



**Wake Forest Board of Commissioners
Meeting Agenda
July 15, 2025 – at 6:00 PM
All items listed are for discussion and possible action.**

Notice

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the Town of Wake Forest will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. For individuals with impaired hearing, special equipment is available for use during meetings in the Town Hall board chambers. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Town of Wake Forest should contact the office of ADA Coordinator [Mickey Rochelle](#) at 919-435-9455 or Town Clerk [Evelyn Wright](#) at 919-435-9432 as soon as possible, but no later than 48 hours before the scheduled event.

Cable & Online Broadcast of Board of Commissioners Meetings

All Board of Commissioners meetings are broadcast live on [WFTV 10](#) beginning at 6 p.m. Meetings are also aired online on the [Public Meetings Portal](#) on the [Town of Wake Forest website](#). Archived meeting videos are also provided and available for one year after the original air date.

Meeting Agendas

The [Board of Commissioners](#) meeting agenda is available to be viewed and downloaded by noon on the Friday prior to the third Tuesday of each month. Citizens may request copies of the agenda or submit questions concerning agenda items by calling the Deputy Town Clerk's office at 919-435-9432. Citizens may also receive a copy of each month's agenda via email by enrolling in the free [E-Notifier](#) subscription service.

Public Hearings

When an agenda item is denoted as a [Public Hearing](#), persons attending shall be permitted to address the Board of Commissioners regarding the item under consideration with those speaking in favor first and those against speaking second. Proponents and opponents shall each be given three minutes of time to speak and may choose to allow one speaker to utilize the time. In the event either proponent(s) or opponent(s) have not designated a speaker to represent the view, each speaker will be allowed three minutes each to express his/her comments, ideas, concerns, expressions, and desires. Only comments on a Public Hearing will be allowed during this time.

Public Comment

During the Public Comment period, anyone wishing to address the Board of Commissioners concerning an issue or topic that is not a public hearing item or an agenda item should complete and submit the Board of Commissioner Public Comment Form on the [Town website](#). Then, during the Public Comment portion of the meeting, Mayor Jones will recognize you and invite you to the podium at which time you will have three minutes to speak. Thank you for your cooperation.

Call to Order

Pledge of Allegiance

1. Approval of Agenda

2. Approval of Minutes

- 2.A Draft June 3, 2025 BOC Work Session Minutes Draft June 17, 2025 BOC Regular Meeting Minutes
[DRAFTBOCWSEMinutes_June32025 Final.pdf](#)
[DRAFTBOCMinutes_JUNE202517 Final.pdf](#)

3. Presentations

- 3.A Resolution to Endorse the Blueprint for Safety Plan.
[071525 BOC Agenda Summary.pdf](#)
[Blueprint for Safety Plan Resolution.docx](#)
[Attachment A Local Commitment to Safety Prompt List.pdf](#)
[Attachment B Executive Summary.pdf](#)
- 3.B PROCLAMATION RECOGNIZING JULY AS PARK AND RECREATION MONTH
[Proclamation Recognizing July as Park and Recreation Month 2025.pdf](#)

4. Public hearings / Public Comment

- 4.A Public Hearing on a contiguous annexation submitted by the property owners Wait Ave 98 LLC, located at 0 Wait Avenue, being Wake County PIN 1850-08-1417 being approximately 2.58 acres.
[07152025 BOC Agenda Summary AN-25-03.pdf](#)
[Attachment A Legal Description AN-25-03.pdf](#)
[Attachment B Annexation Map AN-25-03.pdf](#)
[Attachment C Annexation Petition AN-25-03.pdf](#)
[DRAFT ORDINANCE AN-25-03.docx](#)
- 4.B Public Comment: If anyone would like to address the Board of Commissioners on an item other than a public hearing item during the time of public comment, please sign up with the Town Clerk prior to the meeting. Each speaker is asked to limit comments to 3 minutes. Please provide the clerk with copies of any handouts you have for the Board. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate Town Staff and may be scheduled for a future agenda. Thank you for your consideration of the Board of Commissioners, staff and other speakers.

5. Consent Agenda

(A Consent Agenda is a group of items passed with a single motion and vote. These matters are of a generally routine nature. No debate is allowable on any item included on

the Consent Agenda. If a Commissioner or any citizen of Wake Forest or its ETJ wants separate consideration of any item, it may be removed from the Consent Agenda by request.)

- 5.A Approval of Appointment to Citizen Advisory Board
[RESOLUTION2025-XXX_Adv_Board_Appts-HPC ETJ .pdf](#)
- 5.B Approval of Wake Forest code of ordinance. Final step in recodification.
[Summary Recodification.pdf](#)
[Attachment A Recodification Adopting Ordinance 2025.docx](#)
- 5.C Approval of the Amended Personnel Policies & Procedures
[TOWF Personnel Policy 07012025 - FINAL FINAL 062625.pdf](#)
[Item Summary - HR 071525 - FINAL.docx](#)
[Resolution - Policies 071525.docx](#)

6. Legislative Items

7. Planning Items

- 7.A Consideration of a contiguous annexation submitted by the property owners Wait Ave 98 LLC, located at 0 Wait Avenue, being Wake County PIN 1850-08-1417 being approximately 2.58 acres.

8. Administration and Financial Items

- 8.A Approval to exchange Town owned 0.8 acres (PIN 1841318743) valued at \$670,000 for 1.0081 acres (portion of PINs 184111585 and 1841319403, PINs 1841318377 and 1841318341) valued at \$790,000 currently owned by Southeastern Baptist Theological Seminary as outlined in 160A-271.
[Summary Land Exchange 0715](#)
[Attachment A Final Property Exchange Agreement.pdf](#)
[Attachment B Survey PIN 1841318743.pdf](#)
[Attachment C Survey Multiple PINs.pdf](#)

9. Public Services Items

10.Parks and Recreation Items

11.Public Safety Items

12.Other Business

- 12.A Department Monthly Reports
[June 2025 Monthly Report Draft.pdf](#)
- 12.B Town of Wake Forest July Tax Report
[July 2025 Tax Report.pdf](#)
- 12.C Commissioner Reports

13.Adjournment



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-518-
Submitted by: Evelyn Wright
Submitting Department:
Meeting Date: July 15, 2025

Subject

Draft June 3, 2025 BOC Work Session Minutes
Draft June 17, 2025 BOC Regular Meeting Minutes

Recommendation:

item Summary:

ATTACHMENTS:

- [DRAFTBOCWSEMinutes_June32025 Final.pdf](#)
- [DRAFTBOCMinutes_JUNE202517 Final.pdf](#)



**DRAFT Wake Forest Board of Commissioners
Work Session Meeting Minutes**

The Wake Forest Board of Commissioners met on **Tuesday, June 3, 2025**, at **6:00 p.m.** in the Board Room at Wake Forest Town Hall, 301 S Brooks Street.

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

Commissioners Present: Mayor Vivian A. Jones, Commissioner Ben Clapsaddle, Commissioner Faith Cross, Commissioner Keith Shackelford, Commissioner Nick Sliwinski, and Commissioner Adam Wright.

Commissioners Absent: None.

Staff Members Present:

Town Manager Kip Padgett
Assistant Town Manager Candace Davis
Assistant Town Manager Aileen Staples
Assistant Town Manager Allison Snyder
Town Attorney Nathan McKinny
Town Clerk Evelyn Wright
Finance Director Sam Sanchez
Engineering Director Tim Watson
Planning Director Jennifer Currin
Fire Chief Ron Early
Renaissance Centre Director Debbie Dunn
Budget/Performance Analyst Benjamin Blevins
Public Works Director Tim Bailey
Inspections & Facilities Director JJ Carr
Electric Utility Director Chris Terrell

Human Resources Director Angela McCray
Safety and Risk Manager Benjamin Naprstek
Communications & Public Affairs Director Bill Crabtree
Interim Police Chief Julius Jefferson
Police Captain Brandon High
Police Captain Matt Perkinson
Director of Downtown Development Jennifer Herbert
Facility Director Mickey Rochelle
Parks, Recreation & Cultural Resources Director Ruben Wall
Budget and Performance Manager Michelle Daniels
Chief Information Officer Adam Oates
Economic Development Director Jason Cannon

Mayor Jones advised that the Commissioners Report will go before the closed session on tonight's meeting agenda.

Presentations

1.1. Discussion of the FY 2025-2026 Proposed Annual Operating Budget

Budget and Performance Manager, Michelle Daniels, presented an overview of the FY 26 Budget. The presentation covered the General Fund, Electric Fund, Stormwater Utility Fund, and the All Funds Summary.

Ms. Daniels advised the General Fund is approaching \$94M, which is 5% above the current fiscal year's amended budget due primarily to new positions and inflation. The tax base has increased, however, there has been no change to the Town of Wake Forest's tax rate. Fiscal year 2025's sales tax rate is above what was anticipated for the FY 25. The Town took a conservative approach for FY 26 and budgeted 2.5% above the FY 25 projected end sales tax rate.

Ms. Daniels provided an overview of the 18 new positions budgeted for in FY 26 and the effect on the overall budget. Ms. Daniels advised that the budget has maintained stability throughout the years. The Electric Fund will have a three percent increase and a monthly impact of \$3.30 to users. The increase reflects the Board's adopted policy in 2023 to have incremental increases opposed to larger increases for the Electric Fund. An additional cost of service and rate study has been budgeted for in FY 26.

Ms. Daniels advised that FY 25 was the first year of the Stormwater Utility Fund and there will be no change to the fee. There will be a surplus for the first year. In order to set aside funds for future improvement, the establishment of a capital reserve fund to capture some of the expenses will be presented on the next agenda.

Ms. Daniels provided, in sum, there is no change to the property tax rate, no change to the Downtown Municipal Service District tax rate, no change to the stormwater fee, no change to vehicle fee, minor adjustments to the overall fee schedule, a \$1 increase to the residential solid waste fee, and an adjusted rate of 3% to the electric rate.

Ms. Daniels advised that there are 472 authorized positions that have been budgeted for in FY 26. There has been no increase to the health insurance premiums and there are annual increases to retirement. The major impact to the FY 26 budget is the addition of the Wake Forest Center for Active Aging, 18 new positions, NC Retirement Employer Contribution rate increases, debt service fund, capital funding plan, and the increase to the appropriated fund balance for one-time capital items.

Ms. Daniels advised on the future impact to the budget and opened the floor for any questions or discussion related to the FY 26 budget.

Commissioner Cross asked if the Electric Fund 3% increase is indicative of what is happening across all the different electric companies. Ms. Daniels advised it varies based on philosophy in other jurisdictions; some companies provide incremental increases, and some companies make larger increases with their budget cycles. Commissioner Cross inquired about the end goal of the increase. Ms. Daniels advised the rate studies determine the need for increases over the years.

Mayor Jones asked if there were any other questions. No questions were heard.

1.2 Presentation on Presentation of a contract with Engineered Construction to remodel the Town Hall Annex (formerly CID Building) Renovation Project for \$597,500.00.

Facilities Director Mickey Rochelle presented an overview on the remodel of the third floor of Town Hall. Mr. Rochelle corrected the dollar amount of the presented contract to reflect a lesser cost.

Mayor Jones asked if there were any questions. No questions were heard.

1.3 Social District Update

Downtown Development Director Jennifer Herbert shared the video for Social District and advised that the Social District will kick off Thursday at 12 p.m. and all signage will be in place by Wednesday. Ms. Herbert advised the Town is officially registered with the ABC Commission and presented an example of the signs to be posted for the Social District. If there are no poles present for signage, sidewalk vinyl will be utilized. Ms. Herbert unveiled the Social District cup stickers that will be utilized by establishments once they register and meet various requirements to participate in the Social District. Ms. Herbert reiterated that alcohol on Town Hall's campus is prohibited and there will be signage to enforce the same. Ms. Herbert provided a list of businesses currently signed up for the Social District. Also, Ms. Herbert provided a list of businesses that will not allow alcohol into their establishment. Ms. Herbert advised that all ABC businesses were required to meet with her for an opportunity to ask questions and be educated on the Social District. For those unable to attend, Ms. Herbert provided an email of the presentation to them. Pocket brochures were created and provided to businesses for distribution that lists the Social District rules. Ms. Herbert advised there is a website

that will also share all the Social District information and disseminate any updates. Ms. Herbert advised that FNOW has vendors serving alcohol under a special event permit and will need to adhere to the event footprint. If a patron enters a business with alcohol from FNOW, they will be presented with a Social District cup in order to exit with alcohol.

Commissioner Cross asked if there is data being collected to determine a cost versus benefit analysis. Ms. Herbert advised that it is something she intends to do, although it is difficult to get the information from participants. Commissioner Cross also advised it may be beneficial to get a gauge of the experience of the businesses that have opted not to participate in the Social District. Commissioner Clapsaddle chimed in advising the Chamber may be able to assist with feedback.

Mayor Jones asked if there were any other questions or comments. No questions were heard.

2. Discussion of Monthly Financial Report

2.1 Discussion of May Monthly Financial Summaries

Monthly Financial Report Received.

3. Review of Draft Agenda for Upcoming Regular Meeting

3.1 Draft Agenda for BOC Regular Meeting June 17, 2025

Mayor Jones asked if there were any questions or comments. No questions were heard.

4. Other Business

4.1 Approval of a Resolution for Scope and Fee for On-Call Services with Exult Engineering

Engineering Director Tim Watson requested approval to go into contract with Exult Engineering to complete the preliminary design and cost estimate for the extension of Ligon Mills Road to review topography and determine where the road will go. Mr. Watson also advised it would allow the Town to start working with NCDOT and other partners to get the revenue needed to complete the road.

Mayor Jones asked if there were any other questions or comments. No questions were heard.

ACTION:

Motion to Approve a Resolution for Scope and Fee for On-Call Services with Exult Engineering

1st Commissioner- Commissioner Wright

2nd Commissioner- Commissioner Sliwinski

Vote: Motion carried 5-0

4.2 Approval of a Resolution Petitioning the North Carolina General Assembly to Take Immediate Action to Address Critical Transportation Issues on US 1 (Capital Boulevard)

Town Manager Kip Padgett gave an overview of the resolution and invited Planning Director Jennifer Currin to give an update from her meeting with the NCDOT District Engineer where the projection for Capital Boulevard was discussed. Ms. Currin advised that she met Becca Gallas, the Division 5 Engineer, and gave an overview of the U-5307 updates. Ms. Currin advised that the STIP has been updated and is slated to go before the Board of Transportation in July 2025 and then before the Highway Administration in the Fall of 2025. Ms. Gallas advised Ms. Currin that this is a priority project for NCDOT. Ms. Currin reviewed the updated timeline for the project and advised the U-5307 will remain on the STIP until the project is paid off.

Commissioner Sliwinski asked for clarity that the STIP is based on an all lanes tolled road as it currently exists. Ms. Currin confirmed, however, if the project is not approved by the Legislature, the STIP would have to go through another amendment process. Also, Ms. Currin advised, if the STIP has to undergo another amendment process, the timeline may change.

Commissioner Wright asked for clarity regarding guaranteed funds for the project. Ms. Currin advised that there are no earmarked funds for the project and that the timeline may or may not change based on funding.

Commissioner Sliwinski requested clarity regarding delays once the phasing of the project has begun. Ms. Currin advised potential delays could arise once the project has begun, however, once the right of way acquisitions commence it is unlikely that the timeline would be pushed back.

Commissioner Wright advised the resolution is not requesting the US 1 be made into a tolling road, rather, it is requesting that the State finally take action on a project that has been delayed for over ten years. Commissioner Wright advised the delays are unacceptable and this affects the quality of life, safety, and commute times for residents. The resolution is requesting that the General Assembly fund the project by any means necessary. The Town cannot wait another decade to complete this project. Commissioner Wright expressed explicit support for the resolution.

Commissioner Clapsaddle thanked Ms. Currin for the update.

Town Manager Kip Padgett read the resolution into the record.

RESOLUTION 2025-XXX

A RESOLUTION PETITIONING THE NORTH CAROLINA GENERAL ASSEMBLY TO TAKE IMMEDIATE ACTION TO ADDRESS CRITICAL TRANSPORTATION ISSUES ON U.S. 1 (CAPITAL BOULEVARD)

WHEREAS, U.S. Highway 1 (US 1) is one of the oldest and most significant transportation corridors on the East Coast, stretching from Key West, Florida, to Fort Kent, Maine; and

WHEREAS, US 1 remains an essential artery for regional mobility and necessary for economic prosperity, particularly within the Research Triangle area; and

WHEREAS, the State of North Carolina has acknowledged the strategic importance of the US 1 corridor—specifically between I-540 in Raleigh and Purnell Road in Wake Forest—by including it in the State Transportation Improvement Plan (STIP) as Project U-5307 since 2012; and

WHEREAS, the US 1 Council of Planning was formed in 2006 to prioritize the corridor; and

WHEREAS, the 2012 STIP projected a 2018 start year and an estimated \$93 million cost of construction; and

WHEREAS the 2016 STIP projected a 2021 start year and an estimated \$269 million cost of construction; and

WHEREAS, in 2018, the estimated cost of construction was \$581 million, with project completion anticipated by or before the date of this Resolution; and

WHEREAS, shifting funding priorities by the North Carolina Department of Transportation's (NCDOT) STIP scoring system have led to repeated delays; and

WHEREAS, in June of 2023, NCDOT informed the Town of Wake Forest that funds were reallocated from US 1 to address cost overruns in another project located in Fayetteville, NC; and

WHEREAS, these delays have escalated the project cost to \$1.34 billion in 2024 dollars and counting; and

WHEREAS, construction for the Wake Forest segments is now scheduled for the mid-2030s, with funding still not guaranteed despite ever-increasing traffic volume and congestion; and

WHEREAS, US 1 is critical for commuter and economic access between Wake Forest and counties to the north; and

WHEREAS, Wake Forest is at a competitive disadvantage in terms of highway infrastructure compared to other municipalities in Wake County and the surrounding region; and

WHEREAS, this disadvantage is evident in stalled economic development projects along US 1 due to uncertainty about road access and improvement timelines; and

WHEREAS, a Transportation Impact Analysis (TIA) conducted in December 2015 for a residential development on Burlington Mills Road recommended a Reduced Conflict Intersection (RCI) at the intersection with US 1 to prevent future congestion; and

WHEREAS, although developer-funded improvements are common along US 1, NCDOT did not require construction of the recommended RCI, citing the anticipated start of the US 1 project “within the next couple of years”; and

WHEREAS, 10 years later, construction has still not begun, and this intersection remains a significant bottleneck with frequent, extended traffic backups; and

WHEREAS, this delay has limited Wake Forest’s ability to expand its commercial tax base and attract jobs along US 1 which is one of the only commercial corridors in Wake Forest; and

WHEREAS, Representative Mike Schietzelt emphasized at the May 21, 2025, session of the North Carolina House of Representatives that “US 1 is part of early American history...during wartime and in peacetime and it still remains a critical corridor”; and

WHEREAS, Majority Caucus Chair Representative Matt Winslow stated at the same meeting that “US 1 is a major artery...and...the only road leaving out of Raleigh”; and

WHEREAS, tolling the corridor was considered and concern was expressed from local and state officials concerning imposing such costs on residents; and

WHEREAS, the Capital Area Metropolitan Planning Organization (CAMPO) at their May 21, 2025, meeting passed a resolution authorizing the use of toll funding or other alternative delivery methods to deliver the improvements to the US 1 corridor; and

WHEREAS, the North Carolina House of Representatives passed an amendment to the proposed state budget prohibiting the use of public funds for tolling the segment of US 1 between I-540 and Purnell Road; and

WHEREAS, the withdrawal of funding and indefinite project timeline has harmed businesses, residents, and landowners in Wake Forest and surrounding counties; and

WHEREAS, this uncertainty has effectively blocked private development, creating a situation akin to a regulatory “taking”; and

WHEREAS, NCDOT’s failure to require developer-funded improvements at the Burlington Mills Road intersection has directly contributed to severe congestion in that area; and

WHEREAS, the intolerable traffic conditions on this corridor now threaten the economic competitiveness, public safety, and quality of life for the Town and the region, stalling private

development, choking commerce, and placing an unfair – and already years-long – burden on residents and businesses; and

WHEREAS, *US 1 is a state-maintained roadway, and the state's failure to act has put Wake Forest at an economic and transportation disadvantage.*

NOW THEREFORE BE IT RESOLVED, *that the Wake Forest Board of Commissioners:*

- *Request the State of North Carolina immediately prioritize and fully fund the construction of the US 1 improvements through a direct appropriation, a statewide transportation bond, or other means, with a firm commitment to begin construction no later than the Spring of 2027 and completion by Spring 2033, as outlined in the most recent corridor analysis.*
- *Further request, in the absence of full project funding or completion by 2033, the NCDOT immediately be directed to design and construct critical safety and congestion improvements at the Burlington Mills Road and U.S. 1 intersection, with completion by Spring 2027, to address the most acute hazards and bottlenecks.*
- *Directs the Town Clerk to transmit this Resolution to the Governor of North Carolina, the President Pro Tem of the North Carolina Senate, the Speaker of the North Carolina House of Representatives, Members of the North Carolina General Assembly representing Wake Forest, the Secretary of Transportation, and the Executive Director of the Capital Area Metropolitan Planning Organization, and to make the Board's position known in all relevant public forums.*

Duly adopted this 3rd Day of June 2025.

ACTION:

Motion to Approve of a Resolution Petitioning the North Carolina General Assembly to Take Immediate Action to Address Critical Transportation Issues on US 1 (Capital Boulevard).

1st- Commissioner- Commissioner Sliwinski

2nd Commissioner- Commissioner Wright

Vote: Motion carried 5-0

4.3 Closed Session: NCGS 143-318.11(5) -To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease

ACTION:

Motion to go into Closed Session

1st- Commissioner- Commissioner Wright
2nd Commissioner- Commissioner Sliwinski
Vote: Motion carried 5-0 at 7:21 p.m.

Reconvened at 7:48 p.m.

5. Commissioner Reports

Commissioner Wright advised he will be participating in the National Trails Day 5k this weekend. Commissioner Wright announced FNOW next Friday. There was a technology board meeting, but a quorum was not present to conduct business.

Commissioner Shackelford advised he will be behind Commissioner Wright at the National Trails Day 5k run. Commissioner Shackelford thanked Parks and Recreation for a wonder Six Sundays in Spring season.

Commissioner Cross attended the flag raising for Edgar Paul Garrison and announced the July 7th flag raising.

Commissioner Clapsaddle advised he will be participating in the Rotary Club's Cars and Carnivores event. Commissioner Clapsaddle thanked the staff for their work on the budget. Commissioner Clapsaddle acknowledged Pride Month and Juneteenth for the month of June. Commissioner Clapsaddle also recognized June as PTSD Awareness Month advising that we lose 22 veterans everyday due to suicide. Commissioner Clapsaddle encouraged people to call 988 if they need assistance.

Commissioner Sliwinski advised he will be at National Trails Day 5k on Saturday. Commissioner Sliwinski commended Parks and Maintenance on a great job with setup and take down of the event. Commissioner Sliwinski also commended the advisory boards on a fantastic job. Commissioner Sliwinski enjoyed attending the event at the Wake Forest Center for Active Aging last week. Commissioner Sliwinski attended the Central Pines Regional Council meeting and led a discussion on microtransit and commended Brad and Emma for the work that they do.

Mayor Jones advised she was invited to the Wake Forest High School Awards Day program and enjoyed attending the event. Mayor Jones invited everyone to a Fungo

event as she will be attending a game after the Board meeting. Mayor Jones attended the Pitch Competition for Entrepreneurs stemming from the Founders Accelerator Program, which Wake Forest Business and Industry Partners is one of the partners. It was a great event. Mayor Jones thanked the partners for helping small businesses grow and expand. Mayor Jones advised she attended the North Carolina by Train Celebration, which is an event done by NCDOT where they invite Amtrak, North Carolina Railroad, CSX, and Southern Railroad representatives to celebrate great partnership. They were celebrating 30 years of service on the Piedmont from Raleigh to Charlotte. They have been successful in recovering ridership after COVID and expanding their ridership significantly. They had over 720,000 riders of the Piedmont in 2024. Mayor Jones is excited that Wake Forest will be a part of that partnership in the near future.

Mayor Jones advised that this year's Six Sundays in Spring was the largest season, yet. Mayor Jones advised the Durham Mayor, Leo Williams, was in attendance and very impressed with the event on Sunday.

6. Adjournment

ACTION:

Motion to Adjourn

1st- Commissioner- Commissioner Wright

2nd Commissioner- Commissioner Sliwinski

Vote: Motion carried 5-0

The Board of Commissioners adjourned the meeting at 7:48 p.m.

Duly approved in open session this 15th day of July 2025.

(ATTEST)

Vivian A. Jones, Mayor

Evelyn Wright, Town Clerk



DRAFT Wake Forest Board of Commissioners Meeting Minutes

The Wake Forest Board of Commissioners met on **Tuesday, June 17, 2025**, at **6:00** p.m. in the Board Room at Wake Forest Town Hall, 301 S Brooks Street.

Mayor Jones called the meeting to order at 6:01 p.m.

Mayor Jones led everyone in the Pledge of Allegiance.

Commissioner Members Present: Mayor Vivian A. Jones, Commissioner Ben Clapsaddle, Commissioner Faith Cross, Commissioner Keith Shackelford, Commissioner Nick Sliwinski, and Commissioner Adam Wright.

Commissioner Members Absent: None.

Staff Members Present

Town Manager Kip Padgett
Assistant Town Manager Candace Davis
Assistant Town Manager Allison Snyder
Assistant Town Manager/CFO Aileen Staples
Town Clerk Evelyn Wright
Engineering Director Tim Watson
Fire Chief Ron Early
Interim Police Chief Julius Jefferson

Town Attorney Nathan McKinney
Budget and Performance Manager Michelle Daniels
Budget and Performance Analyst Ben Blevins
Planner I Ari Schwartz
Planning Director Jennifer Currin
Police Captain Brandon High
Police Captain Matt Perkinson
Center Specialist Debra Horton

1. Approval of Agenda

ACTION:

Mover: Commissioner Wright moved to approve the agenda.

Second: Commissioner Sliwinski

Vote: Motion carried 5-0

2. Approval of Minutes

2.A. Approval of Minutes:

- May 6, 2025, Work Session
- May 20, 2025, Regular Meeting

ACTION:

Mover: Commissioner Wright moved to approve the minutes as presented.

Second: Commissioner Shackelford

Vote: Motion carried 5-0

3. Presentations

3.A. Resolution Recognizing Reginald A. Forte, Sr. on his Retirement

3.B. Sculpture Replacement at the Center for Active Aging

Center Specialist Debra Horton gave an overview of the site for the sculpture, the process by which they obtained artists' submissions for the sculpture and unveiled the sculpture to the Board. Mayor Jones inquired about the installation date. Ms. Horton advised the anticipated installation is early July 2025.

4. Public hearings / Public Comment

- 4.A. Public Comment: If anyone would like to address the Board of Commissioners on an item other than a public hearing item during the time of public comment, please sign up with the Town Clerk prior to the meeting. Each speaker is asked to limit comments to 3 minutes. Please provide the clerk with copies of any handouts you have for the Board. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate Town Staff and may be

scheduled for a future agenda. Thank you for your consideration of the Board of Commissioners, staff, and other speakers.

Mayor Jones opened the floor for general comments.

Public Comment

Matthew Reck – 708 Lead Rock Rd – Wake Forest, NC 27587

Mayor Jones declared the public comments closed.

5. Consent Agenda

(A Consent Agenda is a group of items passed with a single motion and vote. These matters are of a generally routine nature. No debate is allowable on any item included on the Consent Agenda. If a commissioner or any citizen of Wake Forest or its ETJ wants separate consideration of any item, it may be removed from the Consent Agenda by request.)

- 5.A. Approval of a resolution authorizing the Town Manager to execute on behalf of the Town of Wake Forest a contract with Engineered Construction to remodel the Town Hall Annex (formerly CID Building) Renovation Project for \$588,900.00.
- 5.B. Approval of resolution authorizing Wake County Tax Administrator to Levy and Collect Property Taxes and Stormwater Fees for FY 2025-2026 for the Town of Wake Forest support NCDOT Abandonment of the old alignment of Rogers Branch Rd and assume maintenance, into the Town of Wake Forest Street System for Maintenance.
- 5.C. Approval of resolution authorizing Franklin County Tax Administrator to Levy and Collect Property Taxes and Stormwater Fees for FY 2025-2026 for the Town of Wake Forest
- 5.D. Approval of Budget Ordinance Amendment # 3 for fiscal year 2024-2025
- 5.E. Approval of Stormwater Capital Reserve Fund
- 5.F. Resolution to accept streets into the Town of Wake Forest street system for maintenance.
- 5.G. Approval of a resolution to schedule the public hearing and certify the sufficiency for a petition requesting contiguous annexation submitted by the property owners Wait Ave 98 LLC, located at 0 Wait Avenue being Wake

County PIN 1850-08-1417 being approximately 2.58 acres.

ACTION:

Mover: Commissioner Sliwinski moved to approve the Consent Agenda.

Seconded: Commissioner Cross

Vote: Motion carried 5-0

6. Legislative Items

No Legislative Items presented.

7. Planning Items

No Planning Items presented.

8. Administration and Financial Items

8.A. Consideration of approval of FY 2025-2026 Budget Ordinance

Commissioner Cross thanked the financial team for their hard work on the budget. Commissioner Cross advised she would like to see an accounting for the funds donated by the Town to non-profit organizations. Town Manager Kip Padgett recommended the Birthplace Museum for \$25,000, the Wake Forest Chamber of Commerce for \$20,000, and the Boys and Girls Club for \$10,000. Commissioner Cross advised she would like to see the same accounting request of the Wake Forest Chamber of Commerce be made to the Birthplace Museum and the Boys and Girls Club for the benefit of the taxpayers. Commissioner Cross expressed delight that there is no increase to the vehicle fee or the Downtown Municipal Service District fee, and that the stormwater fund is being used for repairs in the neighborhoods that have a need. Commissioner Cross advised that she voted against the budget last year due to the large tax increase on residents after property revaluation, new fees, and additional increased fees. It was a large increase at one time. However, Commissioner Cross is pleased that FY 26 will not have a property tax increase to residents, although it is not the tax relief she would like to see. Commissioner Cross advised the stability of tax rates and the FY 26 budget are favorable for the residents.

ACTION:

Mover: Commissioner Wright

Seconded: Commissioner Sliwinski

Vote: Motion carried 5-0

9. Public Services Items

No Public Service Items presented.

10. Parks and Recreation Items

No Parks and Recreation Items presented.

11. Public Safety Items

No Public Safety Items presented.

12. Other Business

12.A. CIP Project Quarterly Update

12.B. Department Monthly Reports
Received.

12.C. Commissioner Reports

Commissioner Sliwinski announced the Juneteenth event on Friday, June 20th and Saturday June 21st at Taylor Street Park. Commissioner Sliwinski commended the Northeast Community Coalition for always putting together a wonderful event. Commissioner Sliwinski also advised the 4th of July event will be held on Thursday July 3rd at Heritage High School and invited everyone to come out.

Commissioner Clapsaddle encourages everyone to come out to enjoy the Juneteenth events. Commissioner Clapsaddle commended the Wake Forest Rotary Club for their fundraiser to help residents cover the cost of chemotherapy and radiation therapy for cancer treatment. Commissioner Clapsaddle advised FNOW was a great night and extended appreciation to the Town for putting together a great event.

Commissioner Cross had no report.

Commissioner Shackelford advised that he attended the 20th Anniversary Celebration of ChurchNet and advised the community organization is doing great work.

Commissioner Wright advised he attended FNOW and was made aware that a local business experienced their biggest turnout to date. Commissioner Wright advised the Children's Parade will be on July 4th and he will be hosting FNOW on July 11th.

