hurt said they would use that verbiage to continue the discussion at the next meeting and Mr. Clark again said this would need a motion. Without further discussion, the following motion was made by Member Tew, seconded by Member Martin, and unanimously carried:

MOTION: To continue the investigation of Youngsville Development Ordinance Sections 9.2-2(A)(6) and 9.3-2(A)(5) and refine the draft.

Following the vote, Chairman Hurt solicited comments from the Planning Board. Mr. Tew asked if Member Rupert had to recuse himself on the vote four item four as he did not hear Mr. Rupert vote. Ms. Klinger confirmed that Mr. Rupert had voted and stated he did not have to recuse himself from the matter. When there were no other comments, Chairman Hurt asked for staff to provide the Around-the-Town report. Ms. Klinger said that, at a future meeting, they would have a rezoning petition and a development agreement for the apartment complex she mentioned earlier in the meeting. This complex would be located at the corner of Hicks and Cedar Creek Roads and would move forward pending approval of the annexation petition as the parcel was currently under county jurisdiction. She added it looked like the text amendments would be heard at January's meeting. She recalled that she had mentioned the Main Street project at last month's meeting and disclosed that unfortunately NCDOT had instructed the town to pull the advertisement for construction due to changes in the project scope. The town hoped the construction bid phase would be back underway by late winter or early spring. She also mentioned she would be having knee surgery the following week and would be away from her email and phone from the 10th through the 15th and would be working remotely for several weeks after that. Finally, she added that she hoped everyone had a great holiday season. Ms. Klinger asked Mr. Clark if he wanted to add anything. He said Ms. Klinger had been involved in most of the development activities and mentioned the Board would be hearing more later about the Northeast Area Study, emphasizing that traffic was one of the key considerations of this study.

Chairman Hurt thanked the Planning Board for listening to everyone's opinions that evening and hoped that everybody was staying safe. He wished everyone a merry Christmas and adjourned the meeting at 7:49 pm.



Town of Youngsville

Memorandum

To: Youngsville Board of Commissioners
From: Erin Klinger, Planning and Zoning Administrator
Date: January 6, 2021
Re: Consider a development agreement #DA-201221 for a 71-unit townhome development on Hicks Road
Encl: (1) Development Agreement
(1) Preliminary Plan

Item: A public hearing is scheduled in consideration of an application #DA-201221 filed by Wiggins Towns, LLC to construct a 71-unit townhome development on a lot located on Hicks Road, near the corner of Hicks and Cedar Creek Roads (a portion of PIN 1853-92-4364). Attached are copies of the draft development agreement and the preliminary plan.

Surrounding Land Uses and Zoning:



Background Information:

Wiggins Towns, LLC has submitted an application to enter into a development agreement with the Town of Youngsville to facilitate the construction of a 71-unit townhome development in the northeastern portion of the town's extra-territorial jurisdiction (ETJ). The agreement is for approximately 6.6 acres adjacent to the Stephen's Glen subdivision. The site is generally located west of Hicks Road and north of Cedar Creek Road.

A development agreement is a voluntary contract between a local jurisdiction and a person/corporation who owns or controls property within the jurisdiction, detailing the obligations of both parties and specifying the standards and conditions that will govern development of the property. The agreement guarantees a property owner the right to develop a defined project for a specified period of time subject to the terms of the agreement. It provides regulatory certainty, establishes a schedule for development, coordinates the provision of any public facilities, and improves management of environmentally sensitive lands, if present.

Although the agreement is voluntary, once made it is binding on the parties and their successors. Such an agreement is attractive to the developer of a long-range project in that it provides assurances that the development regulations that apply to the project will not change during the term of the agreement. The agreement can also be advantageous to the Town in that it may ensure a specific level of development, mitigate project impacts, define project phasing, and coordinate timing of public improvements. The allowable land uses in the agreement must be consistent with the Youngsville Development Ordinance.

The site for the proposed development will be within the Mixed Use-1 (MU-1) District and development will be subject to the standards of the MU-1 District and requirements of the Youngsville Development Ordinance. Wiggins Towns, LLC is proposing to develop a 71-unit townhome project, constructed over a two-year period, with the option of reasonable extensions in the event development becomes economically unfeasible.

Planning Board Statement of Plan Consistency and Recommendation:

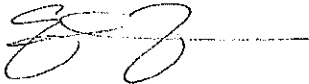
During its January 5, 2021 regular meeting, the Planning Board voted unanimously to recommend approval of the development agreement with the following conditions: (1) that the approval of the development agreement be contingent on the approval of the concurrent rezoning petition. They stated the following in their motion: (1) the request to establish a development agreement is governed by the statutory requirements of the North Carolina General Statutes, Chapter 160D, Article 10, and the Town of Youngsville Development Ordinance; (2) the preliminary plan in Exhibit B complies with the requirements of the Youngsville Development Ordinance; and (3) the proposed development agreement is consistent with several of the goals of the Town Plan 2040 – Comprehensive Land Use Plan, among them “Plan for Growth”.

Staff Recommendation:

This request to establish a development agreement is governed by the statutory requirements of the North Carolina General Statutes Chapter 160D, Article 10, and the Town of Youngsville Development Ordinance.

At the time this report was prepared, the Planning Department and the Town Attorney's Office were working with the applicant to finalize the agreement. Due to the complexity of a development agreement, various provisions of the attached document may need further revision; however, sufficient details, as to the type of development planned, have been provided such that the Department supports this request and recommends forwarding the application to the Board of Commissioners for approval.

Sincerely,

A handwritten signature in black ink, appearing to be the initials 'EJ', followed by a horizontal line.



Town of Youngville

Post Office Box 190, Youngville, North Carolina 27596

Phone: 919.925.3401 | Fax: 919.925.3402

January 11, 2020

RE: Development Agreement, Wiggins Townhomes Phase 2

1. A Public Hearing Notice was sent to adjoining property owners (see attached list) on December 23, 2020, to inform them of the Public Hearing scheduled for January 14, 2021 at 7:00 p.m. at the Youngville Community House to hear comments on a Development Agreement submitted by Wiggins Towns, LLC, to construct a 71-unit townhome development on a lot located on Hicks Road, near the corner of Hicks and Cedar Creek Roads (a portion of PIN 1853-92-4364). Information was also provided on how to access the meeting electronically.
2. The Public Hearing Notice Sign was posted on December 23, 2020.

Erin Klinger
Planning and Zoning Administrator

TOWN OF YOUNGSVILLE PUBLIC HEARING ELECTRONIC MEETING NOTICE

The Youngsville Board of Commissioners will hold a public hearing at 7:00 p.m., or soon thereafter, on Thursday, January 14th, 2021. Please be advised that this meeting will be held electronically. Consequently, public participation in this meeting will be via electronic means only. Immediately below is the electronic meeting information.

If joining via Microsoft Teams, use the following link:

tinyurl.com/boc-2021-01-14

If joining via phone, use the following dial-in info:

Phone Number: **872-240-8002**

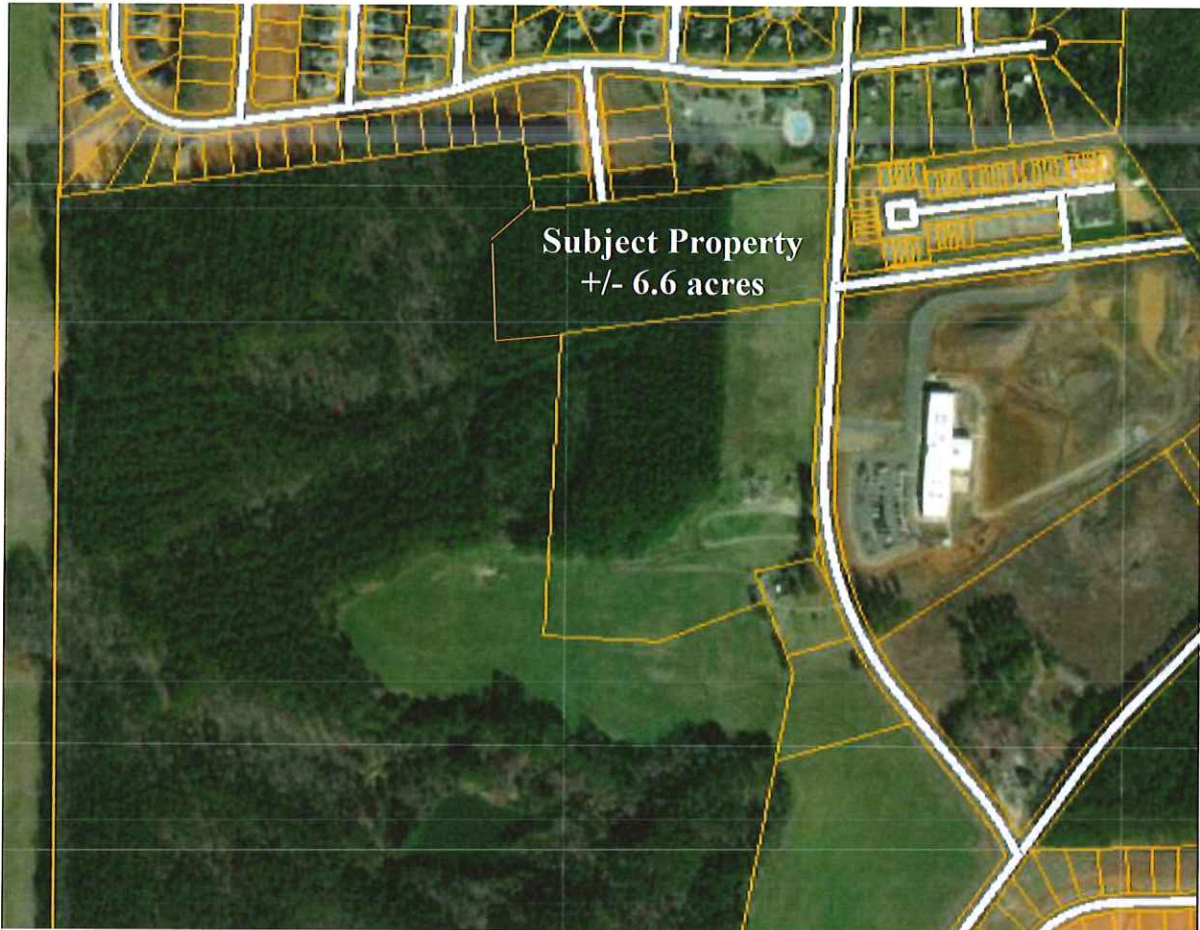
Conference code: **451 326 813#**

The Board of Commissioners will receive public comments on a development agreement for a lot located on Hicks Road, near the Corner of Hicks and Cedar Creek Roads (a portion of PIN 1853-92-4364) for a proposed townhome subdivision development. A copy of the development agreement and associated materials is on file at Youngsville Town Hall. For more information, contact the Youngsville Planning Department at (919) 925-3401.

Citizens are welcome to attend the hearing electronically and provide comment. All persons requesting to speak during a public comment period must register in advance before 12:00 pm on the day prior to the meeting by calling town hall at (919) 925-3401 or by visiting the following website: tinyurl.com/Youngsville-comment. When requesting to register for a public hearing, persons must provide their name, physical address, comment topic, and the phone number used to dial-in to the electronic meeting. Registered persons will be recognized for comments in the order registered. The time limit for each speaker shall be five minutes.

Written public comments will also be accepted via U.S. mail, customerservice@townofyoungsville.org, and in-person at Town Hall until 24 hours before the public hearing. To conserve time, these written comments will not be read aloud during the meeting. Instead, they will be provided to board members for consideration and will become a part of official meeting minutes and the public record.

Full meeting agendas may be downloaded via the Town's website (townofyoungsville.org) by clicking on the "Government" link near the top-center of the home page.



ADJOINERS FOR PIN 1853-92-4364

PIN 1853-92-4364
JTM Properties LLC
1536 Carr Street
Raleigh, NC 27608

Applicant
Wiggins Towns, LLC
PO Box 610
Youngsville, NC 27596

PIN 1863-03-3135
Youngsville Academy Charter School
2045 Hicks Road
Youngsville, NC 27596

PINs 1853-93-9976 and 1863-03-2908
GF Moody Properties LLC
PO Box 926
Dunn, NC 28335

PIN 1863-04-5113
Stephens Glen Homeowners Association
PO Box 926
Dunn, NC 28335

PIN 1863-13-2983
Wiggins Towns LLC
PO Box 610
Youngsville, NC 27596

PIN 1863-14-3052
Sheryl Ritchie
807 Tarboro Road
Youngsville, NC 27596

PINs 1863-14-4023 and 1863-14-4003
Moss Investments LLC
154 Camping Creek Road
Franklinton, NC 27525

PINs 1863-14-3063 and 1863-14-3022
Winslow Holdings, LLC
PO Box 610
Youngsville, NC 27596

PIN 1863-14-3083
Moss Mason Investments LLC
4800 Burlington Mills Road
Rolesville, NC 27571

Wiggins Townhomes ZMA Confirmation of Published Notice

PINs 1863-13-2983, 1863-03-9728, 1863-03-9759, 1863-03-9769, 1863-03-9789, 1863-13-0709,
1863-13-0820, 1863-13-0853, 1863-13-0874, 1863-13-0894, 1863-13-1804, 1863-13-1824,
1863-13-1855, 1863-14-5055, 1863-14-5035, 1863-14-5014, 1863-14-4094, 1863-14,4084,
1863-14-4054, 1863-14-2071, 1863-14-2051, 1863-14-2031, 1863-14-2011, 1863-14-2000,
1863-14-1070, 1863-13-1929, 1863-13-1909, 1863-13-0989, 1863-13-0979, 1863-13-0948,
1863-14-0011, 1863-04-9081, 1863-04-9071, 1863-04-9051, 1863-04-9031, 1863-03-8953,
1863-03-8950, 1863-03-8859, 1863-03-8867, 1863-03-8865, 1863-03-8863

Wiggins Village, LLC
2550 Capital Drive
Suite 105
Creedmoor, NC 27522

STATE OF NORTH CAROLINA)
)
COUNTY OF FRANKLIN)

**DEVELOPMENT
AGREEMENT**

This Development Agreement (the "Agreement") is made and entered into this 14th day of January 2021 ("Effective Date"), by and between Wiggins Towns, LLC, and the Town of Youngsville, a North Carolina municipal corporation ("Town"),

WITNESSETH:

WHEREAS, Section 160D-1001(a)(1) of the North Carolina General Statutes provides that "development projects often occur in multiple phases extending over several years, requiring a long-term commitment of both public and private resources;" and

WHEREAS, Section 160D-1001(a)(3) of the North Carolina General Statutes provides that "because of their scale and duration, such projects often require careful coordination of public capital facilities planning, financing, and construction schedules and phasing of the private development;" and

WHEREAS, Section 160D-1001(a)(4) of the North Carolina General Statutes provides that "such projects involve substantial commitments of private capital, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of the development;" and

WHEREAS, Section 160D-1001(a)(5) of the North Carolina General Statutes provides that "such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas;" and

WHEREAS, Section 160D-1001(a)(6) of the North Carolina General Statutes provides that to “better structure and manage development approvals for such developments and ensure their proper integration into local capital facilities programs, local governments need flexibility to negotiate such developments;” and

WHEREAS, in view of the foregoing, Sections 160D-1001(b) and 160D-1003 of the North Carolina General Statutes expressly authorize local governments and agencies to enter into development agreements with developers pursuant to the procedures and requirements of Sections 160D-1001 through 160D-1012 of the North Carolina General Statutes, which procedures and requirements include approval of the development agreement by the governing body of the local government by ordinance after a duly noticed public hearing; and

WHEREAS, Developer has optioned purchase of a certain parcel of land containing 6.630 acres, more or less, one and the same petitioned for annexation by JMT Properties, LLC, located generally at 2045 Hicks Road in the Town of Youngsville, North Carolina (the “Property”), such Property being identifiable as Franklin County property identification number 1853-92-4364, more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Developer desires to develop Wiggins Village, Phase 2, a 71-lot townhome subdivision consistent with the Youngsville Development Ordinance(s) (the “Subdivision”) on the Property in accordance with the terms, conditions and provisions of this Agreement; and

WHEREAS, the Property upon annexation will be entirely within the Youngsville Town limits, and the Town has determined that the Subdivision is consistent with the Town’s adopted Comprehensive Land Use and Master Plan and Official Zoning Map; that the Subdivision conforms to all relevant requirements of the regulations of the Town of Youngsville, North Carolina, including the Youngsville Development Ordinance (the “YDO”); that the Subdivision, including its lot sizes, density, access and circulation, is compatible with the existing and/or permissible future uses of adjacent property; and that the Subdivision will not have detrimental impacts on the safety or viability of permitted uses on adjacent properties..

WHEREAS, the Town Board of Commissioners finds that the Subdivision will benefit the citizens and businesses of the Town by expanding the Town’s tax base, by diversifying the Town’s residential housing availability and economy, by attracting new businesses and industries to the Town, and by creating additional jobs within the Town. The Town finds that it is in the best interests of the citizens and businesses of Youngsville for the Town to encourage the development of the Subdivision and supports Developer’s request for water allocation and wastewater treatment filing with Franklin County.

NOW, THEREFORE, based upon recitals hereinabove, the terms and conditions set forth herein and in consideration of the mutual promises and assurances provided herein, the parties do hereby agree as follows:

Approval of Site Plan. Following approval and execution of this Agreement, Developer may submit a construction plan (the “Site Plan”) to the Town’s Planning Department in accordance with the procedures in the YDO. A copy of said Site Plan is attached hereto as Exhibit B and incorporated by reference. If and when the Site Plan is approved by the Town per the procedures

in the YDO, the Developer will be authorized to proceed with the following pursuant to the approved Site Plan:

- The installation and approval of required improvements (subject to the approval of construction drawings as required by the YDO); and
- Site preparation/grading (subject to obtaining a grading permit, stormwater permit, and an erosion control permit as required in the YDO and NC Division of Environmental Quality); and
- The preparation of a final plat, subject to the YDO including any Performance Guarantee(s) required therein.

Permitted Uses/Maximum Density. The Property may be used as a Subdivision for development of townhomes currently permitted under the Zoning in the "Mixed Use" (MU-1) zoning district, together with any incidental or accessory uses associated therewith. The maximum density of the Subdivision shall be seventy-one (71) townhome dwelling units.

Development of the Property. The Property and the Subdivision may be developed in accordance with the Site Plan and the terms of this Agreement, and the size, placement and configuration of the lots and buildings, common open space, recreation improvements or payment of fee-in-lieu of recreation, streets and other improvements shall be as depicted on the Site Plan (including the Site Plan as it may be modified pursuant to the terms of this Agreement). All lots within the Subdivision shall comply with minimum dimensions in compliance with the YDO.

Expansion of Site. Nothing in this Agreement should prevent the Developer from pursuing contiguous expansion of the Subdivision upon compliance with the YDO, and the terms of this Agreement.

Phasing. The Subdivision shall be constructed in two phases over a five (5) year time frame according to the schedule attached hereto as Exhibit C and incorporated herein by reference.

Transportation Improvements. Developer shall install transportation improvements required for the issuance of the driveway permits for the Subdivision as specified by North Carolina Department of Transportation the "NCDOT").

Access/Infrastructure Road Improvements. Developer represents that the Property will have sufficient access in accordance with the Site Plan referenced in this Development Agreement to adequately provide two-way access into and out of the Subdivision. Developer agrees to construct roads in the Subdivision as shown on the Site Plan. Such roads shall be built in accordance with Town standards and shall comply with the YDO. The Developer agrees to construct fully and dedicate Twigs Road and sidewalks as shown of the Site Plan to the Town. Internal connecting streets, parking areas, and sidewalks accessed from Twigs Road shall be in variable right-of-way as shown of the Site Plan and shall be maintained by the Developer or Homeowners Association as a private right-of-way. Roadway improvements shall be completed not later than eighteen-months from the effective date of this Agreement.

Law in Effect at Time of the Agreement Governs the Development of the Subdivision. For the Term of this Agreement, Developer shall have a right to develop the Property and the Subdivision in accordance with the terms of this Agreement and the terms of the YDO and any applicable

Town development regulations as they exist on this Agreement's Effective Date, except that the Property and the Subdivision always will be subject to current Town regulations regulating or limiting impervious surfaces. Pursuant to NCGS-1007, and except as provided in NCGS 160D-108, Town may not apply subsequently adopted land development regulations to the Property or the Subdivision during the term of this Agreement without the written consent of Developer, except for regulations regulating or limiting impervious surfaces. Additionally, during this Agreement's term, no development impact fees subsequently adopted by Town shall apply to the Property or to the Subdivision without the written consent of Developer, including any subsequently adopted fees related to adequate public facilities. This Agreement does not abrogate any rights preserved by NCGS 160D-108 or NCGS 160D-108.1, or that may vest pursuant to common law or otherwise in the absence of this Agreement. Developer acknowledges and agrees that this Agreement does not concern or limit any County, State, or federal regulations that may apply to the Property or to the Subdivision.

Development Schedule and Standards. The Property and the Subdivision shall be developed in accordance with the development schedule attached as Exhibit C. The Subdivision shall be developed in accordance with the standards of the Zoning and other Town development regulations and in accordance with the additional development standards attached hereto as Exhibit D and incorporated herein by reference. In the event development is economically unfeasible according to the Development Schedule, Developer may be granted reasonable extensions consistent with the economic feasibility of the development of the Property by submission of a written request to the Town no later than 60 days before the expiration of the subject deadline and with the Town's written consent to such expiration.

Term. The term of this Agreement shall commence on Effective Date and expire five (5) years after unless sooner terminated by the mutual consent of the parties hereto or their successors in interest, or unless extended by the mutual consent of the parties hereto or their successors in interest. Any extension of a deadline in the Development Schedule automatically extends the Term of this Agreement by the corresponding extension period, unless agreed otherwise by the parties in writing.

Water and Sewer Lines. Developer, at its sole cost and expense, shall engineer, design, permit, construct and install water and sewer lines to be located within the Subdivision, as shown on the Site Plan. All water and sewer lines shall be maintained, engineered, designed, constructed and installed in accordance with all applicable federal, state, and local laws, regulations and policies and in a good and workmanlike manner. The Developer agrees to dedicate all water and sewer improvements to County. All engineering, testing, certifications and contracted responsibilities shall be the burden of Developer to ensure compliance for operation.

Water and Sewer Fees. Prior to the issuance of zoning clearance permits for each lot and building within the Subdivision, to the extent that the County provides water and sewer service, Developer shall pay to County the applicable per-lot or per-building, as applicable, water and sewer connection fees in accordance with the County's then-current schedule of rates and fees.

To the extent that the County provides water and sewer service, Developer and all property owners in the Subdivision shall pay the fees to County for water and sewer service as provided in the then-current Franklin County Schedule of Rates, Fees and Charges for Water and Sewer Service, which schedule is subject to change by the Franklin County Board of Commissioners.

Water and Sewer Capacity Reservation. The parties acknowledge that County currently provides sufficient water and sewer service for the Property and the Subdivision subject to water allocation approval not exceeding fifty (50) residential units per phase. The rights and obligations conferred by this Agreement may be assigned by Developer to any purchaser or other developer of any portion of the Property. Town and County shall be notified in writing of the assignment of such rights. This provision shall be binding upon the County or any operator of the County's water and sewer system or any successor-in-interest thereto.

Connection to County's Water and Sewer System. Upon the request of Developer, County agrees to permit the physical connection of the Subdivision to County's water and sewer system subject to the terms and conditions of this Agreement and applicable federal, state and local laws.

Subdivision Streets. Unless otherwise provided in this Agreement, the streets constructed within the Subdivision shall conform to the cross sections set out on the Site Plan and shall meet the specifications of Articles 13 and 16 of the YDO and the Town of Youngsville Manual of Standards and Specifications.

Utilities. The Developer may request the extension of power and other electric, telephone, cable utilities and Developer agrees that all such utilities shall be buried on site adjacent to the public street right-of-way.

Mail Kiosks. The Developer shall install mail kiosks as shown of the approved site plan in compliance with US Postal Service standards and maintained mail kiosks by the Developer or Homeowners Association.

Amendment. The terms of this Agreement may be amended in writing by the mutual consent of the parties hereto or their successors in interest.

Recordation/Binding Effect. Within fourteen (14) days after Town enters into this Agreement, Developer shall record this Agreement in the Franklin County Public Registry. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties hereto.

Periodic Review. Pursuant to Section 160D-1008, the Planning, Zoning and Subdivision Administrator or other Town designee shall conduct a periodic review, (the "Periodic Review") at least every 12 months, at which time Developer shall be required to demonstrate good faith compliance with the terms of this Agreement.

If, as a result of the Periodic Review, Town finds and determines that Developer has committed a material breach of the terms or conditions of the Agreement, Town shall serve notice in writing, within a reasonable time after the Periodic Review, upon Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing Developer a reasonable time in which to cure the material breach subject to reasonable extensions as the circumstances may apply or dictate.

If Developer fails to cure the material breach within the time given, then Town unilaterally may terminate or modify the Agreement; provided, the notice of termination or modification may be appealed to the board of adjustment in the manner provided by NCGS 160D-405.

Default. The failure of Developer or Town to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as allowed under applicable law, provided, however, that no termination of this Agreement may be declared by Town absent providing to Developer the notice and opportunity to cure set out in NCGS-1008. The parties to this Agreement recognize that, in addition to other remedies that may be available, Town has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance with the terms thereof. Subject to the terms of this Agreement, in the event that an owner, tenant, Developer or any user on the Property violates the rules, policies, regulations or ordinances of Town or violates the terms of this Agreement, Town may, without seeking an injunction and after ten (10) days' notice to correct the violation, take such actions as shall be deemed appropriate under law until such violations have been corrected by the Developer. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement; or to obtain any other remedies permitted by law. Any legal proceedings shall be instituted only in the Superior Court of the County of Franklin, State of North Carolina, or in the Federal District Court for the Eastern District of North Carolina.

Notices. Any notice, demand, request, consent, approval or communication which a party is required to or may give to another party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the parties shall be addressed to:

Town at: Attn: Planning., Zoning, and Subdivision Administrator
Town of Youngsville
P.O. Box 190
Youngsville, North Carolina 27596

Developer at: Attn: Wiggins Townes, LLC
P.O. Box 610
Youngsville, NC 27596

Entire Agreement. This Agreement sets forth all of the agreements, conditions and understandings between Town and Developer relative to the Property and the Subdivision, and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth in this Agreement.

Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against

the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

Assignment. After notice to Town, Developer may assign its rights and responsibilities hereunder to subsequent land owners of all or any portion of the Property, provided that no assignment as to a portion of the Property will relieve Developer of responsibility with respect to the remaining portion of the Property without the written consent of Town.

Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

Agreement to Cooperate. In the event of any legal action instituted by a third party challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

Agreements to Run with the Land. This Agreement shall be recorded in the Franklin County Registry. The Agreements, covenants and restrictions contained herein shall be deemed to be a lien upon, binding upon and run with the land and shall be binding upon and an obligation of all successors in the ownership of the Property. The agreements, covenants and restrictions contained herein on behalf of the Town shall be deemed to be a benefit to Developer and Developer's successors-in-interest that run with the land and shall be binding upon and an obligation of Town and any successors-in-interest of the Town.

Hold Harmless. Developer agrees to and shall hold Town, its officers, agents, employees, consultants, attorneys, special counsel and representatives, harmless from liability for damages, just compensation, restitution, costs, expenses, and attorneys' fees arising out of claims for personal injury, including death, and claims for property damage which may arise from the direct or indirect operations of the Developer or their contractors, subcontractors, agents, employees or other persons acting on their behalf or with their permission which relates to the Property or the Subdivision. Developer agrees to pay all costs for the defense of the Town and its officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any legal proceeding caused or arising in any way from Developer's actions in connection with the Property or the Subdivision.

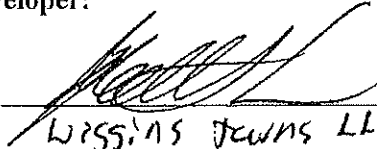
Town agrees to and shall hold Developer, its officers, agents, employees, consultants, attorneys, special counsel and representatives, harmless from liability for damages, just compensation, restitution, costs, expenses, and attorneys' fees arising out of claims for personal injury, including death, and claims for property damage which may arise from the negligence of the Town or their contractors, subcontractors, agents, employees or other persons acting on their behalf or with their permission which relates to the Property or the Subdivision. Town agrees to pay all costs for the defense of the Developer and its officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any legal proceeding caused or arising in any way from Town's negligence in connection with the Property or the Subdivision.

Severability. If any section or provision of this Agreement is ruled by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable for any reason, that section or provision shall be deemed severed from this Agreement, and the remaining sections and provisions of this Agreement shall remain fully effective and enforceable.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereby set their bands and seals, active the date first above written.

Developer:

By:  _____
WISSINS JEWNS LLC

By: _____

By: _____

Town:

By: _____
Fonzie Flowers, Mayor

Attest:

By: _____
Emily Hurd, Town Clerk

SEAL

STATE OF NC

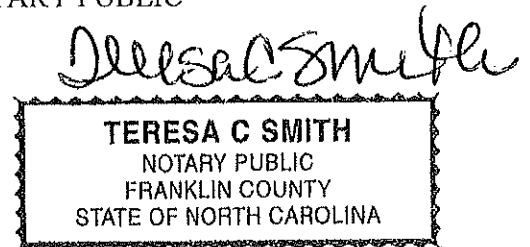
IN THE COUNTY OF FRANKLIN

I, a Notary Public of the County and State aforesaid, certify that MATTHEW WINSLOW personally came before me this day and acknowledged that he signed the foregoing instrument in his name on his behalf as its act and deed.

Witness my hand and official seal this the 12 day of JANUARY, 2021.

NOTARY PUBLIC

My commission expires: AUGUST 10, 2025



STATE OF _____

IN THE COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she signed the foregoing instrument in her name on her behalf as its act and deed.

Witness my hand and official seal this the _____ day of _____, 2021.

NOTARY PUBLIC

My commission expires: _____

STATE OF _____

IN THE COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she signed the foregoing instrument in her name on her behalf as its act and deed.

Witness my hand and official seal this the _____ day of _____, 2021.

NOTARY PUBLIC

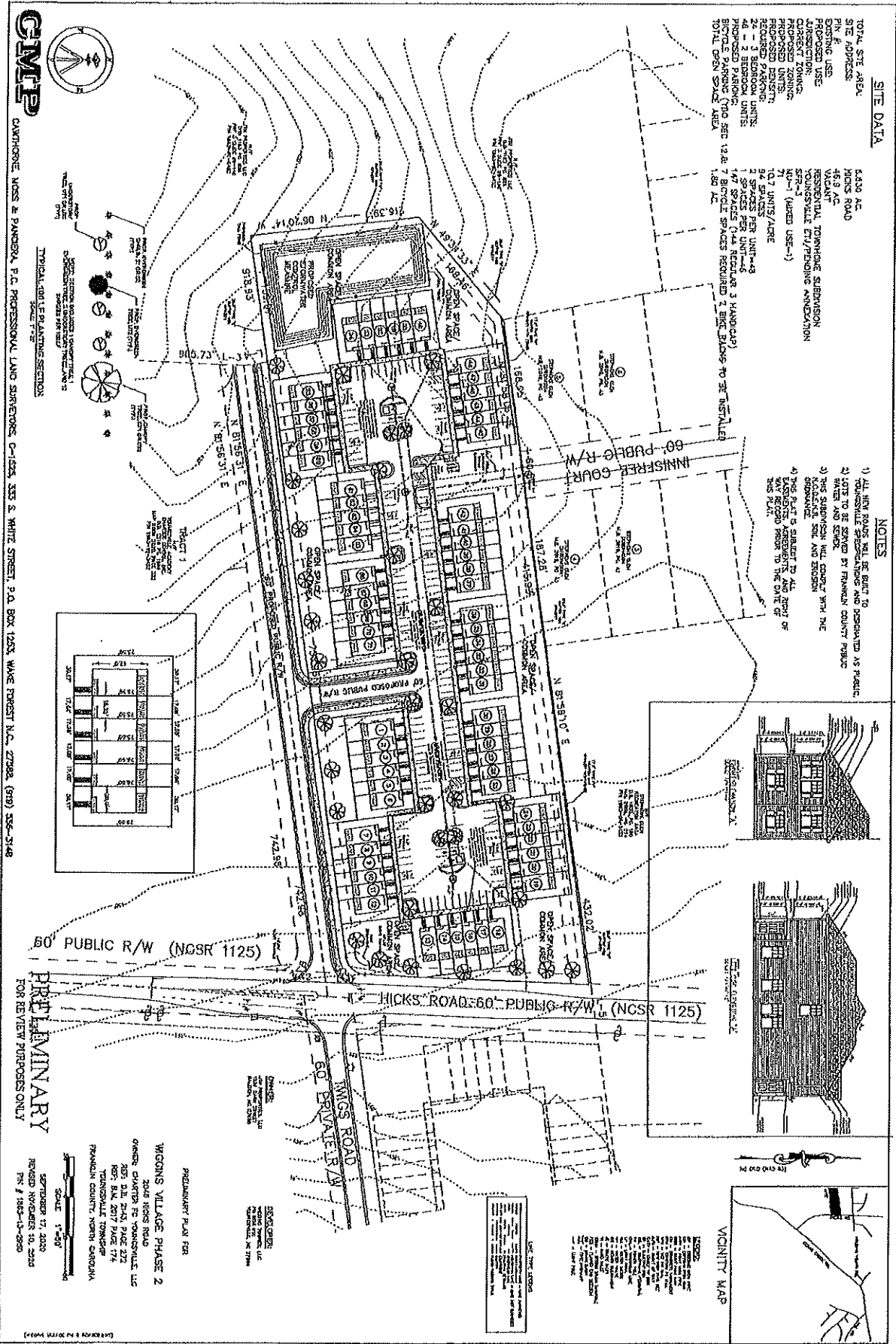
My commission expires: _____

EXHIBIT A-Description of Property

Wiggins Village Phase 2 Legal Description

Beginning at a point, said point being located in the intersection of Hicks Road (SR 1125) and Twiggs Road, thence leaving said intersection and running along the centerline of the area reserved for future 60' Public R/W, S 81°56'31" W 803.56' to a point, Thence N 10°08'52" W 30.02' to a point on the northern edge of the future right of way, thence S 81°56'31" W 159.97' to a point, Thence N 06°20'41" W 216.39' to a point, Thence N 49°34'33" E 168.46' to an existing Iron Bar, said point being on the southern line of Stephens Glen Subdivision (BM 2019, Page 43), Thence along the southern line of Stephens Glen N 81°58'06" E 415.93' to a point, Thence N 81°58'10" E 432.02' to a point located on the Western right of way of Hicks Road, thence N 82°51'04" E 30.37' to a point in the centerline of Hicks Road, Thence running with said centerline S 02°29'17" W 341.38' to the point and place of beginning containing 7.401 Ac.

EXHIBIT B - SUBDIVISION PLAN

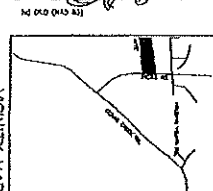
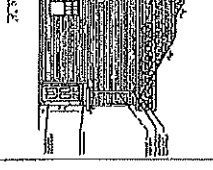
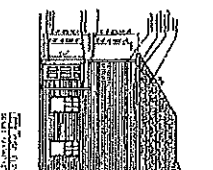
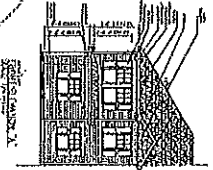


SITE DATA

TOTAL SITE AREA: 5430 AC
 SITE ADDRESS: HICKS ROAD
 EXISTING USE: VACANT
 PROPOSED USE: RESIDENTIAL TOWNHOME SUBDIVISION
 PROPOSED ZONING: FRANKLIN COUNTY RURAL RESIDENTIAL ETV/PENDING AMENDATION
 PROPOSED ZONING: R-1 (LATER USE-1)
 PROPOSED UNITS: 71
 TOTAL UNITS/ACRE: 13.07
 SPACES PER UNIT: 49
 147 SPACES PER UNIT-49
 PROPOSED PARKING: 147 SPACES PER UNIT-49
 PROPOSED PARKING: 147 SPACES PER UNIT-49
 TOTAL OPEN SPACE AREA: 180 AC

NOTES

- 1) ALL NEW ROADS WILL BE BUILT TO 60' PUBLIC R/W PER FRANKLIN COUNTY POLICE AND DEPARTMENT 45 PUBLIC WATER AND SEWER.
- 2) THIS SUBDIVISION WILL COMPLY WITH THE FRANKLIN COUNTY ZONING ORDINANCE.
- 3) THIS PLAN IS SUBJECT TO ALL CITY AND COUNTY ORDINANCES AND REGULATIONS THAT MAY BE APPLICABLE TO THE DATE OF THIS PLAN.



CMT&P
 CARRIAGE WISS & PARKWAY, P.C. PROFESSIONAL LAND SURVEYORS, C-1025, 333 & WHITE STREET, P.O. BOX 1125, WAKE FOREST, N.C. 27788, (919) 556-3148

PRELIMINARY
 FOR REVIEW PURPOSES ONLY

PRELIMINARY PLAN FOR
 WIGGINS VILLAGE PHASE 2
 OWNED, CONTROLLED AND DEVELOPED BY
 WIGGINS VILLAGE PHASE 2, LLC
 2005 HICKS ROAD
 BOX 114, 2017 PAGE 17
 TOWNHOMES
 FRANKLIN COUNTY, NORTH CAROLINA

SCALE: 1"=50'
 SEPTEMBER 17, 2020
 REVISION NOVEMBER 10, 2020
 FILE # 1863-13-0850

EXHIBIT C - DEVELOPMENT SCHEDULE

1. Phase 1, as shown on the Site Plan, shall be initiated within sixty (60) days of the Effective Date of this Agreement or the date Franklin County approves water allocation for up to 48 residential units. Phase 1 infrastructure shall be completed within five hundred forty (540) days of the Effective Date of this Agreement or the date Franklin County approves water allocation for up to 48 residential units.
2. Phase 2, as shown on the Site Plan, shall be initiated within five hundred forty (540) days of the Effective Date of this Agreement or the date, whichever comes later, Franklin County approves water allocation for up to 23 residential units. Phase 1B infrastructure shall be completed within five years of the Effective Date of this Agreement.



Town of Youngsville

Board of Commissioners

P. O. Box 190 / 134 US 1A South

Youngsville, NC 27596

(919) 925-3401 – Town Hall / (919) 925-3402 – Fax

CustomerService@TownofYoungsville.org

www.townofyoungsville.org

MINUTES BOARD OF COMMISSIONERS

DECEMBER 10, 2020
7:00PM

REGULAR MEETING

YOUNGVILLE COMMUNITY HOUSE

Mayor Fonzie Flowers called the Board Meeting of the Town of Youngsville Board of Commissioners to order at 7:00pm. Commissioner Hedlund gave invocation. In attendance were Commissioners Cat Redd, Terry Hedlund, Scott Brame, Larry Wiggins and Joseph Johnson. Others in attendance were Town Administrator Phillip Cordeiro, Town Clerk / Tax Collector Emily Hurd, Police Chief J.W. Whitley, Finance Officer Kari Patton-Motluck (teleconference), Attorney Michael Cohen (teleconference), Parks and Recreation Director Andrew Smith, and ABC Board Chairman Rick Houser. Members of the Youngsville Police Department included Captain Brandon Lemons, Captain Jahanzeb Magsi, Sergeant Thomas Allen, Officer Terry Pearce, Officer Elizabeth McAdams, Officer Brittany Strother, Officer Jason Steinbrunner, Cadet Regina Andranowska, Cadet Ladrevion Preyer Richardson, and Administrative Specialist Ashlie Pippin.

MOTION: TO APPROVE THE AGENDA

The motion was made by Commissioner Wiggins and was seconded by Commissioner Hedlund. The motion passed unanimously.

The next item on the agenda was recognition of Youngsville Police Department Personnel. Chief Whitley thanked everyone for attending, including families and friends, to honor the award recipients. He first introduced two members of Youngsville Police Department's Cadet Program; Regina Andranowska and Ladrevion Preyer Richardson. Chief Whitley stated they also wanted to recognize two retirees; Robert Morris and Joseph Kimball. Chief Whitley stated he just passed his one-year anniversary on December 2nd. To the entire Youngsville Police Department and retirees Morris and Kimball, Chief Whitley stated he owed them a debt of gratitude for everything they have done for him over the past year.

Captain Lemons stated he has only been with the Youngsville Police Department for a short time and was trained by Assistant Chief Kimball. He stated he appreciated all the help he was given when he was hired on. Captain Lemons explained the Cadet Program and stated the Youngsville Police Department would sponsor Cadets Andranowska and Preyer Richardson at the Academy and would help train them to Youngsville standards. During the application process, candidates had to write a paper and both cadets were ahead of the rest of the candidates.

Captain Lemons stated Cadet Andranowska was born in Poland, moved to New York, then Raleigh, and has now settled in Youngsville. He stated Cadet Andranowska was outstanding during the interview process.

Captain Lemons stated Cadet Preyer Richardson was born in Alabama and has 47 credit hours towards a degree in homeland security from Alabama A&M and University of Alabama - Birmingham. He joined the Marines, worked to gain the rank of Corporal and worked as the Administrative Specialist, Assistant Non-Commission Officer in charge of the shop. Cadet Preyer Richardson left the Marines with an honorable discharge and was awarded merits; Good Conduct Medal, National Defense Service Medal, Local War on Terrorism, and three Letters of Appreciation. Captain Lemons stated approximately twenty-two candidates applied but these two rose to the top during the interview process.

Captain Lemons presented Officer Robert Morris the Key to the Town and read the corresponding Certificate.



TOWN OF YOUNGVILLE

THIS IS TO CERTIFY THAT
THE BOARD OF COMMISSIONERS HAS AWARDED THE
KEY TO THE TOWN OF YOUNGVILLE

TO
OFFICER R. MORRIS
FOR

PROFESSIONAL ACHIEVEMENT WHILE SERVING AS A PATROLMAN AND INVESTIGATOR FOR THE YOUNGVILLE POLICE DEPARTMENT FROM JULY 17, 2019 TO OCTOBER 1, 2020. AFTER SERVING A GRATEFUL NATION FOR OVER 20 YEARS IN THE UNITED STATES NAVY, OFFICER MORRIS BEGAN HIS CAREER IN LAW ENFORCEMENT IN 2007, COMPLETING THE BASIC LAW ENFORCEMENT TRAINING ACADEMY AT THE NORTH CAROLINA WILDLIFE COMMISSION. DURING HIS TENURE AS A LAW ENFORCEMENT OFFICER HE SERVED AS A WILDLIFE ENFORCEMENT OFFICER, PATROLMAN, AND INVESTIGATOR. AS A MEMBER OF THE YOUNGVILLE POLICE DEPARTMENT, OFFICER MORRIS PROACTIVELY PURSUED VIOLATIONS OF STATE AND FEDERAL LAW THROUGH ACTIVE HIGHWAY INTERDICTION TO ENSURE THE SAFETY OF YOUNGVILLE RESIDENTS. IN ADDITION TO HIS EFFORTS IN CRIMINAL INTERDICTION, OFFICER MORRIS ACTIVELY CONTRIBUTED TO THE DEPARTMENT'S COMMUNITY POLICING PROGRAM. HIS CONSISTENT WILLINGNESS TO CHECK ON THE ELDERLY, ENGAGE IN PROACTIVE COMMUNICATION ABOUT COMMUNITY SAFETY, AND GENERALLY REACH OUT TO THOSE IN NEED SET THE EXAMPLE FOR HIS PEERS TO EMULATE. OFFICER MORRIS' EXPERIENCE AS A PATROLMAN, RELATIONSHIP WITH OUR RESIDENTS, AND KEEN PROBLEM-SOLVING SKILLS MADE HIM THE AGENCY'S LEAD INVESTIGATOR. OFFICER MORRIS' ABILITIES TO ENFORCE THE LAW, ADD IMMENSE VALUE TO TOWN COMMUNITY EVENTS, AND INVESTIGATE AND SOLVE COMPLEX CRIMINAL CASES EXEMPLIFIED HIS TOTAL DEVOTION TO DUTY, REFLECTED CREDIT UPON HIMSELF, AND WERE IN KEEPING WITH THE HIGHEST TRADITIONS OF PUBLIC SERVICE AND THE LAW ENFORCEMENT PROFESSION.

GIVEN THIS 10th DAY OF DECEMBER 2020

F. FLOWERS
MAYOR

J. G. WHITLEY
CHIEF OF POLICE

Captain Lemons also presented Officer Morris his Award for Criminal Justice - Intermediate Certificate. He explained the process, noting Officer Morris had over 640 extra hours of training to receive the Intermediate Certificate.

Chief Whitley issued Officer Morris his retirement badge, ID, and service weapon. He thanked Officer Morris for everything he has done for the Youngsville Police Department, noting it was appreciated.

Officer Morris thanked everyone at the Youngsville Police Department and those in attendance for their support. After the military, Officer Morris stated he followed his dream and love of the outdoors by joining NC Wildlife. Then he ventured towards Raleigh. He stated it was not always easy, but it made him a better person. Times are changing and it's tough to be in law enforcement, but he told the Cadets to believe in themselves, know they're doing it for the right reasons, and follow their heart. Officer Morris stated the Youngsville Police Department has a great support system and wished them the best of luck.

Captain Lemons presented Assistant Chief Joseph Kimball the Key to the Town and read the corresponding Certificate.