Mayor Jones advised she is looking forward to the Children's Parade on July 4th. Also, Mayor Jones advised she attended the Cars and Carnivores event and extended gratitude to the Wake Forest Rotary Club. Mayor Jones advised the funds raised by the club goes towards helping pay past due bills for cancer treatment. Mayor Jones also extended appreciation to WakeMed for their partnership with the Wake Forest Rotary Club to eliminate the remaining balance for cancer treatment. Mayor Jones advised that GoTriangle is going to change their bus service for the Wake Forest Raleigh Express. They will begin offering all-day service and add additional stops and connections. Mayor Jones directed anyone with comments to visit GoTriangle.org to complete the survey. Mayor Jones advised she enjoyed attending the Wake Forest High School and Heritage High School graduations on Monday.

12.D. Closed Session: NCGS 143-318.11(a)(6) Personnel

ACTION:

Mover: Commissioner Wright

Seconder: Commissioner Sliwinski

Vote: Motion carried 5-0

Reconvened at 7:08 p.m.

13. Adjournment

Mayor Jones adjourned the meeting at 7:09 pm.

Duly approved in open session this 15th day of July 2025.

(ATTEST)

Vivian A. Jones, Mayor

Evelyn Wright, Town Clerk



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-503-
Submitted by: Emma Linn, Planning
Submitting Department: Planning
Meeting Date: July 15, 2025

Subject

Resolution to Endorse the Blueprint for Safety Plan.

Recommendation:

item Summary:

ATTACHMENTS:

- [071525 BOC Agenda Summary.pdf](#)
- [Blueprint for Safety Plan Resolution.docx](#)
- [Attachment A Local Commitment to Safety Prompt List.pdf](#)
- [Attachment B Executive Summary.pdf](#)

Agenda Item: Resolution to Endorse the Blueprint for Safety Plan.

Summary: The Capitol Area Metropolitan Planning Organization (CAMPO), in partnership with NCDOT, concluded the development of the Blueprint for Safety Plan, a comprehensive regional multimodal safety action plan.

The Blueprint for Safety Plan identifies areas to improve upon, safety enhancements, recommended countermeasures and implementation approaches. The Plan also identifies areas that are at high risk for serious injury or fatal crashes, taking a more proactive approach in addition to reviewing crash history.

The [final draft](#) of the Blueprint for Safety was approved and endorsed by the CAMPO Executive Board on June 18th, 2025.

Attachments: Attachment A Local Commitment to Safety Prompt List
Attachment B Executive Summary

RESOLUTION 2025-XX

**RESOLUTION BY THE TOWN OF WAKE FOREST ENDORSING THE
BLUEPRINT FOR SAFETY PLAN A COMPREHENSIVE REGIONAL
MULTIMODAL SAFETY ACTION PLAN**

WHEREAS, Capital Area Metropolitan Planning Organization (CAMPO) has developed a community-based and data-driven approach to implementing safety for all road users across the six-county region; and

WHEREAS, Deaths and serious injuries on CAMPO's roadways are unacceptable – the Blueprint focuses on identifying areas for improvement, stakeholder and public engagement strategies, and following the Safe System Approach; and

WHEREAS, The comprehensive regional multimodal safety action plan – Blueprint for Safety Plan – provides the building blocks for achieving the plan's overarching goal: CAMPO will achieve a 50% reduction of fatal and serious injury crashes by 2055 and ultimately move toward zero fatalities and serious injuries; and

WHEREAS, On June 18th the CAMPO Executive Board adopted and endorsed the Blueprint for Safety Plan;

BE IT RESOLVED that the governing body of the Town of Wake Forest hereby endorses the comprehensive regional multimodal safety action plan – the Blueprint for Safety Plan.

Adopted and effective this the 15 day of July 2025.

Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn Wright
Town Clerk

Nathan McKinney
Town Attorney



Commitment to Eliminating Serious Injuries and Death on Roadways

CAMPO's Blueprint for Safety Plan is committed to eliminating fatalities and serious injuries in the region and needs your support. The Blueprint's goal is to achieve: ***A 50% reduction of fatal and serious injury crashes by 2055 and ultimately moving toward zero fatal and serious injury crashes.***

Local agencies are a key stakeholder in the plan and CAMPO needs your agency's commitment to implementing the Plan and improving roadway safety in your community. There are several ways your community can commit to implementing the Blueprint for Safety. Consider the following questions as you begin to develop a commitment that is right for your community:

- **Adopting the Blueprint for Safety goal:** How can you communicate your commitment to the goal of reducing fatalities and serious injuries by half by 2055, ultimately moving towards zero to other stakeholders and citizens in your community?
- **Implementing speed management strategies:** What specific measures can be implemented to manage and reduce vehicle speeds in high-risk areas in your community? How can these measures be tailored for developed areas where people will walk, bike, and drive to provide safe access to employment, schools, services, goods, transit, housing, recreation, and community centers?
- **Adopting Safe System Approach policies:** How can the Safe System Approach be integrated into your community's transportation policies? What changes are needed to support this shift?
- **Collaborating with Enforcement:** How can local law enforcement agencies be engaged to support traffic safety initiatives? What specific roles can they play in enhancing roadway safety?
- **Building a Culture of Safety:** What educational campaigns can be developed or shared to raise public awareness about roadway safety? How can these campaigns be tailored to your community's needs? How can you solicit your community's feedback and integrate it into planning and implementation? Could creating a new position in your community like a Vision Zero Coordinator or Safer Streets Officer support ongoing engagement?
- **Creating/Updating Policies:** What policy frameworks are essential to supporting ongoing safety improvements? How can safety be implemented in all projects, including reviewing your community's transportation improvements? How can you implement Complete Streets policies?
- **Monitoring and Evaluating:** What metrics will you use to evaluate the effectiveness of safety strategies/countermeasures? How will progress be tracked and communicated to your stakeholders? Could a Vision Zero Coordinator or Safer Streets Officer help monitor progress and coordinate local implementation of strategies to improve roadway safety?



CAMPO EXECUTIVE SUMMARY

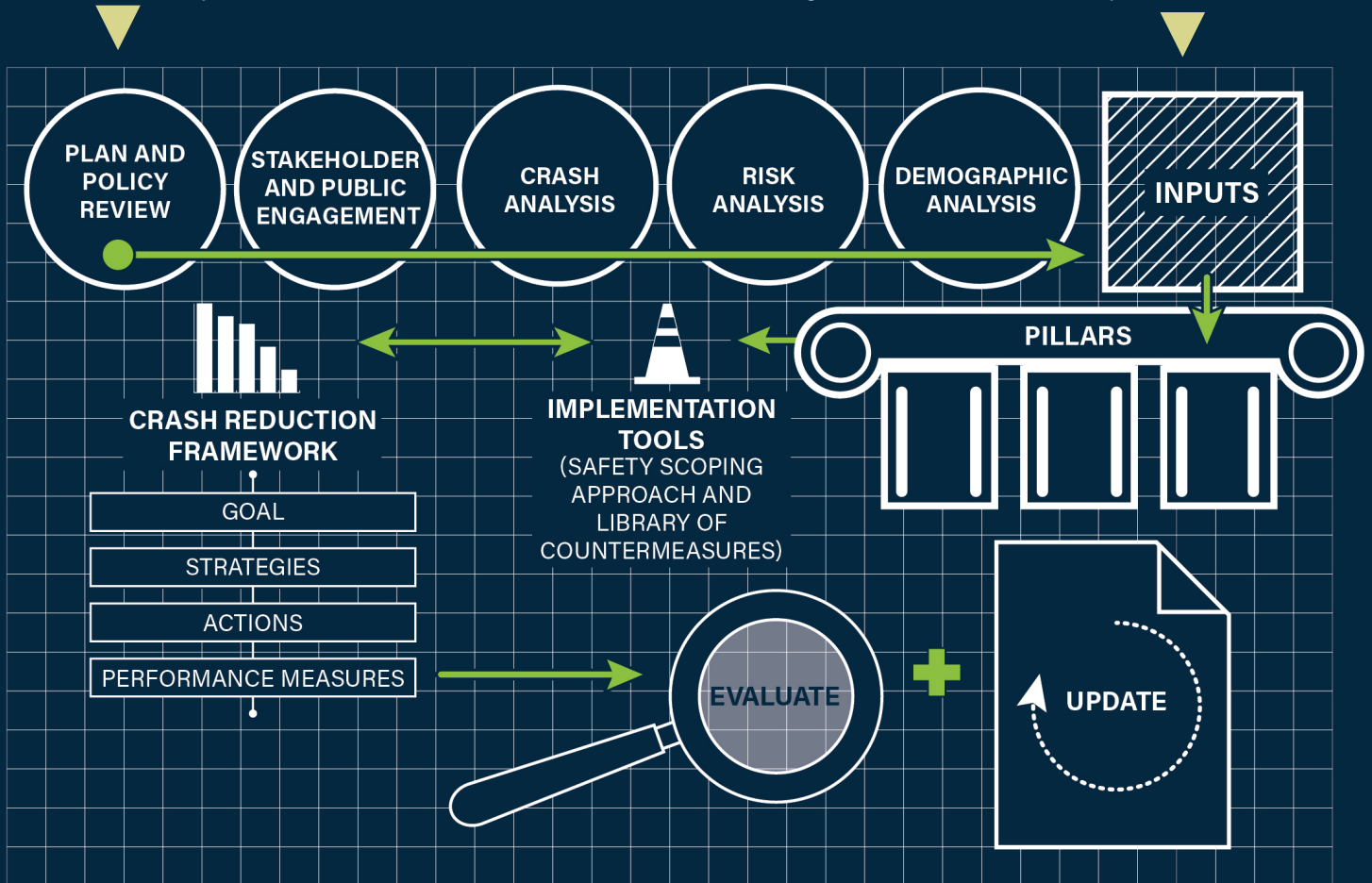


The Blueprint for Safety

The NC Capital Area Metropolitan Planning Organization (CAMPO) developed a community-based and data-driven approach to implementing safety for all road users across the six-county region. To address and combat trends in fatalities and serious injuries across the region, CAMPO partnered with the North Carolina Department of Transportation's (NCDOT's) Traffic Safety Unit to develop a comprehensive Blueprint for Safety, referred to as the Blueprint.

Consider **Data Driven Safety Analysis** to understand the key safety problems and crash risks of the region. This section includes an overview of regional safety trends, understanding what the safety problems are and where they occur, and provides insights into who in the CAMPO region is most affected, or overrepresented, in crashes.

Explore **Stakeholder and Public Engagement** to learn how feedback from local government leadership, multi-disciplinary stakeholder groups, and the public provided insights into transportation needs and concerns and shaped the strategies and actions in the Blueprint.



Examine the **Crash Reduction Framework** to understand the goal, the supporting pillars, and the strategies, actions, and tools CAMPO, NCDOT, and local governments will implement to reach zero fatalities and serious injuries. This section also identifies performance measures to track progress, details additional federal, state, and local funds and grant opportunities, and explains how to evaluate a project's safety performance.

Review **Evaluating and Updating the Blueprint** to learn more about CAMPO, NCDOT, and local governments' efforts over the next five years, and beyond, to implement the Blueprint, track and reports its progress annually, coordinate with state, regional, and local leadership for support implementing the Blueprint, and incorporate technology advancements.



The Blueprint provides the building blocks for achieving the plan's overarching goal: **CAMPO will achieve a 50% reduction of fatal and serious injury crashes by 2055 and ultimately move toward zero fatalities and serious injuries.** This document provides an executive summary of the complete Blueprint for Safety Plan.

Please see the Blueprint for more information about the process followed to develop the safety plan, annual performance measures, and near-term and long-term strategies and actions for achieving the region's goal.

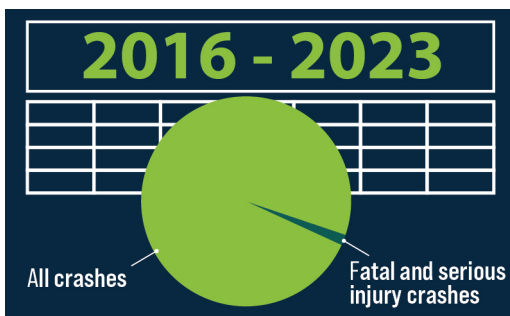
Drafting the Blueprint

CAMPO **established partners and stakeholders who would participate in the process** to create the Blueprint. The Plan's partners included the NCDOT's Traffic Safety Unit, members of local government, roadway safety partners, community organizations, and residents. They provided input on trends and shared their safety concerns.

CAMPO then **analyzed safety data and stakeholder inputs**, identified areas and populations at-risk for fatal and serious injury crashes, and spatially located areas in need of preventative safety projects and strategies within the High Injury Network (HIN). The Blueprint includes additional details on the data analysis.

After determining the existing safety conditions, the Blueprint **determined safety problems and emphasis areas and identified strategies and projects**. CAMPO, NCDOT, and local agencies will work to **implement the Blueprint** using the Crash Reduction Framework and its strategies, actions, project examples, and potential policies to reduce fatalities and serious injuries across the region. In the future, CAMPO, NCDOT, and local agencies will work together to **evaluate and update the Blueprint**.

The CAMPO region is growing and roadway-related fatalities and serious injuries are increasing.



385,967 crashes occurred in the CAMPO region from 2016-2023.

6,022 fatal and serious injury crashes occurred in the CAMPO region from 2016-2023.



58% of fatal and serious injury crashes in the CAMPO region occur in rural areas.



47% of fatal and serious injury crashes in the CAMPO region are related to lane departure.



Bicyclists and Pedestrians were involved in **1%** of all crashes in the region, but accounted for **13%** of all fatal and serious injury crashes.



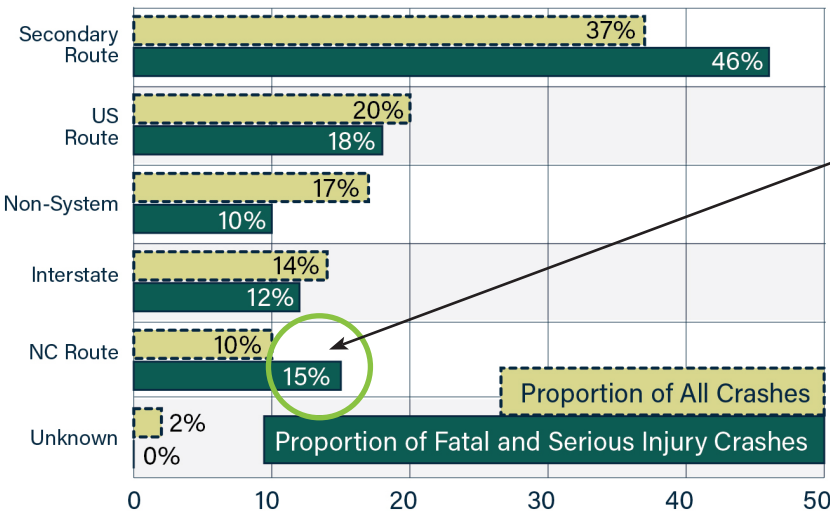
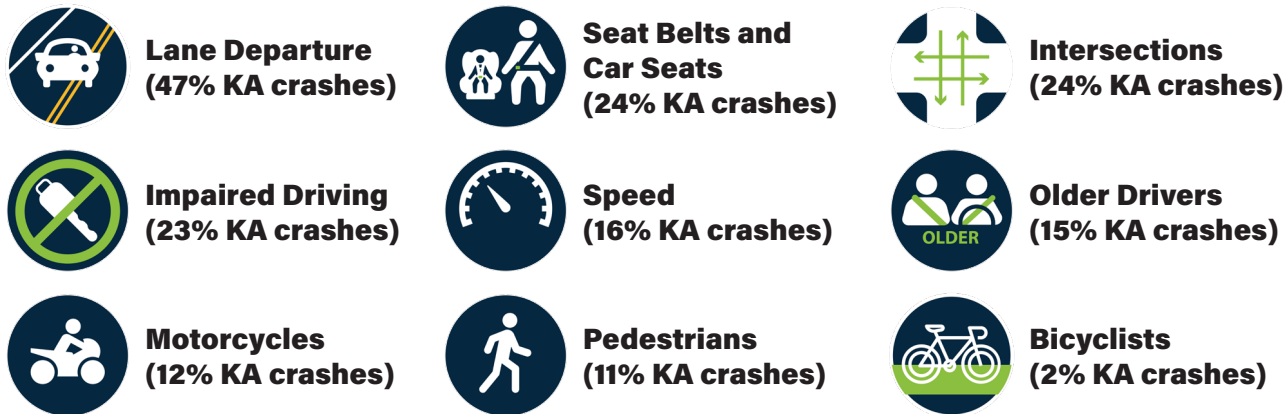
Foundations of the Blueprint

The Blueprint's data-driven approach to plan for transportation safety improvements across the CAMPO region is the foundation of the planning process and helps answer the following questions:

- » What are the top crash types across the CAMPO region?
- » Where are the fatal and serious injury crashes occurring?
- » What are the risk factors for a fatal and serious injury crash in CAMPO?
- » Who is overrepresented in fatal and serious injury crashes?
- » Where could more fatal and serious injury crashes occur?

Focus Crash Types

The Blueprint includes 9 focus crash types. Note: more than one crash type can be a leading contributor to a single fatal or serious injury crash. Lane departure (47%), Seat Belts and Car Seats (24%), and Intersections (24%) are the greatest contributors to fatal and serious injury crashes in the CAMPO region.



Proportion of Fatal and Serious Injury Crashes vs. All Crashes by Facility Type from 2016-2023

SAFETY DATA SPOTLIGHT

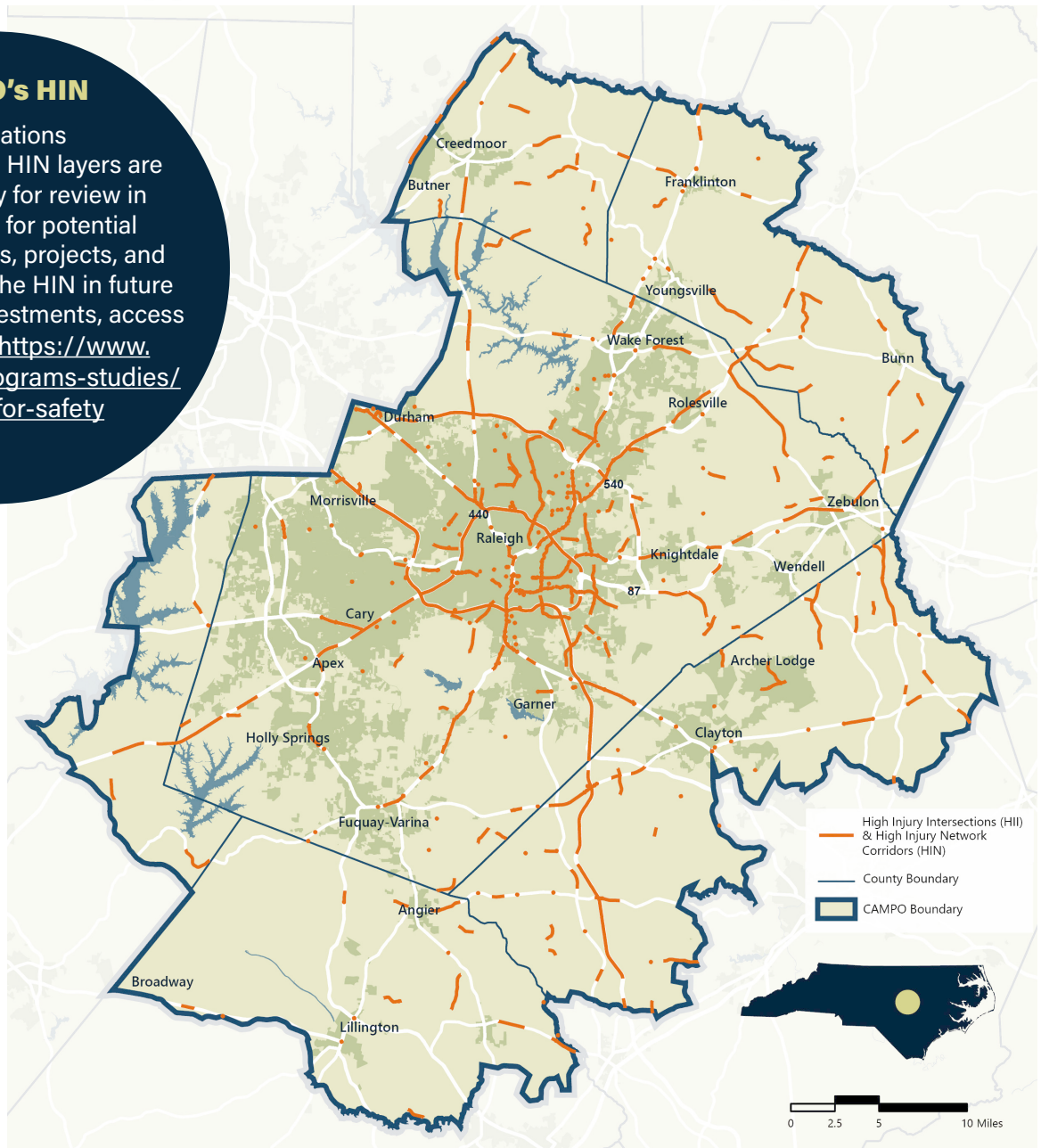
North Carolina Routes account for 4% of the CAMPO region's roadways, and 15% of fatal and serious injury crashes happen on NC Routes.

United States Routes account for 3% of the CAMPO region's roadways, and 18% of fatal and serious injury crashes happen on US Routes.



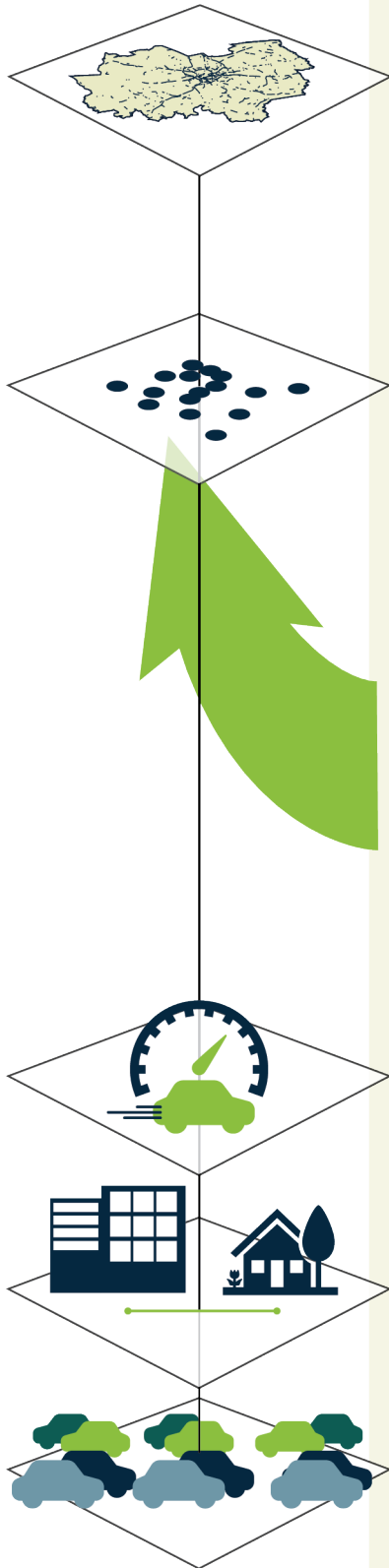
CAMPO's HIN

The locations identified by the HIN layers are the first priority for review in the near-term for potential countermeasures, projects, and policy. To utilize the HIN in future transportation investments, access is available at: <https://www.campo-nc.us/programs-studies/blueprint-for-safety>



The HIN maps use NCDOT crash data and bicycle-and pedestrian-specific crash data from 2016-2023 to identify locations across the CAMPO region with a high frequency of fatal and serious injury crashes. The HIN Map in the Blueprint incorporates a total of four layers:

- » **High Injury Intersections (HII) for all crashes** – Captures the 1% of all intersections that capture 38% of all fatal and serious injury crashes at intersections in the CAMPO region.
- » **HIN for all crashes** – Captures 3% of non-interstate mileage to capture 39% of all fatal and serious injury crashes in the CAMPO region.
- » **HII for bicycle and pedestrian crashes, only** – Captures 3% of non-interstate mileage to capture 59% of bicycle and pedestrian fatal and serious injury crashes in the CAMPO region.
- » **HIN for bicycle and pedestrian crashes, only** – Captures 1% of all intersections to capture 50% of bicycle and pedestrian fatal and serious injury crashes in the CAMPO region.



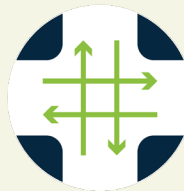
Crash Risk Analysis

The Blueprint created data as tools for identifying the region's roadways that have the greatest risk for specific types of fatal and serious injury crashes. Crash risk analysis is comprised of three elements:

LIKELIHOOD – Considers which crash types are most likely to occur on the roadway and the potential countermeasures to reduce the frequency of severe crashes. Crash types mapped for risk included lane departure, speed, bicycle, pedestrian, and motorcycle crash types for risk on segments and intersections in the CAMPO region.



Lane Departure



Intersections



Bike/Pedestrians
at Intersections



Bike



Speed



Pedestrian



Motorcycle

SEVERITY – Considers where speed can contribute to more severe crashes and where speed can be managed in the development context. The Blueprint used 85th percentile speeds during workdays over a 24-hour period to identify roadways and intersections in the CAMPO region where speed can be managed more effectively.

CONTEXT AND EXPOSURE – Considers where traffic volumes can contribute to crash frequency and the road users involved in traffic-related contexts.

For more information on safety data for likelihood, severity, context, and exposure, see the full Blueprint and CAMPO Safety Analysis map here:

www.campos-nc.us/programs-studies/blueprint-for-safety



Building the Blueprint

The Blueprint is built upon a set of Pillars, overall strategies, and key actions. Each Pillar represents a category of work to improve Safety Policy, Safety Culture, and Safety Projects to intentionally address safety needs. High-level strategies support each Pillar and describe a vision for how the Pillar will support reaching the overarching goal to reduce fatal and serious injury crashes by 50% by 2055, ultimately moving towards zero fatal and serious injury crashes.

CAMPO, its member agencies, NCDOT, and other partners will champion actions to implement the Blueprint. The actions are stratified into horizons of work: near-term and long-term and are listed below. The near-term actions are urgent needs over the next 5 years and can be quick wins for the CAMPO region. The Blueprint includes implementation plans for the near-term actions with immediate next steps, performance measures, and lead implementers. Lead implementers for the Blueprint near-term actions include:



CAMPO will lead actions that involve regional coordination or regional transportation planning activities and actions that affect discretionary funding programs that CAMPO administers.



Local Agencies (Towns and Counties in CAMPO) will lead actions within their jurisdiction to oversee like Capital Improvement Programs, maintenance projects, local plans and studies, pursuing competitive grants for increased capacity to deliver safety projects, and enforcing traffic laws.



NCDOT will lead actions that require coordination on the state system roadway or provide technical assistance for activities, such as performing Road Safety Assessments, pairing funds with the Highway Safety Improvement Program (HSIP) for project implementation, and setting annual safety targets.





Pillar 1: Safety Policy

Safety policy is critical to addressing the unique safety challenged posed by regional and local diversity in geography, traffic patterns, and communities. Safety policies can range from standards for private developments to adopting workplace incentives to combat distracted driving or speeding.

Strategy 1: Adopt policies to promote the Safe System Approach.

Term	Lead	Action
Near-Term		Action 1: Create model approaches for updating transportation analysis methods to identify and incorporate multimodal safety strategies.
Near-Term		Action 2: Develop zoning and land development standards that proactively include transportation networks and countermeasures for all roadway users.
Near-Term		Action 3: Improve accuracy and timeliness of crash and safety data through training and sharing best practices for crash reporting with local police departments and local agency transportation practitioners.
Long-Term		Action 4: Update transit plans and develop guidance for integrating safety data into locating and improving safe access to transit and school bus stops.
Long-Term		Action 5: Create intersection alternative selection guidance to improve consistency in the design of intersections and reduce risks for severe crashes at intersections.
Long-Term		Action 6: Incorporate or improve countermeasure selection and design guidance into local roadway design standards and project development procedures.
Long-Term		Action 7: Develop local traffic calming programs and guidance for quick build projects on local streets.
Long-Term		Action 8: Develop a model Complete Streets project and policy development guide.
Long-Term		Action 9: Develop Safe Driver workplace incentives, recognition for good practices, and fleet management policies for local agencies to improve corporate or organization-wide traffic safety culture.

Pillar 2: Safety Culture

Safety culture encompasses how safety is prioritized, perceived, and practiced in the CAMPO region. It requires involvement from all stakeholders to collaborate on common safety goals. If residents within the CAMPO region engage in a robust safety culture, this results in proactive risk management concerning behavior-related transportation safety challenges and a collective commitment to building more resilient transportation networks.

Strategy 1: Promote the benefits of a safer transportation system to CAMPO residents.

Term	Lead	Action
Near-Term		Action 1: Evaluate the performance of safety projects and experimental treatments to increase understanding of effectiveness of countermeasures.
Near-Term		Action 2: Collaborate with agencies in healthcare, education, and housing to describe the benefits of improving transportation safety and the costs to society for lives lost or incapacitating injuries resulting from crashes.
Near-Term		Action 3: Develop a culturally-sensitive regional education campaign, including a social media calendar and outreach events, to highlight traffic safety issues and encourage safer travel.
Long-Term		Action 4: Hold “open streets” events or create pop-up “traffic gardens” across the CAMPO region to engage with bicyclists and pedestrians of all ages and abilities, teach basic road safety skills, and share information relevant to regional safety initiatives.
Long-Term		Action 5: Include questions in the MTP survey about public awareness of safety problems and understanding of proven countermeasures.

Strategy 2: Cultivate a local safety culture.

Term	Lead	Action
Near-Term		Action 1: Establish a Regional Safety Committee of local governments in the CAMPO region to meet quarterly, discuss and share safety project resources, needs, successes, and ideas.
Near-Term		Action 2: Review and report on implementation progress and performance measures included in the Blueprint for Safety Plan annually.
Long-Term		Action 3: Update the Blueprint for Safety Plan every 5 years, assessing recent trends and implementation progress.
Long-Term		Action 4: Coordinate with Conference of District Attorneys to identify additional courses that can be developed and offered to encourage safer driving.



Pillar 3: Safety Projects

A proactive approach to addressing safety in regional and local transportation networks begins with project selection and design processes and uses funding streams designated for safety projects.

Strategy 1: Implement a “Safety in All Projects” approach.

Term	Lead	Action
Near-Term		Action 1: Develop and distribute guidance to consider context, crash risk, crash history, and crash severity when developing or reviewing STIP projects, LAPP projects, and other local transportation projects.
Near-Term		Action 2: Coordinate between local and regional safety plans to prioritize transportation safety needs.
Long-Term		Action 3: Create a regional technical assistance program to provide ongoing support to local agencies for implementing safety strategies.
Long-Term		Action 4: Collaborate with the NCDOT Rail Division to conduct Traffic Separation Studies (TSS) at highway-rail crossings in the CAMPO region.

Strategy 2: Enact a Safe Speed Management Program.

Term	Lead	Action
Near-Term		Action 1: Support statewide efforts to develop guidance for setting and managing speeds in projects based on context, roadway user types, and crash risk.
Near-Term		Action 2: Perform speed studies along roads with identified speed problems to identify potential safety improvements.
Long-Term		Action 3: Conduct targeted enforcement and public engagement in areas with patterns of excessive speeding.

Strategy 3: Develop highly effective safety projects.