TOWN OF YOUNGVILLE

THIS IS TO CERTIFY THAT
THE BOARD OF COMMISSIONERS HAS AWARDED THE

KEY TO THE TOWN OF YOUNGVILLE

TO

ASSISTANT CHIEF J. KIMBALL

FOR

PROFESSIONAL ACHIEVEMENT WHILE SERVING AS A PATROLMAN, CORPORAL, SERGEANT, CAPTAIN, ASSISTANT CHIEF, AND INTERIM CHIEF FOR THE YOUNGVILLE POLICE DEPARTMENT FROM DECEMBER 1, 2010 TO NOVEMBER 1, 2020. ASSISTANT CHIEF KIMBALL BEGAN HIS CAREER IN LAW ENFORCEMENT IN 2009, COMPLETING THE BASIC LAW ENFORCEMENT TRAINING ACADEMY WITH THE DURHAM POLICE DEPARTMENT. ASSISTANT CHIEF KIMBALL SERVED WITH THE DURHAM POLICE DEPARTMENT FOR ONE YEAR BEFORE TRANSFERRING TO THE YOUNGVILLE POLICE DEPARTMENT. ASSISTANT CHIEF KIMBALL HONORABLY SERVED THE YOUNGVILLE COMMUNITY FOR 11 YEARS AND CONSISTENTLY SET THE EXAMPLE FOR LEADERSHIP AND COMMUNITY ADVOCACY WITHIN THE AGENCY, ALL WHILE DEMANDING EQUAL EXCELLENCE FROM HIS PEERS. AS A LEADER WITHIN THE DEPARTMENT, HE IMPLEMENTED INNOVATIVE TRAINING PROGRAMS AND POLICIES THAT ENSURED THE CONTINUED DEVELOPMENT OF OFFICERS AND YIELDED THE HIGHEST LEVEL OF SERVICE TO YOUNGVILLE RESIDENTS. ASSISTANT CHIEF KIMBALL WORKED TO ENSURE THAT WHILE THE TOWN OF YOUNGVILLE'S POPULATION INCREASED, ITS CRIME RATE DID NOT. ASSISTANT CHIEF KIMBALL'S ABILITIES TO IMPARTIALLY ENFORCE THE LAW, PRESERVE THE CONSTITUTIONAL RIGHTS OF YOUNGVILLE RESIDENTS, EXPAND COMMUNITY ENGAGEMENT, AND TRAIN AND DEVELOP HIS FELLOW OFFICERS EXEMPLIFIED HIS TOTAL DEVOTION TO DUTY, REFLECTED CREDIT UPON HIMSELF, AND WERE IN KEEPING WITH THE HIGHEST TRADITIONS OF PUBLIC SERVICE AND THE LAW ENFORCEMENT PROFESSION.

GIVEN THIS 10th DAY OF DECEMBER 2020

FONZIE FLOWERS
MAYOR

J. G. WHITLEY
CHIEF OF POLICE

Chief Whitley issued Assistant Chief Kimball his retirement badge, ID, and service weapon. He thanked Assistant Chief Kimball for everything he has done for the Youngsville Police Department, noting it was appreciated.

Assistant Chief Kimball thanked Mayor Flowers and the Board for giving him the opportunity to grow. He stated he has had a great career and it was a joy to be in the Youngsville Community. Assistant Chief Kimball noted Youngsville has a great Chief of Police. He stated he appreciated all the opportunities Youngsville has given him and couldn't ask for more.

The next item on the agenda was a Public Hearing. The Public Hearing was for the order to permanently close the northern portion of Hillsboro Street and a portion of Trogden Avenue. Mayor Flowers opened the Public Hearing at 7:17pm. Cordeiro polled all teleconference participants and there were no comments from the public. Hurd stated no one had registered to speak. Mayor Flowers closed the Public Hearing at 7:19pm.

The next item on the agenda was citizens' comments. Due to the social distancing restriction for the COVID-19 Virus, citizens attended via web/teleconference.

Hurd stated one person had signed up but based on the subject, she felt Mrs. Coffman had meant to sign up for the Planning Board Meeting instead. Mrs. Coffman was not on the teleconference call.

Cordeiro polled all teleconference participants and there were no comments from the public. Hurd stated no one else had registered to speak.

The next item on the agenda was the approval of the Consent Agenda. The Consent Agenda consisted of:

- Minutes from the Regular Board Meeting – November 5, 2020
- Finance Report
- Parks and Recreation Report
- Planning and Zoning Report
- Police Department Report
- Tax Collector's Report

MOTION: TO APPROVE THE CONSENT AGENDA

The motion was made by Commissioner Brame and was seconded by Commissioner Johnson. Commissioner Wiggins inquired about the debt issuance on the Finance Report. He felt the loan amount was excessive. Cordeiro explained there was a typo and the loan amount was for \$2.7 million. The motion passed unanimously.

The next item on the agenda was Old Business. The first item under Old Business was a Resolution ordering the permanent closing of the northern portion of Hillsboro Street and a portion of Trogden Avenue. Mayor Flowers noted the Board had discussed this previously.

MOTION: APPROVE RESOLUTION ORDER TO PERMANENTLY CLOSE THE NORTHERN PORTION OF HILLSBORO STREET AND A PORTION OF TROGEN AVENUE

The motion was made by Commissioner Wiggins and was seconded by Commissioner Hedlund. The motion passed unanimously.

The second item under Old Business was the presentation of the Certificate of Sufficiency for Annexation Petition 2020-4 – Youngsville Academy Charter School, Inc – Hicks Road. Hurd stated Klinger helped to certify that the annexation petition was in order. The annexation petition included the proper signatures for the owners. The next step is the Public Hearing to be scheduled for next month.

The third item under Old Business was a Resolution fixing the date of a Public Hearing on the question of annexation pursuant to NCGS 160A-31 – Annexation Petition 2020-4 – Youngsville Academy Charter School, Inc – Hicks Road.

MOTION: RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO NCGS 160A-31 - ANNEXATION PETITION 2020-4 – YOUNGSVILLE ACADEMY CHARTER SCHOOL, INC – HICKS ROAD – JANUARY 14, 2021

The motion was made by Commissioner Hedlund and was seconded by Commissioner Brame. The motion passed unanimously.

The next item on the agenda was New Business. The first item under New Business was to approve the supplemental agreement with NC DOT for additional funding of the Main Street Improvements Project (MSIP). Cordeiro explained the supplemental agreement was related to the utility work by Franklin County Public Utilities (FCPU). The engineering estimate increased slightly, and it needs to be shown in the agreement with NC DOT. Cordeiro reminded the Board that FCPU will pay for the utility work. He explained the Town will receive the funds and noted FCPU will reimburse the Town. This will increase the federal funding to cover 50% of the additional costs while FCPU will pay the remaining portion. These changes will have no financial impact on the Town.

MOTION: TO APPROVE THE SUPPLEMENTAL AGREEMENT WITH NC DOT FOR ADDITIONAL FUNDING OF THE MAIN STREET IMPROVEMENTS PROJECT

The motion was made by Commissioner Wiggins and was seconded by Commissioner Hedlund. The motion passed unanimously.

The second item under New Business was to appoint Bobby Ayscue to the Youngsville Planning Board. Mayor Flowers noted Mr. Ayscue has a history working with roadways and would be a great addition to the Planning Board.

MOTION: APPOINT BOBBY AYSCUE TO THE YOUNGSVILLE PLANNING BOARD

The motion was made by Commissioner Brame and was seconded by Commissioner Wiggins. The motion passed unanimously.

The next item on the agenda was Reports and Other Business. Mayor Flowers wanted to commend everyone in the room for the stellar work they did to make the Christmas Parade a success. He stated they worked hard to make sure it was done safely. Mayor Flowers thanked the Board for standing behind their commitment; they never wavered and never backed down. He stated the Police Department did an amazing job, noting this was the safest he has felt at a parade. Mayor Flowers also wanted to thank those nationwide that donated to the Shop with a Cop program. He noted R Smith, A Smith and Hurd did a great job with the parade. Mayor Flowers also wanted to note that Cordeiro worked hard to keep the parade going, which took a lot of hard work and dedication to keep on top of things. He thanked everyone again.

Cordeiro thanked the Board as well, noting their support, resources, and time allocated allowed the Town team to be what it was today. Because of this, the Town team was able to accomplish making the Christmas Parade a positive experience. Cordeiro thanked the Board for their support.

As previously discussed, Cordeiro noted the scope of the MSIP has changed and NC DOT is reviewing the utility portion of the work. Once they have finished reviewing the changes, the Town will have to re-advertise. Cordeiro stated he hoped to have that completed by the end of the month and re-advertise by the end of January or early February. Based on this timeline, construction will begin thirty to sixty days afterwards.

Cordeiro noted the Public Works facility was going well. They will start breaking ground and clearing trees within the next couple of weeks. Designs for both the Public Works facility and the Town Hall renovations are also going well.

Commissioner Wiggins stated he understood that Youngsville was getting negative comments regarding the Christmas Parade but noted people he knew had been diagnosed with COVID-19 though they had not been in Youngsville. He stated that COVID-19 could be caught anywhere.

Commissioner Brame also wanted to thank everyone involved with the Christmas Parade. He understood how difficult holding events were in any year but even more stressful this year. Commissioner Brame stated the Parade Committee and volunteers did an excellent job. He noted Youngsville received kudos for staying strong and having the parade from outside of the county, including a County Commissioner from a nearby county.

Patton-Motluck read the Finance Report.



Town of Youngville Finance Report

To: Youngville Board of Commissioners
From: Kari Patton-Motluck, Finance Officer
Date: December 7, 2020
Re: Finance Report – November 2020

During the month of November, there were:

- 57 checks written and electronic payments made totaling \$119,130.69
- 490 deposits recorded totaling \$413,605.36
- Our Current Debt Issuance:
 - o Vehicle Loans – total balance \$429,105.83
 - o Street Loan – total balance \$172,021.33
 - o Town Hall Loan – total balance \$0
- Town's Debt Issuance:
 - o Loan amount was \$2,770,695 million (which paid off the town hall loan) with a repayment term of 20-years at a fixed rate of 2.5% through Union Bank.
- Capital Improvements Plan
 - o Public Works Facility and Town Hall Renovations – Site work and design work continues.

Mayor Flowers read the Youngville Fire Department Report.



YOUNGVILLE FIRE DEPARTMENT

803 Wheaton Ave, Youngville NC 27596

919.556.6899 – Headquarters

www.yvfd.com

Town of Youngville Report- December 2020

Incidents Jan 1- Nov 30, 2020	859
Incidents for Same Period 2019	991
Percentage Change	-13%

November 2020 Incidents	89
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Incidents by type for November 2020:

- (2) Outside Fires
- (17) EMS Calls
- (26) Motor Vehicle Accidents
- (5) Hazmat
- (16) Investigation Calls/Canceled/No Emergency
- (23) Automatic Fire Alarm Activations

Agency Updates for December 2020:

- Continuing to operate under strict COVID-19 restrictions for protection of personnel and the general public.
- No issues with response due to COVID-19 currently. Operating at normal capacity in terms of response ability.
- The department has completed all of its annual refresher training requirements using primarily the virtual platform of learning.
- Beginning on 12/7/20, the department has placed 2 additional volunteer duty crew positions at Fire Station 2, Monday through Friday nights. The focus will be to try and staff Engine 41 at Station 1, 247, Engine 241 at Station 2, Monday-Friday daytime with part-time personnel and Monday-Friday nights with volunteer duty crew members at the fire station, and a second apparatus at Station 1 whenever staffing levels allow.
- Happy Holidays, Merry Christmas, Happy Hannukah, Happy Kwanzaa, and here's to a better year all around in 2021. Thank you all for your continued support of YFD.

R Smith stated the Christmas decorations had been installed on Main Street but there were electrical issues. The installation company has done a follow up visit and replaced the burnt-out bulbs. He noted the original installation did not go properly. R Smith explained Duke Progress did not have power to the decorations on some of the poles. Currently, there are only four working and hopefully the remaining six will be fixed shortly. R Smith suggested turning the decorations towards the sidewalk instead of leaving them hanging over the road to prevent future damage.

R Smith stated he was working with FCPU regarding the septic tanks on Town properties. If the Town has been billed inappropriately, he will work with them to see if we can get some money back.

Mayor Flowers stated residents have noticed the issues with the Christmas decorations and he appreciated R Smith working to get the problem resolved.



Town of Youngsville Parks and Recreation

From: Andrew Smith, Parks and Recreation Director
To: Youngsville Board of Commissioners
Date: December 10, 2020
Subject: Parks and Recreation Department Month of November Report

Please find below a summary of the parks and recreation department's activity during the month of November 2020.

- Recreation programs
 - Christmas tree lighting
 - Event was successfully held on the evening of Friday, December 4th
 - This was our first year hosting the event
 - 6 food trucks and 4 vendors participated in the event
 - Estimated to be the highest attended tree lighting ceremony the town has had
 - Ornament decorating class
 - Event will be held on the evening of Friday, December 18th
 - This will be our second year hosting the event at the community house
 - Holden Hartzog will be running the event
 - You can register for the event at Town Hall or online on the town's website
 - Spring baseball
 - Registration will open on January 11th
 - Season will begin in March
 - Spring adult kickball
 - Registration will open on January 18th
 - Season will begin in April
- Community partnerships
 - The Youngsville Christmas Parade was a success and we look forward to helping to host the event again next year
- Facilities maintenance / capital improvements
 - Lining of 3 pickleball courts on the outdoor basketball court at Luddy Park was completed

Cordeiro explained that Klinger recently had surgery and would be working remotely for the next few weeks. He stated Planning and Zoning will have a Public Hearing in January.



Town of Youngsville Planning Staff Report

To: Youngsville Board of Commissioners
From: Erin Klinger, Planning and Zoning Administrator
Date: November 25, 2020
Re: Planning Staff Report – November 2020

During the month of November, there were:

- 16 permit applications submitted and issued; 11 for new homes, 2 for temporary signs, 1 home occupation permit, and 2 for other projects.
- 7 certificates of compliance were issued.
- Over 40 illegal signs were immediately removed by town staff via the expenditure of 2 staff hours during focused sign sweeps.
- Three notices of violation were sent for illegal off-premise signage at the corner of Bert Winston Road and Capital Boulevard/US-1. One notice of violation was sent for off-premise gatorboard signage placed throughout town.
- Upcoming projects:
 - Wiggins Townhomes rezoning petition from SFR-3 to MU-1 for a parcel on Hicks Road between the parcel owned by Youngsville Academy and the Stephen's Glen subdivision.

Chief Whitley noted the Shop with a Cop had raised over \$13,000. A testament to the support Youngsville garnered nationwide. He stated compliments were received from all over the country, including a retired NYC Police Officer, thanking Youngsville for doing what was right.

Chief Whitley stated the Shop with a Cop was sponsoring ten children and will now be able to reach out to other families that couldn't be in attendance for the actual shopping. They will get the children's wish list and deliver the presents the week of Christmas. Chief Whitley stated this was one of the most rewarding experiences by far. He thanked the Board for their support of the Youngsville Police Department and stated he was happy to be a part of the Youngsville team.



Youngsville Police Department
 Post Office Box 190, Youngsville, North Carolina 27596
 Phone: 919.925.3401 | Fax: 919.925.3403

MONTHLY REPORT
NOVEMBER 2020

CALLS FOR SERVICE

The Youngsville Police Department recorded 466 calls for service during the month of November compared to 327 calls for the same month last year. Of those 466 calls for service, 10 reports were taken, and 181 citations were written.

There was one critical incident investigated during this reporting period. On November 25 an unidentified male attempted to rob Heritage cleaners. The man stated he had a handgun but did not display it. His attempt to rob the business was thwarted when an employee began yelling and knocking on a store wall in an attempt to summons an adjacent business owner for help. Officers arrived on scene within 3 minutes of the 911 call but were unable to locate the assailant. The details of the attempted robbery were disseminated to local jurisdictions and the investigation is ongoing.

MOTOR VEHICLE COLLISIONS

During November 2020 the Youngsville Police Department investigated 1 motor vehicle collision as compared to 16 the same month last year. There were no injuries reported as a result of the collision.

PATROL OPERATIONS

- On November 17 officers conducted a LIDAR (Speeding) operation on Youngsville Boulevard South between Blue Heron Drive and Camille Circle. The LIDAR operation lasted approximately one hour (4:26pm-5:26pm). During that time, 14 violators were cited for speeding. The violators were all travelling in excess of 50 miles per hour. The highest speed recorded was 59 MPH.



Youngsville Police Department
 Post Office Box 190, Youngsville, North Carolina 27596
 Phone: 919.925.3401 | Fax: 919.925.3403

COMMUNITY POLICING

- Captain Lemons and Administrative Specialist Pippin completed a Toys for Tots Fill-a-Cruiser event on Saturday November 14, 2020 in cooperation with Family Dollar. Participants successfully filled a Dodge Durango Police Cruiser which equated to four overflowing Toys for Tots boxes which have been delivered to the program headquarters. We will continue to receive Toys for Tots donations at the Youngsville Police Department until December 16, 2020.

Upcoming Events:

- Shop with a Cop will be December 15, 2020. We have selected and notified 10 children to participate in this program.
- The Youngsville Police Department is hosting a blood drive for American Red Cross on December 10, 2020 from 12:00 PM until 5:30 PM. The blood drive will take place at Faith Baptist Church in the multi-purpose room. We currently have 31 appointments of our goal of 42 donors. We hope to collect 25 units during this event.

ADMINISTRATIVE TRAINING AND ACTIVITIES

- Three officers completed DCI Module 1 training (J. Magsi, J. Steinbrunner & T. Pearce)
- One officer completed DCI Module 2 training (J. Steinbrunner)

Attorney Cohen echoed what everyone said about the Christmas parade. He stated it was well planned and executed. Attorney Cohen noted how well Cordeiro handled the behind the scenes challenges. He stated it was a job well done by Cordeiro, Mayor Flowers, and the Board.

Hurd thanked everyone and noted that it couldn't be done without the multitude of volunteers that helped make it an amazing day. She thanked Faith Baptist Church (Aubrey Cooper was their contact), Covenant Hope Church (Ryan Phillips, Cody Evans and others) who not only helped with the Parade but also handing out flyers to the residents, the Kiwanis Club (Terry Hedlund, David Jerose, Bert Woodburn and Tassie McGannon), Youngsville Area Business Association, Santa and Mrs. Clause, the Police Department and Parks and Recreation Department. Hurd noted that things went very smooth at the staging area this year. The Parade Committee will have a follow up meeting in January.

Hurd announced the winners of the Christmas Decorating Contest.



**WINNERS OF THE TOWN OF YOUNGVILLE'S OLD
TIME CHRISTMAS DECORATING CONTEST:**

**MAYOR'S CHOICE – YACHT CLUB BEVERAGE HOUSE
118 E MAIN STREET**

**BEST BUSINESS – CHARRON'S DELI AND CAFE
120 E MAIN STREET**

**CHRISTMAS ELEGANCE – PHIL BLACKWOOD
116 E WINSTON STREET**

**WHIMSICAL – THE PETERS FAMILY
123 W PERSIMMON STREET**

**BEST USE OF LIGHTS – FRANK BAILEY / LEANNA CACCIATORE
105 W FRANKLIN STREET**

**OTHER PARTICIPANTS INCLUDE:
THE HAIR VAULT – 108 E MAIN STREET
THE VICTORIAN: YOUNGVILLE – 123 SE RAILROAD STREET
MAIN STREET FLOORING – 151 E MAIN STREET
CAROLINA HEMP COMPANY – 119 E MAIN STREET
KATIE & COREY PURSCHE – 302 E MAIN STREET
CLARENCE WILLIAMS – 106 BONHERRA DRIVE
ANTONIO ARMSTRONG – 403 CLUB CENTER DRIVE
JOSH & HEATHER KERR – 103 CORANO LANE
SALLY & STEVE HUEGEL – 109 ANDERSON PARK DRIVE
BRENDA WADE – 119 E WINSTON STREET
JEFF & DANIA CORTRIGHT – 201 CORANO LANE
JOSHUA CRAIG – 100 PATTERSON DRIVE
JOYCE HARRIS – 224 S NASSAU STREET**



Hurd stated there would be three new annexations to be presented during the January Board Meeting.



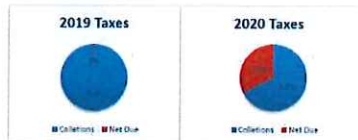
Town of Youngsville Memorandum

To: Board of Commissioners
From: Emily Hurd, Tax Collector
Date: 12/8/2020
Re: Monthly Tax Collection Report
End: Collections Rate Report

Please review and approve the below report of the November 2020 releases, adjustments, refunds, and tax collection report.

- Total release amount for November 2020 - \$0.00
- Total adjustment amount for November 2020 - \$0.00
- Total refund (overages) amount for November 2020 - \$0.00
- Reminder Notices mailed on December 7th
- Received Franklin County Vehicle Taxes for October 2020 - \$16,217.74

As of November 30th, we have collected 99.46% of 2019 property taxes and 67.28% of 2020 property taxes.



Please do not hesitate to contact me if you have any questions or need more detailed information.

Cordeiro wanted to mention the other law enforcement agencies that helped during the Christmas Parade, noting Oxford Police Department, Creedmoor Police Department, NC State Highway Patrol, and the NC National Guard. Cordeiro stated Youngsville appreciated their support. He stated you can tell a person's character when things don't go well, and these agencies came to our aid when we needed them.

Cordeiro noted Pastor Bert Woodburn of the Kiwanis Club was doing well, noting he had an illness not related to COVID-19.

Cordeiro stated the video for the Christmas Parade was on the Town's website. He noted the Mayor released a message on YouTube just before tonight's Board Meeting as well.

The meeting adjourned at 7:44pm upon a motion made by Commissioner Wiggins, seconded by Commissioner Brame, and approved unanimously.

Amendment to the Budget Ordinance

BE IT ORDAINED by the Board of Commissioners of The Town of Youngsville, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2021.

Section 1: To amend General Fund Expenditures based board approved appropriations and activities to date.

Governing Body	\$	4,265.00
Administration	\$	7,722.10
Contingency	\$	11,458.34
Parks & Recreation	\$	750.00
Public Safety	\$	14,417.62
Public Facilities	\$	510.00
Total Appropriations	\$	<u>39,123.06</u>

Section 2: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Property Tax	\$	165.84
Vehicle Tax	\$	16,217.74
Intergovernmental - UnRestricted	\$	90.65
Garbage & Recycling	\$	550.00
Parks & Recreation	\$	1,700.00
Other Miscellaneous Revenue	\$	50.00
Contributions and Donations	\$	13,608.70
Other Financing Revenue	\$	6,740.13
Total Estimated Revenues	\$	<u>39,123.06</u>

Section 3: Copies of this budget amendment shall be furnished to the Town Clerk and to the Finance Officer for their direction.

Adopted this _____ day of _____, 2021

Finance Officer

Mayor

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP
OF THE TOWN OF YOUNGSVILLE, NORTH CAROLINA

WHEREAS, on October 1, 2020, Wiggins Towns, LLC submitted a petition (ZMA #201001) and filing fee requesting rezoning from Single-Family Residential-3 (SFR-3) to Mixed Use-1 (MU-1) 6.6 +/- acres of property (a portion of PIN 1853-92-4364). Said property is located near the corner of Hicks Road and Cedar Creek Road, and more particularly described in:

Franklin County Register Book 143, Page 272; PIN 1853-92-4364

WHEREAS, the Planning Board on December 1, 2020, voted unanimously (5-0) to advise the Board of Commissioners that the amendment is consistent with the surrounding area and plans and policies for the Town of Youngsville, and to adopt the staff report which address plan consistency and other matters; and

WHEREAS, following due advertisement, notice to property owners, and posting signs announcing a public hearing as provided by law, the Board of Commissioners for the Town of Youngsville held said public hearing on January 14, 2020; and

WHEREAS, in accordance with the provisions of North Carolina General Statute 16D-605(a), the Board of Commissioners does hereby find and determine that the adoption of the ordinance rezoning the above-described property is consistent with the plans and policies of the Town of Youngsville.