Term	Lead	Action
Near-Term		Action 1: Advocate for additional and leverage state and federal funding to implement safety projects and low-cost countermeasures.
Near-Term		Action 2: Set local budget targets for and increase local capital spending on safety projects.
Long-Term		Action 3: Create “bundled” or grouped projects of systemic improvements for implementation through LAPP or discretionary grants.
Long-Term		Action 4: Create inventories of roadway features to develop systemic (multi-site or widespread) safety projects for focus crash types.
Long-Term		Action 5: Apply safety data and improved screening methods in the Roadway Prioritization Tool to all proposed 2060 MTP projects to refine the safety needs in project proposals.

Tools for Constructing the Blueprint

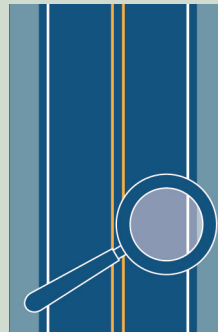
The CAMPO region will continue to coordinate with federal, state, and local partners to implement the Blueprint and make significant progress toward zero fatalities and serious injuries on the roadways. Member agencies are encouraged to demonstrate commitment through letters of support or formal resolutions. The Blueprint includes additional information on the data analysis used to identify safety trends and communities of concern, an overview of stakeholder and public engagement, additional details on the Crash Reduction Framework and safety project funding, and how the Blueprint will be evaluated and updated.

The Blueprint details several tools to support State, regional, and local implementation:



Safety Data Toolkit

Identifies a location or defines a safety problem for an existing project location using information from the HIN, crash risk analysis, or site characteristics.



Implementation Strategies

Includes corridor analyses, intersection improvements, modernization, roadway safety assessments, systemic applications, traffic calming, and HSIP coordination.



Countermeasure Library

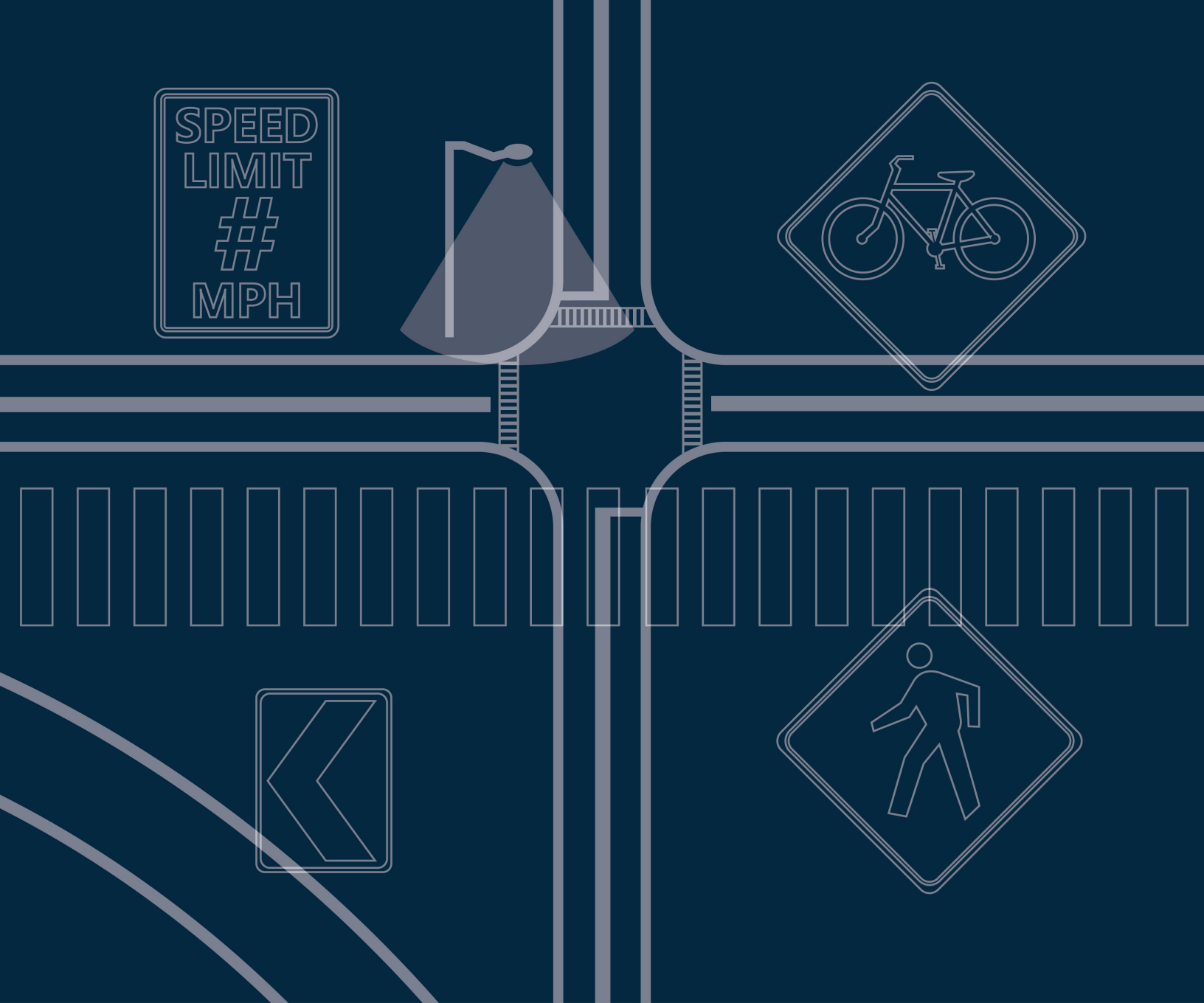
Is a resource to help agencies in the region match identified safety needs with potential project improvements and additional guidance on countermeasure selection.



Project Funding

Identifies federal, state, and local funding available to implement necessary transportation safety improvements.

CAMPO will use an Annual Report to track implementation progress towards reaching the performance measures and goal. The success of the plan is dependent upon the support and investments from all levels of safety stakeholders. CAMPO plans to continue coordinating with and supporting the efforts of NCDOT, regional, and local leaders to exercise the strategies and actions identified in the Blueprint.



CAMPO

Kenneth Withrow,
Senior Transportation Planner

kenneth.withrow@campo-nc.us

<https://www.campo-nc.us/programs-studies/blueprint-for-safety>

NCDOT

Brian Murphy, PE,
Traffic Safety Systems Engineer,
Traffic Safety Unit

bgmurphy@ncdot.gov



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-517-
Submitted by: Evelyn Wright
Submitting Department:
Meeting Date: July 15, 2025

Subject

PROCLAMATION RECOGNIZING JULY AS PARK AND RECREATION MONTH

Recommendation:

item Summary:

ATTACHMENTS:

- [Proclamation Recognizing July as Park and Recreation Month 2025.pdf](#)



TOWN *of* WAKE FOREST

301 S. Brooks Street
Wake Forest, NC 27587
t 919.435.9400

www.wakeforestnc.gov

PROCLAMATION RECOGNIZING JULY AS PARK AND RECREATION MONTH

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

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

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

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the Town of Wake Forest recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest and the Board of Commissioners on behalf of the Wake Forest Parks, Recreation and Cultural Resources Department, hereby proclaim July 2025 as PARK AND RECREATION MONTH in the Town of Wake Forest.

This the 15th day of July 2025.

Attest:

Town Clerk



Mayor



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-487-
Submitted by: Ari Schwartz, Planning
Submitting Department: Planning
Meeting Date: July 15, 2025

Subject

Public Hearing on a contiguous annexation submitted by the property owners Wait Ave 98 LLC, located at 0 Wait Avenue, being Wake County PIN 1850-08-1417 being approximately 2.58 acres.

Recommendation:

item Summary:

ATTACHMENTS:

- [07152025 BOC Agenda Summary AN-25-03.pdf](#)
- [Attachment A Legal Description AN-25-03.pdf](#)
- [Attachment B Annexation Map AN-25-03.pdf](#)
- [Attachment C Annexation Petition AN-25-03.pdf](#)
- [DRAFT ORDINANCE AN-25-03.docx](#)

Agenda Item: Public Hearing on a contiguous annexation submitted by the property owners Wait Ave 98 LLC, located at 0 Wait Avenue, being Wake County PIN 1850-08-1417 being approximately 2.58 acres.

Summary: The property proposed for annexation is contiguous to the corporate limits of the Town of Wake Forest. The proposed annexation is associated with SP-22-29, Wait Avenue Medical Office.

On June 17th, 2025 the Board accepted the petition, certified the sufficiency of the annexation petition, and adopted the resolution to investigate the annexation petition thus, setting the public hearing date for the annexation petition.

Attachments: Attachment A - Legal Description AN-25-03
Attachment B - Annexation Map AN-25-03
Attachment C - Contiguous Annexation Petition AN-25-03
Draft Ordinance

Beginning at a point, said point being an existing iron pipe at the westernmost corner of Tract 1 as shown on a plat recorded in Book of Maps 2001, Page 1555 in the Wake County Registry, said point also being at the southeast corner of Tract D as shown on a plat recorded in Book of Maps 1997, Page 1420 in said registry, said point also being on the northern right of way margin of NC Highway 98 Bypass and having North Carolina State Plane coordinates of N=808,356.11 and E=2,149,893.75; thence, leaving said right of way along the common line between said Tracts 1 and D N33°57'59"E, 438.65 feet to an existing iron pipe at the easternmost corner of said Tract D; thence, continuing along the line of said Tract 1 N33°57'59"E, 25.62 feet to a point in the southern right of way margin of Wait Avenue; thence, along said right of way the following courses and distances: thence, S58°47'30"E, 20.76 feet to a point; thence, along a curve to the left having a radius of 612.56 feet, an arc length of 61.93 feet and a chord of S63°38'34"E, 61.90 feet to a point; thence, along a curve to the left having a radius of 283.72 feet, an arc length of 42.48 feet and a chord of S70°13'59"E, 42.44 feet to a point; thence, along a curve to the left having a radius of 802.08 feet, an arc length of 91.17 feet and a chord of S77°46'49"E, 91.12 feet to a point; thence, along a curve to the left having a radius of 801.93 feet, an arc length of 24.36 feet and a chord of S81°54'21"E, 24.36 feet to a point; thence, along a curve to the right having a radius of 24.78 feet, an arc length of 51.27 feet and a chord of S23°04'29"E, 42.60 feet to a point, said point being where said southern right of way margin of Wait Avenue meets and intersects with the western right of way margin of Traditions Grande Boulevard; thence, leaving said right of way of Wait Avenue along said right of way of Traditions Grande Boulevard the following course and distances: thence, thence, along a curve to the left having a radius of 340.17 feet, an arc length of 118.17 feet and a chord of S28°42'39"W, 117.58 feet to a point; thence, S16°25'52"W, 77.98 feet to a point; thence, thence, along a curve to the left having a radius of 235.06 feet, an arc length of 41.32 feet and a chord of S09°27'11"W, 41.27 feet to a point; thence, N84°54'21"W, 20.46 feet to an existing concrete monument at the easternmost corner of said Tract 1; thence, S44°34'25"W, 88.57 feet to a point, said point being an existing concrete monument where said western right of way margin of Traditions Grande Boulevard meet and intersect with said northern right of way margin of NC Highway 98 Bypass; thence, leaving said right of way of Traditions Grande Boulevard along said right of way of NC Highway 98 Bypass the following courses and distances: thence, thence, along a curve to the left having a radius of 2,043.96 feet, an arc length of 289.84 feet and a chord of N86°56'30"W, 289.59 feet to an existing concrete monument; thence, S15°13'31"E, 3.88 feet to an existing concrete monument; thence, along a curve to the left having a radius of 2,039.37 feet, an arc length of 46.47 feet and a chord of S87°05'24"W, 46.47 feet to the Place and Point of Beginning, containing an area of 112,392 square feet or 2.58 acres, more or less.

I, Evelyn Wright, Town Clerk, Town of Wake Forest, North Carolina certify that this is a true and accurate map of annexation adopted the _____ day of _____, 20____, by the Wake Forest Board of Commissioners. I set my hand and seal of the Town of Wake Forest, _____, 20____

Evelyn Wright

Annexation Map: AN-25-03, Wait Avenue Medical Office
2.58 Acres+/-
Town of Wake Forest
Fulfills requirements of N.C.G.S 160A-29
Ordinance #
Adopted:
Effective Date of Annexation:

TRACT D
RALEIGH RIDGEWOOD
APARTMENTS, L.P.
DB 18645, PG 2399
BM 1997, PG 1420
PIN: 1840-98-7790

TRACT #1
79,231 S.F.
1.82 AC.
PIN: 1850-08-1417
"0" WAIT AVE

CONTROL CORNER
N: 808,356.11
E: 2,149,893.75

5/8" IRON
PIPE FLUSH

CONCRETE R/W
MONUMENT

L4

CONCRETE R/W
MONUMENT

C9

CONCRETE R/W
MONUMENT

L3

CONCRETE R/W
MONUMENT

L3A

S 11°40' E
159.44 (TIE)

CONCRETE R/W
MONUMENT

REFERENCES:

DEED BOOK 17013, PAGE 1071
DEED BOOK 17690, PAGE 441
DEED BOOK 18697, PAGE 849
BOOK OF MAPS 2001, PAGE 1555
NCDOT PROJECT 8.1402504
*OTHERS SHOWN HEREON

LEGEND and NOMENCLATURE

SYMBOLS	LINETYPES
○ Ex. iron pipe/rod or nail	— X — Fence
● Ex. concrete monument	— OU — Overhead utility
■ New iron pipe	— W — Waterline (blue paint)
○ Calculated point	— SS — Sanitary sewer (green paint)
○ Cable pedestal	— SD — Storm drain
○ Telephone pedestal	
○ Electric pedestal	
○ Fiber-optic marker	
○ Traffic signal box	
○ Water meter	
○ Fire hydrant	
○ Valve (water or gas)	
○ Sanitary sewer manhole	
○ Sanitary sewer cleanout	
○ HVAC	
○ Drainage inlet (w/ grate)	
○ Storm drain manhole	
○ Utility pole	
○ Lamp post	
○ Signal pole	
○ Guy wire	
○ Sign post	

NOTES:

- All distances are horizontal ground distances in u.s. survey feet unless otherwise noted. Area(s) computed by coordinate geometry.
- This survey does not include nor depict any environmental evaluations by this office. No investigation into the existence of wetlands or riparian buffers performed in the preparation of this survey.
- Field survey(s) performed August 26 & 27, 2019, October 27, 2020 and last revised November 10, 2022.
- Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence or any other facts that an accurate and current title search may disclose.
- The locations of underground utilities as shown hereon are based on aboveground structures and aboveground visual evidence only. Locations of underground utilities/structures may vary from location shown hereon. Additional buried utilities/structures may be encountered. No excavations were made during the progress of this survey to locate buried utilities/structures.
- Subject properties are not located within a special flood hazard zone per FEMA Flood Insurance Rate Map (FIRM) #3720185000K, effective date July 19, 2022.
- The State Plane Coordinates for this project were produced with RTK GPS observations and processed using the North Carolina VRS network. The network positional accuracy of the derived positional information is ±0.07'.

Horizontal Datum = NAD 83/2011

POSITIONAL ACCURACY CERTIFICATION:

I, Justin L. Luther, certify that this map was drawn under my supervision from an actual GPS survey made under my supervision and the following information was used to perform the survey:

- Class of survey: Urban Land Class (A)
- Positional accuracy: 0.07'
- Type of GPS field procedure: Real-time VRS network
- Date(s) of survey: November 10, 2022
- Datum / Epoch: NAD 83 (NSRS 2011)
- Published / Fixed-control used: NC Real-time Kinematic network
- Geoid model: Geoid 12B
- Combined grid factor(s): 0.99993864
- Units: U.S. Survey Feet

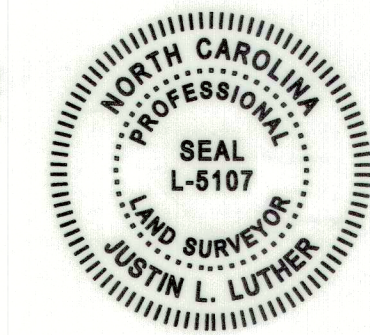
I, Justin L. Luther, certify that this survey is of an existing parcel or parcels of land or one or more existing easements and does not create a new street or change an existing street. [N.C.G.S. 47-30(f)(11)c.1]

Professional Land Surveyor (L-5107)

I, Justin L. Luther, certify that this plat was drawn under my supervision from an actual survey made under my supervision from references as noted on said plat; that the boundaries not surveyed are clearly indicated as drawn from information as indicated under references; that the ratio of precision or positional accuracy as calculated is greater than 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended.

Witness my original signature, license number and seal this _____ day of _____, 2025.

Professional Land Surveyor (L-5107)



NEWCOMB land surveyors, pllc, 7008 Harps Mill Road, Ste. 105, Raleigh, NC 27615, (919) 847-1800, NC License #P-0203

ANNEXATION MAP FOR THE TOWN OF WAKE FOREST
WAIT AVENUE MEDICAL OFFICE - PIN: 1850-08-1417

PROPERTIES OF
WAIT AVE 98, LLC

WAKE FOREST T'SHIP WAKE COUNTY NORTH CAROLINA

40 20 0 40 80

SCALE: 1"=40'

JOB NO.: 197408
FILE NAME: RM-ANNEX
PLOT DATE: 6/24/25



TOWN of WAKE FOREST

Planning Department
Wake Forest Town Hall – 3rd Floor
301 S. Brooks Street
Wake Forest, NC 27587
t 919.435.9510
f 919.435.9539
www.wakeforestnc.gov

CONTIGUOUS ANNEXATION PETITION APPLICATION

(Last updated: July 2013)

Submittal Date: 5.27.2025

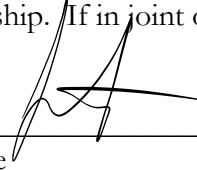
To the Board of Commissioners of the Town of Wake Forest:

I/we the undersigned owner(s) of real property respectfully request that the area described in the paragraph below and as shown in the attached survey map of the property be annexed into the Town of Wake Forest.

The area to be annexed is contiguous to the Town of Wake Forest corporate limits and the boundaries of such territory are as follows *(attach or insert below a metes & bounds description with a matching survey map)*:

SEE LEGAL DESCRIPTION WITH METES & BOUNDS AND MATCHING ANNEXATION PLAT (SURVEY MAP) ATTACHED.

Note: If ownership is a corporation or partnership, please provide such name and the name and signature of the person authorized to sign on behalf of the corporation or partnership. If in joint ownership, please provide names and signatures of ALL owners.

<u>WAIT AVE 98, LLC</u>	<u>1005 EVANWOOD LN, MORRISVILLE, NC 27560</u>		<u>5/27/2025</u>
Name	Address	Signature	Date
<u>HESHAM ABDELBAKY (MANAGING MEMBER)</u>	<u>1005 EVANWOOD LN, MORRISVILLE, NC 27560</u>		<u>5/27/2025</u>
Name	Address	Signature	Date
_____ Name	_____ Address	_____ Signature	_____ Date
_____ Name	_____ Address	_____ Signature	_____ Date

For additional information or assistance, please call the Planning Department at (919) 435-9510.

ORDINANCE 2025-XXX

ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWN OF WAKE FOREST, NORTH CAROLINA

(Contiguous annexation submitted by the property owners Wait Ave 98 LLC, located at 0 Wait Avenue, being Wake County PIN 1850-08-1417 being approximately 2.58 acres.)

WHEREAS, the Board of Commissioners has adopted a resolution under N.C.G.S. 160A-31, as amended, stating its intent to annex the area described below; and

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

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at the Town of Wake Forest Town Hall at 6:00 p.m. on July 15, 2025, after due notice by publication on July 1, 2025; and

WHEREAS, the Board of Commissioners does hereby find as a fact that said petition meets the requirements of N.C.G.S. 160A-31, as amended; and

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Wake Forest, North Carolina:

Section 1. By virtue of the authority granted by N.C.G.S. 160A-31, as amended, the following described territory is hereby annexed and made part of the Town of Wake Forest as of the 15th day of July, 2025

(See Attachment A – Legal Description and Attachment B - Annexation Map)

Section 2. Upon and after the 15th day of July, 2025, the territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Wake Forest and shall be entitled to the same privileges and benefits as other

parts of the Town of Wake Forest. Said territory shall be subject to municipal taxes according to N.C.G.S. 160A-58.10.

Section 3. The Mayor and the Town of Wake Forest shall cause to be recorded in the office of the Register of Deeds of Wake 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 hereof, together with a duly certified copy of this ordinance.

Adopted and effective this 15th day of July 2025.

Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn Wright
Town Clerk

Nathan McKinney
Town Attorney



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-505-
Submitted by: Evelyn Wright
Submitting Department:
Meeting Date: July 15, 2025

Subject

Public Comment: If anyone would like to address the Board of Commissioners on an item other than a public hearing item during the time of public comment, please sign up with the Town Clerk prior to the meeting. Each speaker is asked to limit comments to 3 minutes. Please provide the clerk with copies of any handouts you have for the Board. Although the Board is interested in hearing your concerns, speakers should not expect Board action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate Town Staff and may be scheduled for a future agenda. Thank you for your consideration of the Board of Commissioners, staff and other speakers.

Recommendation:

item Summary:

ATTACHMENTS:



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-509-
Submitted by: Ella Dowtin, Planning
Submitting Department: Planning
Meeting Date: July 15, 2025

Subject

Approval of Appointment to Citizen Advisory Board

Recommendation:

item Summary:

ATTACHMENTS:

- [RESOLUTION2025-XXX_Adv_Board_Appts-HPC ETJ .pdf](#)

RESOLUTION 2025 - 44

**ADVISORY BOARD/COMMISSION APPOINTMENTS
FOR THE TOWN OF WAKE FOREST, NORTH CAROLINA**

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, North Carolina, recommends to the Wake County Board of Commissioners that the following person be appointed for a partial term to the following citizen advisory boards:

Historic Preservation Commission (ETJ Member)

Keith "Kiki" Farish

(August 2025 – December 2027)

Duly resolved this 15th day of July 2025.

ATTEST:

Vivian A. Jones
Mayor

Evelyn Wright
Town Clerk



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-511-

Submitted by: Allison Snyder, Administration

Submitting Department: Administration

Meeting Date: July 15, 2025

Subject

Approval of Wake Forest code of ordinance. Final step in recodification.

Recommendation:

item Summary:

ATTACHMENTS:

- [Summary Recodification.pdf](#)
- [Attachment A Recodification Adopting Ordinance 2025.docx](#)

Agenda Item: Presentation of the code of ordinances recodification project.

Summary: Recodification is a process of updating the entire code of ordinances to incorporate any changes in state code. This project started in May of 2023 and was last completed in the early 2000s. The draft updates were presented to the Board of Commissioners at their January 2025 retreat. At the staff retreat changes occurring in each chapter were presented. Staff will focus the July 2025 presentation on true process changes that occurred because of this project.

Attachments:

Attachment A: Recodification Adopting Ordinance 2025

ORDINANCE NO.

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE TOWN OF WAKE FOREST, NORTH CAROLINA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

Be it ordained by the Board of Commissioners of the Town of Wake Forest:

Section 1. The Code entitled "Code of Ordinances, Town of Wake Forest, North Carolina," published by CivicPlus, LLC, consisting of chapters 1 through 34, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before August 20, 2024, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be fined not more than \$500.00. Except as otherwise provided by law or ordinance:

(i) With respect to violations of this Code that are continuous with respect to time, each day that the violation continues is a separate offense. (ii) With respect to violations that are not continuous with respect to time, each act constitutes a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the town may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after August 20, 2024, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This ordinance shall become effective _____, 2025.

Duly adopted this _____ day of _____, 2025.

Vivian A. Jones, Mayor

ATTEST:

Evelyn Wright, Wake Forest Town Clerk

APPROVED AS TO FORM:

Nathan L. McKinney, Wake Forest Town Attorney



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-514-

Submitted by: Angela McCray, Human Resources

Submitting Department: Human Resources

Meeting Date: July 15, 2025

Subject

Approval of the Amended Personnel Policies & Procedures

Recommendation:

Approval of the Amended Personnel Policies & Procedures

Item Summary:

ATTACHMENTS:

- [TOWF Personnel Policy 07012025 - FINAL FINAL 062625.pdf](#)
- [Item Summary - HR 071525 - FINAL.docx](#)
- [Resolution - Policies 071525.docx](#)



WAKE
FOREST

POLICY MANUAL



AS AMENDED JULY 15, 2025

LEGAL DISCLAIMER

These materials were prepared to help employees find the answers to many questions that may arise regarding their employment with the Town of Wake Forest.

The authors do not expect this policy to answer all questions. Supervisors and Human Resources also serve as important sources of information.

Neither this policy nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, express or implied contract of employment, or a promise of treatment in any particular manner in any given situation; nor does it confer any contractual rights. The Town of Wake Forest adheres to the policy of employment at will, which permits the Town or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No Town representative other than the Town Manager may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment. Any such modification must be documented in writing.

Many matters covered by this policy, such as benefit plan descriptions, are also described in separate Town documents. These Town documents are always controlling over any statement made in this policy or by any member of management.

This policy states only general Town guidelines. With proper notice, the Town may, in its sole discretion, modify or deviate from any statement in this policy, excluding the rights of the parties to end the employment at-will relationship. Employment-at-will may only be modified by an express written agreement signed by the employee. The Town Manager may make minimal edits or technical corrections to this policy without presentation before the current Board of Commissioners.

This policy supersedes all prior versions of this document.

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Section 1 - Introduction and Purpose

1-1. Purpose of The Policy

The purpose of this policy is to set forth and establish rules and regulations in a fair and uniform system of personnel administration for all employees of the Town of Wake Forest (hereinafter the "Town") under the supervision of the Town Manager. Nothing in this policy creates an employment contract, term of employment, expectation of employment, or property interest in employment between the Town and its employees. This Personnel Policy is established under the authority of North Carolina General Statutes Section 160A-164 and therefore requires review and approval by the Town Board of Commissioners.

Nothing in this policy limits the authority of the Town to investigate any allegation that any Town employee, including but not limited to the Town Manager, has engaged in misconduct or otherwise violated this policy. The Town reserves the right to conduct such investigations as the Town may deem appropriate from time to time in its discretion in accordance with applicable law.

The Town retains the right, in its sole discretion and at any time, to change, modify, suspend, or cancel, in whole or in part, any of the policies or procedures herein even though not previously communicated to employees or reprinted or inserted in the Personnel Policy. The Town may modify policies without prior notice.

1-2. Welcome Letter

Welcome to the Town of Wake Forest's Personnel Policy. Whether you are a new or tenured employee, this document will serve as a guide to help answer questions you may have about our policies.

The Human Resources Department, in collaboration with associate town departments, periodically reviews this policy to ensure that it is current and effectively equips employees with the information needed to perform their jobs successfully. Our policy is based on our commitment to equal employment opportunity, state and federal laws, public accountability, and the Town's core values of caring, commitment, character, and collaboration.

As representatives of the Town of Wake Forest, employees should be proud of the invaluable contributions and tireless efforts made on behalf of the citizens we serve.

Every circumstance cannot be addressed in a personnel policy; we ask that any questions you may have be addressed to the appropriate contact.

Thank you for your service and commitment to the Town of Wake Forest and for making our community a great place to work and live.

Kip Padgett, Town Manager

1-3. Town History

Although it has a much longer history, Wake Forest celebrated its centennial in 2009 because in 1909 the North Carolina General Assembly rechartered it as the Town of Wake Forest and granted permission to sell bonds to build a generator and an electric system.

The town began in 1832 when the North Carolina Baptist Convention, intent on establishing an educational institute to train future ministers, purchased Dr. Calvin Jones' 615-acre plantation north of the existing community of Forestville for \$2,000. Jones described the community as "One of the best neighborhoods in the state, the Forest District containing three schools (one classical) and two well constructed and well filled meeting houses for Baptists and Methodists, and has a lawyer and a doctor. The inhabitants, without I believe a single exception, are sober, moral and thriving in their circumstances, and not a few are educated and intelligent."

Wake Forest Institute opened to young men and boys in February 1834, and 72 students had enrolled by the end of the first year. The institute grew rapidly, and the college trustees hired architect John Berry of Hillsborough. Between 1835 and 1838 Berry designed and built a large classroom building, soon called Wait Hall for the first president, the Rev. Samuel Wait, and two homes for professors, the North Brick House and the South Brick House. Wait Hall burned in 1933, the victim of an arsonist, and the North Brick House was torn down in 1936, leaving the South Brick House as the only survivor of the first campus buildings.

In 1838, the manual institute form was abandoned and the school was rechartered as Wake Forest College to reflect its new emphasis. The Raleigh & Gaston Railroad on the east side of the growing campus was completed in 1840, making travel to the college easier. The closest depot was in Forestville, as was the post office, and students and professors often walked the dusty mile.

With an increasing need for space and money, the College decided to divide the Calvin Jones farm into lots and sell them for \$100 each, with those on the west side of the main street selling for \$150. Eighty one-acre lots north of the campus and west of the railroad were put on the market in 1839. The central street became known as Faculty Avenue and today constitutes the greater portion of the locally designated Wake Forest Historic District.

When war was declared in 1862, the students and at least one faculty member left to enlist and the college closed. Wait Hall later became a hospital for wounded soldiers, as did some of the Faculty Avenue homes. The college, much depleted, reopened in 1865.

The trustees had long wanted a railroad depot closer to the college, and finally in 1874 they spent \$2,000.03 to relocate the depot from Forestville to the Wake Forest community. That relocation spurred commercial development, and the college sold lots on the east side of the tracks for new stores and businesses on White Street. There was a hotel next to the drug store Dr. Benjamin Powers built across from the depot. Thomas E. Holding, a pharmacist, was first a partner of Dr. Powers but later left to build and operate his own drug store a bit north. Other stores and businesses were the W.W. Holding and Company cotton merchants, the Wake Forest Supply Company which became Jones Hardware, the Bolus Department Store, the Wilkinson general store, Dickson Brothers Dry Goods, Brewer & Sons feed and grocery store, and Keith's grocery store. T.E. Holding and the Brewer family both established banks which unfortunately failed during the 1930s.

The commercial and residential growth allowed the community to be incorporated on March 26,

1880, as the Town of Wake Forest College.

The town's first industry, the Royall Cotton Mill, was built in 1899 by three brothers-in-law, W.C. Powell, R.E. Royall and T.E. Holding, to produce muslin sheeting from local cotton. The mill and the operatives' homes that were soon built were just north of the town boundary.

The college and the town thrived together through good times and bad until shortly after the end of World War II when it was announced the college would move to Winston-Salem. Happily, the Southern Baptist Convention decided to locate its new seminary in Wake Forest, and Southeastern Baptist Theological Seminary shared the campus with the college until it moved in 1956.

Although the college's move along with the relocation of U.S. 1 to the west of town in 1952 brought some economic hard times, the town persevered, attracting new industry such as Schrader Bros. and Athey in the mid-1960s and Weavexx in the early 1970s. Those companies are gone now, swept away by the changes in the national economy and the growth of global markets, and the town, through the Economic Development Department, the Downtown Development Department, the Wake Forest Chamber of Commerce and other agencies, is actively pursuing and gaining new employment venues.

Beginning in the 1990s and continuing today, Wake Forest has seen an explosive growth in its population. New subdivisions have been built, and the town boundaries now run from - and into - Franklin County on the north to the Neuse River on the south, from west of U.S. 1 on the west to just shy of U.S. 401 on the east. There have been many adjustments to the growth and the needs of the new residents, including merging the town's water and sewer systems with Raleigh's.

Wake Forest celebrated its 100th birthday throughout 2009 with a series of special events that began with First Light Wake Forest on Dec. 31, 2008 and ended with the Centennial Community Christmas Gala on Dec. 5, 2009.