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of the Town of Youngsville, North Carolina in order to protect the public health, welfare, and safety, the Official Zoning Map is hereby amended as follows:

The 6.6 +/- acre property described hereinabove is reclassified from Single-Family Residential-3 (SFR-3) to Mixed Use-1 (MU-1).

DULY ADOPTED this _____ day of _____, 2021.

Fonzie Flowers, Mayor

ATTEST:

Emily Hurd, Town Clerk

PETITION REQUESTING ANNEXATION

To the Town Board of the Town of Youngsville;

1. We the undersigned owner(s) of real property respectfully request that the area, described in Paragraph 2 below, be annexed to the Town of Youngsville.

2. The area to be annexed is contiguous annexation to the Town of Youngsville and the boundaries of such territory are as follows:

Property consisting of: Tax Parcel Numbers 1863-12-4659 and 1863-13-8086 and further identified on the attached map and boundary description.

3. We acknowledge that any zoning vested rights required pursuant to G.S. 160A-385.1 or G.S. 153a-44.a must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property.

Marshall W. Wiggins

Marshall W. Wiggins
Marshall W. Wiggins (Dec 31, 2020 11:57 EST)

Owner's Name
P.O. Box 899, Youngsville, NC 27596

Signature

Owners Address

Sarah H. Wiggins

Sarah H. Wiggins
Sarah H. Wiggins (Dec 31, 2020 11:58 EST)

Owner's Name
P.O. Box 899, Youngsville, NC 27596

Signature

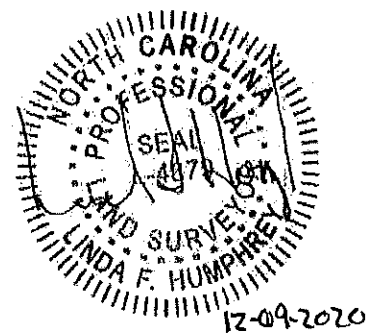
Owners Address

This the 31st day of December, 2020.

Mack Gay Associates, P.A.
Linda F. Humphrey, PLS
1667 Thomas A. Betts Parkway
Rocky Mount, NC 27804
252-446-3017
linda@mackgaypa.com

**Legal Description for
"Marshall W. Wiggins"
(60' Access Easement)**

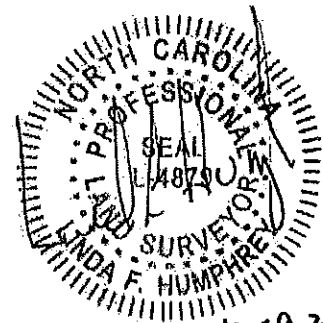
Commencing at an existing iron pipe on the northern right-of-way of Cedar Creek Road, a common corner with Franklin County Board of Education, Deed Book 1047, Page 364; thence continuing along the northern right-of-way of Cedar Creek Road S 53°07'23" W 335.64' to the TRUE POINT OF BEGINNING; thence S 53°11'26" W 61.24' to a point; thence leaving the northern right-of-way of Cedar Creek Road N 25°23'15" W 428.35' to a point; thence N 64°52'35" E 60.00' to a point; thence S 25°23'40" E 415.95' to the point and place of beginning, containing 0.58 acres according to a map titled, "Annexation map for: Marshall Wiggins, prepared by Mack Gay Associates, P.A., dated December 9, 2020.



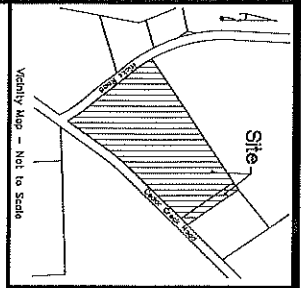
Mack Gay Associates, P.A.
Linda F. Humphrey, PLS
1667 Thomas A. Betts Parkway
Rocky Mount, NC 27804
252-446-3017
linda@mackgaypa.com

**Legal Description for
"Marshall W. Wiggins"
(Tract 3)**

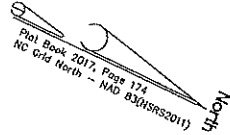
Commencing at an existing iron pipe on the northern right-of-way of Cedar Creek Road, a common corner with Franklin County Board of Education, Deed Book 1047, Page 364; thence continuing along the northern right-of-way of Cedar Creek Road S 53°07'23" W 335.64' to a point; thence S 53°11'26" W 61.24' to the TRUE POINT OF BEGINNING; thence S 53°06'46" W 531.06' to a point; thence S 45°35'52" W 486.76' to a point of intersection of the northern right-of-way of Cedar Creek Road and the eastern right-of-way of Hicks Road; thence continuing with the eastern right-of-way of Hicks Road N 23°45'30" W 43.17' to a point of curvature; thence continuing along the curve, a chord bearing and distance of N 26°54'07" W 180.45' and a radius of 1313.59'; thence N 30°52'57" W 197.92' to a point of curvature; thence continuing along the curve, a chord bearing and distance of N 25°56'32" W 215.39' and a radius of 1787.02'; thence N 21°26'35" W 60.71' to a point, a common corner with Charter FC Youngsville, LLC, Deed Book 2043, Page 272; thence leaving the eastern right-of-way of Hicks Road N 64°49'22" E 1001.05'; thence S 25°23'15" E 428.35 to the point and place of beginning, containing 12.49 acres according to a map titled, "Annexation map for: Marshall Wiggins, prepared by Mack Gay Associates, P.A., dated December 9, 2020.



12-09-2020



Vertical Map - Not to Scale



Pit Book 2017, Page 174
 NC Grid North - NAD 83(1119182011)

Certificate of Survey and Accuracy

I, Linda F. Humphrey, Professional Land Surveyor, certify that this map was prepared under my supervision from an actual field survey made under my direction. I certify that the boundaries not surveyed are clearly indicated as such on the map. I further certify that the boundaries shown on this map were derived from information found in Book As, Page Show that was prepared in accordance with the provisions of the General Statutes of the State of North Carolina. I have examined the original survey data, including the original signature, and I have determined that the map is a true and correct representation of the original survey data.

PRELIMINARY PLAN
Not to be used for
Construction or Conveyance



Certificate of Purpose of Plat

I, Linda F. Humphrey, Professional Land Surveyor No. 1-4679, certify that this survey is of an existing parcel or parcels of land and does not create a new street or change an existing street.

Linda F. Humphrey, Professional Land Surveyor 1-4679

Date: Dec 9, 2020
 Plot Book 2017, Page 174
 Plat Book 2017-2381

Certificate of Exemption from Subdivision Regulations

This is to certify that this survey does not create a subdivision of land as defined by the Town of Youngville, NC Subdivision Regulations.

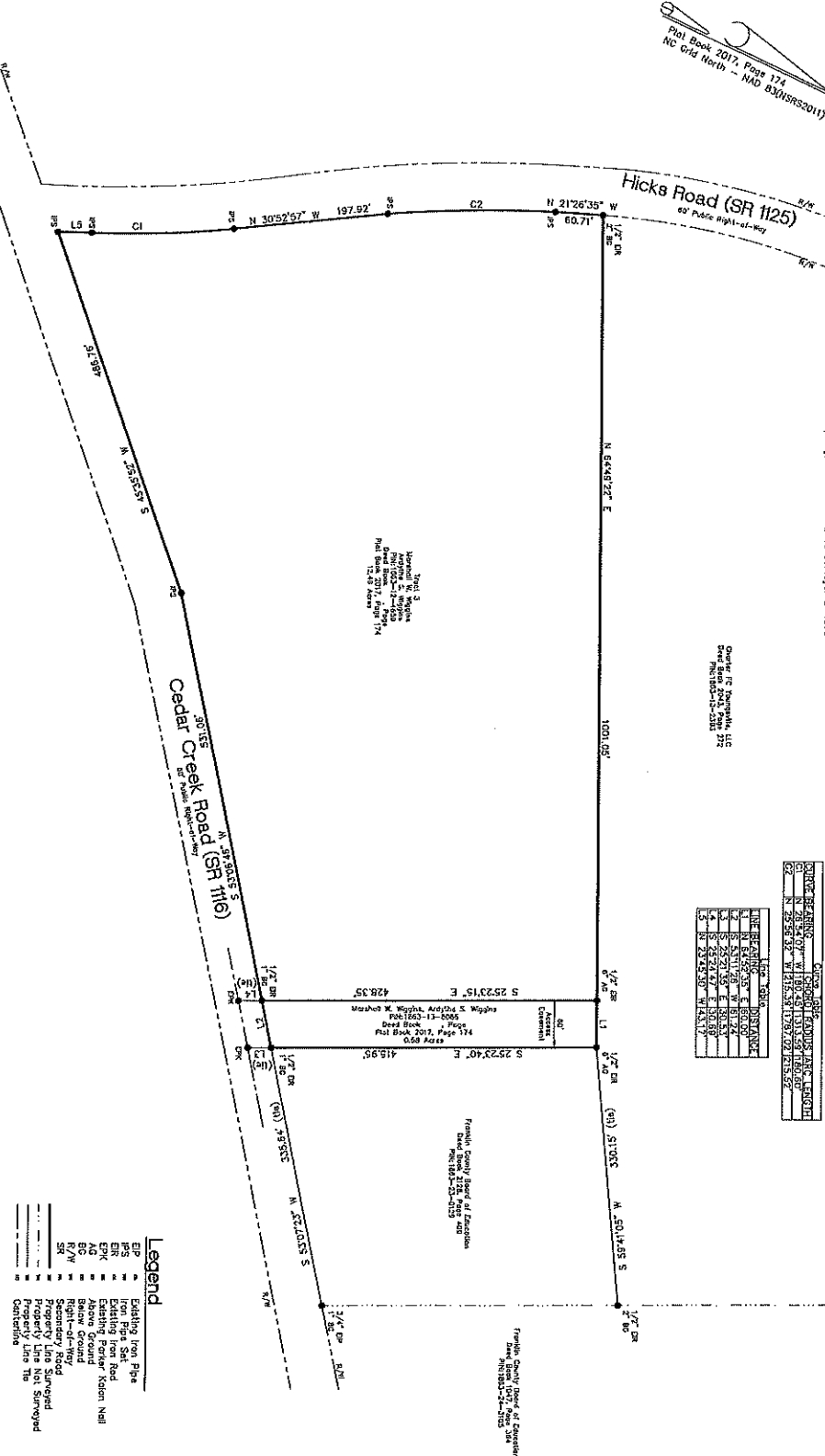
Zoning and Subdivision Administrator _____ Date _____

Review Officer Certificate

I, _____, Review Officer of North Carolina County certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer _____ Date _____

LINE	BEARING	LENGTH	AREA
1	N 21°26'39" W	60.71	0.0000
2	N 30°52'57" W	197.92	0.0000
3	N 21°26'39" W	60.71	0.0000
4	S 25°23'40" E	418.95	0.0000
5	N 25°23'15" E	428.35	0.0000
6	N 25°23'40" E	418.95	0.0000
7	N 50°14'55" S	200.00	0.0000
8	N 25°23'40" E	418.95	0.0000
9	N 50°14'55" S	200.00	0.0000
10	N 25°23'40" E	418.95	0.0000
11	N 50°14'55" S	200.00	0.0000
12	N 25°23'40" E	418.95	0.0000
13	N 50°14'55" S	200.00	0.0000
14	N 25°23'40" E	418.95	0.0000
15	N 50°14'55" S	200.00	0.0000
16	N 25°23'40" E	418.95	0.0000
17	N 50°14'55" S	200.00	0.0000
18	N 25°23'40" E	418.95	0.0000
19	N 50°14'55" S	200.00	0.0000
20	N 25°23'40" E	418.95	0.0000



Notes

- The purpose of this map is to show the location, no improvements are shown.
- Area computed by coordinate method.
- Distances shown are horizontal ground distances unless otherwise noted.
- The property is subject to any encumbrances that are found upon a thorough title search.
- Plat Book Numbers: 2017-2381, 1863-13-0086

References

- Pit Book 2017, Page 174
- Plat Book 2017-2381

Legend

- EIP Existing Iron Pipe
- EP Existing Potable Water
- ES Existing Sewer
- EPK Existing Potable Water Kiosk
- AG Above Ground
- BG Below Ground
- SR Secondary Road
- SRP Secondary Road Property Line
- SRN Secondary Road Not Surveyed
- SRNT Secondary Road Not Surveyed Contour



Annexation Map For:
MARSHALL WIGGINS
 2468 Cedar Creek Road, Youngville Township,
 Franklin County, North Carolina

Revisions

Number	Date	Description	CAD
1			

MGA
Mack Gay Associates, P.A.
 Engineering + Surveying + Planning
 1667 Thomas A. Belli Pkwy., Rocky Mount, NC 27804 - Firm License: C-0569
 Phone: 252-446-3017 - Fax: 252-446-7715 - www.mackgaypa.com

SCALE: 1" = 100'
 DATE: Dec. 9, 2020
 FILE: P2001501 CAD:LFH

PETITION REQUESTING ANNEXATION

To the Town Board of the Town of Youngsville;

1. We the undersigned owner(s) of real property respectfully request that the area, described in Paragraph 2 below, be annexed to the Town of Youngsville.

2. The area to be annexed is contiguous annexation to the Town of Youngsville and the boundaries of such territory are as follows:

Property consisting of: (See Attached)

3. We acknowledge that any zoning vested rights required pursuant to G.S. 160A-385.1 or G.S. 153a-44.a must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property.

JTM Properties, LLC by James T. Moss, Jr. mbr. mgr.
Owner's Name Signature
PO Box 960 Youngsville, NC 10/1/2020
Owners Address 27596

Owner's Name Signature

Owners Address

This the 1ST day of October, 2020.

Wiggins Village Phase 2 Legal Description

Beginning at a point, said point being located in the intersection of Hicks Road (SR 1125) and Twigs Road, thence leaving said intersection and running along the centerline of the area reserved for future 60' Public R/W, S 81°56'31" W 803.56' to a point, Thence N 10°08'52" W 30.02' to a point on the northern edge of the future right of way, thence S 81°56'31" W 159.97' to a point, Thence N 06°20'41" W 216.39' to a point, Thence N 49°34'33" E 168.46' to an existing Iron Bar, said point being on the southern line of Stephens Glen Subdivision (BM 2019, Page 43), Thence along the southern line of Stephens Glen N 81°58'06" E 415.93' to a point, Thence N 81°58'10"E 432.02' to a point located on the Western right of way of Hicks Road, thence N 82°51'04" E 30.37' to a point in the centerline of Hicks Road, Thence running with said centerline S 02°29'17" W 341.38' to the point and place of beginning containing 7.401 Ac.

I, MICHAEL A. MOSS CERTIFY THAT THIS PLAT WAS DRAWN AND PREPARED UNDER MY SUPERVISION FROM REFERENCES AS NOTED HEREON THAT THE DIMENSIONS NOT SHOWN ARE CALCULATED FROM THE INFORMATION SHOWN HEREON. THE POSITIONAL ACCURACY AS CALCULATED IS GREATER THAN 1:1000. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH CAROLINA SURVEYING LICENSE NUMBER AND SEAL IN ORIGINAL.

PRELIMINARY

FOR REVIEW PURPOSES ONLY

THIS PLAT CREATES A SUBDIVISION OF LAND WITHIN THE MAPS AND ORDINANCES OF THE TOWN OF YOUNGWOOD, NC. SUBDIVISION REGULATIONS.

PROFESSIONAL LAND SURVEYOR LICENSE NUMBER 12-1794

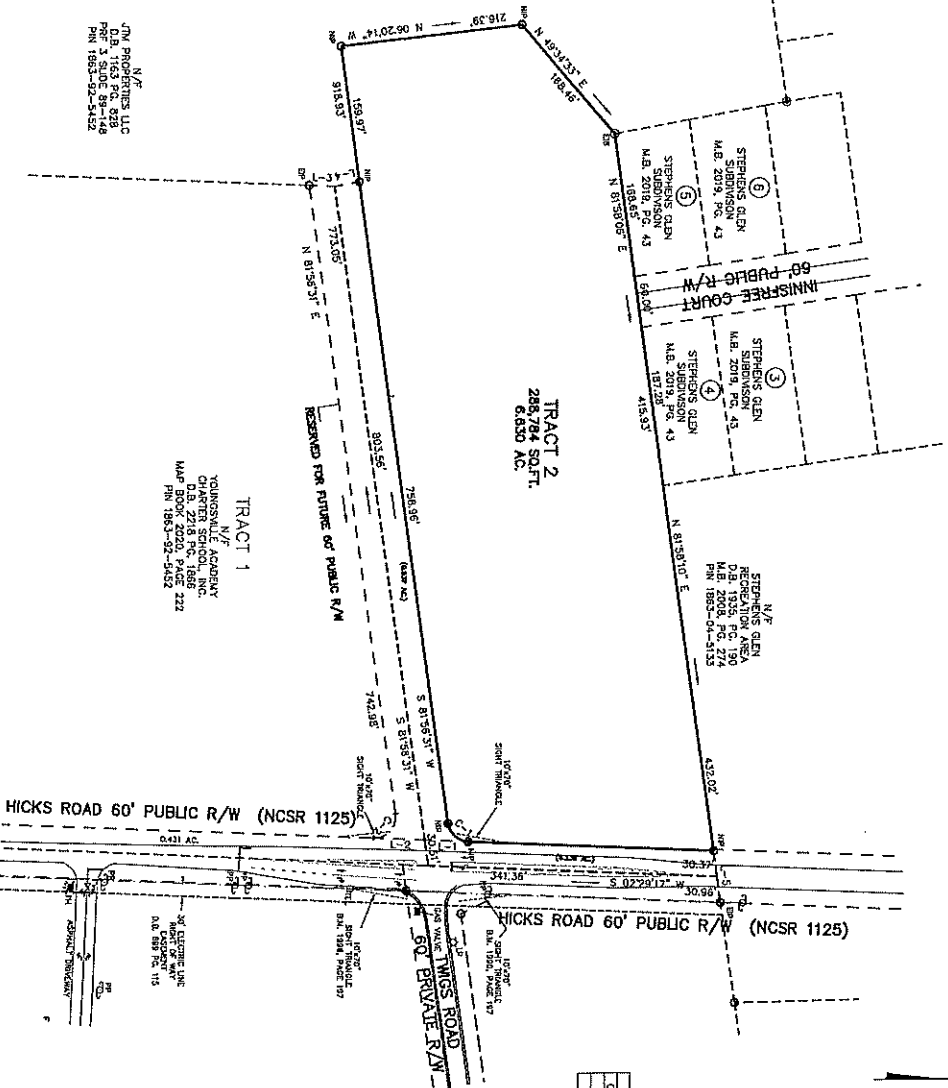
DESCRIPTION OF EXISTING ROAD SUBDIVISION REGULATIONS THIS IS TO CERTIFY THAT THIS SURVEY DOES NOT CREATE A SUBDIVISION OF LAND AS DEFINED BY THE TOWN OF YOUNGWOOD, NC. SUBDIVISION REGULATIONS.

ZONING AND SUBDIVISION - ADMINISTRATOR DATE

N/A PROPERTIES LLC
P.O. BOX 1146
P.N. 1983-92-5452

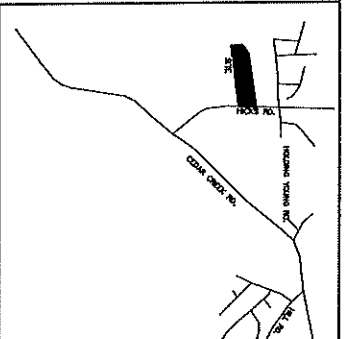
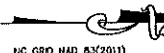
N/A PROPERTIES LLC
P.O. BOX 1146
P.N. 1983-92-5452

YOUNGWOOD ACADEMY
QUARTER SCHOOL, INC.
D.B. 2718 NC 1868 222
MAP P.N. 1983-92-5452



NOTES:
- THIS COMPASS IS COMPASS. METERS.
- THIS PROPERTY IS SUBJECT TO ANY EASEMENTS RIGHTS.
- THIS SURVEY IS SUBJECT TO ANY EASEMENTS RIGHTS.
- THIS SURVEY IS SUBJECT TO ANY EASEMENTS RIGHTS.
- THIS SURVEY IS SUBJECT TO ANY EASEMENTS RIGHTS.

- LEGEND:**
- EXISTING BOUNDARY
 - EXISTING ROAD
 - EXISTING RIGHT OF WAY
 - EXISTING EASEMENT
 - EXISTING CURB
 - EXISTING DRIVE
 - EXISTING FENCE
 - EXISTING UTILITY
 - EXISTING WATER
 - EXISTING SEWER
 - EXISTING WALKER
 - EXISTING VALVE
 - EXISTING SIGN



LINE	BEARING	DISTANCE	CURVE TABLE	CHORD LENGTH	CHORD BESSUNG
1-1	S 07°29'58\"	51.29'		51.29'	51.29'
1-2	S 07°29'58\"	68.57'		68.57'	68.57'
1-3	N 02°26'58\"	34.57'		34.57'	34.57'
1-4	S 82°51'04\"	61.32'		61.32'	61.32'
CHORD				115.00'	115.00'
CHORD				18.44'	18.44'
CHORD				54.7817'	54.7817'

LINE TYPE LEGEND

Property Line	Line Survey
Right of Way	Line Not Surveyed
Proposed Line	Proposed Line
Proposed Right of Way	Proposed Right of Way
Proposed Easement	Proposed Easement
Proposed Fence	Proposed Fence
Proposed Utility	Proposed Utility
Proposed Water	Proposed Water
Proposed Sewer	Proposed Sewer
Proposed Walker	Proposed Walker
Proposed Valve	Proposed Valve
Proposed Sign	Proposed Sign

ANNEXATION ORD. # _____
ANNEXATION PLAN FOR
WIGGINS TOWNES, LLC
OWNER: JTM PROPERTIES, LLC
REF: MAP BOOK 2020, PAGE 222
REF: D.B. 1163, PAGE 828
YOUNGWOOD TOWNSHIP
FRANKLIN COUNTY, NORTH CAROLINA

SCALE 1"=100'
100 50 0 100 200
DECEMBER 7, 2020
ZONED SFR-3
PIN #1983-92-5452



CANTHORNE, MOSS & PANGERA, P.C. PROFESSIONAL LAND SURVEYORS, C-1525, 333 S. WHITE STREET, P.O. BOX 1253, WAKE FOREST N.C., 27588, (919) 556-3148



Town of Youngsville

Post Office Box 190, Youngsville, North Carolina 27596

Phone: 919.925.3401 | Fax: 919.925.3402

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31

WHEREAS, a petition requesting annexation of an area described in said petition was received on December 10, 2020 by the Board of Commissioners; and

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

WHEREAS, the Board of Commissioners of the Town of Youngsville deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Youngsville that:

The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Board of Commissioners the result of her investigation.