1-4. Town Government

In accordance with North Carolina General Statutes - Chapter 160A Article 7 Part 2, the Town operates under the council-manager form of government. The governing body is comprised of a Mayor and a five-member Board of Commissioners, elected on a nonpartisan, at-large basis for staggered four-year terms in odd numbered years. The Board of Commissioners appoints members of various Town boards. Additionally, the Town Charter grants them the authority to hire both the Town Manager and Town Attorney. The Board of Commissioners enacts all general and technical ordinances including budgetary appropriations within a balanced budget, establishes a tax rate for supported Town programs and originates general management policies as recommended by the Town Manager. The Town Manager is responsible for implementing the Board's policies and Town ordinances, managing daily operations and appointing Department Directors.

1-5. Strategic Plan and Core Values

Strategic Plan

The Town of Wake Forest is guided by our Strategic Plan. Much of the work done each day is grounded in the Strategic Plan. The Plan lays out the Town's commitment to serving the community. The Plan includes the following:

- Mission Statement - The Town of Wake Forest is committed to delivering superior services and celebrating the diversity of our organization.
- Vision - A vibrant, diverse, and welcoming community that fosters its distinct character, thriving economy, and high quality of life.

Strategic Goals

1. Fostering a safe, diverse, and welcoming community
2. Investing in Transportation and Infrastructure
3. Sustaining excellent Town Services
4. Advancing Community and Economic Prosperity
5. Creating Accessible Housing Opportunities

Our Core Values

- Caring
- Commitment
- Character
- Collaboration

Section 2 - Governing Principles

2-1. Responsibilities of the Board of Commissioners

The Board of Commissioners (the "Board") shall be responsible for approving personnel policies, the position classification and pay plan, and may change the policies and benefits as necessary.

2-2. Responsibilities of the Town Manager

The Town Manager shall be responsible to the Board of Commissioners for the administration and technical direction of the personnel program. The Town Manager shall appoint, suspend, and remove all Town officers and employees except those elected by the people or whose appointment is otherwise provided for by law. The Town Manager shall make appointments, dismissals and suspensions in accordance with the Town Charter, North Carolina General Statutes Section 160A - 148, and other policies and procedures spelled out in the Personnel Policy.

The Town Manager shall appoint a Human Resources Director who shall assist in the preparation and maintenance of this policy and perform such other duties as required. All matters dealing with personnel shall be routed through the Human Resources Department who shall maintain a complete system of personnel files and records.

The Town Manager will supervise and participate in the following:

- a) Recommend rules and revisions to the personnel system to the Board of Commissioners for consideration;
- b) Make changes as necessary to maintain an up-to-date and accurate position classification plan;
- c) Prepare and recommend revisions to the pay plan;
- d) Determine which employees will be subject to the overtime provisions of FLSA;
- e) Perform such other duties as may be assigned by the Board of Commissioners not inconsistent with this policy; and
- f) Provide for interpretation of any ambiguities or inconsistencies within this document in consultation with the Human Resources Director.

Nothing contained herein shall limit the Town Manager's authority during an emergency situation (weather, public health, etc.) to change the classification of employees from non-essential to essential.

2-3. Responsibilities of the Human Resources Director

The responsibilities of the Human Resources Director will be to ensure the establishment, implementation and management of a modern personnel system reflecting the equal employment opportunity and non-discriminatory vision and values of the Town. Those responsibilities include, but will not be limited to, the following:

- a) Recommend rules and revisions to the personnel policy to the Town Manager for consideration;
- b) Recommend changes as necessary to maintain an up to date and accurate position classification plan;
- c) Recommend necessary revisions to the pay plan;
- d) Recommend which employees shall be subject to the overtime provisions of FLSA;
- e) Establish and maintain a roster of all persons and authorized positions in the municipal service, setting forth each position and employee, class title of position, salary, any changes in class title and status, and such data as may be desirable or useful;
- f) Establish and maintain a list of authorized positions in the municipal service at the beginning of each budget year which identifies each authorized position, class title of position, salary range, any changes in class title and status, position number and other such data as may be desirable or useful;
- g) Develop and administer such recruiting programs as necessary to obtain an adequate supply of competent applicants to meet the needs of the Town;
- h) Develop and coordinate training and educational programs for Town employees;
- i) Review the operation and effect of the personnel provisions of the Personnel Policy; and
- j) Perform such other duties as may be assigned by the Town Manager.

2-4. Responsibilities of Department Directors

Department Directors are appointed by the Town Manager to represent them in the management of Departments. This includes the oversight of personnel to ensure the goals of the Town are met. In particular, Department Directors shall:

- a) Oversee the implementation of the Personnel Policy for their Department.
- b) Provide direction, oversight, management, and delegation for all personnel issues particular to their Department in a fair and equitable manner.
- c) Consult with Human Resources, as a resource, on issues that are unique and when further help/clarity is needed.
- d) Work with their Human Resources representative to expeditiously fill any authorized positions that are vacant.

2-5. Application of Policies, Rules, and Regulations

The Town Personnel Policy and all rules and regulations adopted pursuant thereto are applicable to all Town employees. The Town Attorney, members of the Board of Commissioners, advisory boards and volunteers are exempt from this policy except in sections where specifically included. The Town Manager's employment agreement (contract) will contain the necessary language regarding the application of policies, plans, rules and regulations as may apply to the Manager. An employee violating any of the provisions of this policy will be subject to appropriate disciplinary action, as well as prosecution under any civil or criminal laws which have been violated.

2-6. Departmental Rules and Regulations

Because of the particular personnel and operational requirements of the various departments of the Town, each department is authorized to establish supplemental written rules and regulations applicable only to the personnel of that department. All such rules and regulations shall be subject to the approval of the Town Manager, and **shall not in any way conflict with the provisions of this policy**, but will be considered as a supplement to this policy. The master copy of each department's supplemental rules and regulations will remain in the Human Resources Department.

2-7. Employment Relationship

This Personnel Policy is not a binding contract, but a set of guidelines that the Town will follow for the implementation of personnel policies and procedures.

The Town of Wake Forest is an at-will employer. The employment relationship between the Town and the employee is terminable at the will of either at any time. No employee, officer, agent, or representative of the Town has any authority to enter into any agreement or representation, verbally or in writing, that alters, amends, or contradicts this provision or the provisions in this policy.

Section 3 - General Standards of Conduct

3-1. Employee Dress and Personal Appearance

Employees are expected to report to work well groomed, clean, and dressed according to the requirements of their position. Some employees may be required to wear uniforms or safety equipment/clothing. Employees should contact their supervisor for specific information regarding acceptable attire for their position. If employees report to work dressed or groomed inappropriately, they may be prevented from working until they return to work well groomed and wearing the proper attire.

3-2. Smoking/Smokeless Tobacco

Smoking, including the use of e-cigarettes, is prohibited on Town premises and in all Town vehicles.

3-3. Workplace Conduct

The Town of Wake Forest endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, all must abide by certain rules of conduct, based on honesty, common sense, and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including dismissal, in the Town's sole discretion. The following are examples of some, but not all, conduct that can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing, or defacing Town of Wake Forest property or a co-worker's property.
3. Disclosure of confidential information.
4. Completing another employee's time records, if not the supervisor of the employee.
5. Violating safety rules and policies.
6. Violating Town of Wake Forest's Drug and Alcohol-Free Workplace Policy.
7. Fighting, threatening or disrupting the work of others or other violations of Town of Wake Forest's Workplace Violence Policy.
8. Failing to follow lawful instructions of a supervisor.
9. Failing to perform assigned job duties.
10. Violating the Punctuality and Attendance Policy, including, but not limited to, irregular attendance, habitual tardiness, or unexcused absences.
11. Gambling on Town property or Town time
12. Willful or careless destruction or damage to Town assets or to the equipment or possessions of another employee.
13. Wasting work materials.
14. Performing work of a personal nature during working time.
15. Violating the Solicitation and Distribution Policy.

16. Violating of Town of Wake Forest's Harassment or Equal Employment Opportunity Policies.
17. Violating the Communication and Computer Systems Policy.
18. Unsatisfactory job performance.
19. Any other violation of Town policy.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

3-4. Workplace Etiquette Guidelines

General Expectations:

- Maintain professionalism in all interactions.
- Respect differences in background, opinion, and identity.
- Avoid offensive, discriminatory, or inappropriate language or behavior.
- Refrain from gossip or spreading rumors.
- Use courteous and respectful language in emails, meetings, and all communications.
- Respond to internal and public inquiries in a timely and helpful manner.
- Maintain confidentiality and data protection protocols when discussing sensitive information.
- Keep individual and shared workspaces clean and organized.
- Respect noise levels and avoid disruptive behavior.
- Adhere to all local, state, and federal laws and departmental policies.
- Report unethical behavior, safety concerns, or policy violations to the appropriate authority.

3-5. Health and Safety

The health and safety of employees and others on the Town's property are of critical concern. The Town intends to comply with all health and safety laws applicable to our business. To this end, the Town must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Town's premises, or in a product, facility, piece of equipment, process, or business practice for which the Town is responsible should be brought to the attention of management immediately.

Periodically, the Town may issue rules and guidelines governing workplace safety and health. The Town may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines as strict compliance will be expected.

Regardless of the severity of the injury or accident, any workplace injury, accident, or illness must be reported according to the schedule and procedure established by the Risk Management Department.

3-6. Use of Facilities, Equipment and Property, Including Intellectual Property

Equipment essential for accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Supervisors can answer any questions about the employees' responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the Town's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including dismissal.

Further, the Town is not responsible for any damage to employees' personal belongings unless the employee's supervisor provided advance approval for the employee to bring the personal property to work.

3-7. Operation of Vehicles

All employees authorized to drive Town-owned or leased vehicles or personal vehicles in conducting Town business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

Employees must have a valid driver's license in their possession while operating a vehicle off or on Town property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Town-owned or leased vehicles may be used only as authorized by management.

3-8. Inspections

Town of Wake Forest reserves the right to require employees while on Town property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Town or client property, and work areas when reasonable suspicion exists. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Town or to its clients. Employees have no reasonable expectation of privacy in their possessions in the workplace and are expected to cooperate in the conduct of any search or inspection.

3-9. Solicitation and Distribution

To avoid distractions, solicitation by the employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time the employee is engaged, or should be engaged, in performing their work tasks for the Town of Wake Forest. Uninvited solicitation of any kind by non-employees on Town premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the Town is prohibited at all times. Distribution of literature by non-employees in the workplace is prohibited at all times, unless pre-approved.

3-10. Conflict of Interest and Business Ethics

It is the Town of Wake Forest's policy that all employees avoid any conflict between their personal interests and those of the Town. The purpose of this policy is to ensure that the Town's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Town.

Situations that would constitute a conflict in most cases include but are not limited to:

1. Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Town, by any employee who is in a position to directly or indirectly influence either the Town's decision to do business, or the terms upon which business would be done with such organization;
2. Holding any interest in an organization that competes with the Town;
3. Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Town or which competes with the Town; and/or
4. Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Town.

A conflict of interest would also exist when a member of the employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the employee's responsibility to report any actual or potential conflict that may exist between the employee (and the employee's immediate family) and the Town.

Section 4 - Employee Conduct

4-1. Reporting for Work

Because of the nature of Town work, regular attendance by each employee is mandatory. If an employee is unable to report for work on time and as scheduled, the employee must notify their direct supervisor immediately. Such notice must be given as far in advance of the time assigned for reporting to work as possible. Employees absent from work because of illness or injury are required to advise their supervisor immediately of their work status and estimated return to work date. Excessive, unscheduled absences or tardiness is cause for disciplinary action. An unscheduled absence is one that was not pre-scheduled or authorized by an employee's supervisor. This includes occurrences of leaving early and arriving late.

Excessive absenteeism is defined as 5 to 7 occurrences of unscheduled absence or tardiness in a rolling 12-month period.

Supervisors may request a doctor's note for excessive absenteeism. This note is for documentation purposes only. All doctors' notes should then be turned over to Human Resources.

4-2. Work Schedule

Department Directors, with the approval of the Town Manager, shall establish work schedules which meet the operational needs of the department in the most cost-effective manner possible. The Town of Wake Forest is committed to helping employees face the demands of work, family, and life-related issues by offering a number of possible flexible work arrangements. The Town supports Town departments in exploring flexible work arrangements, where possible, with their employees. Although we hold different roles in the organization, we all work toward the common goal of serving the Town and the Town's residents and customers. Having equitable workplace flexibility supports teamwork and professionalism. An equitable approach to flexible work arrangements:

- Improves employee morale, retention, and loyalty.
- Improves the Town's recruiting efforts.
- Increases options for service delivery.

Upon obtaining approval, some examples of flexible work schedules/arrangements are:

- **Remote Work:** in which an employee works at a location other than their office. Example: Working from home or a public location.
- **Compressed Schedule:** a schedule in which an employee works their base hours in fewer days than their position traditionally works.

Example: A forty (40) hour per week employee whose position normally works 8 hours per day, 5 days per week, might compress their work schedule into four nine (9) hour days and one four (4)

hour day OR four ten (10) hour days.

- **Alternative Schedule:** a schedule in which an employee starts and ends their workdays at nontraditional times for their position, but traditionally work their scheduled workdays.

Example: An employee normally working 8:00 am - 5:00 pm five (5) days weekly might change their schedule to a 7:00 am - 4:00 pm or a 10:00 am - 7:00 pm workday. Any requests for changes to an employee's work schedule must be approved by the employee's Department Director or designee.

4-3. Punctuality and Attendance

Employees are hired to perform important functions at the Town of Wake Forest. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and supervisors. The Town expects reliable and punctual attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including dismissal.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify supervisors as early as possible, but no later than the start of the work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action, unless in an emergency situation. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive work days generally will be considered a voluntary resignation of employment with the Town.

4-4. Reporting Hours Worked

Non-Exempt employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to disciplinary action, up to and including termination.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time unless approved by a supervisor.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

4-5. Personnel Records and Reports

Such records that are necessary for the proper administration of the personnel system will be maintained by the Human Resources Director under the supervision of the Town Manager. The official personnel files are those which are maintained by the Human Resources Director. These files shall contain documents such as employment application materials, records of personnel actions, documentation of employee warnings, disciplinary actions, performance evaluations, retirement and insurance records, letters of recommendation, and any other personnel-related documents.

Public Information

In compliance with Section 160A-168 of the North Carolina General Statutes, the following information with respect to each Town employee is a matter of public record:

- Name;
- Age;
- Date of original employment or appointment of service;
- The past or present terms of employment contracts, to the extent that the Town has the written contract or a record of a verbal contract in its possession;
- Current position;
- Date and amount of each increase or decrease in salary with the Town;
- Date and type of each promotion, demotion, transfer, suspension, separation, or other change in position classification with the Town;
- Date and general description of the reasons for each promotion with the Town;
- Date and type of each dismissal, suspension, or demotion for disciplinary reasons taken by the Town. If the disciplinary action was a dismissal, a copy of the written notice of the final decision of the Town setting forth the specific acts or omissions that are the basis of the dismissal; and
- The office to which the employee is currently assigned.

Any person may have access to this information for the purpose of inspection, examination, and copying, during regular business hours, subject only to such rules and regulations for the safekeeping of public records as the Town may adopt.

Access to Confidential Records

All information contained in a Town employee's personnel file is confidential and shall be open to inspection only in the following instances:

- 1) The employee or their duly authorized agent may examine all portions of their personnel file except letters of reference solicited prior to employment, and information concerning a medical disability, mental or physical, that a prudent physician would not divulge to the patient.
- 2) A licensed physician designated in writing by the employee may examine the employee's medical record.
- 3) A Town employee having supervisory authority over the employee may examine all material in the employee's personnel file.

4) By order of a court of competent jurisdiction, a person may examine all material in the employee's personnel file.

5) An official of an agency of the state or federal Government, or any political subdivision of the State, may inspect any portion of a personnel file when such inspection is deemed by the Town Manager to be necessary and essential to the pursuit of a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in a criminal prosecution of the employee, or for the purpose of assisting in an investigation of the employee's tax liability. However, the official having custody of the personnel records may release the name, address, and telephone number from a personnel file for the purpose of assisting in a criminal investigation.

6) An employee may sign a written release to be placed in their personnel file that permits the record custodian to provide, either in person, by telephone, or by mail, the information specified in the release to prospective employers, educational institutions, or other persons specified in the release.

Personnel Actions

The Town Manager, assisted by the Human Resources Director, will prescribe necessary forms and reports for all personnel actions. The Human Resources Director will also retain records necessary for the proper administration of the personnel system.

Records of Former Employees

The provisions for access to records apply to former employees as they apply to present employees.

Remedies of Employees Objecting to Material in File

An employee who objects to material in their file may place a statement in the file relating to the material considered to be inaccurate or misleading. The employee may seek removal of such material in accordance with established grievance procedures.

Penalties for Permitting Access to Confidential Records

Section 160A-168 of the North Carolina General Statutes provides that any public official or employee who knowingly and willfully permits any person to have access to any confidential information contained in an employee personnel file, except as expressly authorized by the designated custodian, is guilty of a misdemeanor and upon conviction shall be fined in an amount consistent with the General Statutes

Examining and/or Copying Confidential Material without Authorization

Section 160A-168 of the North Carolina General Statutes provides that any person, not specifically authorized to have access to a personnel file designated as confidential, who shall knowingly and willfully examine in its official filing place, remove or copy any portion of a confidential personnel file shall be guilty of a misdemeanor and upon conviction shall be fined consistent with the General Statutes.

Destruction of Records Regulated

No public official may destroy, sell, loan, or otherwise dispose of any public record, except in accordance with Section 121-5 of the North Carolina General Statutes, without the consent of the State Department of Cultural Resources. Whoever unlawfully removes a public record from the office where it is usually kept, or whoever alters, defaces, mutilates or destroys it will be guilty of a misdemeanor and upon conviction will be fined in an amount provided in Section 132-3 of the North Carolina General Statutes.

4-6. Confidentiality

The protection of confidential information is vital to the interests and success of the Town. Confidential information includes confidential and proprietary information belonging to the Town (or third parties who may have furnished such information to the Town under obligations of confidentiality) that is not known to the general public and is the subject of reasonable efforts to maintain its secrecy. Confidential Information does not include any information that at the time of disclosure is generally known to, or readily ascertainable by, the public or that becomes known to the public through no fault of your own.

As a Town employee with access to confidential Information, you are prohibited from:

- Disclosing, or permitting to be disclosed, any confidential Information to any person or entity, absent written consent and approval from the Town, except as required in the ordinary course of performing duties for the Town;
- Photocopying or duplicating, and/or permitting any person to photocopy or duplicate, any of the confidential Information without the Town's written consent and approval; or
- Making any use of confidential Information for your own benefit or the benefit of any person or entity other than the Town.

[This space reserved as a placeholder for forthcoming confidentiality acknowledgment link]

4-7. Equal Employment Opportunity

Town of Wake Forest is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, pregnancy-related conditions, and lactation), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Town of Wake Forest's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs, and general treatment during employment.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Human Resources Department. Town of Wake Forest will not allow any form of retaliation against employees who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact the Human Resources Department. To ensure the workplace is free of artificial barriers, violation of this policy, including any improper retaliatory conduct, will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

4-8. Drug-Free and Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Town property, and to ensure efficient operations, the Town of Wake Forest has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Town.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere in the workplace, while on Town business (whether or not in the workplace) or while representing the Town, is strictly prohibited. Employees and other individuals who work for the Town also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this does not extend any right to report to work under the influence of medical marijuana/CBD products or to use medical marijuana/CBD products as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, to the extent permitted by and in accordance with applicable law. Where a supervisor reasonably suspects that an employee is using illegal drugs or alcohol on the job, the employee may be required to submit to a medical examination or inquiry as deemed necessary.

The Town maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Town employee, including themselves.

Employees must notify the Town within five calendar days if they are convicted of a criminal drug violation or an offense involving alcohol (open container, public intoxication, Driving While Impaired, etc).

All employees are hereby advised that full compliance with the foregoing policy shall be a condition of employment at the Town.

Any employee who violates the foregoing drug and alcohol-free workplace policy described above shall be subject to discipline up to and including immediate dismissal.

In the discretion of the Town, any employee who violates the drug-free workplace policy may be required, in connection with or in lieu of disciplinary sanctions, to participate to the Town's satisfaction in an approved drug assistance or rehabilitation program.

4-9. Workplace Violence

The Town of Wake Forest is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Town and personal property.

The Town does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, the Town specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, the Town does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations. The Town also encourages employees to stay alert, within the normal course of their employment duties, to behaviors and signs such as those described in the next section.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as suggesting that bad things will happen to a particular person, or that a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to reasonable or necessary questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Town policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally (speech, behavior and/or other reactions are disproportionate or otherwise don't match the situation).

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any Town employee will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons into Town facilities.

Procedures for Reporting a Threat

In addition to the requirements for Reporting Threats described below, if an employee observes any of the above-listed behaviors to a degree that gives rise to concern, the employee should report the behavior to their supervisor or the Human Resources Director (or any member of management with whom the employee feels comfortable). Reports of threats may be maintained confidential to the extent that maintaining confidentiality does not impede the Town of Wake Forest's ability to investigate and respond to the complaints. All threats will be promptly investigated.

Complaints involving the Town Manager shall be reported to the Mayor and will be investigated by the Mayor or the Mayor's designee.

All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Town determines, after an appropriate good faith investigation, that someone has violated this

policy, the Town will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for the Town to be aware of any potential danger in its offices. Indeed, the Town wants to take effective measures to protect everyone from the threat of a violent act by employees or by anyone else.

4-10. Harassment

Town of Wake Forest policy prohibits harassment of job applicants, employees, contractors, interns, or volunteers by any employee, vendor, customer, or third party. This policy applies to harassment based on actual or perceived protected characteristics, including but not limited to: race including traits historically associated with race, such as hair texture and protective hairstyles like braids, locs, twists, or bantu knots, as protected under the CROWN Act), color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws.

The Town strictly prohibits any form of harassment or discrimination on the basis of these protected characteristics. Such conduct will not be tolerated, whether it is intentional or unintentional, and whether committed by employees, supervisors, managers, contractors, vendors, or members of the public.

The purpose of this policy is not to regulate employees' personal beliefs or expressions, but to ensure a respectful, inclusive, and equitable workplace free from unlawful harassment or retaliation. This includes behavior occurring on Town premises, while conducting Town business (whether on or off Town premises), or while representing the Town in any capacity. Harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws (including but not limited to protections provided by the CROWN Act) is a violation of this policy and will result in appropriate disciplinary action, up to and including termination of employment.

Employees who believe they have been subjected to harassment or retaliation are encouraged to report the behavior promptly through the Town's established reporting procedures. All complaints will be addressed promptly, thoroughly, and confidentially to the extent possible, and retaliation for making a good-faith complaint is strictly prohibited.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual, or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures, or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts, or e-mails), or physical conduct (including physically threatening another, blocking someone's way, unwanted touching or invasion of personal space, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state, or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times

in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual, or physical conduct of a sexual nature when:

- Submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- The conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of conduct that violate this policy include:

- Unwelcome flirtations, leering, whistling, touching, pinching, assault, or blocking normal movement;
- Requests or demands for sexual favors with or without the exchange for favorable treatment;
- Obscene or vulgar gestures, posters, or comments;
- Sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies;
- Propositions or suggestive or insulting comments of a sexual nature;
- Derogatory cartoons, posters, and drawings;
- Sexually explicit e-mails, text messages, or voicemails;
- Uninvited touching of a sexual nature;
- Unwelcome sexually related comments;
- Conversation about a person's own or someone else's sex life;
- Conduct or comments consistently targeted at a single gender, even if the content is not sexual; and
- Teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Human Resources Director. If the employee is unable for any reason to contact this person or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the Town Manager. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the Town will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Retaliation includes, but is not limited to, termination, demotion, reduction in pay or hours, exclusion from meetings or work activities, hostile treatment, threats, intimidation, or any other adverse employment action taken because of an employee's good faith report or participation in an investigation. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

4-11. Reasonable Accommodations & Interactive Dialogue

Town of Wake Forest is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA) and the Pregnant Workers Fairness Act (PWFA). To that end, Town of Wake Forest will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation or for whom Town of Wake Forest has notice may require such an accommodation, related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

Reasonable accommodations can take many forms. For example, reasonable accommodations for pregnancy, childbirth, or related medical conditions include, but are not limited to, things such as:

- The ability to carry or keep water nearby and consume as needed
- Allowing the employee additional restroom breaks.
- Allowing the employee whose work requires standing to sit or whose work requires sitting to stand.
- Allowing the employee breaks, as needed, to eat and drink.
- Accommodations related to lactation.
- Change in uniform, dress code or safety equipment that fits.
- Time off for medical appointments
- Time off to recover from childbirth.
- Flexible work arrangements
- Modification of equipment.
- Appropriate and comfortable seating.
- Temporary transfer to a different position that the employee is able to perform.
- Restructuring job duties to include light duty or a modified work schedule.

Town of Wake Forest will work with the employee to determine what accommodation is appropriate for the employee, given the employee's unique circumstances, that does not impose an undue hardship to the Town

Any employee who would like to request an accommodation based on any of the reasons set forth above should contact their direct supervisor and/or the Human Resources Department. Accommodation requests can be made verbally or in writing using a form which can be obtained from the Human Resources Department. Accommodation request under the PWFA are expected to be resolved quickly, generally after brief verbal or email exchanges with either department leadership and/or Human Resources. If the employee who has requested an ADA accommodation has not received an initial response within five (5) business days, they should contact Human Resources Director.

Unless otherwise required by law, Town of Wake Forest may request that the employee provide supporting documentation. Cooperating with Town of Wake Forest by returning requested information in a timely fashion is required.

After receiving a request for an accommodation or learning indirectly that the employee may require such an accommodation, Town of Wake Forest will engage in an interactive dialogue with the employee.

Even if the employee has not formally requested an accommodation, Town of Wake Forest may initiate an interactive dialogue under certain circumstances, such as when Town of Wake Forest has knowledge that employee's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event Town of Wake Forest initiates an interactive dialogue, it should not be construed as Town of Wake Forest's belief the employee requires an accommodation, but will serve as an invitation for the employee to share with Town of Wake Forest any information the employee desires to share, or to request an accommodation.

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, Town of Wake Forest will communicate openly and in good faith with the employee in a timely manner in order to determine whether and how Town of Wake Forest may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, Town of Wake Forest will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. Town of Wake Forest is not required to provide the specific accommodation sought by the employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitations.

Town of Wake Forest will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the employee's underlying reason for needing an accommodation.

Town of Wake Forest will not allow any form of retaliation against employees who have requested an accommodation, who are known by the Town to potentially require an accommodation, or who otherwise engaged in the interactive dialogue process.

Employees with questions regarding this policy should contact Human Resources Department.

[This space reserved as a placeholder for forthcoming Reasonable Request Form link]

4-12. Lactation Accommodations

Town of Wake Forest will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for their child, in accordance with and to the extent required by applicable law. The break time, if possible and permitted by applicable law, must run concurrently with rest and meal periods already provided. If the break time does not run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

The Town will make reasonable efforts to provide employees with the use of a room or location in close proximity to the employee's work area, other than a bathroom, to express milk in private. This location may be the employee's private office, if applicable. Please consult Human Resources Department with questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

Section 5 - Compensation Policies

5-1. Compensation Philosophy

The Town of Wake Forest recognizes that employees are our greatest asset. We are committed to valuing our employees and supporting our community by offering competitive, local, market-leading total rewards packages.

Our Core Compensation Objectives

- **Attract and retain top talent:** A diverse, skilled, and dedicated workforce should reflect the community we serve.
- **Promote equity and transparency:** Pay practices will be fair, consistent, and transparent, ensuring equitable compensation for employees performing similar work.
- **Supporting Professional Growth:** We recognize and reward excellent performance and professional development.
- **Total Rewards Package:** In addition to a competitive local government salary, we offer excellent benefits that promote employee well-being.
- **Fiscal Responsibility and Sustainability:** While leading the local market, we will ensure that compensation decisions are made with long-term sustainability and taxpayer responsibility in mind.

5-2. The Pay Plan

The pay plan, which includes the basic salary schedule or Assignment of Classes to Grades, is adopted by the Board of Commissioners with the budget process annually in June. The salary schedule consists of minimum, midpoint, and maximum salaries for all positions. Also included is a Fair Labor Standards Act (FLSA) exemption designation (Exempt/Non-exempt) for each position. Salary increases within the pay range shall be based on performance or other adjustments, including those highlighted within this policy.

Administration and Maintenance

The Town Manager, assisted by the Assistant Town Manager(s) and Human Resources Director, shall be responsible for the administration and maintenance of the pay plan. Plan adjustments reflect internal equity, labor market comparisons, and the Town's financial condition.

The Town will conduct a compensation study of at least one-third of the classifications annually, considering market trends, internal equity, and proper advancement based on an evaluation criteria process and market analysis. The impact of this analysis takes effect each July.

All employees covered by the pay shall be paid at a rate listed within the salary range established for the respective position classification. The pay plan is intended to provide equitable compensation for all positions, reflecting differences in the duties and responsibilities, the comparable rates of pay for positions in private and public employment in the area, changes in the cost of labor, and the financial

condition of the Town. The Town Manager may occasionally request the Human Resources Department to compare all factors affecting the salary range. They may request minor adjustments in the allocation of positions to pay grades. Significant adjustments are recommended by the Town Manager and approved by the Board of Commissioners.

5-3. Base Pay Policies

Recruitment

When recruiting to fill position vacancies, the Town strives to balance fiscal responsibility with the desire to attract and retain well-qualified candidates. Positions will be advertised with a hiring range that reflects the minimum salary to no more than the midpoint.

Starting Salaries

New employees hired into positions approved on the classification plan will be paid a starting salary within the range of the minimum to the midpoint of the classification for which they are employed. Qualified applicants may receive offers above the midpoint of the established starting salary range pending recommendation by the Department Director and subsequent approval of both the Budget Department and the Town Manager.

5-4. Introductory Pay Increase

Newly hired employees shall receive a 5% salary increase upon successful completion of the Introductory Period.

5-5. Position Classification Plan

Purpose

The position classification plan, also known as the Assignment of Classes to Grade, offers a comprehensive inventory of all authorized positions within the Town service, along with clear, accurate descriptions and specifications for each employment classification.

Composition of the Position Classification Plan

The classification plan shall consist of:

- a) A grouping of positions in classes which are approximately equal in difficulty and responsibility which call for the same general qualifications, and which can be equitably compensated within the same range of pay under similar working conditions;
- b) Class titles descriptive of the work of the class;
- c) Written specifications for each class of positions; and
- d) An allocation list showing the class title of each position in the classified service.

Use of the Position Classification Plan

The classification plan is to be used:

- a) As a guide in recruiting and examining applicants for employment;

- b) In determining lines of promotion and in developing employee training programs;
- c) In determining salary to be paid for various types of work;
- d) In determining personnel service items in departmental budgets; and
- e) In providing uniform job terminology.

Administration of the Position Classification Plan

The Town Manager, assisted by their designee(s) and the Human Resources Director, shall allocate each position covered by the classification plan to its appropriate class and shall be responsible for administering the position classification plan. Annually, the Human Resources Department reviews one third of the classification plan and recommends suggestions to the Town Manager for review and consideration. This process allows the agency to ensure that classifications accurately reflect current job duties and responsibilities. The Town Manager shall periodically review the entire classification plan and, when needed, recommend significant changes to the Board of Commissioners.

When classifications are being evaluated, Human Resources utilizes an evaluation criteria to determine the value/worth of a position compared to other positions and internal equity. This evaluation criterion rates and ranks positions based on various skill levels and work factors, ensuring an equitable and consistent method of evaluating jobs and relating positions to the compensation plan. The evaluation includes reviewing various documents, including current pay plans, organizational charts, position descriptions, and a completed Position Analysis Questionnaire (PAQ). The evaluation factors consist of education, experience, level of work, human interaction, physical demands, working conditions, independence of action, impact on the organization, and supervision exercised. (Note: No employee shall receive a salary reduction as a result of the transition to a new classification, unless pre-determined as an administrative demotion.)