The motion to adopt this resolution was made by _____, seconded by _____ and passed by a vote of ____ to ____.

Fonzie Flowers, Mayor

ATTEST:

Emily Hurd, Town Clerk

This is to certify that this is a true and accurate copy of Resolution No. _____ adopted by the Town of Youngsville Board of Commissioners on the 14th day of January 2021.

Emily Hurd, Town Clerk

Date



Town of Youngsville

Post Office Box 190, Youngsville, North Carolina 27596
Phone: 919.925.3401 | Fax: 919.925.3402

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER G.S. 160A-31

WHEREAS, a petition requesting annexation of an area described in said petition was received on December 7, 2020 by the Board of Commissioners; and

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

WHEREAS, the Board of Commissioners of the Town of Youngsville deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Youngsville that:

The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Board of Commissioners the result of her investigation.

The motion to adopt this resolution was made by _____, seconded by _____ and passed by a vote of ____ to ____.

Fonzie Flowers, Mayor

ATTEST:

Emily Hurd, Town Clerk

This is to certify that this is a true and accurate copy of Resolution No. _____ adopted by the Town of Youngsville Board of Commissioners on the 14th day of January 2021.

Emily Hurd, Town Clerk

Date



Town of Youngsville
Board of Commissioners
P. O. Box 190 / 134 US 1A South
Youngsville, NC 27596
(919) 925-3401 – Town Hall / (919) 925-3402 – Fax
CustomerService@TownofYoungsville.org
www.townofyoungsville.org

CERTIFICATE OF SUFFICIENCY

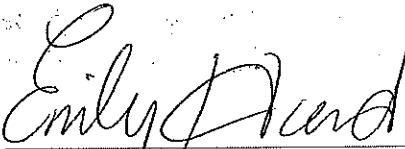
To the Board of Commissioners of the Town of Youngsville, North Carolina:

I, Emily Hurd, Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition included a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area in relation to the primary corporate limits.
- b. The petition includes the names and addresses of all owners of real property lying in the area described therein.
- c. The petition includes the signatures of all owners of real property lying in the area described therein, except those not required to sign by G.S. 160A-58.1(a).
- d. The nearest point on the proposed satellite corporate limits is no more than three (3) miles from the primary corporate limits of the Town.
- e. No point on the proposed satellite corporate limits is closer to the primary corporate limits of any municipality other than the Town.
- f. The satellite area is so situated that the Town will be able to provide the same services as are provided within its primary corporate limits.
- g. To the extent that the proposed satellite area contains any portion of a subdivision, the entire subdivision is included.
- h. The Town has received modification to the requirement of 10% allowance to satellite annexations.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Youngsville, this 14th day of January 2021.




Emily Hurd, Town Clerk



Town of Youngsville
Board of Commissioners
P. O. Box 190 / 134 US 1A South
Youngsville, NC 27596
(919) 925-3401 – Town Hall / (919) 925-3402 – Fax
CustomerService@TownofYoungsville.org
www.townofyoungsville.org

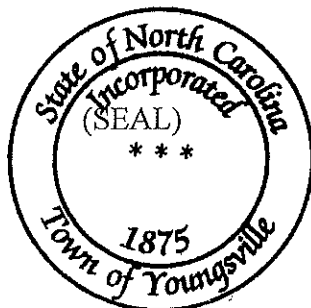
CERTIFICATE OF SUFFICIENCY

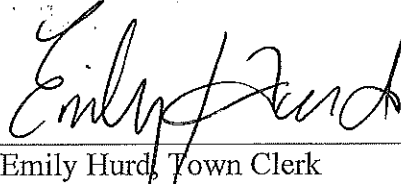
To the Board of Commissioners of the Town of Youngsville, North Carolina:

I, Emily Hurd, Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. The petition included a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area in relation to the primary corporate limits.
- b. The petition includes the names and addresses of all owners of real property lying in the area described therein.
- c. The petition includes the signatures of all owners of real property lying in the area described therein, except those not required to sign by G.S. 160A-58.1(a).
- d. The nearest point on the proposed satellite corporate limits is no more than three (3) miles from the primary corporate limits of the Town.
- e. No point on the proposed satellite corporate limits is closer to the primary corporate limits of any municipality other than the Town.
- f. The satellite area is so situated that the Town will be able to provide the same services as are provided within its primary corporate limits.
- g. To the extent that the proposed satellite area contains any portion of a subdivision, the entire subdivision is included.
- h. The Town has received modification to the requirement of 10% allowance to satellite annexations.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Youngsville, this 14th day of December 2020.





Emily Hurd, Town Clerk



Town of Youngville

Post Office Box 190, Youngville, North Carolina 27596

Phone: 919.925.3401 | Fax: 919.925.3402

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Youngville, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at 7:00pm at the Youngville Community House on February 11, 2021.

Section 2. The area proposed for annexation is described as follows:

MARSHALL W WIGGINS AND ARDYTHE S WIGGINS TWO (2) PARCELS – CEDAR CREEK ROAD

Legal Description for 60' Access Easement

Commencing at an existing iron pipe on the northern right-of-way of Cedar Creek Road, a common corner with Franklin County Board of Education, Deed Book 1047, Page 364; thence continuing along the northern right-of-way of Cedar Creek Road S 53°07'23" W 335.64' to the TRUE POINT OF BEGINNING; thence S 53°11'26" W 61.24' to a point; thence leaving the northern right-of-way of Cedar Creek Road N 25°23'15" W 428.35' to a point; thence N 64°52'35" E 60.00' to a point; thence S 25°23'40" E 415.95' to the point and place of beginning, containing 0.58 acres according to a map titled, "Annexation map for: Marshall Wiggins", prepared by Mack Gay Associates, P.A., dated December 9, 2020.

Legal Description for Tract 3

Commencing at an existing iron pipe on the northern right-of-way of Cedar Creek Road, a common corner with Franklin County Board of Education, Deed Book 1047, Page 364;



Town of Youngsville

Post Office Box 190, Youngsville, North Carolina 27596

Phone: 919.925.3401 | Fax: 919.925.3402

thence continuing along the northern right-of-way of Cedar Creek Road S 53°07'23" W 335.64' to a point; thence S 53°11'26" W 61.24' to the TRUE POINT OF BEGINNING; thence S 53°06'46" W 531.06' to a point; thence S 45°35'52" W 486.76' to a point of intersection of the northern right-of-way of Cedar Creek Road and the eastern right-of-way of Hicks Road; thence continuing with the eastern right-of-way of Hicks Road N 23°45'30" W 43.17' to a point of curvature; thence continuing along the curve, a chord bearing and distance of N 26°54'07" W 180.45' and a radius of 1313.59'; thence N 30°52'57" W 197.92' to a point of curvature; thence continuing along the curve, a chord bearing and distance of N 25°56'32" W 215.39' and a radius of 1787.02'; thence N 21°26'35" W 60.71' to a point, a common corner with Charter FC Youngsville, LLC, Deed Book 2043, Page 272; thence leaving the eastern right-of-way of Hicks Road N 64°49'22" E 1001.05'; thence S 25°23'15" E 428.35 to the point and place of beginning, containing 12.49 acres according to a map titled, "Annexation map for: Marshall Wiggins", prepared by Mack Gay Associates, P.A., dated December 9, 2020.

Section 3. Notice of the public hearing shall be published in The Franklin Times, a newspaper having general circulation in the Town of Youngsville, at least ten (10) days prior to the date of the public hearing.

The motion to adopt this resolution was made by _____, seconded by _____ and passed by a vote of ____ to ____.

Fonzie Flowers, Mayor

ATTEST:

Emily Hurd, Town Clerk

This is to certify that this is a true and accurate copy of Resolution No. _____ adopted by the Town of Youngsville Board of Commissioners on the 14th day of January 2021.

Emily Hurd, Town Clerk

Date



Town of Youngsville

Post Office Box 190, Youngsville, North Carolina 27596

Phone: 919.925.3401 | Fax: 919.925.3402

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31

WHEREAS, a petition requesting annexation (2021-3) of the area described herein has been received; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Youngsville, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at 7:00pm at the Youngsville Community House on February 11, 2021.

Section 2. The area proposed for annexation is described as follows:

Wiggins Village Phase 2 Legal Description

Beginning at a point, said point being located in the intersection of Hicks Road (SR 1125) and Twigs Road, thence leaving said intersection and running along the centerline of the area reserved for future 60' Public R/W, S 81°56'31" W 803.56' to a point, Thence N 10°08'52" W 30.02' to a point on the northern edge of the future right of way, thence S 81°56'31" W 159.97' to a point, Thence N 06°20'41" W 216.39' to a point, Thence N 49°34'33" E 168.46' to an existing Iron Bar, said point being on the southern line of Stephens Glen Subdivision (BM 2019, Page 43), Thence along the southern line of Stephens Glen N 81°58'06" E 415.93' to a point, Thence N 81°58'10" E 432.02' to a point located on the Western right of way of Hicks Road, thence N 82°51'04" E 30.37' to a point in the centerline of Hicks Road, Thence running with said centerline S 02°29'17" W 341.38' to the point and place of beginning containing 7.401 Ac.

Section 3. Notice of the public hearing shall be published in The Franklin Times, a newspaper having general circulation in the Town of Youngsville, at least ten (10) days prior to the date of the public hearing.

Town of Youngsville 1/11/2021

SUBJECT: Resolution Fixing Date of Public Hearing – Annexation Petition – Wiggins Village,
Phase 2

Fonzie A Flowers, Mayor

ATTEST:

Emily Hurd, Town Clerk

This is to certify that this is a true and accurate copy of _____ adopted by the
Town of Youngsville Board of Commissioners on the 14th day of January 2021.

Emily Hurd, Town Clerk

Date

AN ORDINANCE TO ADOPT THE DEVELOPMENT AGREEMENT BETWEEN THE
TOWN OF YOUNGSVILLE AND WIGGINS TOWNS, LLC

WHEREAS, North Carolina General Statutes (“NCGS”) § 160D-1001, and following (the “Act”) authorizes municipalities to enter into development agreements with developers under the terms and conditions stated in the statutes; and

WHEREAS, the Town of Youngsville (“Town”) and Wiggins Towns, LLC (“Developer”) have negotiated an agreement in accord with and under the authority of the cited statutes; and

WHEREAS, NCGS § 160D-1003(b) requires that Development Agreements be adopted by ordinance; and

WHEREAS, a public hearing was held on January 14, 2021 as set forth in NCGS § 160D-1005 providing public review of the Development Agreement as defined below; and

WHEREAS, the Town finds that the Development Agreement is consistent with the Act, the Town’s adopted policy guidance, and the Current Regulations, as defined in the Development Agreement:

NOW, THEREFORE, BE IT ORDAINED, by the Board of Commissioners of the Town of Youngsville, North Carolina that:

1. Pursuant to the authority granted to the Town by Article 10 of Chapter 160D of the North Carolina General Statutes, the Town hereby adopts the Development Agreement by and between Town and Developer, dated January 14, 2021, and attached hereto (the “Development Agreement”), and authorizes the Mayor to execute the document.
2. This ordinance is effective upon adoption.

DULY ADOPTED this ____ day of _____, 2021.

Fonzie Flowers, Mayor

ATTEST:

Emily Hurd, Town Clerk

**INTERGOVERNMENTAL AGREEMENT FOR FRANKLIN COUNTY
TO REIMBURSE TOWN OF YOUNGSVILLE FOR WATER AND SEWER
UPGRADES ON TOWN'S MAIN STREET IMPROVEMENTS PROJECT**

Pursuant to and in accordance with N.C. Gen. Stat. § 153A-278 (Joint Provision of Enterprisory Services), § 160A-312 (Authority to Operate Public Enterprises) and § 160A-460 *et seq.* (Interlocal Cooperation), this **AGREEMENT** is made the ____ day of _____, 2020, between Franklin County (County), and the Town of Youngsville (Town). As used herein, County and Town shall be collectively referred to as the "Parties" and either of them singularly as the "Party".

RECITALS:

WHEREAS, the Youngsville Main Street Improvements Project (the "Project") includes streetscaping along certain portions of the existing roadways located within the Project (hereinafter, the "Project Area") to encompass improvements to sidewalks, modification of curb lines, and various aesthetic improvements;

WHEREAS, County is the water and sewer provider within Town and as such County is responsible for any water and sewer upgrades within the Project Area;

WHEREAS, County intends for Town as contract administrator to have installed certain water and sewer facility upgrades within the Project Area to improve existing water quality and to increase sewer capacity, for which County will reimburse Town as described below; and

WHEREAS, County will continue to own and operate all water and sewer infrastructure at the completion of the Project, including any infrastructure Town has caused to have installed.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the foregoing recitals and for other good and sufficient consideration, the receipt of which is hereby acknowledged, County and Town agree as follows.

1.0 PROCUREMENT AND CONSTRUCTION

1.01 Procurement. Town shall design, publicly bid and administer the construction contract for the Project, which shall include the upgrade to the water and sewer facilities shown on Exhibit 1 attached hereto (the "Public Utility Upgrades"). The Project will be bid on a unit price basis in order to identify the actual cost of the Public Utility Upgrades as specifically addressed below. Town shall be responsible for compliance with any applicable North Carolina procurement laws.

1.02 Construction. The Public Utility Upgrades shall be built to County construction standards in accordance with the County's Public Utilities Handbook. Town shall provide as-built

drawings to County for the Public Utilities Upgrades at least prior to acceptance of and reimbursement for such Upgrades by County.

- 1.03 Coordination.** Town shall provide County regular construction status updates throughout the construction process and include County in the scheduling of all pre-bid, bid opening, pre-construction and monthly construction meetings.
- 1.04 Inspection.** Town shall provide County access to the Project work site for the purposes of periodic inspection of the Public Utility Upgrades, including a final inspection of such Upgrades by County, which shall occur no later than thirty (30) days after receipt of notice by County of completion of such Upgrades.
- 1.05 Project Changes.** In the event circumstances arise during construction of the Project which require material changes to the Public Utility Upgrades, then Town shall promptly provide County written notice of and a cost estimate for such changes. County may then either terminate this Agreement pursuant to Section 3.0 hereof or approve such changes by providing written notice to Town of its approval.
- 1.06 Appointment of Personnel.** Each Party shall, at such Party's reasonable discretion, select and appoint personnel to perform the functions of this Agreement.
- 1.07 Ownership of the Public Utility Upgrades.** County shall own the Public Utility Upgrades upon acceptance thereof by County. Prior to acceptance, the Public Utility Upgrades are owned by the contractor which is responsible therefor. Town is acting under this Agreement as the administrator for construction of the Public Utility Upgrades. At no time is Town the owner or operator of the Public Utility Upgrades.

2.0 FUNDING

- 2.01 Costs.** County will reimburse Town for all costs associated with planning, bidding, administering and installing the Public Utility Upgrades, including, without limitation, the following items, or items substantively equivalent thereto, contained within the "Town of Youngsville Main Street Improvements Bid Form" attached hereto as Exhibit 2.

The actual cost of the Public Utility Upgrades shall not exceed \$866,890. County will not reimburse any amounts exceeding \$866,890 unless County provides Town with County's prior written approval for such additional reimbursement(s). The Parties agree to amend this Agreement to reflect such additional reimbursements.

- 2.02 Payment.** Town shall issue payment to all consultants and contractors hired to carry out the Public Utility Upgrades. Town will invoice County monthly for the actual cost of consultant services, planning and construction for the Public Utility Upgrades. County shall reimburse Town within thirty (30) days of receipt of such invoice.

3.0 TERM AND TERMINATION

3.01 Term. The term of this Agreement shall run from the date first referenced herein above through completion of the Project.

3.02 Termination. Either Party shall have the right to terminate its participation in this Agreement in the event (i) of a material breach of the terms and conditions of this Agreement by the other Party which has not been cured within ten (10) days following delivery of written notice thereof or (ii) a material change in the Public Utility Upgrades under Section 1.05 herein above. Such termination shall be effective upon giving fourteen (14) days written notice to the other Party, such notice to be delivered to the following address:

Town of Youngsville: Phil Cordeiro, Town Manager
Town of Youngsville
PO Box 190
134 US-1A
Youngsville, NC 27596

Franklin County: Kim Denton, County Manager
Franklin County
113 Market Street
Louisburg, NC 27549

The roles and responsibilities of the Parties shall terminate within fourteen (14) days after receipt by the non-terminating party of such notice (the "Termination Date"), unless otherwise agreed in writing by both Parties. Such termination shall not relieve the Parties of their respective responsibilities under this Agreement for payment of their commitments as of the Termination Date. Within fifteen (15) days of the Termination Date, each Party shall account to the other Party for those items through the Termination Date which have been paid for and shall be reimbursed by the other Party pursuant to this Agreement. Such other Party shall make final payment within thirty (30) days of receipt of such accounting. Upon the Termination Date, the Public Utility Upgrades shall be the responsibility of County to own, operate and complete the construction thereof, if applicable. At no time shall County be responsible to Town's contractor for the Public Utility Upgrades.

4.0 General Terms

4.01 Amendment. Any amendment to this Agreement to be effective must be in writing, signed by an authorized representative of the Parties, and executed with the same formality and approvals as this Agreement.

4.02 Assignment. No Party shall assign any portion of this Agreement or the rights and responsibilities hereunder to another person or entity which is not Party to this Agreement without prior written consent of the Parties.

- 4.03 No Third-Party Beneficiaries.** This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties and shall not confer any rights or remedies upon any person or entity other than the Parties.
- 4.04 Indemnification.** To the extent and limits of the North Carolina Tort Claims Act, Article 31 of Chapter 143 of the North Carolina General Statutes, and without waiving the Town's sovereign immunity, Town shall indemnify County for any liabilities, damages, costs and claims arising from or relating to the negligent acts or omissions of Town committed in connection with this Agreement. This indemnification obligation shall survive the expiration or termination of this Agreement. This indemnification is limited to the insurance coverage applicable to Town's negligent acts or omissions committed in connection with this Agreement. Such liability arises out of acts for which any defense of governmental, statutory, or common law immunity is not available. The indemnification provided for herein shall not be construed as a waiver of any applicable defense of governmental, statutory, or common law immunity, and shall not prevent Town from asserting any defense of such immunity; provided that if a court of competent jurisdiction determines that no such immunity applies, then the indemnity provided for herein shall apply.
- 4.05 Ethics Provision.** The Parties acknowledge and shall adhere to the requirements of N.C. Gen. Stat. §133-32, which prohibits the offer to, or acceptance by any state or local employee of any gift from anyone with a contract with the governmental entity or from a person seeking to do business with the governmental entity.
- 4.06 Governing Law; Venue.** This Agreement and the rights and obligations of the Parties shall be interpreted, construed and enforced in accordance with the laws of the State of North Carolina and shall be enforced only in its General Court of Justice to the extent that any such actions will lie therein. The venue for any such action relating to this Agreement shall be Franklin County Civil Superior Court.
- 4.07 Entire Agreement.** The terms and provisions herein contained constitute the entire agreement between the Parties and shall supersede all previous communications, representations or agreements, either oral or written between the Parties with respect to the subject matter hereof.
- 4.08 Severability.** If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.
- 4.09 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original.
- 4.10 E-Verify.** Town shall comply with E-Verify, 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 and as in accordance with N.C.G.S. §64-25 et seq. In

addition, to the best of Town's knowledge, any subcontractor employed by Town as a part of this Agreement shall be in compliance with the requirements of E-Verify and N.C.G.S. § 64-25 et seq.

4.11 Final Divestment List. Town certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Town shall not utilize in the performance of this Agreement any subcontractor that is identified on the Final Divestment List.

4.12 Boycott of Israel. The County certifies that it has not been designated by the North Carolina State Treasurer as an entity engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

(Signature page follows this page)

**STATE OF NORTH CAROLINA
COUNTY OF FRANKLIN**

INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, County has executed the foregoing with the signature(s) of its duly authorized officer(s), under seal, and Town has executed with the signature of the Town Manager, attested by its Town Clerk, with the official seal affixed, the day and year first above written.