Adoption of the Position Classification Plan

The position classification plan, once adopted by the Board of Commissioners, will be made available for employee review on the Town's Sharepoint site. New positions shall be established upon recommendation of the Town Manager and approval of the Board of Commissioners after which the Town Manager, assisted by the Human Resources Director, shall either allocate the new position into the appropriate existing class, or amend the position classification plan to establish a new class to which the new position may be allocated.

Request for Reclassification

Any employee who considers the position in which they are currently classified to be inaccurate should submit a written reclassification request to their immediate supervisor. The supervisor will immediately transmit the request through the Department Director to the Human Resources Director. Upon receipt of such request, the Human Resources Director will review the request, evaluate its merit, and forward the recommendation to the Town Manager for consideration. The Town Manager will make a further review and take final action on the reclassification request.

5-6. Career Advancement Methodologies

The Town of Wake Forest is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion, transfer, or career progression. This policy outlines the criteria associated with promotion, transfer, and progression. To be eligible for any of these types of advancement, an employee must meet the following requirements:

- Be a current, regular, full-time, or part-time employee.
- Have been in a position for at least six (6) months.
- Maintain a performance rating at the proficient and fully competent level or above
- Not be on conduct/performance-related probation or warning.
- Meet the job qualifications for the advancement opportunity.
- Provide their current manager with notice before applying for the position, if applicable.

Promotions:

Promotion is defined as a change in an employee's position and salary. This action can occur within the current pay range or involve a move to a different pay grade, depending on the job evaluation scores and market assessment. A promotion is typically related to increased responsibilities, authority, and expectations, is in alignment with the employee's demonstrated skills and achievements and is often related to a recruitment and selection process.

It is the Town's objective to prepare employees to pursue career advancement opportunities for its employees through training, mentoring, and coaching. When vacancies occur, every effort will be made to hire the most qualified candidate. Therefore, internal applicants may be assessed alongside external applicants. The Town will balance three (3) goals in the employment process:

1. The benefits to employees and the organization of promotion from within.
2. Providing equal employment opportunity and a diversified workforce for the community.
3. Obtaining the best possible employee who will provide the most productivity in that position.

If employees find a position of interest on the recruitment portal and meet the eligibility requirements, they may complete an online application to be considered. (Not all positions are guaranteed to be posted.) The Town reserves the right to seek applicants solely from outside sources or post positions internally and externally simultaneously.

When an employee is promoted, the employee's salary will either advance to the minimum rate of pay of the new position or to a salary that provides an increase of at least 5% over the employee's pre-promotion salary. In most cases, the new salary will not exceed the maximum rate of the new salary range. Increases that exceed the maximum of the new salary range or that exceed the above-referenced 5% increase are permissible if approved in advance by the Town Manager. The purpose of the promotional pay increase is to recognize and compensate the employee for taking on increased responsibility.

Upon being promoted, the promoted employee will serve a six (6) month Probationary Period in their new position. Probationary periods can be extended if additional time is needed for the employee to gain proficiency in the new role. Extensions should not exceed 90 days. After successful completion of the Probationary Period, the employee will return to regular employee status.

Transfers:

The Town encourages employee internal mobility to support career development, enhance organizational effectiveness, and retain institutional knowledge. A transfer refers to the reassignment of an employee from one position to another within the organization, either within the same department or across departments, without a break in service when a vacancy exists.

Types of transfers:

- Lateral - movement to a position in the same pay grade.
- Voluntary - initiated by the employee through an internal application process.
- Administrative - initiated by management to meet organizational needs.

Eligibility and Process:

- Employees must meet the position's minimum qualifications and have completed any required probationary period in their current role.
- Apply for the transfer opportunity, if promotion-related.
- All transfers are subject to approval by the receiving department head and the Human Resources department.
- Transferred employees may be subject to a new probationary or evaluation period in the new position.

The salary of an employee transferred or reassigned to a position in the same classification or to a position in a different classification with the same salary range will not be changed by the transfer/reassignment.

Career Progression:

To provide a structured framework for recognizing and developing internal talent, encouraging long-term retention, and aligning individual career goals with the town's strategic priorities. Progression refers to the movement of an employee through the various stages within a classification. Movement is based on achieving specific competencies, gaining experience, or filling vacancies. Unlike a career ladder, career progression can occur without a change in job title or pay grade but involves increased responsibilities and skill development outside the scope of the current classification.

Eligibility criteria:

- Satisfactory job performance and completion of any required probationary period.
- Meeting the minimum requirement for the classification.
- Support from the employee's current supervisor and/or department director.

Process:

- The department director may initiate career progression twice per year, effective July 1 or January 1.
- Requests must include documentation on qualifications, performance, and justification for the proposed action.
- Based on the effective date, increases associated with the change may result in a salary

increase of 2.5 percent, not exceeding ten percent.

Department Directors are responsible for communicating the eligibility and availability of these advancement tools with the staff in their Department.

5-7. Reclassification

Reclassification refers to the process of reevaluating a position's duties, responsibilities, and required qualifications and then assigning it to a new classification based on the actual duties and responsibilities. Reclassification is typically conducted due to substantial and ongoing changes in the role's duties that render the current classification inaccurate.

The Town's objective is to establish a standardized process for reclassifying positions within the agency. Reclassifications ensure that positions are accurately categorized based on duties, responsibilities, and qualifications required, supporting fairness, transparency, and organizational efficiency.

The nature of work may evolve over time due to operational needs, organizational restructuring, or technological changes. When the duties and responsibilities of a position (classification) change substantially and on an ongoing basis, the position may be reviewed, and, if appropriate, reclassified to reflect its actual functions, requirements, and responsibilities.

Eligibility Criteria:

- **Changes in Duties and Responsibilities:** A reclassification is typically triggered by significant changes in a position's tasks and responsibilities, which make the current classification outdated.
- **Evolving Qualifications:** New skills or knowledge may be required to perform the updated duties, necessitating a reclassification to align with the higher level of work.
- **Alignment with Market:** Consider aligning with the pay and class study that indicates the relevant job market and ensuring the new classification aligns with comparable positions.

Process:

Department Directors may submit requests for reclassification twice a year, in July and December. The process will include a review by human resources, an executive team review, budgetary review, and the Town Manager.

- **Request Submission to Human Resources** (Deadlines: February for July and October for January)
- **Submit required documentation:** Job Description, PAQ - reflecting current duties, Organizational Chart, and justification memo.
- The Human Resources Department reviews the submission (May include a job analysis)
- Human Resources will process and review the materials utilizing the approved evaluation criteria.
- Human Resources will meet with the Town Manager to seek authorization to move forward.
- **Notification:** Human Resources will notify the department and the employees in writing.

- Should the review result in a salary impact, salary adjustments take effect on the first check of July or January, depending on the submission date.
- Salary impacts are directly related to the evaluation criteria process, which allows the agency to ensure alignment with actual duties and account for sustainability and transparency in the process. The re-evaluation criteria process allows Human Resources to account for current market data and internal equity.

5-8. Reorganization

As part of the annual budget development process, departments may propose organizational changes, including reallocating positions, consolidating functions, creating or eliminating positions, or changing reporting structures, to improve efficiency, enhance service delivery, or address fiscal or operational constraints.

All proposed reorganizations must be submitted to Human Resources and the Budget Department for review and inclusion in the proposed budget. Proposals should include a justification for the change, anticipated impacts on service levels and staffing, and any associated budgetary implications.

Reorganization proposals will be evaluated in conjunction with the overall budget priorities and fiscal constraints. Final approval of any organizational changes shall be contingent upon recommendation by the Town Manager and approval by the Board of Commissioners, and any changes involving personnel must comply with the town's personnel policies. Additionally, minor changes are subject to Town Manager approval.

5-9. Career Ladder Advancements

It is our hope that talented employees remain with the Town of Wake Forest for the duration of their careers, advancing from entry-level roles to more senior-level roles requiring advanced knowledge, skills, and abilities. Where applicable, the Town has created formal processes, known as Career Ladders, that enable employees to progress in their chosen profession. Career Ladder advancements differ from promotional opportunities in that there is no competitive recruitment process for a career ladder advancement. As employees gain knowledge (via degree programs, certifications, classes or on-the-job training), new skills, and experience, they are able to move into roles that progressively increase in the use of professional discretion, judgment, and responsibility.

Career ladder advancement criteria are established at the departmental level with the Director working in collaboration with Human Resources.

Not all positions and roles are well-suited for career ladder progression. Department Directors and Human Resources will work together to identify and create meaningful, robust Career Ladder programs.

Each Department's Career Ladder must meet the following criteria:

1. Begin the ladder with an entry-level position.

2. A career ladder should have no more than four levels or steps.

- Level I (Entry-level Position)
- Level II
- Level III
- Senior Level

3. Pay Grades associated with each level will be based on market and/or internal equity forces. The senior-level step may not exceed the supervisory grade the position reports to. Ideally, the senior level step should be at least two grades less than the supervisory position it reports to unless otherwise determined by the market or internal equity.

4. A minimum of two years of service with the Town of Wake Forest is required to attain the third level, and at least two additional years of service will be required to attain the senior level step. Level III may follow the senior requirements if there is no senior level on the ladder. No skipping of levels is permitted.

5. Demotions are possible if the employee cannot proficiently perform the expanded duties of the higher step on the ladder, has an evaluation rating of "needs improvement," and has a performance improvement plan process that has expired. Demotions may be voluntary or involuntary and will follow the procedures outlined in this policy document.

New hires should be placed at the appropriate level on the ladder upon hiring and based on budgeted vacancies.

Career Ladder Submission Procedures:

- Career Ladder advancements become effective on either January 1st or July 1st of each year.
- Departments should submit documentation supporting an employee's career ladder advancement to Human Resources by April 30th for a July 1st effective date or November 30th for a January 1st effective date.
- The Town Manager and Human Resources must approve all Departmental Ladder Programs. Once Human Resources and the Town Manager approve, the Budget Department will review the proposal for incorporation into the Department's annual budget.
- Departments may consult with Human Resources for a review of any proposed Ladder before submission to the Town Manager for approval.
- All Career Ladder proposals must be submitted in a standard format developed by Human Resources.
- For Career Ladder advancement steps effective January 1st, an employee's annual merit increase will be applied based on their original position, then the Career Ladder advancement will be awarded as a secondary step.
- Career ladder advancements yield a 5% pay increase with each progressive step.

5-10. Demotion

Demotion is the movement of an employee from one position to a position in a class assigned to a lower Pay Grade. Demotions may also occur as a result of the redesign or restructure of a position to a lower level due to the incumbent employee's work performance. A demotion may be voluntary, the result of a performance issue, or a disciplinary action. A demotion will normally result in a change in the employee's pay within the range of the new position.

The basis for calculating the percentage decrease in pay is normally based on the number of pay grades the employee is demoted and the percentage spread between pay grades. Demotion to a lower level classification will normally result in a pay decrease not to exceed 15%.

- Demotion of one pay grade - 5% decrease
- Demotion of two pay grades - 10% decrease
- Demotion of three pay grades - 15% decrease

A voluntary demotion may occur if an employee who has no performance problems in their current position wishes to accept a position with less complex duties and/or fewer responsibilities and requests such a demotion. When an employee is voluntarily demoted to a position for which they are qualified, they will be subject to the above-mentioned decreases in pay or the maximum of the new Pay Grade, whichever is less. If an employee accepts a voluntary demotion and later applies for and receives a promotion, they remain eligible to receive a pay increase for that promotion.

A demoted employee will serve a six-month probationary period in their new position. Upon successful completion of the probationary period, the employee will return to regular employee status.

5-11. Types of Pay

Call-back and On-call Pay

The Town provides a continuous twenty-four (24) hour a day, seven-day-a-week service to its customers. Therefore, it is necessary for certain employees to respond to any reasonable request for duty at any hour of the day or night. One of the conditions of employment with the Town is the acceptance of a share of the responsibility for continuous service, in accordance with the nature of each job position. If an employee fails to respond to reasonable calls for emergency service, either special or routine, the employee shall be subject to disciplinary actions up to and including dismissal by the Town Manager.

Call-back

Non-exempt employees will be guaranteed a minimum payment of two hours wages for being called back to work outside of normal working hours. "Call-back" provisions do not apply to previously scheduled overtime work.

On-Call

Non-exempt employees required to be on "on-call" duty will be paid for eight hours of work for each week (approximately 128 hours, excluding work time) of on-call time they serve. Compensation for less than one full week shall be determined by the ratio of 0.062 hours of pay per one hour of on-call

time. Hours actually worked while on-call are calculated beginning when the employee reports to the work site and are added to the regular total of hours worked for the week. On-call time is defined as that time when an employee must remain near an established telephone and available to respond.

Payroll Deduction

Deductions shall be made from each employee's salary as required by law. Additional deductions may be made upon the request of the employee on determination by the Town Manager as to the capability of the Town's payroll system and the appropriateness of the deduction.

Hourly Rate of Pay

Employees working in a part-time or temporary capacity with the same duties as full-time employees will work at a rate in the same salary grade as the full-time employees consistent with ability.

Acting Pay

In the event an employee is called upon to work in a position that is classified at a higher pay rate than his/her current position, and provided the employee is fully trained as attested by the supervisor, then that employee will receive a 5% temporary increase. Before an employee is eligible for pay at the higher rate, the employee must be fully trained and must have worked in the higher classified position for at least ten consecutive work days (replacing another employee who is out on leave or who has left employment with the Town). All increases must be pre-approved by the Town Manager. The employee will be compensated at their regular rate for the first ten business days and the temporary increase in pay will begin on the eleventh day. An employee who is being trained to work in a higher classified position will be paid their regular rate during any applicable training periods.

Holiday Pay

If an employee works on a holiday and receives their regular pay for the hours worked, the holiday pay which is also paid is not counted in computing the regular rate for overtime. Only pay for hours actually spent on the job is used to compute the regular rate.

The exception is that during the week in which a holiday falls, an employee may receive credit for hours worked toward overtime, if unexpected or emergency situations cause them to be called back to work.

Example: The employee works as scheduled Tuesday-Friday. If the employee is called out for an emergency on Friday evening, all hours worked would be at time and a half through the end of the work week.

This exception does not apply if the employee takes annual, sick or compensatory leave during the work week.

5-12. Payroll

The Town of Wake Forest pays employees on a bi-weekly basis. There are 26 paychecks during the fiscal year. However, if you have employee benefit deductions they will be deducted out of only 24 paychecks. Employees will be paid bi-weekly for all the time worked during the past pay period.

Direct deposit stubs itemize deductions made from gross earnings. By law, the Town of Wake Forest is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs

also will differentiate between regular pay received and overtime pay received.

If there is an error in any employee's pay, the employee should bring the matter to the attention of the Human Resources and Finance Departments immediately so the Town can resolve the matter quickly and amicably.

Direct deposit is mandatory for all Town employees.

5-13. Salary Changes, Transitions, and Overtime

Transition to a New Salary Plan

The following principles shall govern the transition to a new salary plan:

- No employee shall receive a salary reduction as a result of the transition to a new salary plan.
- All employees being paid at a rate lower than the minimum rate established for their respective classes shall have their salaries raised to the new minimum for their classes.
- All employees being paid at a rate below the maximum rate established for their respective classes shall be paid at a rate listed in the salary schedule.
- All employees being paid at a rate above the maximum rate established for their respective classes shall be maintained at that salary level until such time as the employees' salary range is increased above the employees' current salary.

Effective Date of Salary Changes

Salary changes are effective the day of any promotion, demotion, January 1st or other increase or decrease as approved by the Town Manager.

Overtime Pay Provisions

Employees of the Town may be required to work overtime hours as necessitated by the needs of the Town and determined by the Department Directors.

To the extent that local government jurisdictions are so required, the Town will comply with the Fair Labor Standards Act (FLSA). The Town Manager shall determine which jobs are "non-exempt" and are therefore subject to the Act in areas such as hours of work and work periods, rates of overtime compensation and other provisions.

Non-exempt employees will be paid at a straight time rate for hours up to the FLSA established limit for their position (usually 40 hours in a 7 day period). Hours for applicable law enforcement personnel shall be based on a 28-day cycle with compensation at overtime rates beginning after 171 hours are worked in the cycle. Hours for fire suppression personnel shall be based on a 28-day cycle with compensation at overtime rates beginning after 212 hours are worked in a cycle. Hours worked beyond the FLSA established limit will be compensated at the appropriate overtime rate. In determining eligibility for overtime in a work period, only hours actually worked shall be considered; in no event will vacation, sick leave or holidays be included in the computation of hours worked for FLSA purposes.

Non-exempt employees must have advance authorization to work overtime.

Whenever practicable, departments will schedule time off on an hour-for-hour basis within the applicable work week for non-exempt employees, instead of paying overtime. When time off within the work week cannot be granted, overtime worked will be paid in accordance with the FLSA.

In emergency situations, where employees are required to work long and continuous hours, the Town Manager may approve compensation at time and one half for those hours worked and/or grant time off with pay for rest and recuperation to ensure safe working conditions.

Employees in positions determined to be "exempt" from the FLSA (as Executive, Administrative, or Professional staff) will not receive overtime for hours worked in excess of 40 hours in a workweek. These employees may be granted leave by their supervisor where the convenience of the department allows and in accordance with procedures established by the Town Manager. Such leave is not guaranteed to be taken and ends without compensation upon separation from the Town.

5-14. Performance Review

Performance Evaluation and Performance Pay Increase

Employees and/or Department Directors shall conduct Performance Evaluation conferences with each employee at least twice a year. These performance evaluations (mid-year, 1-to-1 meetings & annual evaluations) shall be documented in writing. At their annual evaluation, employees may be considered for merit increases within the established salary ranges based on the quality of their overall work performance. Merit increases are subject to budget appropriations. Procedures for determining performance levels and performance pay increases shall be published in procedures developed by the Town Manager, assisted by the Human Resources Director.

Performance Pay Premium

Employees who are at the top of the salary range for their position classification are eligible to be considered for a Performance pay premium. Performance pay premiums shall be awarded based upon the performance of the employee as described in the performance evaluation. Performance pay premiums shall be awarded in lump sum payments and do not become part of base pay.

5-15. Travel Time for Non-Exempt Employees

Overnight, Out-of-Town Trips

Non-exempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled work days (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advanced management authorization.

Out-of-Town Trips for One Day

Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: time spent traveling between the employee's home and the local railroad, bus or plane terminal; and meal periods.

Local Travel

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when the employee goes directly home from the final job site, unless it is much longer than the regular commute home from the regular worksite. In such case, the portion of the trip home in excess of the regular commute is

compensable.

Commuting Time

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a worksite near their home, but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half (1-1/2) times the regular rate.

To the extent that applicable state law provides greater benefits, state law applies.

5-16. Safe Harbor Policy for Exempt Employees

It is the Town of Wake Forest's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for the Town of Wake Forest. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- Full-day absences for personal reasons;
- Full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee has exhausted the leave allowance under the plan);
- Full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave Act absences (either full- or partial-day absences);
- To offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- The first or last week of employment in the event the employee works less than a full week; and
- Any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of

the following reasons:

- Partial day absences for personal reasons, sickness or disability;
- An absence because the Town has decided to close a facility on a scheduled work day;
- Absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- Any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact Human Resources or any other supervisor in their chain of command with whom the employee feels comfortable.

Section 6 - Recruitment and Hiring

6-1. Recruitment and Hiring Purpose Statement

The purpose of this section is to establish a clear and consistent framework for attracting, evaluating, and hiring candidates in a fair, equitable, and transparent manner. This policy aims to ensure that recruitment practices align with the organizational values, federal, state, and local legal requirements, and departmental goals. It aims to promote equal employment opportunities, prevent discrimination, and ensure that hiring selections and appointments are based on merit, qualifications, and organizational needs.

This policy also provides guidelines for a structured and objective selection process, ensuring that the best candidates are chosen for each role while fostering a positive and professional experience for applicants. Ultimately, helping the organization build a skilled and qualified workforce that supports its goals and mission.

6-2. Recruitment, Selection and Appointment

Recruitment Sources

When position vacancies occur, Department Directors, or their designees, should notify the Human Resources Department concerning the number and classification of positions to be filled. The Human Resources Department will publicize these opportunities for employment, including applicable salary information and employment qualifications. Information on job openings and hiring practices shall be provided to recruitment sources, including organizations and news media targeting minority applicants. The North Carolina Employment Security Commission will routinely be used as a recruitment source.

Job Advertisements

Employment advertisements shall contain assurances of equal employment opportunity and shall comply with Federal and State statutes.

Application for Employment

Within the applicable recruitment window, all persons expressing interest in employment with the Town will be given the opportunity to file an employment application for positions that are vacant.

Application Reserve File

Applications will be kept on file in accordance with the guidelines provided by the North Carolina Department of Cultural Resources, Division of Archives and Records.

Employment of Relatives

The employment of relatives within the same reporting structure of an organization has the potential to be a conflict of interest, creating either a real or perceived risk of favoritism. In addition to claims of partiality in treatment at work, personal conflicts risk undermining workplace productivity. Therefore, the Town prohibits hiring and employing immediate family members, as defined in this policy document, in positions within the same work division. Employees hired prior to March 1st, 2016 and currently working in a Division with an immediate family member are excluded from this provision

while actively employed and working for that Division. Employees currently excluded who transfer Divisions or terminate employment with the Town will no longer be excluded should they resume employment with that Division or with the Town in the future. The Town also prohibits the employment in any position of any person who is an immediate family member of individuals holding the following positions: Mayor, Board of Commissioners, Town Manager, Assistant Town Manager, Town Clerk, Town Attorney, Chief Financial Officer or Human Resources Director.

Otherwise, the Town will consider employing family members or related persons in the service of the Town; provided that such employment does not result in situations in which relatives directly or indirectly supervise each other in the same work unit or in the same reporting structure. In case of actual or potential problems, the Town will take prompt action, including reassignment or, if necessary, termination of employment for one or both of the individuals involved.

Selection

Department Directors, or their designees, shall conduct interviews and/or testing to accurately assess the knowledge, skills, and abilities required for the position. All selection devices administered by the Town shall be valid measures of job performance.

All tests administered by the Town will conform to all applicable legal regulations and will comply with the EEO policy outlined in this policy. These examinations may consist of medical, drug and alcohol testing, skills-based, job knowledge and/or physical strength and agility tests, depending on the position requirements. Criminal background and driver history reports will be collected by the Human Resources Department for all new hires and periodically for current employees. All selection devices administered by the Town or by persons or agencies for the Town shall be valid measures of bona fide occupational qualifications. In addition, where applicable, the Town will comply with the Federal Fair Credit Reporting Act.

Disabled applicant(s) should inform the Human Resources Director before testing begins upon becoming aware of the need for accommodation. The Town will ensure that the testing site is accessible to and reasonably accommodates those disabled applicants who provide notice to the Human Resources Director.

Offers

Before any commitment is made to an internal or external applicant, the Department Directors shall make recommendations through the Human Resources Director to the Town Manager's office. This recommendation should include the position to be filled, the salary to be paid, and the reasons for selecting the candidate over other candidates interviewed. The Town Manager, or their designee, shall approve offers of employment and starting salary.

Appointments

At the discretion of the Town Manager, a position may be filled by appointment. In these cases there will be no recruitment and selection process.

6-3. Introductory Period

Unless otherwise stipulated, a newly hired employee shall serve an Introductory Period of six (6) months. An employee who successfully completes the Introductory Period will be changed to regular employment status and receive a 5% salary increase. Introductory Periods may be extended for a maximum of three (3) additional months. An employee whose work or conduct in the current

introductory position is unsatisfactory will either be dismissed from employment or demoted for cause to an open position, provided that the employee will not be demoted unless they show promise of becoming a satisfactory employee in the lower position.

During the Introductory Period, supervisors should monitor an employee's performance and communicate with the employee concerning performance progress. Before the end of the Introductory Period, the supervisor should conduct a performance evaluation conference with the employee and discuss accomplishments, strengths, and needed improvements. A summary of this discussion should be documented in the applicable performance management repository. The supervisor shall recommend in writing whether the Introductory Period should be completed, extended, or if the employee should be transferred, demoted, or dismissed.

Disciplinary action, including demotion and dismissal, may be taken at any time during the Introductory Period of a new hire without following the steps outlined in this Policy. Completion of the Introductory Period for any position does not guarantee employment for any period or alter the at-will nature of an employee's employment.

Section 7 - Work Rules and Policies

7-1. Open Door Policy

All employees have the opportunity to express ideas and opinions to management. The Town believes that open communication is essential to a successful work environment, as well as to the Town's success. All employees may express ideas and opinions directly to Town management. Employees who would like to bring an idea or suggestion to the Town's attention, or just simply wishes to discuss an issue not covered by a separate reporting procedure, are always welcome to send an email or make a call to Human Resources.

7-2. Acceptance of Gifts and Favors

No official or employee of the Town shall solicit or accept for personal use, or for the use of others, any gift, favor, loan, gratuity, reward, promise of future employment or any other thing of monetary value that might influence or appear to influence the judgment or conduct of the employee in regards to Town business. Employees may accept occasional unsolicited courtesy gifts or favors (such as business lunches, tickets to events, or Christmas tips and baskets) so long as the gifts or favors have a market value of \$100 or less, are customary in the industry and will not influence or appear to influence the judgment or conduct of the employee in regards to Town business. Individual departments within the Town may impose further restrictions on gifts or favors for employees within their department.

7-3. Inclement Weather

Inclement Weather

Inclement weather can cause transportation problems or hazardous conditions that can vary widely. Severe weather may result in closures to school or child care facilities, even as the Town of Wake Forest remains open for regular business. Personal safety is an important consideration when evaluating the ability to commute to work during severe weather.

The Town of Wake Forest will make every effort to maintain normal work hours even during inclement weather

If an employee other than an essential employee has transportation problems due to the weather, the employee may use vacation leave or take leave without pay. Essential services must always be kept at an adequate level. Those departments and employees designated by the Town Manager at the time of the incident as essential will not be allowed to report late or leave early during the event.

Essential Employee Defined

An employee who is required to report to or remain at work during an adverse weather or emergency situation.

The following personnel are considered essential:

- Fire All Fire Suppression Personnel

- | | |
|------------------------|--|
| • Police | All Sworn Personnel and Communications Personnel |
| • Public Works | All Personnel |
| • Public Power | All Personnel |
| • Finance | Purchasing/Warehouse Representative |
| • Parks and Recreation | Maintenance Crew Personnel |
| • Public Facilities | All Personnel |

On days when weather conditions worsen as the day progresses, the Town Manager may decide to close early or open late. In such cases, a decision and an announcement will be made. Employees will be expected to remain at work until the appointed closing time, unless their workday ends prior to that time, or unless they receive permission from their Department Director to do otherwise. Failure to do so could cause the employee to face disciplinary action.

7-4. Outside/Dual Employment

Outside Employment

The Town shall have precedence over other occupational interests of employees. All outside employment for salaries, wages, or commission and all self-employment must be reported in advance to the employee's supervisor, who in turn will report it to a Department Director. The Department Director will review such employment for possible conflict of interest and then submit a record of the employment and review to the Human Resources Director. Conflicting or unreported outside employment is grounds for disciplinary action up to and including immediate dismissal.

Outside/Secondary employment shall not be permitted when it would:

- Create either directly or indirectly, an actual or perceived conflict of interest with the primary employer. Any such conflict, including the appearance of conflicting duties, loyalties or responsibilities, may result in the denial of approval for outside employment.
- Impair in any way the employee's ability to perform all expected duties, to make decisions, and carry out in an objective fashion the responsibilities of the employee's town position.
- Approval for outside/secondary employment may be withdrawn at any time if it is determined that outside/secondary employment has an adverse impact on the employee's primary role with the town.

Dual Employment

Employees are prohibited from holding full and part-time positions simultaneously with the Town.

To complete or revise an Outside Employment notice please visit:

<https://wakeforestnc.sharepoint.com/:b:/g/ER3mEln5xZ9MrZbUhEJPvgIB0vOdumF2vJgcKEJdGGu2tc>

7-5. Political Activity

Each employee has a civic responsibility to support good government by every available means and in every appropriate manner. Employees may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, may advocate and support the principles or policies of civic or political organizations in accordance with the Constitution and laws of the State of North

Carolina and in accordance with the Constitution and laws of the United States. However, no employee shall (unless part of their job responsibilities):

- Engage in any political or partisan activity while on duty or while wearing Town uniforms/apparel; or utilizing Town equipment;
- Use official authority of influence for the purpose of interfering with or affecting the result of a nomination or an election for office;
- Be required as a duty of employment or as condition for employment, promotion or tenure of office to contribute funds for political or partisan purposes;
- Coerce or compel contributions from another employee of the Town for political or partisan purposes;
- Use any supplies or equipment of the Town for political or partisan purposes;
- Be a candidate for nomination or election to office under the Town Charter;
- Attend any political or partisan events wearing Town uniforms/apparel or while driving Town vehicles

Any violation of this section shall subject the employee to disciplinary action up to and including dismissal.

Section 8 - Training and Travel

8-1. Reimbursement for Use of Personal Vehicles

The Town will reimburse employees for use of their personal vehicles for Town business when authorized by the Town Manager. The rate of reimbursement will be equal to the federal rate per mile. Mileage reimbursement requests must be submitted through the electronic approval process.

8-2. Town Business Expense Reimbursement

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the employee's Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to Finance along with the receipts in a timely manner and in accordance with Finance Policy.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their Supervisor in advance if they have any questions about whether an expense will be reimbursed.

8-3. Training & Travel

Please reference the Town's Training & Travel Policy for complete guidelines.

Section 9 - Benefits

9-1. Benefits Overview

In addition to good working conditions and competitive pay, it is the Town of Wake Forest's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs the Town of Wake Forest provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from Human Resources Department. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this policy.

Further, the Town of Wake Forest (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the Town intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact the Human Resources Department.

9-2. Eligibility

All full-time employees of the Town are eligible for Town benefit offerings after 30 days of employment; provided that such benefits are subject to change at any time at the Town's discretion. Temporary employees are eligible only for workers' compensation benefits.

9-3. Employee Assistance Program

Town of Wake Forest provides the Employee Assistance Program, which offers qualified counselors to help employees cope with personal problems they may be facing. Further details can be obtained through Human Resources.

9-4. Health & Wellness

Group Health and Hospitalization Insurance

The Town provides group health and hospitalization insurance programs for full-time employees.

Employees who are scheduled to work thirty (30) hours or more per week on a continuous year-round basis may, if they so desire, purchase available group health through the Town for themselves or for themselves and qualified dependents. A pro-rated amount of the cost of coverage paid for a full-time employee shall be paid by the Town with the remainder of the cost being paid by the employee. This pro-rated amount shall be based on regularly scheduled hours.

Information concerning cost and benefits is available to all employees through the Human Resources Department.

For employees hired before April 15, 2003: Retirees with less than fifteen (15) years of continuous service with the Town will be permitted to continue their coverage under the Town's group health and life insurance; provided that the retiree shall pay for 50% of the premium costs. For retirees with fifteen (15) or more years of continuous service with the Town, the Town shall pay for the total cost of the retiree's premium under the Town's group health and life insurance plan. Retirees will cease to be eligible for coverage at age 65 or upon eligibility for Medicare. Once a Town retiree turns 65 or becomes Medicare eligible the Town will provide a Medicare Supplement and Medicare prescription drug coverage. The cost sharing shall remain the same.

For employees hired after April 15, 2003: Retirees with less than fifteen (15) years of continuous service will be permitted to continue their coverage under the Town's group health and life insurance provided that the retiree will be responsible for paying 100% of the premium costs. Retirees with 15-19 years of continuous service with the Town will be permitted to continue their coverage under the Town's group health and life insurance provided that the retiree will be responsible for paying 50% of the premium costs. Retirees with twenty (20) or more years of continuous service with the Town will be permitted to continue their coverage under the Town's group health and life insurance, and the Town of Wake Forest will pay 100% of the premium.