TOWN OF YOUNGSVILLE

BY: _____
Town Manager

Attest:

Town Clerk

Approved as to Form, Town Attorney

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

Signature of Finance Officer

COUNTY OF FRANKLIN

BY: _____
County Manager

Attest:

County Clerk

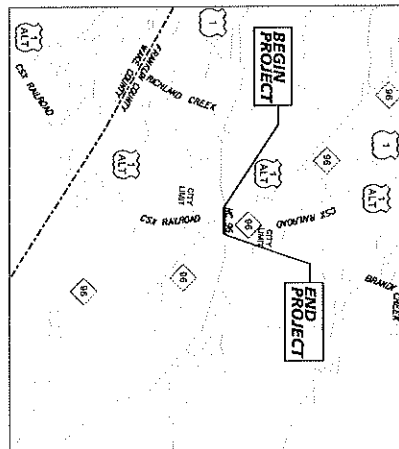
Approved as to Form, County Attorney

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

Signature of Finance Officer

09/08/99

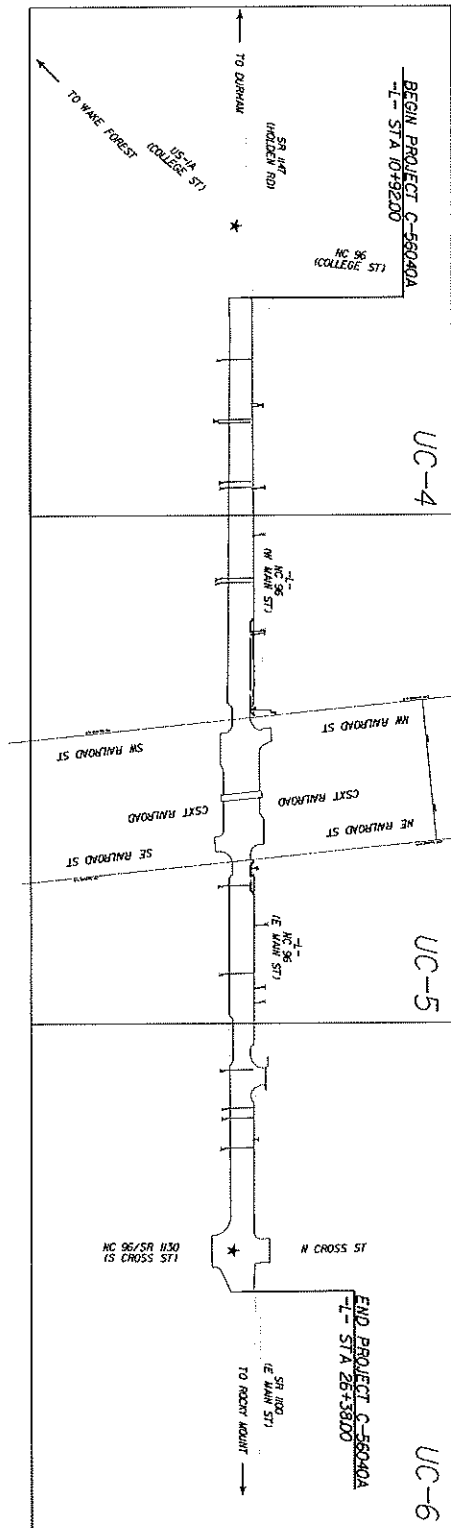
PROJECT: C-5604Q1



STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS
UTILITY CONSTRUCTION PLANS
FRANKLIN COUNTY

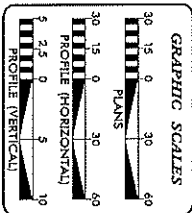
LOCATION: MAIN STREET (NC 96) FROM EAST OF THE INTERSECTION
COLLEGE STREET (US-1A) TO CROSS STREET IN YOUNGSVILLE

TYPE OF WORK: POTABLE WATER RELOCATION



* TRAFFIC SIGNAL (BY OTHERS)
THIS PROJECT IS WITHIN THE MUNICIPAL BOUNDARIES OF THE TOWN OF YOUNGSVILLE

DISCUSSANT NOT CONSIDERED FINAL
UNTL ALL SIGNATURES ARE COMPLETED



INDEX OF SHEETS	
SHEET NO.	TITLE SHEET DESCRIPTION
UC-1	UTILITY SYMBOLOGY
UC-2	UTILITY NOTES
UC-3	UTILITY DETAILS
UC-3A THRU UC-3C	UTILITY CONSTRUCTION SHEETS
UC-4 THRU UC-6	UTILITY PROFILE SHEETS
UC-7	

WATER AND SEWER OWNERS ON PROJECT
(A) WATERSEWER - FRANKLIN COUNTY

PREPARED IN THE OFFICE OF
Kimley-Horn
INCORPORATED
1000 W. MAIN ST., SUITE 200
YOUNGSVILLE, NC 27555
Tel: 919/286-1100
Fax: 919/286-1101



DIVISION OF HIGHWAYS UTILITIES UNIT
355 EAST SERVICES CENTER
RAVENNA, NC 27574
Tel: 919/286-1100

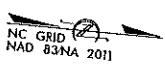
Toddie Keith, PE
UTILITIES REGIONAL ENGINEER

Donald Power
UTILITIES ENGINEER

C. Dennis Martin, III
UTILITIES AREA COORDINATOR

Kenneth Brown
UTILITIES COORDINATOR

TITLE NO.	C-5604Q1
SHEET NO.	UC-1



STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

UTILITIES PLAN SHEET SYMBOLS

PROPOSED WATER SYMBOLS

Water Line (Sized as Shown)	———
11 1/4 Degree Bend	⊥
22 1/2 Degree Bend	⊥
45 Degree Bend	⊥
90 Degree Bend	⊥
Plug	⊥
Tee	⊥
Cross	⊥
Reducer	⊥
Gate Valve	⊥
Butterfly Valve	⊥
Tapping Valve	⊥
Line Stop	⊥
Line Stop with Bypass	⊥
Blow Off	⊥
Fire Hydrant	⊥
Relocate Fire Hydrant	⊥
Remove Fire Hydrant	⊥
Water Meter	⊥
Relocate Water Meter	⊥
Remove Water Meter	⊥
Water Pump Station	⊥
RPZ Backflow Preventer	⊥
DOY Backflow Preventer	⊥
Relocate RPZ Backflow Preventer	⊥
Relocate DOY Backflow Preventer	⊥

PROPOSED SEWER SYMBOLS

Gravity Sewer Line (Sized as Shown)	———
Force Main Sewer Line (Sized as Shown)	———
Manhole (Sized per Note)	⊙
Sewer Pump Station	⊙

PROPOSED MISCELLANEOUS UTILITIES SYMBOLS

Power Pole	⊙
Telephone Pole	⊙
Joint Use Pole	⊙
Telephone Pedestal	⊙
Utility Line by Others (Type as Shown)	⊙
Trenchless Installation	⊙
Encasement by Open Cut	⊙
Encasement	⊙

EXISTING UTILITIES SYMBOLS

Power Pole	⊙
Telephone Pole	⊙
Joint Use Pole	⊙
Utility Pole	⊙
Utility Pole with Base	⊙
H-Frame Pole	⊙
Power Transmission Line Tower	⊙
Water Manhole	⊙
Power Manhole	⊙
Telephone Manhole	⊙
Sanitary Sewer Manhole	⊙
Hand Hole for Cable	⊙
Power Transformer	⊙
Telephone Pedestal	⊙
CATV Pedestal	⊙
Gas Valve	⊙
Gas Meter	⊙
Located Miscellaneous Utility Object	⊙
Abandoned According to Utility Records	⊙
End of Information	EOI

Thrust Block

Air Release Valve

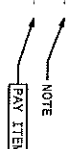
Utility Vault

Concrete Pier

Steel Pier

Plan Note

Pay Item Note



*For Existing Utilities
Utility Line Drawn from Record
(Type as Shown)
Designated Utility Line
(Type as Shown)

NO.	REVISIONS

5/14/99

10/17/2003

GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH APPLICABLE STATE, FEDERAL, AND LOCAL CODES, AND ALL NECESSARY LICENSES AND PERMITS SHALL BE OBTAINED BY THE CONTRACTOR AT ITS EXPENSE, UNLESS OTHERWISE OBTAINED BY THE OWNER AND PROVIDED AT THE PRECONSTRUCTION CONFERENCE.
2. DEVIATION FROM THESE PLANS AND NOTES WITHOUT THE PRIOR WRITTEN CONSENT OF THE UTILITY OWNER OR THEIR REPRESENTATIVE ON THE ENGINEER MAY BE CAUSE FOR THE WORK TO BE UNACCEPTABLE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY SHOULD ANY FIELD CONDITIONS BE ENCOUNTERED THAT VARY FROM THE INFORMATION PROVIDED IN THE CONTRACT DOCUMENTS.
3. CONTRACTOR SHALL PLAN AND CONSTRUCT WORK SO AS TO CAUSE MINIMUM INTERFERENCE TO THE UTILITY OWNER AND PUBLIC. THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL, AND ERECT AND MAINTAIN AT ALL TIMES DURING THE PROGRESS OR TEMPORARY SUSPENSION OF WORK, SUITABLE BARRIERS, STOPS OR OTHER ADEQUATE PROTECTION. INCLUDING SIGNAGE AND FLAGMEN, AS NECESSARY TO PROTECT THE UTILITY WORK AND TO PROTECT THE PUBLIC FROM THE WORK. THE CONTRACTOR SHALL MAINTAIN CONSTRUCTION SIGNALS IN ACCORDANCE WITH THE LATEST EDITION OF "CONSTRUCTION AND MAINTENANCE OPERATIONS SUPPLEMENT TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" BY THE NCDOT.
4. ALL WATER AND SEWER CONSTRUCTION SHALL CONFORM TO NCDCS REGULATIONS, AND TO CURRENT UTILITY OWNER REGULATIONS, STANDARDS, AND SPECIFICATIONS. CONTRACTOR SHALL OBTAIN FROM EACH UTILITY OWNER AND ENGINEER APPROVED SUBMITTALS FOR ALL MATERIALS PROPOSED TO BE INCORPORATED IN THE WORK PRIOR TO ORDERING ANY MATERIALS OR COMMENCING UTILITY CONSTRUCTION.
5. CONTRACTORS SHALL COORDINATE ALL WORK WITH UTILITY OWNER AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION, OR AS OTHERWISE SPECIFIED HEREIN.
6. ALL PIPE LENGTHS ARE MEASURED ALONG A HORIZONTAL PLANE. SANITARY SEWER LINES ARE MEASURED TO CENTER OF MANHOLE.
7. THE CONTRACTOR SHALL PROVIDE ALL STAKEOUT SURVEY. ANY EXISTING STAKEOUT OR BENCHMARKS SHALL NOT BE RELIED UPON BY THE CONTRACTOR.
8. COORDINATES SHOWN ON THE DRAWINGS ARE BASED ON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD 83).
9. ANY NECESSARY FIELD REVISIONS ARE SUBJECT TO REVIEW & APPROVAL OF AN AMENDED PLAN FOR THE UTILITY OWNER PRIOR TO CONSTRUCTION.
10. LOCATIONS OF EXISTING SEWER UTILITIES ARE APPROXIMATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL INFORMATION REGARDING ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND TO TAKE PRECAUTIONARY STEPS AS NECESSARY TO PROVIDE FOR THEIR PROTECTION. THE ENGINEER HAS ATTEMPTED TO LOCATE AND INDICATE ALL EXISTING FACILITIES ON THE PLANS; HOWEVER, THIS INFORMATION IS SHOWN FOR THE CONTRACTOR'S CONVEINENCE ONLY. THE ENGINEER AND THE OWNER ASSUME NO RESPONSIBILITY FOR THE CORRECTNESS OF UTILITIES SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES SHOWN ON THESE PLANS BY THE 911 *1-800-322-8849. THE CONTRACTOR SHALL CONTACT ANY UTILITY OWNER WHOSE UTILITIES ARE NOT LOCATED BY THE 911 * FOR EXACT LOCATION OF THEIR UTILITIES PRIOR TO STARTING CONSTRUCTION. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AND/OR REPLACE ANY AND ALL DAMAGE DONE TO UTILITIES BY THE CONTRACTOR TO RECONSTRUCT CONDITION OR BETTER AT THE CONTRACTOR'S EXPENSE.
11. DEPTH AND LOCATION OF BURIED DATA AND TELECOMMUNICATIONS CABLES (FIBER OPTICS AND CABLES) ARE KNOWN TO VARY DUE TO INSTALLATION TECHNIQUES. CONTRACTOR SHALL COORDINATE ITS WORK WITH CONFLICTING CABLES AS NECESSARY FOR INSTALLATION OF THE PROPOSED WATER AND SEWER. CONTRACTOR SHALL VERIFY THE VOLTAGES OF ALL ELECTRICAL UTILITIES AND FOLLOW THE APPROPRIATE OSHA STANDARDS WHEN WORKING IN THEIR VICINITY.
12. UNLESS OTHERWISE INDICATED, ALL GRADE ELEVATIONS SHOWN ARE ALONG THE PIPE CENTERLINE.
13. UTILITY OWNER WILL FURNISH DESCRIPTIONS OF ELEMENTS UPON REQUEST.
14. ALL WAREHOUSE CISTS SHALL BE SMOOTH OR RILLED ALONG A CONTINUOUS STRAIGHT LINE AND REPAIRED PER NCDCS REQUIREMENTS AND AS SPECIFIED HEREIN.
15. TRAFFIC ISLANDS, CURBS, CONCRETE DRIVEWAYS, AND OTHER CONCRETE SURFACING SHALL BE REPLACED TO THE FIRST EXPANSION JOINT BEYOND THE TRENCH EXCAVATION LIMITS AND TO THE FULL WIDTH, ALL CONCRETE WORK SHALL MATCH EXISTING.
16. THE CONTRACTOR SHALL FINISH AND INSTALL ALL SHEETING AND/OR ACTIVE SHIELDING REQUIRED FOR THE INSTALLATION OF THE UTILITY. ALL EXCAVATIONS SHALL BE KEPT WITHIN THE DESIGNATED CASHEM WIDTHS. EXCAVATION WITHIN PAVED AREAS SHALL BE KEPT TO A MINIMUM. SHEETING AND/OR ACTIVE SHIELDING SHALL BE INSTALLED AS REQUIRED TO PROTECT EXISTING UTILITIES.
17. PLACED 18" PIPE SHALL HAVE A MINIMUM DEPTH OF 1.5 TIMES THE MAXIMUM SOIL COVERETS AND SHALL HAVE A LAYER OF TYPE II GEOTEXTILE SEPARATION PLACED BETWEEN THE SOIL AND STONE.
18. ALL MATERIALS CLEARED AND GRUBBED BY THE CONTRACTOR IN ORDER TO CONSTRUCT THE WORK, SUCH AS TREES, STUMP, ETC., SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE PROPERLY DISPOSED OF OFF SITE IN A STATE APPROVED DISPOSAL SITE.
19. IMMEDIATELY PRIOR TO DISTURBANCE, CONTRACTOR SHALL OBTAIN DISTRIALLY RECEIVED VIDEO OF THE UTILITY ALIGNMENT INCLUDING EACH DRIVEWAY, SIDEWALK, SIGN, LANDSCAPING, ETC., TO BE DISTURBED. EACH SHALL BE RESTORED TO ITS ORIGINAL CONDITION OR BETTER. VIDEO SHALL BE SUBMITTED TO THE UTILITY OWNER AND THE DESIGNER PRIOR TO WORK.

20. CONTRACTOR SHALL MAINTAIN A MEANS FOR ACCESS TO EACH PROPERTY, RESIDENCE, AND BUSINESS AT ALL TIMES.
21. DURING CONSTRUCTION, EMERGENCY VEHICLE APPARATUS ACCESS AND ACCESS TO FIRE HYDRANTS SHALL BE MAINTAINED AT ALL TIMES.
22. ALL CONSTRUCTION SHALL BE LIMITED TO STREET RIGHTS-OF-WAY AND OBTAINED EASEMENTS, WHERE THE CONTRACTOR DETERMINES THAT ENCROACHMENT ONTO PRIVATE PROPERTY IS NECESSARY AND AN EASEMENT HAS NOT BEEN PROVIDED. THE CONTRACTOR SHALL CONTACT INDIVIDUAL PROPERTY OWNER AND OBTAIN WRITTEN APPROVAL FOR THAT ENCROACHMENT. SUCH APPROVALS SHALL BE PROVIDED TO THE UTILITY OWNER, NCDCS, AND THE DESIGNER.
23. CONSTRUCTION SHALL NOTIFY PROPERTY OWNER AND TENANTS AT LEAST 7 DAYS PRIOR TO CONSTRUCTION THAT CONSTRUCTION ACTIVITY WILL TAKE PLACE IN THEIR AREA.
24. CONTRACTOR SHALL REMOVE AND REPLACE ALL EXISTING AND NEW SIGNS, GUYSERS, REBAR, AND ALL OTHER UTILITIES OR FACILITIES THAT ARE DAMAGED OR REMOVED BY THE CONTRACTOR'S WORK. UNLESS OTHERWISE SHOWN ON THE PLANS OR IN THE CONTRACT DOCUMENTS, CONFLICTING TREES WITHIN THE RIGHT OF WAY SHALL BE REMOVED AND NOT REPLANTED.
25. THE CONTRACTOR SHALL INSTALL ALL STONE AS REQUIRED BY NCDCS ALONG STATE HIGHWAYS AND AS SPECIFIED BY TOWN OF SOUTHERN PINES OR TOWN OF ASHLAND ALONG TOWN STREETS AND FOLDED PARKING AREAS.
26. LANE AND SHOULDER CLOSURES SHALL BE IN ACCORDANCE WITH NCDCS REQUIREMENTS.
27. TRENCHES AND EXCAVATIONS SHALL BE BACKFILLED OR COVERED WITH ROAD PLATES AT THE END OF EACH WORK DAY - OPEN ENDS OF INSTALLED LINE SHALL BE COVERED WITH A WAREHOUSING CAP DESIGNED FOR THE INTENDED USE.
28. CONTRACTOR SHALL PATCH ALL ROADWAY PAVEMENT DISTURBANCES TO RECEIVE TRAFFIC BY THE END OF EACH WORK DAY. PATCH SHALL BE APPROVED BY THE UTILITY OWNER AND THE DESIGNER PRIOR TO PATCHING. PATCHES SHALL BE PROVIDED DAILY AND MAINTAINED FLUSH WITH ADJACENT PAVEMENT UNTIL PAVEMENT PATCH IS PROVIDED. EMISSION CONTROL SHALL BE PROVIDED AS NECESSARY FOR TEMPORARY PATCH AREAS.
29. AT THE COMPLETION OF THE WORK, CONTRACTOR SHALL REMOVE FROM THE SITE ALL TOOLS, MATERIALS, AND DEBRIS. CONTRACTOR SHALL REMOVE ALL EXISTING PATCHES AND SHALL RESTORE TO ORIGINAL CONDITION OR BETTER ALL PROPERTY NOT DESTROYED FOR ALTERATION BY THE CONTRACT DOCUMENTS.
30. CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS FOR ALL UTILITY CONSTRUCTION PRIOR TO PLACING THE PAVEMENT(S) IN SERVICE.

UTILITY NOTES:

1. UTILITY SEPARATION REQUIREMENTS:
 A. UTILITY SEPARATION SHALL BE MAINTAINED BETWEEN SANITARY SEWER & ANY PRIVATE OR PUBLIC WATER SUPPLY SOURCE SUCH AS AN UNPROTECTED REMEDIATION USED AS A SOURCE OF DRINKING WATER. IF AN ADJACENT LATERAL SEPARATION CANNOT BE ACHIEVED, REMEDIATION SANITARY SEWER PIPE SHALL BE SPECIFICALLY INSTALLED TO MAINTAIN SPECIFICATIONS, HOWEVER, THE MINIMUM SEPARATION SHALL NOT BE LESS THAN 25' FROM A PRIVATE WELL OR 30' FROM A PUBLIC WELL.
 B. UTILITY SEPARATION SHALL BE 10' IF THIS SEPARATION CANNOT BE MAINTAINED DUE TO EXISTING CONDITIONS, THE SEPARATION SHALL BE 15' ABOVE THE TOP OF THE SEWER & MUST BE APPROVED BY THE OWNER. ALL DISTANCES ARE MEASURED FROM OUTSIDE DIAMETER TO OUTSIDE DIAMETER.
 C. SEWER SEPARATION SHALL BE MAINTAINED FROM ALL EXISTING UTILITIES. SEWER SEPARATION SHALL BE MAINTAINED FROM ALL EXISTING UTILITIES. SEWER SEPARATION SHALL BE MAINTAINED FROM ALL EXISTING UTILITIES.
 D. 5' OF MINIMUM HORIZONTAL SEPARATION IS REQUIRED BETWEEN ALL SANITARY SEWER & STORM SEWER FACILITIES, UNLESS DIP WATER IS SPECIFIED FOR SANITARY SEWER FACILITIES. MINIMUM HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ALL SANITARY SEWER & STORM SEWER FACILITIES. UNLESS DIP WATER IS SPECIFIED FOR SANITARY SEWER FACILITIES, MINIMUM HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ALL SANITARY SEWER & STORM SEWER FACILITIES.
 E. SEWER SEPARATION SHALL BE MAINTAINED FROM ALL EXISTING UTILITIES. SEWER SEPARATION SHALL BE MAINTAINED FROM ALL EXISTING UTILITIES. SEWER SEPARATION SHALL BE MAINTAINED FROM ALL EXISTING UTILITIES.
 F. ALL OTHER UNDERGROUND UTILITIES SHALL CROSS WATER & SEWER FACILITIES WITH 18" MIN. VERTICAL SEPARATION MINIMUM.
2. MINIMUM PIPE COVER FOR DISTRIBUTION WATER MAINS SHALL BE 2 FEET AND TRANSMISSION WATER MAINS SHALL BE 5 FEET. UNLESS DOCTILE IRON PIPE IS USED AND LESS COVER IS SPECIFICALLY SHOWN ON DRAWINGS OR AS APPROVED BY THE UTILITY OWNER OR ENGINEER.
3. TRENCHES, BENDING, AND BACKFILL SHALL BE IN STRICT ACCORDANCE WITH DETAIL W-1.
4. CONTRACTOR SHALL MAINTAIN CONTINUOUS WATER & SEWER SERVICE TO EXISTING CUSTOMERS THROUGHOUT CONSTRUCTION OF PROJECT. ANY NECESSARY SERVICE INTERRUPTIONS SHALL BE COORDINATED WITH AND TAKE PLACE AT A TIME AND DATE ACCEPTABLE TO THE UTILITY OWNER. A 72 HOUR ADVANCE NOTICE SHALL BE PROVIDED TO AFFECTED CUSTOMERS.
5. ALL WATERLINE FOR THIS PROJECT SHALL BE PCDS RESTRAINED JOINT DOCTILE IRON PIPE OF SIZE AS NOTED ON THE DRAWINGS.
6. ALL RESTRAINED FITTINGS SHALL BE DOCTILE IRON RESTRAINED MECHANICAL JOINT WITH PRESURE RATING EQUAL TO OR HIGHER THAN HOST PIPE, UNLESS OTHERWISE SHOWN ON THE DRAWINGS.
7. ALL MECHANICAL JOINTS SHALL BE FITTED WITH WEDGE-TYPE MECHANICAL RESTRAINT ACCESSORY TO THE FITTING. THE RESTRAINT ACCESSORY SHALL BE INSTALLED TO THE MANHOLE JOINT BEYOND THE STATIONS SHOWN ON THE PROFILE DRAWINGS AT MINIMUM.
8. PIPE ATTACHEMENT SHALL BE BASED ON STANDARD DOCTILE IRON MECHANICAL JOINT FITTINGS. JOINT PENETRATIONS SHALL NOT EXCEED 1/8" PERCENT OF MANHOLE DRAINAGE OR PERCENTAGE DETENTION. PENETRATIONS SHALL BE WELDED AND BEPULVED TO MATCH THE STANDARD DETENTION. JOINT PENETRATIONS SHALL BE WELDED AND BEPULVED TO MATCH THE STANDARD DETENTION. JOINT PENETRATIONS SHALL BE WELDED AND BEPULVED TO MATCH THE STANDARD DETENTION.

Kimley-Horn
 41 WESTVIEW DRIVE SUITE 400
 RAYLEIGH, NC 27604
 PHONE: 919.833.2400
 FAX: 919.833.2401
 WWW.KIMLEY-HORN.COM

PROJECT: SEWER AND WATER LINE RELOCATION AND SERVICE INTERRUPTION PLAN FOR APPROVAL AT LEAST SEVEN (7) DAYS PRIOR TO THE RELOCATION. AT A MINIMUM, EACH PLAN SHALL ADDRESS THE FOLLOWING:

A. SEQUENCE OF CONSTRUCTION OPERATIONS.

B. PROCEDURE FOR FLUSHING, TESTING, AND DISINFECTION OF ALL AFFECTED PIPING AND VALVES, AS REQUIRED BY THE UTILITY OWNER.

C. PHASING AND SCHEDULE FOR ALL CONNECTIONS, INCLUDING PLANNED SERVICE OUTAGES, DURATION, AND CONTINGENCY PLAN.

D. NO INTERRUPTION OF SERVICE WILL BE PERMITTED UNTIL THE PROPOSED PLAN HAS BEEN APPROVED BY THE UTILITY OWNER. THE UTILITY OWNER'S PERSONNEL SHALL OPERATE THE UTILITY OWNER'S EXISTING FACILITIES INVOLVED IN THE INTERRUPTIONS OF SERVICE.

E. PLANNED SERVICE CONNECTION INTERRUPTIONS SHALL LAST NO LONGER THAN 4 HOURS UNLESS OTHERWISE APPROVED BY THE UTILITY OWNER. ALL INTERRUPTED SERVICES SHALL BE COORDINATED WITH AND SCHEDULED AT TIMES ACCEPTABLE TO THE UTILITY OWNER.

F. WRITTEN WATER SERVICE INTERRUPTION NOTICES SHALL BE PROVIDED TO ALL AFFECTED CUSTOMERS AT LEAST 72 HOURS PRIOR TO COMMENCED INTERRUPTIONS.

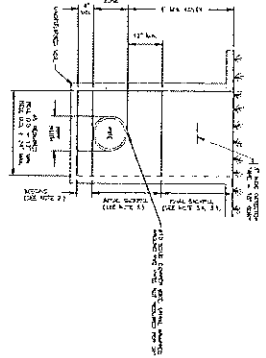
PROJECT NUMBER: C-56204	DRAWING NUMBER: UTILITY SEWER INTERRUPT
SHEET NO: 06-2	
DATE: 05/19	
SCALE: AS SHOWN	
DESIGNED BY: [Signature]	
CHECKED BY: [Signature]	
APPROVED BY: [Signature]	

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

6/14/99

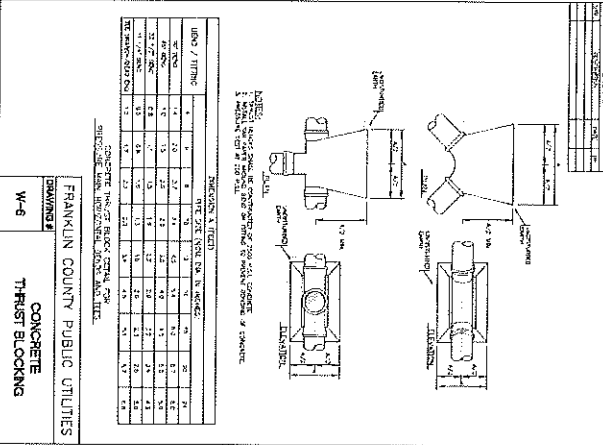
REVISIONS

NO.	DESCRIPTION	DATE



- NOTES:
1. TRENCH WALLS TO BE CONCRETE.
 2. TRENCH WALLS SHALL BE 12" MIN. THICK.
 3. TRENCH WALLS SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER.
 4. TRENCH WALLS SHALL BE FINISHED WITH 1/2" SANDSTRAKE.
 5. TRENCH WALLS SHALL BE FINISHED WITH 1/2" SANDSTRAKE.
 6. TRENCH WALLS SHALL BE FINISHED WITH 1/2" SANDSTRAKE.
 7. TRENCH WALLS SHALL BE FINISHED WITH 1/2" SANDSTRAKE.
 8. TRENCH WALLS SHALL BE FINISHED WITH 1/2" SANDSTRAKE.
 9. TRENCH WALLS SHALL BE FINISHED WITH 1/2" SANDSTRAKE.
 10. TRENCH WALLS SHALL BE FINISHED WITH 1/2" SANDSTRAKE.

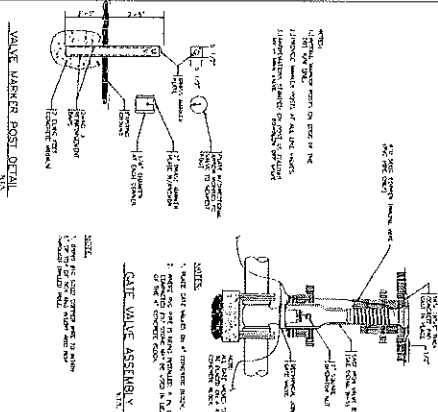
FRANKLIN COUNTY PUBLIC UTILITIES
DRAWING # W-1
STANDARD WATER MAIN TRENCH DETAIL



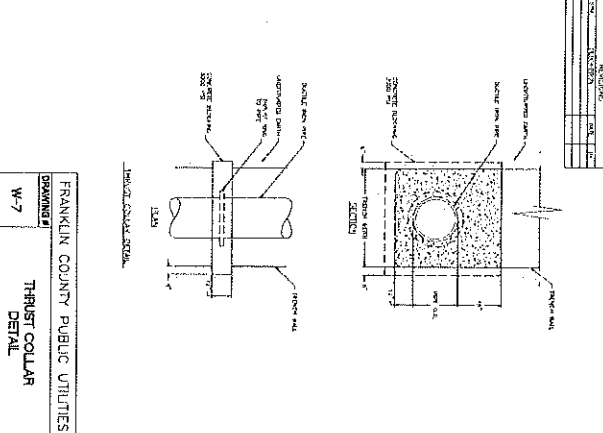
NO.	DESCRIPTION	DATE

FRANKLIN COUNTY PUBLIC UTILITIES
DRAWING # W-6
CONCRETE THRUST COLLAR DETAIL

NO.	DESCRIPTION	DATE

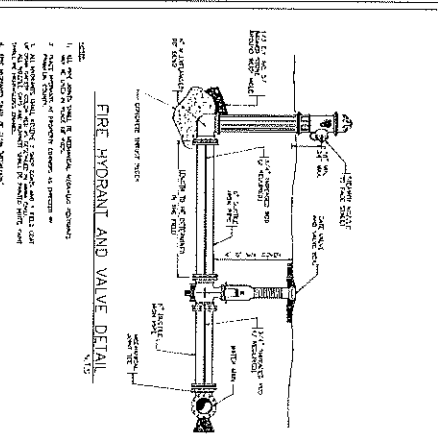


FRANKLIN COUNTY PUBLIC UTILITIES
DRAWING # W-2
GATE VALVE ASSEMBLY

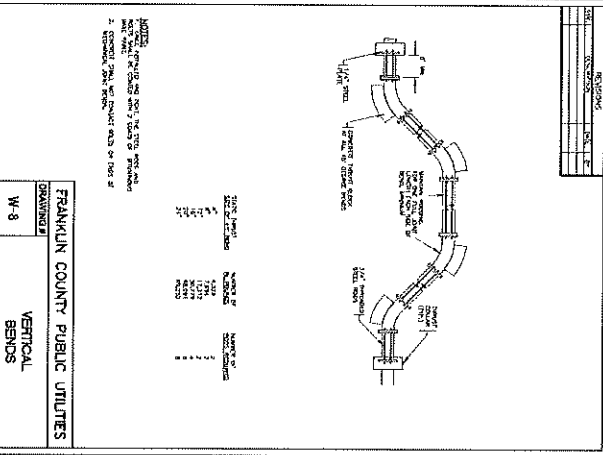


FRANKLIN COUNTY PUBLIC UTILITIES
DRAWING # W-7
THRUST COLLAR DETAIL

NO.	DESCRIPTION	DATE



FRANKLIN COUNTY PUBLIC UTILITIES
DRAWING # W-4
STANDARD FIRE HYDRANT INSTALLATION DETAIL



FRANKLIN COUNTY PUBLIC UTILITIES
DRAWING # W-8
VERTICAL BENDS

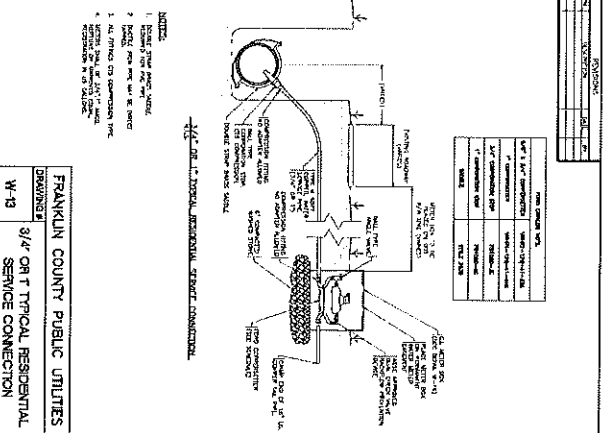
Kimley-Horn
421 HARTWOOD DRIVE, SUITE 200
WALTON, NC 27158

PROJECT NUMBER	3870
DATE	05-20-99
DRAWN BY	DAVID W. HORN
CHECKED BY	DAVID W. HORN

STANDARD DETAILS DESIGNED BY FRANKLIN COUNTY PUBLIC UTILITIES
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

NO.	DESCRIPTION	DATE

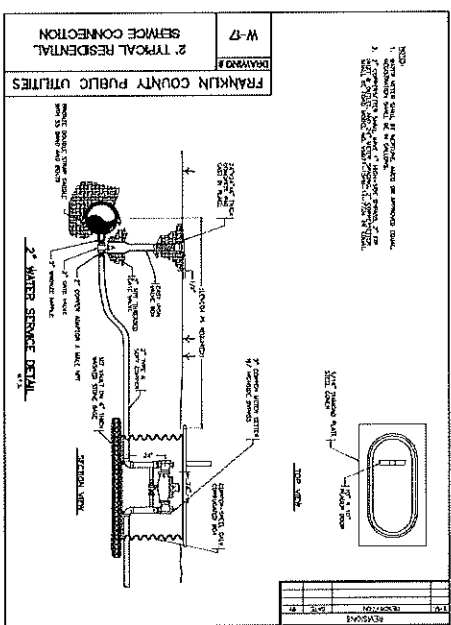
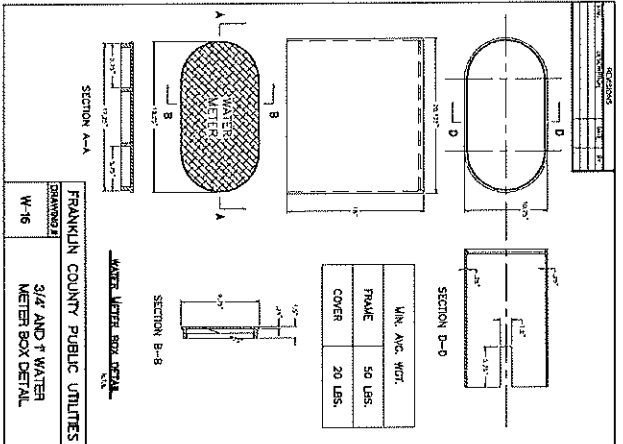
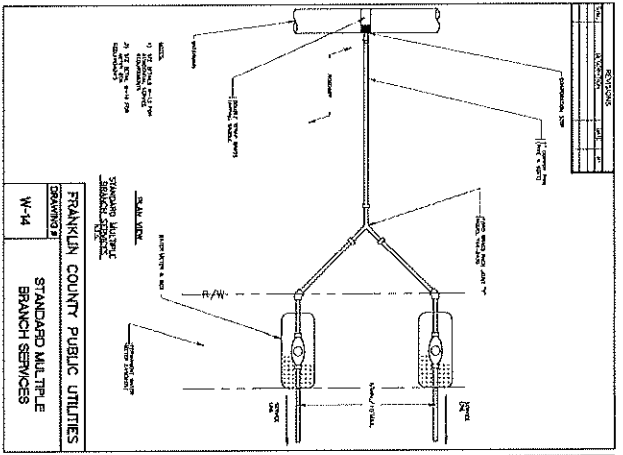
FRANKLIN COUNTY PUBLIC UTILITIES
DRAWING # W-13
3/4" OR 1" TYPICAL RESIDENTIAL SERVICE CONNECTION



FRANKLIN COUNTY PUBLIC UTILITIES
DRAWING # W-13
3/4" OR 1" TYPICAL RESIDENTIAL SERVICE CONNECTION

REVISIONS	

5/14/99



Kimley-Horn
421 PATTERSON STREET, SUITE 300
RALEIGH, NC 27601

PROJECT REFERENCE NO.		SHEET NO.	
DATE			

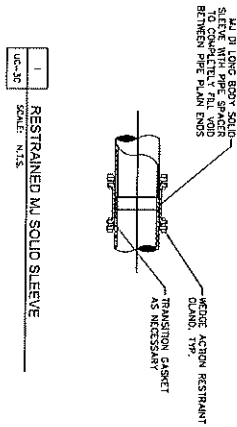
STANDARD DETAILS DESIGNED BY
FRANKLIN COUNTY PUBLIC UTILITIES

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

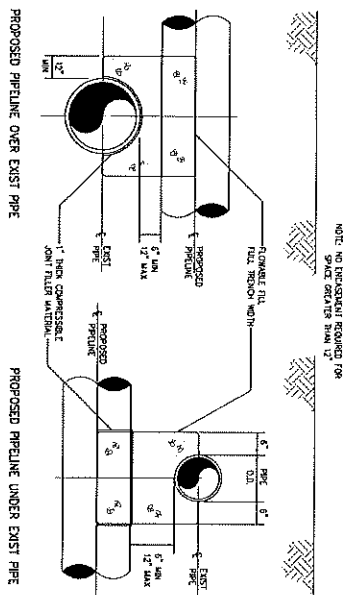
NO.	REVISIONS

03/17/2013

5/14/13



1 RESTRAINED M/S SOLID SLEEVE
SCALE: N.T.S.



2 PROPOSED PIPELINE OVER/UNDER EXIST PIPE
SCALE: N.T.S.

NOTE: NO RESTRAINTS REQUIRED FOR ALL CASES

Kimley-Horn
401 EASTERN SHORE DRIVE, 600
MILLERSVILLE, MD 21108
TEL: 410-326-7500
WWW.KIMLEY-HORN.COM

PROJECT REFERENCE NO. SHEET NO.
DATE: 03/17/2013
DESIGNED BY: [Signature]
CHECKED BY: [Signature]
SCALE: N.T.S.

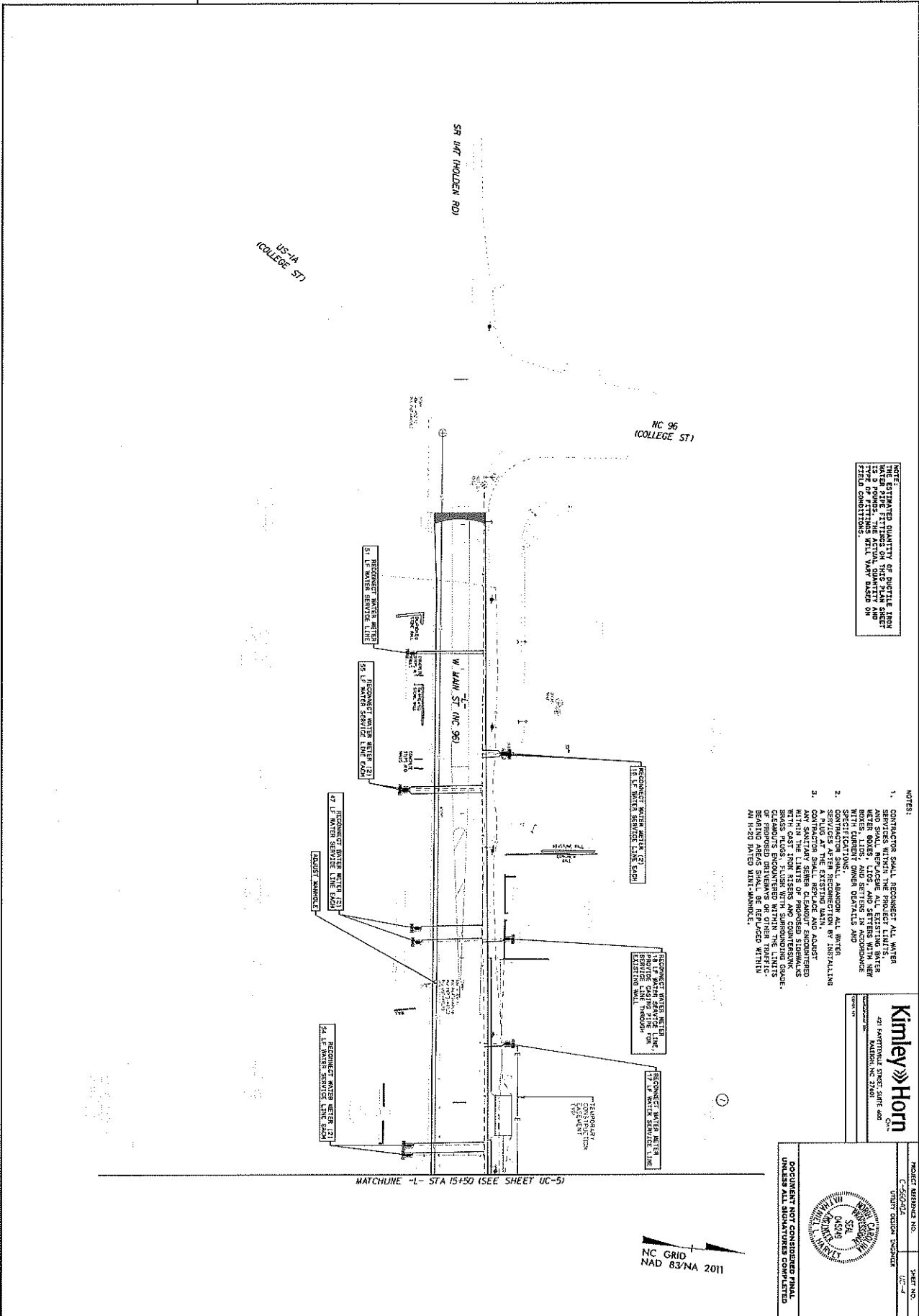
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED



REVISIONS

10/17/2013

5/14/13



NOTE:
THE ESTIMATED QUANTITY OF PIPES IS FROM
A PRELIMINARY SURVEY AND FIELD MEASUREMENTS
AND IS A PREDICTION. THE ACTUAL QUANTITY AND
FIELD CONDITIONS WILL VARY BASED ON
FIELD CONDITIONS.

- NOTES:
1. CONTRACTOR SHALL RECONNECT ALL WATER SERVICES WITHIN THE PROJECT LIMITS, AND SHALL REPLACE ALL EXISTING WATER SERVICES WITH NEW SERVICES. ALL SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH CURRENT OWNER DETAILS AND CONNECTION SHALL MAINTAIN ALL WATER CONNECTIONS SHALL BE RECONNECTED AND ADJUST TO THE EXISTING SERVICE LINE. CONTRACTOR SHALL RECONNECT AND ADJUST ALL SANITARY SEWER CLEANOUTS ENCOUNTERED WITHIN THE LIMITS OF PROPOSED STRENGTHENING AND REPAIRS. ALL CLEANOUTS SHALL BE RECONNECTED AND ADJUSTED TO THE EXISTING SERVICE LINE. ALL BEARING AREAS SHALL BE REPLACED WITHIN AN R-20 PAVED MINI-PARKING.
 2. SERVICES AFTER RECONNECTION BY INSTALLING CONTRACTOR SHALL BE RECONNECTED AND ADJUST TO THE EXISTING SERVICE LINE. CONTRACTOR SHALL RECONNECT AND ADJUST ALL SANITARY SEWER CLEANOUTS ENCOUNTERED WITHIN THE LIMITS OF PROPOSED STRENGTHENING AND REPAIRS. ALL CLEANOUTS SHALL BE RECONNECTED AND ADJUSTED TO THE EXISTING SERVICE LINE. ALL BEARING AREAS SHALL BE REPLACED WITHIN AN R-20 PAVED MINI-PARKING.

Kimley-Horn
421 PARKWOOD DRIVE, SUITE 400
RANDOLPH, NC 28134
TEL: 704.765.1100
WWW.KIMLEY-HORN.COM

PROJECT REFERENCE NO. _____ SHEET NO. _____
DATE: 05/14/13
SCALE: AS SHOWN
DRAWN BY: _____
CHECKED BY: _____
APPROVED BY: _____
SEAL: _____
REGISTERED PROFESSIONAL ENGINEER
STATE OF NORTH CAROLINA
NO. 04249
EXPIRES: 05/14/16

DOCUMENT NOT CONSIDERED FINAL
UNLESS ALL SIGNATURES COMPLETED

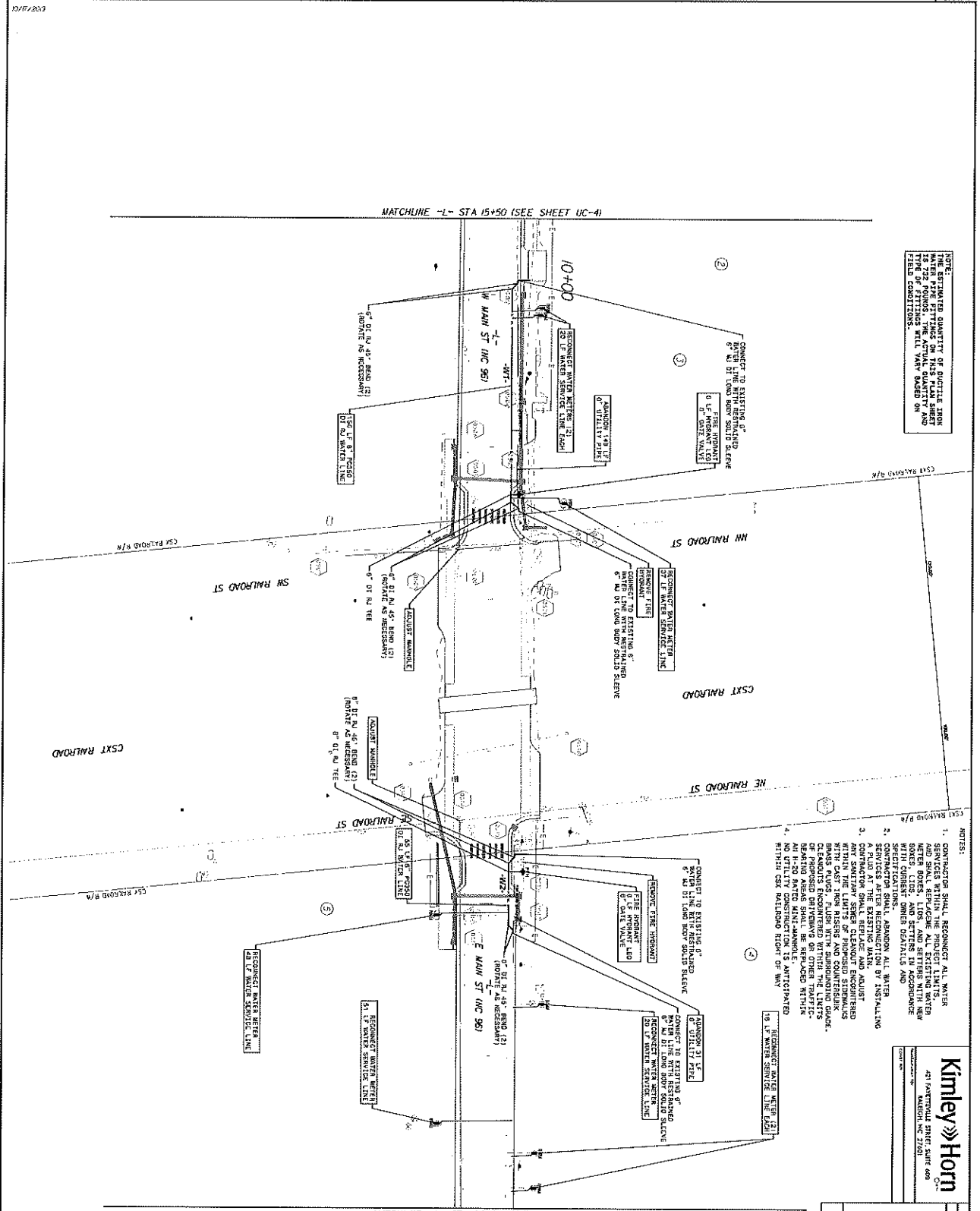
NC GRID
NAD 83/NA 2011

MATCHLINE -L- STA 15+50 (SEE SHEET UC-5)

10/17/2009
RMT/2003

NO.	DESCRIPTION

6/14/09



NOTE: ESTIMATED QUANTITY OF QUOTE. THIS QUANTITY IS BASED ON THE WATER SERVICE LINE FITTINGS ON THIS PLAN SHEET. THE ACTUAL QUANTITY AND FIELD CONDITIONS SHALL BE DETERMINED IN THE FIELD.