Retirees will cease to be eligible for coverage at age 65 or upon eligibility for Medicare. Once a Town retiree turns 65 or becomes Medicare eligible the Town will provide a Medicare Supplement and Medicare prescription drug coverage. The cost sharing shall remain the same.

For employees hired on or after July 1, 2018: Retirees will not have access to the Town's group medical and life insurance. The Town will also no longer provide Medicare Supplements or Medicare Prescription Drug Coverage for retirees who reach the age of 65.

The Town reserves the right to cancel or suspend coverage for any employee or retiree who fails to make timely payment of their portion of premium costs.

Group Life Insurance

The Town will provide group life insurance for each employee subject to the terms and conditions of the insurance contract. Employees may elect to purchase additional coverage and/or to insure other family members under this plan at their expense at New Hire Orientation.

Other Optional Group Insurance Plans

The Town may make other group insurance plans available to employees upon authorization of the Town Manager or Board of Commissioners.

9-5. Short and Long Term Disability Benefits

Full-time employees are eligible to participate in both the Short and Long Term Disability plans, subject to all terms and conditions of the agreement between Town of Wake Forest and the insurance carrier.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. Contact the Human Resources Department for additional information.

9-6. Retirement Plan

Each employee whose duties require annual work hours of at least 1,000 hours shall become a member of the North Carolina Local Governmental Employees' Retirement System (LGERS) upon hire.

Vesting

You become vested in LGERS once you have completed a minimum of five years of creditable service. This means that you are eligible to apply for lifetime monthly retirement benefits based on the retirement formula in effect at the time of your retirement and the age and service requirements below provided you do not withdraw your contributions.

Qualifying for Benefits

General/Non-LEO:

Service Retirement (Unreduced Benefits) - You may retire with an unreduced service retirement benefit after:

- You reach age 65 and complete 5 years of creditable service, or
- You reach age 60 and complete 25 years of creditable service, or
- You complete 30 years of creditable service, at any age.

Early Retirement (Reduced Benefits) - You may retire early with a reduced retirement benefit after:

- You reach age 50 and complete 20 years of creditable service, or
- You reach age 60 and complete 5 years of creditable service.

Sworn Law Enforcement Officers:

Service Retirement (Unreduced Benefits)

You may retire with an unreduced service retirement benefit after you:

- Reach age 55 and complete five years of creditable service as an officer
- Complete 30 years of creditable service at any age

Early Retirement (Reduced Benefits)

You may retire early with a reduced retirement benefit after you:

- Reach age 50 and complete 15 years of creditable service as an officer
- Complete 25 years of creditable service at any age and complete 15 years of service as an officer (effective July 1, 2019)

Your early retirement benefit is determined by the same formula as a service retirement benefit multiplied by a reduction percentage based on your age and/or service at early retirement.

How a Benefit is Calculated - Your annual retirement benefit is based the current formula established by the State of North Carolina.

Creditable service means any period during which you contribute to the System provided you do not withdraw your contributions. Creditable service may also include unused sick leave and purchased or granted service credits.

Sick leave earned monthly under a duly adopted policy and for which you would receive full salary if you were absent from work on account of sickness, counts as creditable service. One month of credit is allowed, at no cost to you, for each 20 days of unused sick leave when you retire. One additional month is allowed for any part of 20 days left over, provided the remaining portion is at least one hour.

For additional information, please visit www.myncretirement.com.

Special Separation Allowance Policy

In order to comply with the provisions of the N.C. General Statutes, Section 143-166.42 Chapter 143 and Section 166.42 (Special Separation Allowances for Local Officers) the Town of Wake Forest has enacted the following policy providing guidance regarding payment of the special separation allowance for law enforcement officer's when an eligible officer retires from the Town of Wake Forest.

Payment to a retired officer under the provisions of N.C. General Statutes Section 143-166.42 shall cease at the first of:

- (1) The death of the officer;
- (2) The last day of the month in which the officer attains 62 years of age; or
- (3) The first day of re-employment by a local government employer in any capacity.

Notwithstanding subsection (3), above, a retired officer's employment in a public safety position with

a local government employer in a capacity not requiring participation in the Local Governmental Employees' Retirement System shall not cause payment to cease under this policy.

If the retired officer regains eligibility, the retired officer may request reinstatement of the separation allowance as long as the retired officer continues to be eligible according to the conditions set forth in this policy.

Social Security

The Town, to the extent of its lawful authority and power, has extended Social Security benefits for its eligible employees and eligible groups and classes of such employees.

Supplemental Retirement

The Town also participates in the NC Supplemental Retirement Plans which include 401(k) and 457b.

9-7. Longevity Pay

A program of longevity pay may be provided to recognize and reward the length of service of Town employees. The annual payment will be made the first payroll in December to those full-time employees who have completed the required number of years of service as of November 30 of the year the payment is made, subject to budget availability. Longevity pay shall be made in a lump sum that does not build into base pay. Payments may be made in the following amounts:

5 - 9 years	\$ 300
10 - 14 years	\$ 500
15 - 19 years	\$ 700
20+ years	\$1000

9-8. Tuition Assistance Program

Full-time employees who have successfully completed the Introductory Period may apply for tuition reimbursement using the Town's Tuition Assistance Program application for courses taken on their own time, which will improve their skills for their current job or prepare them for promotional opportunities within the Town service. Tuition, text books, registration, fees, laboratory fees, and student fees are eligible expenses. Employees may be reimbursed the first three hundred fifty dollars (\$350) of eligible expenses (one-time payment per employee - not per degree) and one-half of any remaining eligible expenses (maximum payout of \$2500 each fiscal year). Successful undergraduate course completion is a grade of "C" or better when grade letters are given. In graduate school courses a grade of "B" or better is required. "Pass" and "Satisfactory" ratings are also accepted for undergraduate and graduate courses. Requests for tuition assistance shall be submitted to the Department Director before course registration and are subject to an approval process since this is subject to budget constraints. Should an employee leave the Town's employment for reasons other than reduction-in-force, within one (1) year of being reimbursed for approved courses, the employee must repay the amount of the reimbursement.

9-9. Education Leave with Pay

A leave of absence at full or partial pay during regular working hours may be granted to an employee to take courses that will better equip the employee to perform assigned duties upon the recommendation of their Department Directors, and with the approval of the Town Manager.

Educational leave at full or partial pay for a period not to exceed twelve calendar months may be granted to an employee to take one or more courses. An employee granted such extended educational leave with pay shall agree to return to the service of the Town upon completion of training. Thus, an employee must agree to remain employed for three years following the date of reimbursement or repay the Town for the amount of the reimbursement. Employees who are reduced-in-force (laid-off) are exempt from repayment.

An employee on educational leave with full pay shall continue to accrue sick and vacation and other benefits to which Town employees are entitled. An employee on educational leave with partial pay shall earn proportional sick and vacation leave.

9-10. Holidays and Leaves of Absence

The policy of the Town is to provide annual leave, sick leave, and holiday leave to all full-time employees, and to provide proportionately equivalent amounts to employees having average work weeks of different lengths.

Holidays

The Town follows the holiday schedule provided by the State of North Carolina. This schedule remains subject to modification by the Town Manager. In order to receive a paid holiday, an employee must have worked the day before and the day after the holiday(s), or have been given approved leave. Suspension without pay is not considered approved leave.

Holidays: Effect on Other Types of Leave

Regular holidays that occur during a vacation, sick or other leave period of any employee shall not be considered as vacation, sick, or other leave.

Holidays: Compensations When Work is Required

Employees required to perform work on regularly scheduled holidays shall be paid at their hourly rate for hours actually worked in addition to any holiday pay to which they are entitled. If a holiday falls on a regularly scheduled off-duty day for shift personnel, the employee shall receive pay for the holiday hours.

- General: 40-hour work week (2080 annual hours) 8.0 hours
- Police: 42-hour work week (2184 annual hours) 12.0 hours
- Fire: 56-hour work week (2912 annual hours) 12.0 hours

9-11. Floating Holiday

A regular, full-time Town employee will receive one paid floating holiday per fiscal year in addition to vacation and sick leave and Town of Wake Forest regular holidays. This floating holiday will allow employees to have additional paid leave to cover absences for personal reasons, such as religious observances, parent-teacher conferences, or to supplement vacation, sick, or holiday leave.

The floating holiday must be taken in the fiscal year in which given. The floating holiday may not be taken in increments. Under no circumstances will floating holidays be carried over to the next fiscal year, nor may they be cashed out if not taken or paid upon termination of employment.

A floating holiday must be scheduled and approved in advance by the employee's immediate supervisor.

Note: Newly hired Introductory staff are not eligible for a floating holiday until they have successfully completed their Introductory Period.

9-12. Vacation

Vacation leave shall be used for rest and relaxation and may be used for medical appointments.

Vacation Leave: Use by Introductory Employees

Employees serving an Introductory Period may accumulate vacation leave; however, they are not be permitted to use vacation leave during the Introductory Period. However, an employee may take an unpaid leave if pre-approved by their Department Director. Employees will be allowed to take accumulated vacation leave after successfully completing their new hire introductory period.

Vacation Leave: Accrual Rate

Each full time employee of the Town shall accrue vacation leave at the following schedule, pro-rated by the average hours in the workweek:

<u>Years of Service</u>	<u>Days Accrued Per Year</u>
0 - 4	12
5 - 9	15
10 - 14	18
15 - 19	20
20+	21

Vacation Leave: Maximum Accumulation

Vacation leave may be accumulated without maximum until December 31 of each year. However, if the employee separates from service and is entitled to payment of accrued vacation leave, payment for accumulated vacation leave shall not exceed 30 days (240 hours). Effective the last payroll in the calendar year, any employee with more than 30 days (240 hours) of accumulated leave shall have the excess accumulation removed so that only 30 days (240 hours) are carried forward to the new payroll period. The excess vacation time (over 240) will all be converted to sick leave.

Employees are cautioned not to retain excess accumulated vacation leave until late in the fiscal year; due to the necessity to keep all Town functions in operation, large numbers of employees cannot be granted vacation leave at any one time. If an employee has excess leave accumulation during the last two (2) months of the year and is unable to take such leave because of staffing demands, the employee shall receive no special consideration either in having vacation leave scheduled or in receiving exception to the maximum accumulation.

Vacation Leave: Manner of Taking

Employees will be granted the use of earned vacation leave upon request at least one week in advance, in writing, at those times designated by the Department Director which will least obstruct normal operations of the Town. Supervisors are responsible for ensuring that approved vacation leave does not hinder the effectiveness of service delivery. Employees are not permitted to use leave they have not yet accrued. The town does not permit negative leave balances.

Vacation Leave: Payment upon Separation

An employee who has successfully completed the Introductory Period will be paid for accumulated vacation leave upon separation not to exceed the maximum stated above, provided notice is given to the supervisor at least two weeks in advance of the effective date of resignation. Any employee failing to give the two-week notice required by this section shall forfeit payment of accumulated leave. The notice requirement may be waived by the Town Manager when deemed to be in the best interest of the Town. If the notice requirement is waived, the employee will not be paid for any of their notice period (unless approved by the Town Manager) but will receive their accumulated vacation leave. Employees who are involuntarily separated may receive payment for accumulated vacation leave. However, any employee dismissed for misconduct shall forfeit payment of accumulated leave, unless otherwise agreed by the Town Manager.

Vacation Leave: Payment upon Death

The estate of an employee who dies while employed by the Town shall be entitled to payment of all the accumulated vacation leave credited to the employee's account not to exceed the maximum vacation payout of 240 hours.

9-13. Sick Leave

Sick leave with pay is not a right, which an employee may demand, but a privilege granted for the benefit of an employee when sick. Sick leave may be granted to an employee absent from work for any of the following reasons: illness, bodily injury, temporary physical disability, required medical or dental examinations or treatment, or exposure to a contagious disease, when continuing work might jeopardize the health of others. Sick leave may be taken only for the duration of the illness, period of contagion, duration of medical treatment or length of required medical or dental examination.

Sick leave may be used when an employee must care for a member of their immediate family who is ill but may not be used to care for healthy children when the regular caregiver is sick. For purposes of the Town's sick leave policy (and not for Family and Medical Leave) the employee's "immediate family" shall be defined as a spouse, parent, guardian, children, sister, brother, grandparents, grandchildren plus the various combinations of half, step, in-law, and adopted relationships that can be derived from those named.

Sick leave is not to be abused and will be granted with pay only when the employee:

(1) Calls their supervisor and gives proper notice;

- (2) Tells their supervisor the general nature and expected duration of the illness; and
- (3) Keeps the supervisor informed, daily if necessary, of the status of the illness.

Failure to give proper notice, keep the supervisor informed, or give an expected return date may subject the employee to discipline up to and including dismissal. An employee may not work in any capacity for the Town or any other employer at the same time while on paid sick leave. An employee absent from work for more than 60 consecutive scheduled work days because of sickness or injury shall file application for disability, early or service retirement or show evidence to the satisfaction of the Department Director that the disability will not permanently prevent the employee from performing the essential functions of their job with or without reasonable accommodation. Using sick leave under false pretenses is a serious violation of Town policy and would be grounds for dismissal.

Employees who leave Town service and who are not reinstated within five (5) years, or are dismissed by the Town for any reason other than a reduction in force, shall lose all sick leave credit. Employees who leave Town service but who are reinstated within five (5) years or who are dismissed by the Town due to a reduction in force but are reinstated within one (1) year will be re-instated with previously accrued sick leave. No employee shall be paid for any accrued sick leave, however, may be used towards credible service.

Sick Leave: Accrual Rate and Accumulation

Sick leave shall accrue at a rate of one day per month of service or twelve days per year for full-time employees, pro-rated and accumulated per pay period based on the number of hours an employee is scheduled to work per week.

Employee Type - All Employees

Work Week in Hours 40.00
Daily Equivalency 8.00
Annual Number of Days Accrued 12.00
Total Annual Hours 96.00
Hours Accrued per Pay Cycle 3.6923

All sick leave accumulated by an employee shall be forfeited without compensation when the employee resigns voluntarily or is dismissed by the Town, except as stated for employees being dismissed by the Town due to reduction in force. Sick leave will accrue for an indefinite period of time and may be converted upon retirement for service credit consistent with the provisions of the North Carolina Local Government Employees' Retirement System.

Additional Sick Time

Regular full-time Town of Wake Forest employees earn Additional Sick Leave based on their tenure of service as set out below.

Beginning at the fifteenth year of active service as a regular full-time Town employee, an employee will earn 10 days of Additional Sick Leave per month worked for the next twelve consecutive months.

Beginning at the twenty-fifth year of active service as a regular full-time Town employee, the employee shall earn 10 days of Additional Sick Leave per month worked for the next twelve consecutive months.

Sick Leave Transfer from other Organizations

An employee who has credible service in the State, County or Local Employees' Retirement System may transfer all of their sick leave balance from one Municipality, County or State Government entity in which the retirement service accumulated. The following guidelines apply:

- The employee bears the sole responsibility for requesting and obtaining certification of the prior sick leave balance from the previous agency; and
- The employee's responsibility for obtaining certification of the amount of previously accrued sick leave is not discharged until the employee receives acknowledgement of receipt of satisfactory certification from the Town's Human Resources Department.

The Town will not accept sick leave transfers when there was a break in State, County or Local government service.

Sick Leave: Medical Certification

The Town may require a doctor's certificate from any employee who is absent three (3) or more consecutive work days, after the third absence in any calendar month or whenever the supervisor observes an unexcused and suspicious "pattern of absenteeism." Such medical certification shall state the reasons for the employee's absence based on the employee's (or based on the immediate family member's illness) and the employee's capacity to resume duties. The Department Directors shall be responsible for the application of this provision to the end that:

- 1) Employees shall not be on duty when they might endanger their health or the health of other employees; and
- 2) There will be no abuse of leave privileges.

Claiming sick leave under false pretenses will result in disciplinary action up to and including dismissal.

9-14. Funeral Leave

Funeral Leave

A specific number of hours available to full-time regular employees that are not charged to sick or annual leave. The leave is provided to arrange or participate in making funeral arrangement, funeralize and handle business matters of deceased family member.

Note: Newly hired Introductory staff are not eligible for funeral leave until they have successfully completed their Introductory Period.

Family Members

For the purposes of the funeral leave policy, family members refer to: spouse, parent, child, sister, brother, grandparent, stepparent, stepchild, stepbrother/sister, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, of the employee or the employee's spouse.

Time allowed for Funeral Leave

Employees are allowed up to 40, 42 or 56 hours of paid leave per calendar year based on the workweek associated with the employee's position. This provision does not mean that you automatically receive 40, 42 or 56 hours of paid leave if it is not needed.

Procedure(s)

- A. Employees must submit a written Request for Leave to their Department Director for approval prior to taking funeral leave. In the event that a written Request for Leave cannot be completed prior to leave being taken, the employee must notify their supervisor of the death

and written documentation must be completed immediately upon the employee's return to work. Written verifications in the form of a newspaper obituary, death certificate, funeral program, or some other form acceptable to their supervisor may be required prior to crediting funeral leave.

- B. A record of funeral leave balances will be maintained via Payroll software.
- C. Funeral leave is to be used within seven (7) calendar days following the death of an employee's family member. Exceptions to this time restriction are considered "special circumstances" and may be approved, in writing, by the Department Director or their designee. The special circumstances must be documented or verified to the Department Director's satisfaction. Example: Employee experiences a death in the family. The funeral will take place out of town on the sixth (6th) day after the death. The employee must provide the Department Director with acceptable verification of the timeframe for the funeral/memorial service. The employee may be granted funeral leave which extends beyond the seven (7) calendar day limit in this policy.
- D. Funeral leave time:
 - 1. Does not have to be taken consecutively
 - 2. Is not considered compensable work time for overtime payment purposes
 - 3. Does not accumulate
 - 4. Is not paid upon termination
 - 5. Does not carry over from one fiscal year to another
 - 6. Cannot be transferred from one employee to another employee
- E. Failure to provide required verification will result in the days taken being charged to the employee's sick leave, annual leave, and compensatory leave or to leave without pay. The employee may also be subject to disciplinary action.
- F. An employee may use sick leave, annual leave, compensatory leave, or leave without pay in addition to funeral leave if the employee experiences multiple deaths in one calendar year or if additional time is needed for business matters related to the death. Prior approval must be obtained from the Department Director subject to the guidelines in this Policy.
- G. Employees other than those participating in the funeral may request annual leave or compensatory leave to attend the funeral of a co-worker or retired co-worker. Schedule adjustments are allowable subject to prior approval by the supervisor. Leave requests may be denied based on work/production needs.
- H. Employees participating (e.g. pall bearers, floral bearers, soloists, ushers, in the funerals of co-workers or retired co-workers) will be allowed sufficient time to perform those services on the day of the funeral without charge to any leave. Verification of participation will be required.
- I. An employee who misuses the funeral leave policy/procedure is subject to disciplinary action. Misuse of funeral leave is using funeral leave for something other than a family member's funeral, or business matters associated with the death of a family member.

9-15. Leave Pro-Rated

Holiday, vacation and sick leave earned by full-time employees who regularly work fewer or greater hours than the regular forty (40) hour work week shall be determined by the following formula:

- 1) The number of hours worked by such employees shall be divided by forty.
- 2) The proportion obtained in Step 1 shall be multiplied by the number of hours of leave earned annually by employees with comparable years of service who work a forty-hour (40) work week.
- 3) The number of hours in step 2 divided by 12 shall be the number of hours of leave earned monthly by the employees concerned.

9-16. Management Leave

Management Leave can be granted once per fiscal year to eligible regular full-time exempt (perform duties that are executive, administrative, or professional in nature) employees based on the Fair Labor Standards Act (FLSA) and who work beyond 40 hours in the work week in service to the Town of Wake Forest.

Management Leave may be granted in hours up to a maximum of 80 hours per fiscal year at the sole discretion of Department Directors as approved by the Town Manager. Management leave is granted in recognition of extraordinary time worked, and is intended to provide time off for recuperation. It is not granted on an hour for hour basis.

Management Leave may be granted to regular full-time exempt employees who come to work after the start of the fiscal year upon completion of their introductory period upon request by the Department Director and approval by the Town Manager.

Management Leave neither accrues nor accumulates. It will not carry over from one fiscal year to the next, is not converted to other leave, and is not paid upon separation from Town employment.

9-17. Voluntary Shared Leave Program

The Voluntary Shared Leave Program, hereinafter referred to in this section as the "Program", is designed to provide eligible employees the opportunity to assist and receive assistance from other eligible employees during periods of prolonged absences from work due to personal or family catastrophic medical conditions by donation of leave. "Family", for purpose of this Section, will be defined as spouse, children (including step children), parent (including step parents), sibling, grandparent, and grandchild of the employee.

Eligible Employees:

Eligibility to participate in the Program is limited to regular full-time benefited employees (donor and recipient) with two (2) years of consecutive Town service who have successfully completed their introductory period prior to the date of donation and/or donation request. Further, the employees (donor and recipient) must have responsibly managed earned leave during past years of service.

Sick Leave Sharing:

The Town Manager or Human Resource Director may permit a regular full-time employee to receive sick leave donations from other qualified employees if:

The employee or family member suffers from an illness, injury, impairment, or physical or mental condition, which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to:

- Go on leave without pay status; or
- Terminate Town employment; and
 - The employee's absence and the use of shared sick leave are justified; and
 - The employee has depleted or will deplete within 30 days their annual leave and sick leave reserves; and
 - The employee has abided by all personnel rules regarding sick leave use.

Procedures – Donating Leave:

The following guidelines will apply when donating leave:

- a) Donated leave may be either in the form of vacation or sick leave or a combination thereof.
- b) The minimum amount of donated leave is a full-day (8-hour) increment.
- c) Donor must maintain a balance of eighty (80) hours in leave balances at the time of donation.
- d) The maximum amount of donated leave will be no more than the amount of the individual's annual accrual rate.
- e) The donor must be in an active paid status and cannot have submitted notice of separation or retirement at the time of donation.

Procedures - Receiving Leave:

In order to qualify for Voluntary Shared Leave, an eligible employee must have complied with existing leave policies. Requests for shared leave must be submitted two (2) weeks in advance of the need for leave. The Department Director in which the prospective recipient works will be responsible for reviewing the merits for participation in the Program and making a recommendation for or against it to the Human Resources Director. Eligibility criteria are as follows:

- a) An employee has suffered a non-work related catastrophic illness or injury or the employee's family (as defined above) has suffered a catastrophic illness or injury. The catastrophic illness or injury may require prolonged hospitalization, recovery, or caregiving needs resulting in the employee's prolonged absence from work.
- b) Absence from work due to the illness or injury will exceed fourteen (14) calendar days.
- c) Must have depleted, or will deplete within 30 days, all accrued sick and vacation balances at the time of the request.
- d) The amount of shared leave will not exceed the amount of leave requested.

e) The maximum number of hours of shared leave a recipient may receive is twelve (12) weeks based on the employee's normal workweek.

f) Shared leave and Family Medical Leave (FMLA) will run concurrently.

g) The requesting employee is not receiving income from any other benefit source including, but not limited to, workers' compensation, short-term disability, etc.

h) Submitted a completed Voluntary Shared Leave Request Form to their Department Director who will process it through to the Human Resources Director.

i) Produced to Human Resources medical evidence from treating physician documenting the need for leave and the estimated length of leave time required.

j) Upon review and recommendation for approval by the Human Resources Director, request will be forwarded to Town Manager for final approval.

k) Upon approval, shared leave will be credited to the recipients sick leave balance.

l) Upon return to work or separation from the Town due to resignation, death, retirement, or termination, any remaining shared leave balances will be returned.

Medical conditions including, but not limited to, short-term, sporadic conditions or illness such as allergies, recurring medical or therapeutic treatments, pregnancy, and elective surgeries do not qualify as a covered catastrophic illness or injury.

A system of leave accountability will be maintained by the Human Resources Department which will accurately record the donation and receipt of shared leave. The system established will afford a clear and accurate record for financial and audit purposes. To request a Voluntary Shared Leave Form, contact the Human Resources Director.

Section 10 - Leaves of Absence

10-1. Civil Leave

A Town employee called for jury duty or as a court witness for the federal or state governments, or a subdivision thereof, shall receive leave with pay for such duty during the required absence without charge to accumulated leave. The employee may keep fees and travel allowances received for jury or witness duty in addition to regular compensation; except, that employees must turn over to the Town any witness fees or travel allowance awarded by that court for court appearances in connection with official duties. While on civil leave, benefits and leave shall accrue as though on regular duty.

10-2. Personal Leave

If employees are ineligible for any other Town leave of absence, Town of Wake Forest, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However, a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn vacation, personal days, or sick days. Town of Wake Forest will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to the Town in a timely manner, subject to the terms of the plan documents.

When the employees anticipate returning to work, they should notify management of the expected return date. This notification should be made at least one (1) week before the end of the leave.

Upon completion of the personal leave of absence, the Town will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the Town will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any Town-provided Short-Term Disability Leave of Absence.

10-3. Leave Without Pay

Purpose of Leave

In the sole discretion of the Town, a full or part-time employee may be granted a leave of absence without pay for a period of up to twelve months by the Town Manager. The leave shall be used for reasons of personal disability after sick, vacation and compensation time have been exhausted, sickness or disability of immediate family members, time with a new born or adopted child, continuation of education, special work that will permit the Town to benefit by the experience gained or the work performed, or for other reasons deemed justified by the Town Manager.

Leave Without Pay Procedures

Before such leave will be considered, the employee must first have exhausted any and all other forms of leave, including all paid and unpaid leave. The employee shall apply in writing to the supervisor for leave. The employee is obligated to return to duty within or at the end of the time determined appropriate by the Department Director or their designee. Upon returning to duty after being on leave without pay, the employee may return to the same position held at the time leave was granted or to one of like classification, seniority, and pay in the Town's discretion. If the employee decides not to return to work, the supervisor shall be notified immediately. Failure to report at the expiration of a leave of absence, unless an extension has been requested, shall be considered a resignation.

Effect on Benefits

An employee on unpaid leave may continue their participation in the Town's insurance or other benefit plans at the employee's expense, subject to any regulations adopted by the Board of Commissioners and the regulations of the insurance carrier.

10-4. Military Leave

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that Town of Wake Forest can maintain proper coverage while employees are away.

10-5. Military Leave and Service

Military Leave

In accordance with federal and state laws, the Town provides military leave to employees who are members of a United States Armed Forces Reserve organization or National Guard for absences to perform military duty, whether voluntary or involuntary. Absences to perform any military duty (including active duty, active duty training, inactive duty training such as scheduled drills and summer camp, full-time National Guard federal duty, fitness-for-duty examination, and funeral honors duty) are covered by this Policy, unless the employee reaches the five-year maximum of military leave as established by the Uniformed Services Employment and Reemployment Rights Act (USERRA). This Policy provides military leave to regular Town employees unless their employment is for a brief, non-recurrent period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period.

Employees should submit a request for military leave to their supervisor as soon in advance of the military duty as possible. The request should be in writing and should be accompanied by a copy of the military orders. Employees must report back to work as soon after military duty as possible, consistent with federal and state laws. If the reason for the employee's delay is not related to military duties, the employee is subject to the personnel policies and practices normally applied to employees with unexcused absences.

Employees may choose whether to use earned compensatory time, accrued vacation leave, leave without pay, or some combination thereof for these absences, and the provisions of that leave will apply.

Regular employees choosing to use military leave may claim up to ten (10) days of differential pay per calendar year provided the days are recorded as military leave and the military basic pay is less than the employee's regular Town pay. To claim differential pay, the employee must submit a copy of their military orders, pay vouchers, Leave and Earnings Statement and/or other appropriate documentation evidencing performance and compensation pertinent to the military duty.

During the period of military leave, regular employees may continue health and dental insurance coverage up to eighteen months under COBRA coverage, provided they continue to pay their share of the premiums. As with any other unpaid leave, employees do not accrue vacation leave or sick leave during the period of leave without pay. However, the balance of such accruals on the date of commencement of the military leave will remain intact until the employee's return to work.

Reinstatement Following Military Service

Employees who are separated or discharged from military service under honorable conditions and who apply for reinstatement within the established time limits are reinstated to the same position or one of like status, seniority, and pay with the Town. If, during military service, an employee is disabled to the extent that the duties of the original position cannot be performed, the employee is reinstated to a position with duties compatible with the disability, if available. The employee's salary upon reinstatement is based on the salary rate just prior to leave, plus any general salary increase(s) implemented while on leave. The addition of a performance salary increase may be considered. Employees who are eligible for military leave have all job rights specified by USERRA.

An employee's entitlement to the provisions of this section terminates upon the occurrence of any of

the following events:

- Such employee is separated from uniformed service with dishonorable or bad conduct discharge;
- Such employee is separated from uniformed service under other than honorable conditions, as characterized pursuant to regulations prescribed by the Secretary concerned;
- The Town's circumstances have so changed as to make such reemployment impossible or unreasonable; or
- Should the employee give clear written notice that they have no intention of returning to work.

10-6. Workers' Compensation

Workers' Compensation Leave

Purpose

The purpose of this policy is to establish standards and guidelines for the administration of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, as it applies to the full-time, part-time, temporary employees and paid interns of the Town. (See the Town's Workers' Compensation Administration Policy for additional information).

Coverage

All employees occupying budgeted Town positions and paid interns shall be subject to this policy. Employees working on a contracted basis for the Town shall not be covered by this policy or the Workers' Compensation Act.

Responsibility for claiming compensation under the Workers' Compensation Act is that of the injured employee, and such claims must be filed by the employee with the North Carolina Industrial Commission immediately or as soon as feasible but no later than two (2) years from date of injury.

Employees are eligible to receive benefits if they suffer an accident/occupational injury disease while carrying out activities for the benefit of the Town under the North Carolina Workers' Compensation Act. Injuries/Illnesses must arise out of and in the course and scope of the covered employment to be compensable. This program provides for payment of medical bills, physical and vocational rehabilitation and financial compensation while the worker is disabled, either temporarily or permanently, and is unable to work. It also provides for lump sum payments (in some cases) for more serious injuries, and assures death benefits and compensation to the employee's dependents in the event the injury is fatal.

Reporting

All work related injuries occurring during working hours must be immediately reported to the immediate supervisor and all appropriate forms must be submitted to the Human Resources Department within twenty-four (24) hours of the incident/injury. If the supervisor deems the incident/injury to require emergency medical attention, depending upon the severity of the nature of the injury, the employee shall be taken to the emergency room or an emergency medical response vehicle shall be called. In cases of non-emergency incidents, the employee shall report to the designated medical provider for the Town of Wake Forest. If the approved provider's offices are closed, the employee may report to the emergency room for medical attention.

Benefits

There is no compensation entitlement for the first seven (7) calendar days of disability under the North Carolina Workers' Compensation Act. Therefore, employees may choose to use their accumulated vacation or sick leave until a determination has been received from the Town's Workers' Compensation carrier that the first seven calendar days of disability have been satisfied. If the employee has exhausted their leave hours, they will immediately be placed on Workers' Comp leave without pay.

The Town allows eligible employees the option to use previously accrued leave (sick or vacation) as a supplement to the disability payments provided by workers' compensation. This optional supplement can only be used to cover payroll deductions such as medical, dental, and vision insurance. At no time shall the combination of accrued leave and the weekly workers' compensation payment exceed the employee's normal net (after tax) compensation. The Finance Department is responsible for calculating the amount of leave needed to cover employee deductions and taxes. Human Resources shall be provided documentation of the use of supplemental accrued leave. Supplemental leave is subject to withholdings such as State and Federal Income Taxes, Social Security, and Medicare. Notification of the desire to take sick leave should be submitted to the employee's supervisor as soon as reasonably possible.

After a determination has been made and received from the Town's Workers' Compensation carrier that the first seven days of disability have been satisfied by the employee, the employee will be placed on Workers' Compensation leave without pay and receive only benefits as provided by the North Carolina Workers' Compensation Act. If the disability continues more than twenty-one (21) calendar days, the employee is entitled to compensation from the Workers' Compensation carrier for the first seven (7) days. When an employee is placed on Workers' Comp leave without pay, the employee will cease to earn vacation/sick leave credits for any week in which they are on leave without pay. In addition, employer/employee contributions to the NC Retirement System will not be reported when on unpaid leave status, nor will the employee receive retirement service credit. Contributions to 401(k) will cease while an employee is on unpaid leave status. All group insurance benefits applicable to an employee shall remain in effect while an employee is on leave without pay status. However, the employee is still responsible for making their portion of the premium payments while out on Workers' Compensation leave. Any salary increase that the employee would have normally received had they not been on unpaid leave, will be given in the first available pay period at the time the employee returns to work, without any retroactive benefit.

Return to Work Policy

Before an employee may return to work at full duty or light duty, the employee must provide a physician's note to their supervisor certifying that the employee is fit to return to work, and what, if any, work restrictions are in place. If the employee retains some temporary disability, a reasonable accommodation will be provided to the extent such an accommodation will permit the employee to perform the essential functions of their job. Only when the disability cannot be reasonably accommodated in the original position should an employee be transferred to a different role. When the employee reaches maximum medical improvement, the Town shall attempt to reinstate the employee to their original position or comparable position held prior to Workers' Compensation leave, or a position deemed suitable to fit medical restrictions. Reasonable accommodations will be attempted by the Town in order to comply with the Americans with Disabilities Act. If an employee who has been on Workers' Compensation leave is released to return to full duty by their physician, and refuses suitable employment in keeping with their capacity, the Town has the right to determine appropriate separation procedures. Departments will be allowed to fill positions temporarily if the employee is unable to return to work after 30 days. The Town will try to accommodate the employee 71

to the point where it does not jeopardize the Town's operations. However, if in the Town's determination it is critical for the position to be filled; appropriate action may be taken to fill the position.

10-7. Family and Medical Leave

The Leave Policy

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact the FMLA Coordinator.

Eligibility

FMLA leave is available to "eligible employees." To be an "eligible employee," the employee must: 1) have been employed by the Town for at least 12 months (which need not be consecutive); 2) have been employed by the Town for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

Entitlements

As described below, the FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. Basic FMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date the employee uses their family and medical leave. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents employees from performing the functions of their job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than

three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

C. Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Qualifying exigency leave also may be taken on an intermittent basis.

D. No Work While on Leave

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate dismissal, to the extent permitted by law.

E. Protection of Group Health Insurance Benefits

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Town substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Town will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

G. Notice of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Town telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) Town's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Town may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Town's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Town and employee can mutually agree that leave be retroactively designated as FMLA leave.

A. Provide Notice of the Need for Leave

Employees who take FMLA leave must timely notify the Town of their need for FMLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA leave protections, employees must inform the FMLA Coordinator and/or their supervisor of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Town to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Town's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Town has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Town notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the Town and make a reasonable effort to schedule treatment so as not to unduly disrupt the Town's operations, subject to the approval of the employee's health care provider. Employees must consult with the Town prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Town and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Town may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Town may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Town of the reason why such leave is medically necessary. In such instances, the Town and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Town's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Town with timely, complete and sufficient medical certifications. Whenever the Town requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Town's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The Town will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Town will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Town (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the Town with authorization allowing it to clarify or authenticate certifications with health care providers, the Town may deny FMLA leave if certifications are unclear.

Whenever the Town deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Town has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Town's expense. If the opinions of the initial and second health care providers differ, the Town may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Town and the employee.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, the Town may require employees to provide recertification of medical conditions giving rise to the need for leave. The Town will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Town with medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Town may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Town may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Town may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Town may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA Leave

Employees must use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with the employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon written request, the Town will allow employees to use accrued paid time to supplement any paid disability benefits.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Town notifies employees of other arrangements, whenever employees are receiving pay from the Town during FMLA leave, the Town will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Town upon leave.

The Town's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the Town will send a letter notifying the employees that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Town for the cost of the premiums the Town paid for maintaining coverage during their unpaid FMLA leave.

Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA policy, please contact the FMLA Coordinator. The Town is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the FMLA Coordinator immediately. The Town will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

Coordination of FMLA Leave with Other Leave Policies

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Town's other leave policies in this handbook or contact the FMLA Coordinator.

10-8. Paid Parental Leave

A regular full-time employee who has been employed with the Town of Wake Forest for at least 12 months and who is eligible for Family Medical Leave (FMLA) may request paid parental leave. Paid parental leave must be used within 12 months of the date of the qualifying event.

Qualifying events include:

- Birth of a child of the employee;
- The legal placement of a child with the employee for adoption, foster care or guardianship; or
- The placement of a child with the employee for whom the employee permanently assumes and discharges parental responsibilities (in loco parentis).

The amount of paid parental leave for any one person shall not exceed six (6) weeks in a rolling 12-month period. If both parents are employed by the Town of Wake Forest and have one qualifying event, each parent is eligible for the six (6) weeks of paid parental leave, either consecutively or intermittently. Paid parental leave shall run concurrently with FMLA. After paid parental leave has been exhausted, employees shall use other appropriate forms of accrued leave before requesting leave without pay.

A non-exempt employee who fails to remain in an active status for a minimum of six (6) months after returning from paid parental leave will be required to reimburse the Town for any paid parental leave received. The value of the paid parental leave received will be deducted from the employee's final paycheck, including any annual leave to be paid out.

10-9. Paid Eldercare Leave

Paid Elder Care Leave

A regular full-time employee who has been employed with the Town of Wake Forest for at least 12 months and who is eligible for Family Medical Leave (FMLA) may request paid elder care leave. Paid elder care leave must be used within twelve (12) months of the date of the qualifying event.

A qualifying event includes the care of a parent, grandparent or legal guardian.

The amount of paid elder care leave for any one person shall not exceed six (6) weeks in a rolling 12-month period. If the qualifying event requirements are met the employee is eligible for the six (6) weeks of paid elder care leave, either consecutively or intermittently. Paid elder care leave shall run concurrently with FMLA. After paid elder care leave has been exhausted, employees shall use other appropriate forms of accrued leave before requesting leave without pay.

A non-exempt employee who fails to remain in an active status for a minimum of six (6) months after returning from paid elder care leave will be required to reimburse the Town for any paid elder care

leave received. The value of the paid elder care leave received will be deducted from the employee's final paycheck, including any annual leave to be paid out.

10-10. Volunteer Leave/Community Service Leave

Full time employees who have at least one (1) year of service with the Town, may use up to four (4) hours per fiscal year to volunteer for service in the schools or in community programs. The hours of paid Town time will be given **in addition to** reasonable travel time to and from the school or the community program site with prior approval.

Section 11 - Technology & Social Media

11-1. Technology Resources Policy

Please reference the Town's Computer Use policy for complete guidelines.

11-2. Personal and Company-Provided Portable Communication Devices

Town of Wake Forest-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through the Town's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Town-provided or personal device, employees must comply with applicable Town guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Town-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If employees who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Town information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Town information. This is the only way currently possible to ensure that all Town information is removed from the device at the time of termination. The removal of Town information is crucial to ensure compliance with the Town's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a Town-issued device, the Town's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Portable Communication Device Use While Driving

Employees who drive on Town business must abide by all state or local laws prohibiting or limiting

PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while driving, and permitted by law, employees must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

11-3. Use of Social Media

Town of Wake Forest respects the right of any employee to maintain a blog or web page or to participate in social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Town interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with Town equipment or property, unless job related and approved by a Supervisor. Equipment or property also includes uniforms, hats, etc. that have the Town logo or provide any inference to the Town.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether the employees are posting something on their own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions the Town and also expresses either a political opinion or an opinion regarding the Town's actions that could pose an actual or potential conflict of interest with the Town, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is their personal opinion and not the Town's position. This is necessary to preserve the Town's good will in the community.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. Town policies apply equally to employee social media usage.

Town of Wake Forest encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions

should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including dismissal.

11-4. Publicity/Statements to the Media

All media inquiries regarding the position of the Town as to any issues must be referred to the Director of Communications and Public Affairs. Only the Town Manager and the Director of Communications and Public Affairs, or designee, is authorized to make or approve public statements on behalf of the Town. No employees, unless specifically designated by the Town Manager or the Director of Communications and Public Affairs, are authorized to make those statements on behalf of Town. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Town must first obtain approval from the Director of Communications and Public Affairs.

Section 12 - Disciplinary Actions and Grievance Procedures

12-1. Purpose

The purpose of this section is to ensure that all employees follow the necessary rules, regulations, policies and guidelines applicable to their job performance and behavior as they work to serve the Wake Forest Community. It is the Town's intent to protect the rights and safety of all Town employees and to provide uniform working guidelines to assure equitable and business like behavior and performance that effectively serves the community.

12-2. Policy

Each situation is unique and the Town reserves the right to treat violations of its rules, regulations, policies, guideline or other performance expectations on an individual basis without creating a binding precedent for other cases which may arise in the future. Examples set forth in this policy are intended to serve as guidelines and are not all inclusive.

This policy sets forth a minimum range of penalties which might apply for specific offenses; however, a more severe penalty may be issued other than the one described in this policy.

The Town utilizes a progressive disciplinary policy for performance issues. It also reserves the right to determine the level of discipline for conduct issues without use of progressive disciplinary principles. Introductory and part-time temporary employees are not subject to progressive discipline and cannot grieve disciplinary actions.

Department Directors, or designee, are responsible for all disciplinary actions taken in their departments. Timely investigation and resolution of issues is expected and required.

Reduction in force, performance evaluations, substance abuse policy violations, verbal and written reprimands, working hours and pay cannot be grieved.

12-3. Progressive Disciplinary Steps to Address Performance Issue

Performance problems will be addressed as follows:

- **Step 1 - Verbal reprimand**
- **Step 2 - Written reprimand**
- **Step 3 - Suspension and/or demotion:** This level is not required. If the performance is determined to be serious, termination may result.
- **Step 4 - Termination:** A pre-disciplinary conference is required prior to issuing suspensions, demotions, or terminations in most cases.

12-4. Disciplinary Steps to Address Conduct Issues

1. Discipline for misconduct will be based on the specific conduct that occurred;
2. Conduct issues are considered serious and discipline may begin at any disciplinary step
3. In those instances where the conduct in question may include violations of criminal law, or subject the Town, as an employer, to some risk of liability, the Town may take immediate action based on the findings of an administrative investigation.

12-5. Town Manager's Authority

The Town Manager may determine the specific level of discipline for Department Directors and Assistant Town Managers.

12-6. Disciplinary Action Procedures

Investigations - When a supervisor becomes aware of a situation that may involve disciplinary action, the investigation must begin immediately. Investigative procedures may include but are not limited to the following:

Determine and document pertinent facts by interviewing employees and other parties involved.

Consult pertinent rules, standards, policies and procedures.

Examine results of the relevant performance issue or alleged behavior.

Consult with the Police Department if criminal activity is suspected.

Conclude the investigation and document investigation findings as soon as possible.

Disciplinary action based on the results of an investigation must occur within ten (10) calendar days following the end of the investigation. The Town Manager must be notified if any investigation is expected to extend beyond 30 days or if additional assistance is required.

Pre-Disciplinary Conference

The issue requiring disciplinary action and the recommended disciplinary action will be recorded on an Employee Notice Form.

During the conference, the supervisor will state the actions or issues that have resulted and their recommended disciplinary action. The employee will be provided with an opportunity to provide any additional, factual information they believe their supervisor may not be aware of. After the employee has provided their version of the facts surrounding the accusation/s, the supervisor and Human Resources staff person may meet if needed. If no additional discussion is warranted, the supervisor will deliver their recommended disciplinary decision.

If a suspension is imposed the date and duration of the suspension will be indicated on the Employee Notice Form. The Department Director must be notified and sign off on any suspension action prior to the date that such an action is taken. The employee must be given an Employee Notice Form which must be copied to the Human Resources Director, or designee, for the personnel file.

At the conclusion of the conference, the supervisor will prepare summary notes of the meeting. The supervisor's documentation of the conference must include, at a minimum, a summary of the proceedings, the date, time and location of the conference, persons in attendance, a description of any documentation presented and a summary of statements made by the employee.

Steps in the Pre-Disciplinary Conference are as follows:

1. The conference shall include the employee, their supervisor and a Human Resources support person at a minimum;
2. The conference may include one individual of the employee's choice (*support person). The Department Director may also be present;
3. The supervisor will explain the recommended disciplinary action ;
4. The employee will be given an opportunity to provide information related to the issue that they believe is relevant to the situation;
5. The supervisor will make the final disciplinary recommendation only after considering information presented by the employee. Typically, this decision is made during the same pre-disciplinary conference.
6. At the conclusion of the the pre-disciplinary conference, the employee's supervisor will document the conference in the form of supervisory notes. All documentation of the conference will be forwarded to the Human Resources Department.

If the Department Director, or designee, did not participate in the pre-disciplinary conference prior to an employee's demotion, suspension or termination, and the employee wishes to grieve the disciplinary action, the employee's first appeal is to the Department Director for a complete review of the allegations.

A Department Director may suspend an employee immediately by placing an employee on administrative leave with pay if the person poses a danger to citizens, patrons, co-workers or others with whom they may come into contact, or if the employee is disrupting Town operations. The Department Director shall notify Town Administration and Human Resources of any immediate suspension of an employee on the date that such an action is taken. The Department Director shall provide written confirmation to the employee of the reasons for the immediate suspension within 10 calendar days of taking such an action. The employee may submit a written statement within 10 calendar days of receiving the confirmation, which shall be appended to the copy of the confirmation of suspension in the personnel file. All written statements related to an immediate suspension shall be copied to the Human Resources Director and shall be made a part of the employee's personnel file.

Process and Documentation - Supervisors should consult with departmental leadership and the Human Resources Department concerning pending disciplinary action. Disciplinary action steps must be conducted in compliance with the time frames described and contained in the disciplinary sections of this policy. Employee copies must be hand-delivered or sent by certified mail to the employee's address of record.

Action Entry - Suspension, demotion and termination actions must be prepared immediately upon notification of the effective date of the action so that pay can be deducted appropriately. The Human Resources Department must notify payroll of any termination as soon as it is known.

12-7. Grievances

The personnel actions for which a grievance can be filed are suspensions, demotions and terminations. Reduction in force, performance evaluations, substance abuse policy violations, verbal and written reprimands, working hours and pay cannot be grieved. If the employee's Department Director did not participate in the pre-disciplinary conference or otherwise process the personnel action, the employee must first obtain complete review by the Department Director of the allegations and file documentation on the issue before the action can be appealed to the Town Manager. The employee must request this action review within seven (7) calendar days after the personnel action is taken. The employee must complete and submit a Department Director Appeal Form to the Department Director. The Department Director, or designee, must notify the employee within ten (10) calendar days of receipt of the form of the outcome of the appeal review. A copy of the form must be sent to the Human Resources Department for the personnel file.

Grievance Procedures

In order to grieve a personnel action, an employee must provide written notice of the desire to grieve to the Human Resources Director, or designee, within ten (10) calendar days after the personnel action is taken or in the case of a personnel action requiring pre-grievance review by the Department Director within 10 calendar days after the Department Director communicates to the employee that the action is affirmed. The written notice of appeal must be submitted to the Human Resources Department. The Human Resources Director will notify the department of receipt of the notice of appeal.

The grievance hearing must occur within 30 calendar days following the notice of appeal. If the grievance hearing is not heard within that time period, the employee may be deemed to have abandoned the appeal of the disciplinary action and the underlying disciplinary action taken by the department may be conclusively upheld. Exceptions to time limitations in this provision will be considered by the Town Manager on case-by-case basis.

- Each grievance hearing shall be heard by the Town Manager.
- The Human Resources Director, or designee, will coordinate the hearing.
- The Town Manager will hear statements and evidence from the employee and the department and will make a determination to uphold the department's action or to overturn the department's action and/or determine a different disciplinary action within five (5) business days of the hearing.
- In lieu of an in-person hearing, the grievant may allow their written statement to serve as their full and complete response.
- The Town Manager will prepare a letter of determination for the employee.

Other

No employee will be retaliated against for use of the grievance/appeal process or for deciding to participate as a witness, support person or representative for another employee in any pre-disciplinary conference or grievance hearing.

The Town Manager is the final authority with regard to the grievance process. The Town Manager's decision is the final administrative decision for the organization.

Guidelines for Grievance Hearings

All forms must be completed, signed and submitted in accordance with the policy timeframes.

Hearings shall be conducted as follows:

1. Direct evidence and testimony will be given greater weight than hearsay.
2. The decision will be based on the greater weight of evidence.
3. Personalized accusations, attacks or innuendoes are forbidden.
4. Use of profanity is forbidden. Any attempt to use such tactics shall be overruled by the Town Manager.
5. The Town Manager will ensure that both sides have the opportunity to present evidences.
6. The Town Manager will be impartial and unbiased in considering evidence and rendering a decision.
7. The Town Manager can ask questions at any time during the hearing, especially if it will aid in the clarity of issues or in the resolution of the grievance.
8. Witnesses, grievant and departmental representatives shall maintain a respectful decorum throughout the proceedings and shall refrain from interrupting any witness or presenter who is speaking.
9. The employee's support person may not participate in the hearing except to talk directly to the employee in a manner that does not disrupt the hearing. The employee's representative may speak on behalf of the employee during the hearing.
10. The employee may use the operation of public records laws fully subject to the limitations imposed on that law by the Personnel Privacy Act, N.C.G.S 160A-168.
11. The Town Manager has the authority to terminate the hearing and to expel individuals if the hearing guidelines are not being followed.

Additional Guidelines: Hearings will be conducted in neutral settings, such as conference rooms, whenever possible.

Participants: Hearing participants shall include:

1. the employee, the supervisor, the Department Director (or designee),
2. the Town Manager (or designee), the Human Resources Director (or designee),
3. a support person for the employee if the employee chooses (this may be a friend, relative or another Town employee) OR a representative for the employee if the employee chooses.

The employee may have an attorney as the representative or support person though this is not required. The employee may not however have both an attorney and a support person present. Attorney fees are the sole responsibility of the employee.

Employees may ask procedural policy questions of the Town Manager and the Human Resources Director. A list of names of witnesses for both sides must be submitted to the Human Resources Director at least three (3) calendar days before the scheduled date of the hearing.

Witnesses must be available to come into the hearing to present their testimony and to answer questions only. A place must be designated where witnesses can wait. Witnesses are dismissed after giving testimony and questioning is completed.

Witnesses who are Town employees will be notified by the party requesting their testimony.

Witnesses will be given paid time off work to testify. Town employees are not required to participate. Participation is voluntary.

It is the responsibility of the individual who selects a witness to contact the witness with the appropriate information.

The Human Resources Director (or designee) may raise questions to clarify the issues of the record and may be asked questions regarding policies. The Human Resources Director is not an advocate for either side. The Human Resources Director is a neutral information source.

Documentation

Both sides are required to bring documentation that is relevant to the issues involved in the case. A copy of the documentation for the opposing side should be supplied when it is introduced at the grievance hearing. Irrelevant documentation will be disallowed by the Town Manager. All documents become permanent parts of the record and must be forwarded to the Human Resources Director with the Town Manager's recommendation(s).

Accommodations

The Town shall make appropriate arrangements to assure that individuals with disabilities can participate in the grievance process on the same basis as those without disabilities. Notification of the accommodation needed must be submitted at least three (3) calendar days in advance of the scheduled hearing date to Human Resources. For individuals who may need assistance with English three calendar day advance notice is also required.

Timeframes

All timeframes specified herein must be observed. Each side may cancel the hearing one time as a matter of right with three (3) calendar days notice. Neither side shall delay the scheduling of the hearing. Regardless of cancellations or rescheduling, a hearing must be heard within 30 days following the written appeal notice or the grievant will be deemed to have abandoned the appeal of the disciplinary action and the underlying disciplinary action taken by the department will be conclusively upheld.

Failure to Appear

If the grievant fails to appear, the personnel action which is grieved will remain and the grievance hearing will not be rescheduled.

Minimum Disciplinary Guidelines*			
INFRACTION	First Offense	Second Offense	Third Offense
Engaging in horseplay, distracting others, disorderly conduct	Written reprimand	3 day suspension	Termination
Sleeping during active on duty working hours; neglecting job duties	Written reprimand	5 day suspension	Termination
Failure to complete job duties; poor job performance	Verbal reprimand	Written reprimand	5 day suspension

Threatening, intimidating, coercing employees, supervisors, others in the workplace, using abusive language	3 day suspension	Termination	
Misuse of Town resources (including technology), intentional damage or destruction of public property, equipment or the equipment and property of a Town employee	5 day suspension	Termination	
Possession of a concealed weapon while in a Town facility unless authorized based on an individual's job (excludes parking lots)	Termination		
Leaving assigned work area while on duty without authority	Written reprimand	3 day suspension	Termination
Refusal to perform work assigned or to comply with written or verbal instructions	Written reprimand	5 day suspension	Termination
Immoral, illegal or improper conduct on or off the job which would affect the employees' ability to do the job or that would bring discredit on the Town.	5 days suspension	Termination	
Violation of safety rules	Verbal reprimand or Written reprimand	2 days suspension	Termination
At fault accident	Verbal reprimand or Written reprimand	3 days suspension	Termination
Failure to report suspension or revocation of drivers' license where driving is required by the job	Termination		
Violation of the Substance Abuse Policy including positive test, breathalyzer result above the authorized limit, failure to report prescription drug use that may impact job performance, possession of drug paraphernalia	Termination		
Absence without authorized leave or permission for less than 3 workdays (3 days or more = resignation)	3 days suspension	5 days suspension	Termination
Falsification of Town records	5 Days suspension	Termination	

Theft or removal from Town locations without proper authority any Town property or property belonging to another employee	5 days suspension or Termination	Termination	
Use of bribery, political pressure or use of Town position to secure appointment or advantages.	Termination		
Using Town property, equipment, supplies or personnel for personal gain.	Termination		
Engaging in any acts of sexual or other prohibited harassment	5 days suspension	Termination	
Fighting, provoking or participating in a fight.	Termination		
*Examples – not inclusive. Discipline will be determined on a case by case basis. Determination of discipline does not set a precedent.			

Section 13 - Ethics & Confidentiality

13-1. Ethics Purpose Statement

The Town's Code of Ethics seeks to ensure that governmental decisions are made in the public's best interest by prohibiting town officials and employees from participating in matters that affect their personal or financial interests or reflect poorly on the town. By following the standards established by policy, employees help the town gain the complete trust of its residents as a government entity that conducts itself openly, honestly, and fairly.

13-2. Expectation of Ethical Conduct

The proper operation of the Town of Wake Forest requires that public officials and employees be independent, impartial, and responsible to the people; that governmental decisions and policy are made in the proper channels of the governmental structure; that public office is not used for personal gain; and that the public have confidence in the integrity of its government. As stewards of public resources and holders of the public trust, Town employees are expected to uphold the highest standards of ethical conduct while fulfilling their job duties and responsibilities.

The Town of Wake Forest will comply with all applicable laws and regulations. All employees are to conduct town business in a professional manner and in accordance and intent of all relevant laws and to refrain from any dishonest or unethical conduct. Should a situation arise where it is difficult to determine the proper course of action, the employee should seek advice and consultation from a supervisor, and, if necessary, the Human Resources Department. Compliance with this policy is the responsibility of every town employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination.

Section 14 - Separation from Employment

14-1. Separation and Reinstatement

Types of Separations

All separations of employees from positions in the service of the Town shall be designated as one of the following types and shall be accomplished in the manner indicated: Resignation, reduction in force, disability, voluntary retirement, dismissal, or death.

Resignation

An employee may resign by submitting the reasons for resignation and the effective date in writing to the immediate supervisor as far in advance as possible. In all instances, the minimum notice requirement is two (2) weeks. For the Town Clerk Assistant Town Manager(s) and other Department Directors, thirty (30) days' notice is requested. Failure to provide minimum notice shall result in forfeit of payment for accumulated vacation leave unless the notice is waived upon recommendation of the Department Director and approval by the Town Manager.

Three (3) consecutive days of absence without contacting the immediate supervisor or Department Director may be considered to be a voluntary resignation. Sick leave will only be approved during the final two (2) weeks of a notice with a physician's certification or comparable documentation.

Reduction in Force

In the event that a reduction in force becomes necessary, consideration shall be given to the quality of each employee's performance, organizational needs, and seniority in determining those employees to be retained. Employees who are separated because of a reduction in force shall be given at least two (2) weeks notice of the anticipated action. No regular employee shall be separated while there are temporary or introductory employees serving in the same class in the department, unless the regular employee is not willing to transfer to the position held by the temporary or introductory employee.

Disability

An employee may be separated for disability. Disability means any physical or mental condition that prevents the employee from performing the essential functions of their position, with or without a reasonable accommodation. Before an employee is separated for disability, if reasonable accommodations cannot be made, a reasonable effort shall be made to locate alternative positions within the Town's service for which the employee may be suited. The Town is committed to complying with all applicable provisions of the Americans with Disabilities Act of 1990, as amended ("ADAA").

Voluntary Retirement

An employee who meets the conditions set forth under the provision of the North Carolina Local Government Employees' Retirement System may elect to retire and receive all benefits earned under the retirement plan.

Death

Separation shall be effective as of the date of death. All compensation due shall be paid to the estate of the employee.

Dismissal

An employee may be dismissed in accordance with the provisions and procedures of the disciplinary and grievance policy.

Reinstatement

An employee who is separated because of reduction in force may be reinstated within one year of the date of separation, upon recommendation of the Department Director, through the Human Resources Director, and upon approval of the Town Manager. An employee who is reinstated in this manner shall be re-credited with their previously accrued sick leave.

Rehiring

An employee who resigns while in good standing may be rehired after six (6) months with the approval of the Town Manager, and shall be regarded as a new employee, subject to all of the provisions of rules and regulations of this Policy. However, the employee shall be credited with their previously accrued sick leave if they are rehired within five years. An employee in good standing who is separated due to a reduction in force shall be given the first opportunity to be rehired in the same or a similar position.

14-2. If You Must Leave Us

Should the employees decide to leave the Town, we ask that they provide a Supervisor with at least two (2) weeks advance notice of departure. All Town property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. Employees also must return all of the Town's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay the Town (through payroll deduction, if lawful) for any lost or damaged Town property. As noted previously, all employees are employed at-will and nothing in this policy changes that status.

14-3. Exit Interviews

Employees who resign or who are dismissed are requested to complete a confidential, electronic survey about their time here prior to their last day. An exit interview will be held with the departmental the Human Resources Representative and/or Human Resources Support staff, if possible, to review benefits and collect outstanding equipment.

14-4. Unemployment Compensation

In accordance with the Federal Unemployment Tax Act, and subsequent amendments, local governments are covered by unemployment insurance. Town employees who are dismissed due to a reduction in force or released from Town service may apply for benefits through the local Employment Security Commission office, where a determination of eligibility will be made.

Section 15 - Amendment & Review

15-1. Definitions

For the purposes of this Policy, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Allocated Position: An allocated position is authorized as a regular position by the Board of Commissioners. Regular allocated positions are assigned a specific job title, pay grade, duties, and minimum qualifications. Allocated positions are filled through a competitive selection process. All Town positions are subject to budget review and approval each year by the Board of Commissioners.

Assignment of Classes to Grades (Classification Plan): A listing by pay grade of all the approved minimum, midpoint, and maximum salary ranges authorized by the Board of Commissioners for various position classifications.

Class: A group of positions assigned to the same salary range due to having similar duties, responsibilities and qualifications.

Coaching and counseling - Periodic coaching and counseling by a supervisor is an integral part of the Town's performance management system. An employee may receive coaching and counseling for performance and/or behavior concerns. Coaching and counseling should clearly convey the performance and behavioral changes expected.

Confidential information - includes, but is not limited to, Town-related, secure or proprietary information and material, whether written or verbal, or contained on computer hardware or software, disk, tape, microfiche or other media, and all copies, notes or other reproductions or replicas thereof.

Continuous Service: Years of regular service with the Town without separation or rehire of employment. An employee who is a member of the military will have continuous service with the Town in accordance with the Uniformed Services Employment and Re-Employment Rights Act (USERRA).

Demotion: The reassignment of an employee to a position or classification having a lower salary range than the position from which the reassignment is made.

Department Director - The individual who is responsible for oversight and control of a department. Department Directors may delegate responsibilities to department staff members.

Dismissal - Occurs when an employee is terminated or laid-off from the job.

Documented verbal reprimand- A documented, verbal reprimand is part of the progressive disciplinary process. Documented verbal reprimands are appropriate when there has been no change or insufficient change in behavior and/or performance after coaching/counseling. Documentation of an oral reprimand should be recorded on the electronic Employee Notice Form (ENF).

Employee:

- **Exempt Employee** - Employees in positions determined to be exempt from the Fair Labor

Standards Act (as Executive, Administrative, or Professional staff) will not receive overtime pay for hours worked in excess of their pre-determined calculation period.

- **Full-Time Employee** - An employee who is in a position for which an average work week equals at least 30 hours and budgeted for twelve (12) months.
- **Introductory Employee** - A newly hired, full-time employee who has not yet successfully completed the first six months of hire, or who has had their introductory period extended. During this time, a new employee's performance, attendance, and overall suitability for the position are evaluated. During this time, the employee or the agency may terminate employment without advance notice. Completion of the introductory period does not guarantee continued employment and does not alter the at-will nature of the employment relationship.
- **Non-Exempt Employee** - All employees who are not Exempt employees are non-exempt employees and will receive overtime pay for hours worked in excess of their predetermined calculation period in accordance with the Fair Labor Standards Act (FLSA).
- **Part-Time Employee** - An employee who is in a position for which an average workweek is less than 30 hours and who works less than 1,000 hours in a twelve (12) month period.
- **Probationary Employee** - A regular employee who has been promoted, demoted or assigned to a new position and is being evaluated to determine their ongoing suitability for the role.
- **Regular Employee** - An employee assigned to a full-time allocated position who has successfully completed the designated introductory period.
- **Seasonal Employee** - An employee in a position scheduled to work in a seasonal capacity of less than six (6) continuous months and less than 1,000 hours in a twelve (12) month period.
- **Temporary Employee** - An employee who is in a position scheduled to work less than 1,000 hours per year in an on-call, as needed, or otherwise variable work schedule. Temporary status may also be applied to employees whose jobs are budgeted for short durations or paid by funds that have limited availability.
- **Trainee** - An employee who is hired, promoted, demoted or transferred who does not meet the minimum requirements of the position. An employee identified as a trainee may be, dismissed, demoted, or suspended should they fail to meet performance or conduct standards.

Failure to Notify - If an employee is absent for three (3) consecutive workdays without contacting their supervisor, unless there are extenuating, verifiable circumstances, this is considered a resignation without notice. No pre-disciplinary conference is required. Neither the supervisor nor the Department bears any burden for locating any employee who has failed to call in.

Fair Labor Standards Act (FLSA): A United States law enacted in 1938 which sets out various labor regulations including, but not limited to, interstate commerce employment, minimum wages, requirements for overtime pay, and limitations on child labor.

Grievance: An appeal by an employee of a personnel action that involves suspension, demotion or termination of employment.

Hiring Rate: The hourly rate paid to an employee when hired with the Town.

Immediate Family: Spouse, parent, legal guardian, children, sister, brother, grandparents, grandchildren plus the various combinations of half, step, in-law, and adopted relationships that can be derived from those named.