- NOTES:
1. CONTRACTOR SHALL RECONNECT ALL WATER SERVICE LINES WITHIN THE PROJECT LIMITS. ALL WATER SERVICE LINES SHALL BE RECONNECTED WITH NEW SOCKS, LIDS, AND SETTERS IN ACCORDANCE WITH THE LATEST CSXT RAILROAD SPECIFICATIONS.
 2. CONTRACTOR SHALL ABANDON ALL WATER SERVICE LINES THAT ARE NOT RECONNECTED WITHIN THE PROJECT LIMITS. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING WATER SERVICE LINES.
 3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING WATER SERVICE LINES.
 4. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING WATER SERVICE LINES.

Kimley-Horn
411 HARTFORD DRIVE SUITE 600
Raleigh, NC 27601
Tel: 919.876.1000
Fax: 919.876.1001
www.kimley-horn.com

PROJECT NUMBER: 08-0000000000
SHEET NO: 08-0000000000
DATE: 06/14/09

UNLESS ALL SIGNATURES COMPLETED

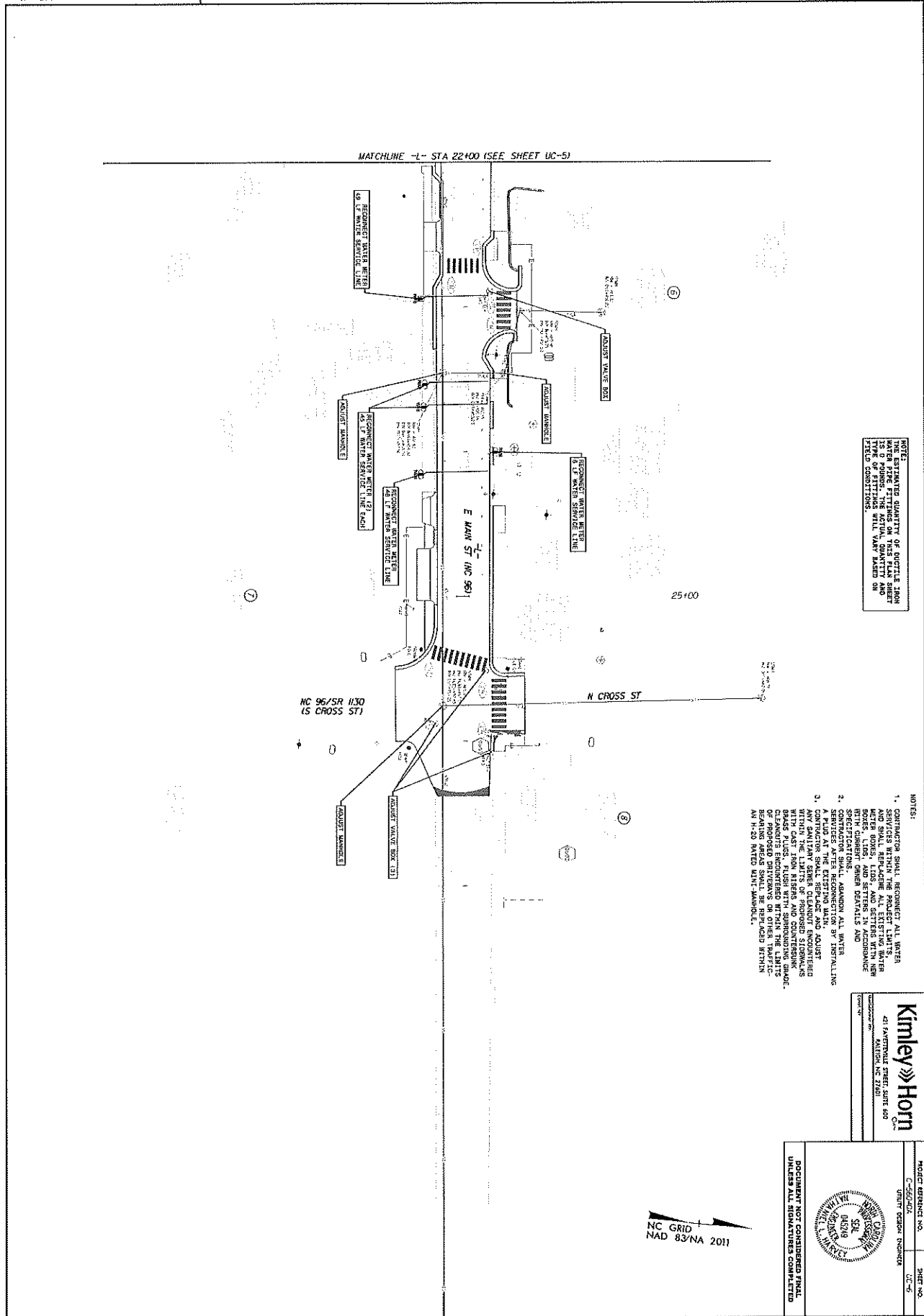
NC GRID NAD 83/NA 2011

SEE UC-7 FOR 'N'- AND 'NS'- PROFILE

NO.	REVISIONS

10/11/2003

5/14/99



NOTE: ESTIMATED QUANTITY OF PORTSLE FROM WATER PIPES FITTINGS ON THIS PLAN SHEET IS 0 PORTS. THE ACTUAL QUANTITY AND PORTS TO BE USED WILL VARY BASED ON FIELD CONDITIONS.

- NOTES:
1. CONTRACTOR SHALL RECONNECT ALL WATER SERVICES WITHIN THE PROJECT LIMITS AND SHALL REPLACE ALL EXISTING WATER METER BOXES, LIDS, STUBS AND CONNECTIONS WITH CORRECT OWNER DETAILS AND SPECIFICATIONS. ABANDON ALL WATER SERVICES AFTER RECONNECTION BY INSTALLING A PLUG AT THE EXISTING MAIN. ADJUST ANY EXISTING SEWER CLEANOUT ENDOWERS WITHIN THE LIMITS OF PROPOSED STOPVALS BEING PLACED. FLUSH WITH SURROUNDING GRADE. CLEANOUTS EXPOSED WITHIN THE LIMITS OF PROPOSED STOPVALS SHALL BE REPLACED WITH AN H-20 RATED WIRE-MANHOLE.
 2. SERVICES AFTER RECONNECTION BY INSTALLING
 3. ADJUST

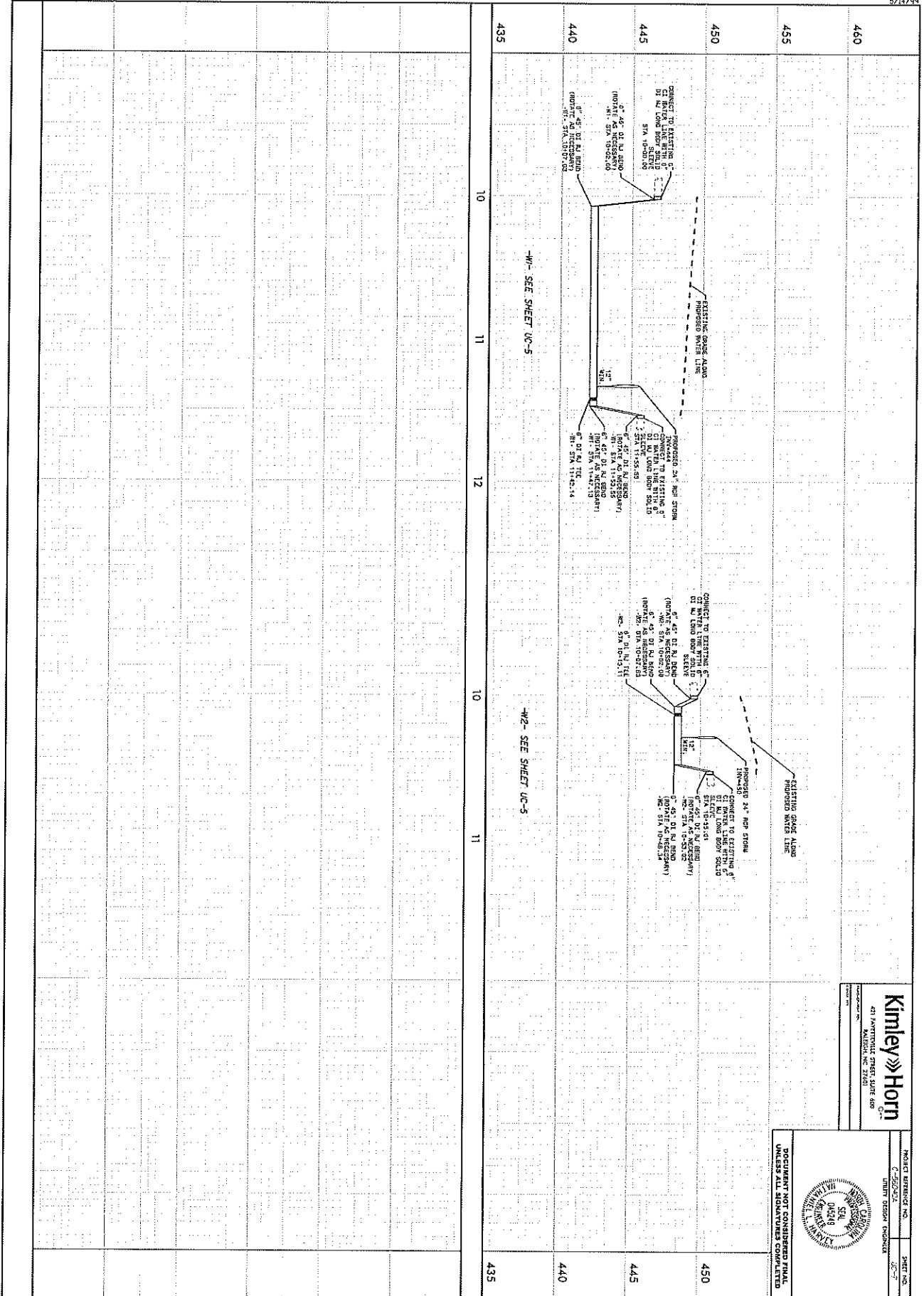
Kimley-Horn
 415 FARMHOLD DRIVE, SUITE 800
 ARLING, NC 27681
 PHONE: 703.261.1200
 FAX: 703.261.1201
 WWW.KIMLEY-HORN.COM

PROJECT: 020203-000
 SHEET NO: UC-9
 DATE: 04/29/03
 DRAWN BY: J. H. HORN
 CHECKED BY: J. H. HORN
 IN CHARGE: J. H. HORN
 PROJECT ENGINEER: J. H. HORN
 PROJECT MANAGER: J. H. HORN
 DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

NC GRID
 NAD 83/NA 2011

11/12/2019

5/14/99



Kimley»Horn
 AN ENVIRONMENTAL ENGINEERING FIRM
 2000 W. 10TH AVENUE, SUITE 200
 DENVER, CO 80202-3125
 TEL: 303.733.8800
 FAX: 303.733.8801
 WWW.KIMLEYHORN.COM

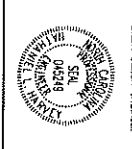
PROJECT REFERENCE NO. 17-000072	SHEET NO. 10-7
DRAWN BY JULIE DODD	CHECKED BY [Signature]
	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

EXHIBIT 2

YOUNGSVILLE DOWNTOWN IMPROVEMENTS PHASE III - BID FORM

"Base" work

Line Item	Type	Sec No.	Description	Quantity	Units	Price	Amount
1	D	858	Adjustment of Manholes	6	EA	\$1,000.00	\$6,000.00
2	D	858	Adjustment of Valve Box	4	EA	\$1,000.00	\$4,000.00
3	D	SP	Generic Drainage Item - Adjustment of Cleanouts	6	EA	\$1,000.00	\$6,000.00
4	U	1510	6" Water Line	220	LF	\$160.00	\$35,200.00
5	U	1515	Ductile Iron Water Pipe Fittings	740	LB	\$9.00	\$6,660.00
6	U	1515	6" Valve	2	EA	\$2,000.00	\$4,000.00
7	U	1515	Reconnect Water Meter	30	EA	\$1,200.00	\$36,000.00
8	U	1515	Fire Hydrant	2	EA	\$3,000.00	\$6,000.00
9	U	1515	Fire Hydrant Leg	12	LF	\$160.00	\$1,920.00
10	U	1515	Water Service Line	900	LF	\$40.00	\$36,000.00
11	U	1530	Abandon 6" Utility Pipe	180	LF	\$14.00	\$2,520.00
12	U	1530	Remove Fire Hydrant	2	EA	\$1,800.00	\$3,600.00
13	U	SP	Generic Utility Item - 6" Insertion Valve	1	EA	\$15,000.00	\$15,000.00
"Base" Total							\$162,900.00

"Additional" work

Line Item	Type	Sec No.	Description	Quantity	Units	Price	Amount
A1			8" Water Line (Typical size of comparable lines, higher quantity should lower unit price)	1800	LF	\$140.00	\$252,000.00
A2			8" Valve	12	LS	\$2,200.00	\$26,400.00
A3			Deduct 6" waterline offsets	-1	LS	\$40,000.00	(\$40,000.00)
A4			Abandon 6" Utility Pipe	1560	LF	\$14.00	\$21,840.00
A5			Jack and Bore (16" Casing Pipe with 8" carrier through 221ft of RR Right-of-Way)	1	LS	\$220,000.00	\$220,000.00
A6			Fire Hydrant Assembly	4	EA	\$5,500.00	\$22,000.00
A7			Sanitary Sewer Lateral with Cleanout	13	EA	\$4,750.00	\$61,750.00
A8			Pavement Repair	1	LS	\$140,000.00	\$140,000.00
"Additional" Total							\$703,990.00
Combined Total							\$866,890.00



Town of Youngsville

Finance Report

To: Youngsville Board of Commissioners
From: Kari Patton-Motluck, Finance Officer
Date: January 9, 2021
Re: Finance Report – December 2020

During the month of December, there were:

- 78 checks written and electronic payments made totaling \$162,018.14
- 1052 deposits recorded totaling \$396,860.93
- Our Current Debt Issuance:
 - Vehicle Loans – total balance \$429,105.83
 - Street Loan – total balance \$170,561.31
 - Public Works and Town Hall Loan – total balance \$145,500.42
- Town's Debt Changes:
 - New construction loan reimbursement number one from Union Bank was processed in December 2020 in the amount of \$145,500.42. This reimbursed the town for invoices incurred for the public works and town hall project since January 2020. This was the first draw on the new construction loan. The first interest payment of \$252 will be due in February 2021.
- Items of Note:
 - North Carolina Capital Management Trust notified the town they would no longer be offering the Investment in Term Portfolio account. The balance in the account of \$276,808.35 was transferred to the North Carolina Capital Management Trust Debt Set Off Operating Cash account as a result. Please see page 10 of in your financial statement packet for this change.
- Capital Improvements Plan
 - Public Works Facility and Town Hall Renovations – Site work and design work continues



Town of Youngsville Parks and Recreation

From: Andrew Smith, Parks and Recreation Director
To: Youngsville Board of Commissioners
Date: January 14, 2020
Subject: Parks and Recreation Department Month of December Report

Please find below a summary of the parks and recreation department's activity during the month of December 2020.

- Recreation programs
 - Ornament decorating class
 - Event was successfully held on the evening of Friday, December 18th
 - 9 people were in attendance: up from 5 the previous year
 - Holden Hartzog ran the event
 - Spring baseball
 - Registration will open on January 11th
 - Season will begin in March
 - Spring adult kickball
 - Registration will open on January 11th
 - Season will begin in April
 - Open art night
 - Registration is currently open
 - Event will take place on January 22nd
- Facilities maintenance / capital improvements
 - On February 5th and 6th, we will be conducting field renovation work on Fields 2 and 3 at Luddy Park
 - Dirt will be added to both fields and the outfields will be seeded.



Town of Youngsville

Planning Staff Report

To: Youngsville Board of Commissioners
From: Erin Klinger, Planning and Zoning Administrator
Date: January 6, 2021
Re: Planning Staff Report – December 2020

During the month of December, there were:

- 5 permit applications submitted and issued: 2 for new homes, 1 for an accessory building, 1 for a new wall sign, and 1 change of use permit.
- 3 certificates of compliance were issued.
- Three notices of violation were sent for off-premise signage and signs that were in disrepair.



Youngsville Police Department
Post Office Box 190, Youngsville, North Carolina 27596
Phone: 919.925.3401 | Fax: 919.925.3403

MONTHLY REPORT

DECEMBER 2020

CALLS FOR SERVICE

The Youngsville Police Department recorded 389 calls for service during the month of December compared to 563 calls during the same month last year. Of the 389 calls for service, 21 reports were taken, and 103 citations were issued.

There were no critical incidents this reporting period.

MOTOR VEHICLE COLLISIONS

During December 2020 the Youngsville Police Department investigated 5 motor vehicle collisions compared to 7 the same month last year. There were no injuries reported as a result of these collisions.

PATROL OPERATIONS

During this reporting period officers recorded the following activities:

Citations	106
Charges	152
Warnings	37
Business Checks	360
Neighborhood Checks	374
Foot Patrols	119
Training Hours	69



Youngsville Police Department
Post Office Box 190, Youngsville, North Carolina 27596
Phone: 919.925.3401 | Fax: 919.925.3403

Officers recorded the following total patrol activities for year 2020:

Citations	1193
Charges	1590
Warnings	542
Felony Drugs Charges	20
Misdemeanor Drug Charges	34
DWI	4
DWI Under 21	0
Warrant Services	37
Felony Arrests	21
Misdemeanor Arrests	17
Business Checks	3187
Neighborhood Checks	3496
Foot Patrols	1239
Training Hours	695.75

COMMUNITY POLICING

- The Youngsville Police Department assisted with the Town of Youngsville's annual Christmas Tree Lighting Event and Christmas Parade.
- On December 10, 2020 YPD held an American Red Cross Blood drive at Faith Baptist Church. There were 39 appointments which collected 33 units of blood which surpassed the event goal of 25 units.
- The Annual Shop with a Cop Event was on December 15, 2020. Ten children participated in the program. The night began at the Community House with a holiday meal that was provided by The Lemon Tree restaurant in Wake Forest. Afterwards, the officers escorted the families to the Louisburg Walmart and shopped with the children. The night concluded at the Community House where the families were given a take home holiday meal provided by The Lemon Tree.
- YPD participated in our inaugural Shop for Children Program following Shop with a Cop. We selected three additional families (10 children) from the Shop with a Cop nominations to participate. A parent provided a list of items each child needed following Shop with a Cop guidelines to include clothing, coats, socks, and shoes. On December 21st, Administrative Specialist Pippin and volunteers purchased the items along with wish list



Youngsville Police Department
Post Office Box 190, Youngsville, North Carolina 27596
Phone: 919.925.3401 | Fax: 919.925.3403

toys from Walmart. The clothes and toys were gift wrapped and delivered to the families on December 22nd and 23rd by Youngsville Police Officers.

ADMINISTRATIVE TRAINING AND ACTIVITIES

- Officer McAdams completed her EMT re-certification.
- Captain Magsi graduated from NC Justice Academy's Police Leadership Institute.



Town of Youngsville

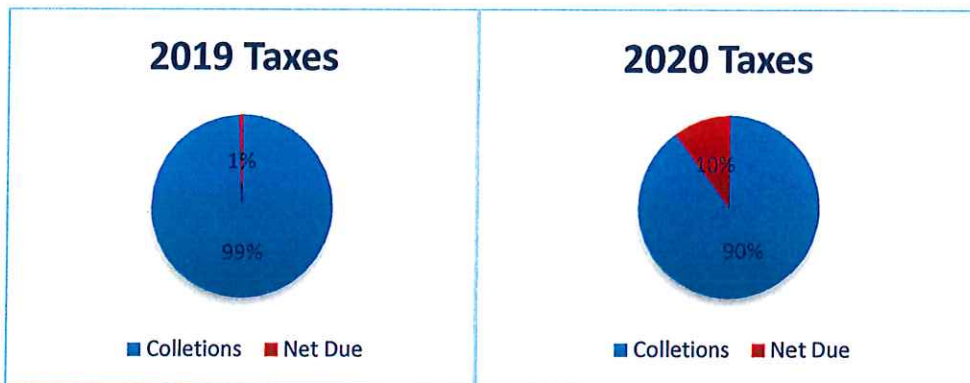
Memorandum

To: Board of Commissioners
From: Emily Hurd, Tax Collector
Date: 1/11/2021
Re: Monthly Tax Collection Report
Encl: Collections Rate Report

Please review and approve the below report of the December 2020 releases, adjustments, refunds, and tax collection report.

- Total release amount for December 2020 - \$0.00
- Total adjustment amount for December 2020 - \$0.00
- Total refund (overages) amount for December 2020 - \$0.00
- 2020 Taxes were due on January 5th and 2% interest accrued on January 6th. Please note that we do accept postmarks.

As of December 31st, we have collected 99.46% of 2019 property taxes and 89.60% of 2020 property taxes.



Please do not hesitate to contact me if you have any questions or need more detailed information.

Collections Rate Report

TOWN OF YOUNGSVILLE

Tax Year	Charges	Collections	Net	Collections Percentage
1998	\$48.49	\$48.49	\$0.00	100.00%
1999	\$43.60	\$43.60	\$0.00	100.00%
2000	\$42.20	\$42.20	\$0.00	100.00%
2001	\$40.79	\$40.79	\$0.00	100.00%
2002	\$39.38	\$39.38	\$0.00	100.00%
2003	\$37.98	\$37.98	\$0.00	100.00%
2004	\$260.54	\$35.18	\$225.36	13.50%
2005	\$434.86	\$195.85	\$239.01	45.04%
2006	\$470.83	\$232.02	\$238.81	49.28%
2007	\$433.54	\$77.49	\$356.05	17.87%
2008	\$494.00	\$41.07	\$452.93	8.31%
2009	\$1,073.51	\$40.08	\$1,033.43	3.73%
2010	\$1,137.34	\$39.25	\$1,098.09	3.45%
2011	\$1,150.30	\$335.88	\$814.42	29.20%
2012	\$1,108.75	\$95.86	\$1,012.89	8.65%
2013	\$1,178.18	\$298.30	\$879.88	25.32%
2014	\$2,190.52	\$1,040.62	\$1,149.90	47.51%
2015	\$4,703.64	\$2,891.81	\$1,811.83	61.48%
2016	\$28,458.72	\$25,164.22	\$3,294.50	88.42%
2017	\$30,230.73	\$25,442.94	\$4,787.79	84.16%
2018	\$461,060.12	\$455,337.64	\$5,722.48	98.76%
2019	\$1,536,478.02	\$1,528,134.79	\$8,343.23	99.46%
2020	\$1,663,083.91	\$1,490,089.14	\$172,994.77	89.60%
Grand Totals:	\$3,734,199.95	\$3,529,744.58	\$204,455.37	94.53%