Maximum Salary Rate: The maximum salary authorized for an employee within an assigned pay grade.

Mentoring: A continuous feedback relationship between an employee and another individual. A mentor would give an employee information concerning organizational culture, policy, or other information needed by the employee. A mentor could be the employee's immediate supervisor but may be another individual who is familiar with the work and the organization. Supervisors are encouraged to provide mentoring to new employees and others who need additional assistance in becoming successful Town employees.

Minor Adjustment: includes changes affecting five or fewer positions or those involving grade reassignments without a fiscal impact.

Major Adjustments: includes structural changes to pay ranges, movement of multiple positions across grades, or actions requiring increased budget allocations.

Pay:

- **Career Ladder-** Refers to a structured pathway of career advancement or promotion within an organization. This process typically involves vertical and upward movement across classifications, where employees progress through distinct levels or titles within their career field. Each step on the ladder represents a higher level of responsibility, skill, or authority, often accompanied by a salary adjustment. Career ladders include specific criteria for moving up, such as meeting job performance standards, gaining experience, acquiring certifications, or completing educational requirements.
- **Career Progression or Advancement-** Refers to the movement of an employee through the various states within a grade or job classification. This movement is often based on achieving specific competencies, gaining experience, or filling vacancies. Unlike a 'career ladder', career progression can occur without a change in job title or pay grade, but typically involves increased responsibilities and skill development.
- **Overtime Pay-** Pay for time worked by a non-exempt employee at a rate of time and one-half for hours worked in excess of forty (40) hours in a workweek; or in the case of law enforcement personnel, in excess of 171 hours in a 28 day cycle; or in the case of Fire personnel, 212 hours in a 28 day cycle.
- **Straight Time Pay-** Pay for time earned by a non-exempt employee for hours worked up to, but not in excess, of forty (40) hours in a workweek; or in the case of law enforcement personnel, up to, but not in excess of 171 hours in a 28 day cycle; or in the case of Fire personnel, up to, but not in excess of 212 hours in a 28-day cycle.
- **Pay Plan-** A schedule of pay ranges systematized into sequential rates including minimum, midpoint and maximum for each class assigned to any given salary range.

Pay Status:

- **Active Status** - This category includes all employees who are working a regular schedule.

Employees in active status must be able to work and cannot be on any form of leave of absence. The use of approved and available vacation and sick leave does not preclude an employee from being on active status except when such time is used to supplement income during a leave of absence.

- **Inactive Status** - This category includes all employees who are on any recognized leave of absence or are suspended from work for disciplinary reasons.

Performance Pay Increase: An increase in salary within the same salary grade, based on meritorious service and on performance of duties and conduct satisfying the standard for the assigned position.

Position: A group of current duties and responsibilities requiring the full or part-time employment of one person, however, the existence of a position or its identification does not depend upon it being occupied by an employee.

- **Full-Time Position** - A position that has been approved by the Board of Commissioners whose duties and responsibilities are required to be performed on a continuous basis requiring full-time employment.
- **Part-Time Position** - A position that has been approved by the Board of Commissioners whose duties and responsibilities are required to be performed on a continuous basis requiring part-time employment.

Pre-Disciplinary Conference - It is required that the supervisor hold a pre-disciplinary conference with an employee receiving a suspension, demotion, or termination. In the pre-disciplinary conference, the supervisor explains that suspension, demotion or termination is being considered and the employee is given the opportunity to discuss the facts surrounding the performance or conduct issue.

Prior Service - Prior employment with any North Carolina governmental unit or subdivision thereof.

Probationary Status - A period of time after a promotion or demotion in which the employee's performance, attendance, and overall suitability for the position are evaluated. During this time, the Town may terminate an employee who is not performing well in their new role, or who is otherwise deemed unsuitable for transfer to other positions.

Progressive Discipline - Progressive discipline is a process of using increasingly serious disciplinary steps or measures when an employee fails to correct a problem after being given reasonable opportunity to do so. The primary purpose of progressive discipline is to assist employees with understanding that a performance problem or opportunity for improvement exists.

Promotion: A change in an employee's position/title/classification, and salary. This action can occur within the current pay range or involve a move to a different pay grade, depending on the job evaluation scores and market assessment. A promotion is typically related to increased responsibilities, authority, and expectations, aligning with the employee's demonstrated skills and achievements; often related to a recruitment & selection process.

Reorganization: The process of restructuring a department within the government structure to improve efficiency, effectiveness, or align with changing needs. This may involve consolidating departments, creating new ones, shifting responsibilities, and/or realigning personnel. A strategic approach to optimizing the internal structure and operations of the department.

Reclassification: The process of re-evaluating a position's duties, responsibilities, and required

qualifications, and then assigning it to a new classification based on actual duties and responsibilities being performed; typically conducted due to substantial and ongoing changes in the duties of the role that make the current classification inaccurate.

Pay Grade: All positions which are sufficiently comparable to warrant one range of pay rates. For the purpose of this definition, the words "grade," and "level" are used interchangeably.

Salary Range: The minimum salary to maximum salary range within a given job classification.

Salary Range Revision: The increase or reduction of the salary range for one or more specific classes of positions within the classification plan.

Suspension – A department may suspend an employee without pay. A suspension is the temporary removal from duty for a performance-related issue or behavior.

Technology Resources: Technology Resources consist of all electronic devices, software and means of electronic communication including, but not limited to the following: personal computers and workstations; laptop computers; mini and mainframe computers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines and copiers; computer software applications and associated files and data, including software that grants access to external services such as the Internet; electronic mail; telephones; cellular phones; pagers; and voice mail systems.

Termination - Dismissal of an employee is appropriate in cases involving recurring disciplinary offenses or a single offense involving a serious job performance-related issue or behavior (including "conduct unbecoming" of a Town employee).

Transfer: A movement of an employee from one position to another position in the same salary grade either in the same department or a different department.

Written reprimand - A written reprimand is part of a progressive discipline policy. It is one of the final corrective steps supervisors use before they consider employee suspension or dismissal.

15-2. References

Town of Wake Forest will respond to reference requests through the Human Resources Department or the Department Director. The Town will provide general information concerning the employee such as date of hire, date of discharge, and positions held. If an employee or former employee designates a Town staff member to provide a reference in excess of the general information, that person must sign a form waiving all claims related to reference.

15-3. A Few Closing Words

This policy is intended to give employees a broad summary of things they should know about the Town of Wake Forest. The information in this policy is general in nature and, should questions arise, any member of management within their department should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this policy, the Town of Wake Forest, in its sole discretion, may always amend, add to, delete from or modify the provisions of this policy and/or change its interpretation of any provision set forth in this policy. Employees should not hesitate to speak to management if they have any questions about the Town or its personnel policies

and practices.



Where Innovation Meets Opportunity

Item Summary

Staff recommends updating the current Policies & Procedures and amending the previously approved document of August 15, 2023.

The Human Resources Department serves as the operating administrator of the Town's adopted policies and procedures, committed to a continuous review and update at a minimum every two years. Within the current review period, Human Resources proposes updating the current policies and procedures to allow for updates, restructuring, and grammatical corrections. Updates include:

- Restructuring to expand the Table of Contents from nine sections to fifteen sections,
- Introducing a new section, Section 5 – Compensation Philosophies,
- Expansion of document definitions; moved to the rear of the overall document,
- Inclusion of language to incorporate policy language to support workplace etiquette,
- Additionally, operating policies will remain outside the context of this policy document – employees will continue to be trained on these policies through the Town's training portal.

These amendments and updates are presented before the Board for review and consideration for approval on July 15, 2025, effective July 16, 2025.

RESOLUTION 2025-XX

A RESOLUTION AMENDING THE EMPLOYEE PERSONNEL POLICY

WHEREAS, the Board of Commissioners desires a comprehensive set of general guidelines and policies governing all personnel matters for all town employees, including employee conduct, workplace conditions, drug and alcohol policies, policies that implement state and federal employment laws, and other aspects of public employment and town service; and

WHEREAS, these policies are intended to apply to all town employees who do not have an employment contract with the Town and to all town employees with employment contracts that do not already address these policy issues; and

WHEREAS, the policy needs to be reviewed and amended occasionally to address changes in laws and practices.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest that the revised amendments to the attached employee personnel policy is approved.

Duly adopted this 15th day of July 2025.

ATTEST:

Vivian A. Jones
Mayor

Evelyn Wright
Town Clerk



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-487-
Submitted by: Ari Schwartz, Planning
Submitting Department: Planning
Meeting Date: July 15, 2025

Subject

Consideration of a contiguous annexation submitted by the property owners Wait Ave 98 LLC, located at 0 Wait Avenue, being Wake County PIN 1850-08-1417 being approximately 2.58 acres.

Recommendation:

item Summary:

ATTACHMENTS:



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-489-

Submitted by: Allison Snyder, Administration

Submitting Department: Administration

Meeting Date: July 15, 2025

Subject

Approval to exchange Town owned 0.8 acres (PIN 1841318743) valued at \$670,000 for 1.0081 acres (portion of PINs 184111585 and 1841319403, PINs 1841318377 and 1841318341) valued at \$790,000 currently owned by Southeastern Baptist Theological Seminary as outlined in 160A-271.

Recommendation:

item Summary:

ATTACHMENTS:

- [Summary Land Exchange 0715](#)
- [Attachment A Final Property Exchange Agreement.pdf](#)
- [Attachment B Survey PIN 1841318743.pdf](#)
- [Attachment C Survey Multiple PINs.pdf](#)

Agenda Item: Presentation to request the authorization to begin proceedings for the exchange of real property between the Town of Wake Forest and Southeastern Baptist Theological Seminary.

Summary:

The NC General Statutes Chapter 160A-271 allow a Town and a private entity to swap real property for full and fair consideration. The public notice stating the Town of Wake Forest is exchanging 0.8 acres (PIN 1841318743) valued at \$670,000 for 1.0081 acres (portion of PINs 1841411585 and 1841319403, PINs 1841318377 and 1841318341) valued at \$790,000 currently owned by Southeastern Baptist Theological Seminary was posted in the News and Observer on July 1st.

The intent of this presentation is to outline the tentative agreement and ask for consideration of approval to authorize the exchange.

Attachments:

Attachment A Final Property Exchange Agreement

Attachment B Survey PIN 1841318743

Attachment C Survey portion of PINs 1841411585 and 1841319403, PINs 1841318377 and 1841318341

NORTH CAROLINA
WAKE COUNTY

LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2025, by and between Southeastern Baptist Theological Seminary, Inc., (“SEBTS”) and the Town of Wake Forest (the “Town”).

WITNESSETH:

WHEREAS, N.C.G.S. 160A-271 provides that a Town may exchange property belonging to the Town for other property by private negotiation if the Town receives full and fair consideration in exchange for its property.

WHEREAS, SEBTS and the Town desire to exchange with each other certain tracts of real property of like value.

WHEREAS, North Carolina General Statute §160A-271 authorizes a municipality to exchange real property pursuant to a resolution authorizing the exchange adopted at a regular meeting of the council upon 10 days' public notice.

WHEREAS, Town of Wake Forest posted notice pursuant to the statutory requirements; and

WHEREAS, the Town of Wake Forest and SEBTS have agreed to the following terms set forth herein; and

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

Section 1. Land Exchange.

- (a) The Town is the owner of a certain tract of land comprising 0.89 acres located in the County of Wake, State of North Carolina, which is designated as PIN # 1841318743 by the Wake County Revenue Department, and is more particularly described in the deed recorded in Deed Book 2970, Page 780. The entire tract shall be known as the Town Tract.
- (b) SEBTS is the owner of a certain tract of land (“SEBTS Tract”) comprising of 1.0081 acres that is labeled “PARCEL B” on that certain plat entitled “Exempt Recombination Plat” produced by A. Morton Thomas and Associates and certified by Professional Land

Surveyor John S. Claytor on March 24, 2025. Said Recombination Plat is attached hereto and fully incorporated herein by reference. Said tract includes all of Parcels 0090342 (T.M. Pin 1841318377, #235 S. College St.) and 0090343 (T.M. Pin 1841318341, #241 S. College St.), as well as a portion of 0090339 (T.M. Pin 1841411585, 105 South St.). Said tract includes the Access Easement illustrated on the aforementioned Recombination Plat, including the portion of the easement that lies within Parcel 0090341 (T.M. Pin 1841319403, #229 S. College St.). Conveyance of the SEBTS Tract to the Town includes conveyance of the Joint Access Easement.

- (c) Subject to the terms and conditions of this Agreement, SEBTS agrees to exchange the SEBTS Tract for the Town Tract and the Town agrees to exchange the Town Tract for the SEBTS Tract (the “Exchange”). The consideration provided by each party to the other shall be the simultaneous conveyance of the SEBTS Tract by SEBTS to the Town and the conveyance of the Town Tract by the Town to SEBTS. Appraisals and surveys were conducted on both parcels and found to be acceptable by both parties.
- (d) Taken together, the properties described in this section are “the Tracts” or “the Properties.”

Section 2. Commissions; Agency.

Neither party shall be responsible for payment of any commission payable to a broker or agent arising out of this transaction except as specifically retained and agreed by that party, and each party agrees to otherwise indemnify the other, non-retaining, party from liability for any such commission.

Section 3. Cooperation.

Each party agrees to take such action and execute such documents as are reasonably necessary to enable the other party to use the property it acquires under this agreement for the use intended by the acquiring party.

Section 4. Environmental.

Each party warrants that, to the best of that party’s knowledge, the property being conveyed by that party is free of underground storage tanks, pollution, contamination, hazardous materials, toxic wastes, asbestos, and products containing same, and is in compliance with all environmental regulations. Each party shall, upon signing this contract, furnish the other party with any available environmental reports or audits pertaining to the property being conveyed by that party.

Section 5. Property Condition and Future Use.

Except as specifically set forth above, neither party warrants the physical condition of the property being conveyed by that party or any improvements thereon, and each tract is conveyed “as-is” as to physical condition. Neither Party makes any representation, promise, or warranty regarding future zoning determinations, permitted uses, or other land use elements regarding either Property.

Section 6. Closing.

The closing (the “Closing”) of the Exchange shall occur no later than September 30, 2025 (the “Closing Date”), at a location designated by the Town. At Closing, the following shall occur:

- (a) Each party shall deliver to the other party the items set forth below, to the reasonable satisfaction of each party’s counsel:

- (i) A General Warranty Deed (the "Deed") fully and duly executed and acknowledged by the party, that conveys to the other party their respective tract as described in Section 1. Each party agrees to pay at Closing the cost of the excise tax if any due and payable in connection with recording the General Warranty Deed from it to the other party and to pay at Closing the cost of recording the General Warranty Deed to it from the other party;
- (ii) Each party shall provide the other with an affidavit (the "Title Affidavit") stating that there are no unpaid debts for work performed on or materials provided to that party's tract as of the Closing Date;
- (iii) Each party shall provide the other with a certificate (the "FIRPTA Certificate") executed and sworn to by it that it is not a "foreign person" as defined under Section 1445 of the Internal Revenue Code;
- (b) Each party shall pay for the cost of the title insurance policy (if any) obtained by it for the tract to be conveyed to it. Each party shall pay its own costs and expenses incurred in connection with this Agreement, including its respective attorneys' fees and any other expenses specifically allocated hereunder.
- (c) Each party shall pay the real estate taxes due on its own tract that it is conveying to the other party, or will be due in the year at closing. Each party shall be responsible for any special assessments which are owing or due on its property as of the Closing Date. The provisions of this Section shall survive the Closing.

Section 7. Title.

- (a) At Closing, each party shall deliver to the other the Deed, subject to Acceptable Encumbrances (as defined below), conveying to the other, an indefeasible, fee simple, marketable title to the Property, insurable at regular rates by a reputable title insurance company of each party's choice (the "Title Company").
- (b) Within ten (10) days after the Execution Date of this Agreement, each party agrees to deliver to the other copies of all relevant title information and title policies in possession of, or reasonably available to it.
- (c) As a condition to being obligated to close, each party shall be able to obtain a commitment for a policy of title insurance insuring title to the property it will receive at standard rates from the Title Company, subject only to the following (collectively the "Acceptable Encumbrances"):
 - (i) Real property taxes for the year in which the sale and purchase shall be closed.
 - (ii) Any other exceptions that specifically approved in writing.
- (d) Acceptable Encumbrances are limited to the following: any easements to the Town of Wake Forest.
- (e) Each party shall have until fifteen (15) days before the Closing Date within which to cause the title to the Property to be examined and then to notify the other party of any objections thereto that render title other than good, marketable and insurable. If a party so notifies the other party and the other party does not cure the title defect within ten (10) days of the mailing of the Notice, then notifying party shall have the right to terminate this contract by written Notice to the other party.

Section 8. Further Warranties.

The parties respectively make the following representations to each other. Such representations also shall be deemed made as of the Closing.

- (a) Each party has the full right, power, and authority to execute, deliver, and perform this

Agreement.

- (b) There are no unpaid bills for labor or materials related to the tracts. There are no taxes, charges or assessments that would constitute a lien against the tracts that are unpaid other than ad valorem taxes for the current year now due and payable.
- (c) Each party has complied with all applicable laws, ordinances, regulations, and restrictions relating to its tracts.
- (d) Each Party's obligation to close on the respective properties is subject to the conditions precedent that: (1) each Party's representations and warranties made herein are accurate (without regard to whether the representation and warranty is limited to a Party's knowledge) at the Property Closing; (2) each Party shall have fully performed all of its obligations under this Contract; and (3) if the Recombination Plat described herein and attached hereto is not yet recorded, a final version of said plat shall be ready to be recorded at the Wake County Register of Deeds. Prior to the Closing Date, either Party shall notify the other of any modifications to such representations and warranties that are required to make the same true in all material respects. If any representation of a Party herein, although true as of the Effective Date, is no longer true at the Closing as a result of a matter, event or circumstance beyond a Party's reasonable control, the other Party may not consider the same as an event of default hereunder. If such conditions are not satisfied at the Property Closing, the other Party may, on notice to the defaulting party: (i) terminate this Contract, in which event all rights and obligations of both Parties under this Contract shall terminate (other than those that expressly survive termination of this Contract); except that if the unfulfilled condition is a result of a Party's breach of this Contract, then the other Party may also pursue any rights and remedies available to it; or (ii) close the transaction and thereby waive the unfulfilled condition; or (iii) extend the Property Closing for a reasonable period of time (not to exceed 30 days) to permit the condition to be met, and if the condition is still not met at the end of that extension, then elect to pursue either option (i) or (ii) above.

Section 9. Condemnation.

If prior to the Closing Date all or any material portion of either Property is taken by eminent domain proceedings, or if eminent domain proceedings are commenced against all or any material portion of the Property, then the Party subject to such proceedings shall notify the other Party, and the other Party may terminate this Contract by giving notice to the Party subject to the proceedings within 15 days after its receipt of that notice (and the Closing shall be extended, if necessary, to provide for such 15 day period to respond to such notice). If this Contract is so terminated, then neither Party shall have any further obligations under this Contract (other than those obligations that expressly survive the termination of this Contract). If this Contract is not terminated, then, at Closing, the Party subject to the proceedings shall assign to the acquiring Party all rights in any awards paid or payable with respect to the portion of the SEBTS Property or Town Property taken.

Section 10. Further Assurances.

Each of the parties hereto agrees to perform, execute, acknowledge and deliver and cause to be performed, executed, acknowledged and delivered all such further acts, assignments, transfers and assurances as shall reasonably be requested of it in order to carry out this Agreement. Without in any manner limiting their specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

Section 11. Notices.

Unless otherwise stated herein, when any notice or consent is required to be given under the terms of this Agreement, such notice or consent shall be in writing and shall be effective only upon actual receipt by the Party to whom notice is given. Such notice shall be delivered to the addresses below or to such other persons or addresses as the parties may, from time to time, establish in writing:

To Town:

Wake Forest Town Manager
Attn: Kip Padgett
301 South Brooks St.
Wake Forest, NC 27587

To SEBTS:
Southeastern Baptist Theological Seminary, Inc.
Executive Vice President for Operations
Attn: Ryan Hutchinson
P.O. Box 1889
Wake Forest, NC 27588

Section 12. Other Terms or Conditions.

a. **Choice of Law and Forum.** This Agreement shall be deemed made in Wake County, North Carolina, and shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice in Wake County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

b. **Waiver.** No action or failure to act by either Party shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute a waiver of any governmental or sovereign immunity which may apply, or approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

c. **Performance of Government Functions.** Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

d. **Severability.** If any provision or portion of a provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

e. **Modifications. Entire Agreement.** A modification of this Agreement is not valid unless signed by an authorized signor for the Parties and otherwise in accordance with

requirements of law. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the Parties, other than as set forth or referenced in this Agreement.

f. **Amendments.** This Agreement may be amended at any time by a written agreement.

g. **Entire Agreement; For the Benefit of the Parties.** This Agreement is the entire agreement between SEBTS and the Town concerning the subject matter contained herein, that is the properties and the exchange related thereto. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the Parties, other than as set forth or referenced in this Agreement. This Agreement shall be binding and inure to the benefit of SEBTS and the Town, their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Land Exchange Agreement as of the last date of signature.

SOUTHEASTERN BAPTIST THEOLOGICAL SEMINARY, INC.

By: _____ Date: _____

Ryan Hutchinson
Executive Vice President of Operations

TOWN OF WAKE FOREST

By: _____ Date: _____

Kip Padgett
Wake Forest Town Manager

PROPERTY OWNER CERTIFICATE:

THIS CERTIFIES AND WARRANTS THAT THE UNDERSIGNED IS (ARE) THE SOLE OWNER(S) OF THE PROPERTY SHOWN ON THE MAP OR PLAT AND ANY ACCOMPANYING SHEETS HAVING ACQUIRED THE PROPERTY IN FEE SIMPLE BY DEED(S) RECORDED IN THE COUNTY REGISTER OF DEEDS OFFICE WHERE THE PROPERTY IS LOCATED AND AS SUCH HAS (HAVE) THE RIGHT TO CONVEY THE PROPERTY IN FEE SIMPLE AND THAT THE DEDICATOR(S) HEREBY AGREE TO WARRANT AND DEFEND THE TITLE AGAINST ANY CLAIMS OF ALL PERSONS WHOMSOEVER EXCEPTED AS SPECIFICALLY LISTED HEREIN AND THAT BY RECORDING THIS PLAT OR MAP I (WE) DO IRREVOCABLY DEDICATE TO THE TOWN OF WAKE FOREST FOR PUBLIC USE ALL STREETS, EASEMENTS, RIGHTS-OF-WAY, PARKS AND GREENWAYS (AS THOSE INTERESTS ARE DEFINED IN THE CODE) AND AS THE SAME ARE SHOWN ON THE PLAT FOR ALL LAWFUL PURPOSES TO WHICH THE TOWN MAY DEVOTE OR ALLOW THE SAME TO USE AND UPON ACCEPTANCE THEREOF, IN ACCORDANCE WITH ALL POLICIES, ORDINANCES, REGULATIONS OR CONDITIONS OF THE TOWN OF WAKE FOREST, FOR THE BENEFIT OF THE PUBLIC PROVIDED ANY DEDICATION OF EASEMENTS FOR STORM DRAINAGE NOT SPECIFICALLY LABELED TOWN OF WAKE FOREST OR PUBLIC ARE NOT MADE TO THE TOWN OF WAKE FOREST, BUT ARE IRREVOCABLY MADE TO THE SUBSEQUENT OWNERS OF ANY AND ALL PROPERTIES SHOWN HEREON FOR THEIR USE AND BENEFIT.

OWNER

DATE

NOTARY PUBLIC CERTIFICATE

STATE OF

COUNTY OF

I CERTIFY THAT THE FOLLOWING PERSON(S) PERSONALLY APPEARED BEFORE ME THIS DAY, EACH, ACKNOWLEDGING TO ME THAT HE OR SHE VOLUNTARILY SIGNED THE FOREGOING DOCUMENT FOR THE PURPOSE STATED HEREIN AND IN THE CAPACITY INDICATED:

DATE: , 2025

PRINTED NAME: NOTARY PUBLIC

MY COMMISSION EXPIRES

REVIEW OFFICER CERTIFICATE

STATE OF NORTH CAROLINA – COUNTY OF WAKE

I, REVIEW OFFICER OF THE TOWN OF WAKE FOREST, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE

ADMINISTRATOR DATE

PLAT MUST BE RECORDED WITHIN 30 DAYS OF SIGNATURE APPROVAL.

CERTIFICATE OF SURVEY G.S. 47-30:

I, JOHN SCOTT CLAYTOR, CERTIFY THAT THIS PLAT WAS DRAWN FROM AN ACTUAL SURVEY MADE UNDER MY DIRECTION AND SUPERVISION USING THE RECORDED REFERENCES AS LISTED ABOVE; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM THE REFERENCES LISTED; THAT THE RATIO OF PRECISION IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL, THIS THE 21st DAY OF APRIL, 2025.

JOHN S. CLAYTOR, PLS L-5134

LEGAL DESCRIPTION:

ALL THAT PIECE OR PARCEL OF LAND BEING AS DESCRIBED IN DEED BOOK 2970 PAGE 780 AND FURTHER DESCRIBED BELOW.

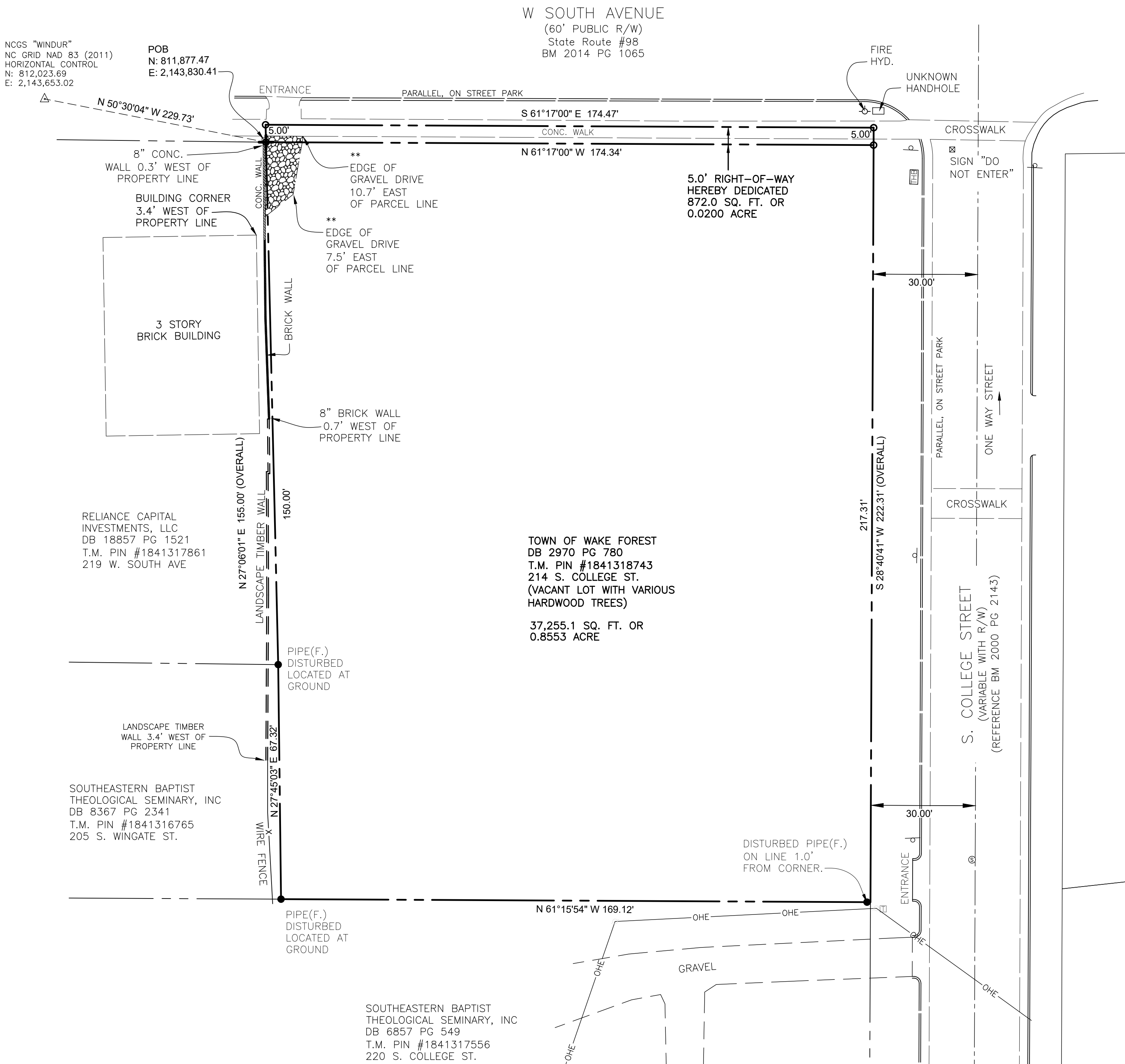
BEGINNING AT A POINT IN THE SOUTHERN LINE OF W SOUTH AVENUE, SAME POINT HAVING A GRID COORDINATE VALUE OF N = 811,877.47 AND E = 2,143,830.41, BEING THE NORTHEAST CORNER OF A PARCEL OWNED BY RELIANCE CAPITAL INVESTMENTS, LLC; THENCE RUNNING WITH THE EASTERN LINE OF RELIANCE CAPITAL INVESTMENTS, LLC N 27°06'01" E 5.00 FEET TO A POINT ON THE SOUTHERN LINE OF W SOUTH AVENUE; THENCE WITH THE SOUTHERN LINE OF W SOUTH AVENUE S 61°17'00" E 174.47 FEET TO A POINT MARKING THE INTERSECTION OF THE SOUTHERN LINE OF W SOUTH AVENUE AND THE WESTERN LINE OF S COLLEGE STREET; THENCE WITH SAID WESTERN LINE OF S COLLEGE STREET S 28°40'41" W 5.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID WESTERN LINE OF S COLLEGE STREET S 28°40'41" W 217.31 FEET TO A POINT ON THE WESTERN LINE OF S COLLEGE STREET AND THE NORTHERN LINE OF A PARCEL OWNED BY SOUTHEASTERN BAPTIST THEOLOGICAL SEMINARY, INC.; THENCE DEPARTING THE WESTERN LINE OF S COLLEGE STREET THROUGH A DISTURBED PIPE FOUND 1.0 FEET WEST OF THE WESTERN LINE OF S COLLEGE STREET AND WITH THE NORTHERN LINE OF A PARCEL OWNED BY SOUTHEASTERN BAPTIST THEOLOGICAL SEMINARY, INC. N 61°15'54" W FOR A TOTAL DISTANCE OF 169.12 FEET TO A POINT MARKED BY A DISTURBED PIPE FOUND ON THE NORTHERN LINE OF A PARCEL OWNED BY SOUTHEASTERN BAPTIST THEOLOGICAL SEMINARY, INC. AND THE EASTERN LINE OF A PARCEL OWNED BY SOUTHEASTERN BAPTIST THEOLOGICAL SEMINARY, INC.; THENCE WITH SAID EASTERN LINE OF THE PARCEL OWNED BY SOUTHEASTERN BAPTIST THEOLOGICAL SEMINARY, INC. N 27°45'03" E 67.32 FEET TO A POINT MARKED BY A DISTURBED PIPE FOUND AND ON THE SOUTHEAST CORNER OF A PARCEL OWNED BY RELIANCE CAPITAL INVESTMENTS, LLC; THENCE WITH THE EASTERN LINE OF A PARCEL OWNED BY RELIANCE CAPITAL INVESTMENTS, LLC N 27°06'01" E 150.00 TO A POINT IN THE NORTHEAST CORNER OF SAID PARCEL, THE POINT OF BEGINNING.

CONTAINING 38,127.1 SQUARE FEET OR 0.8753 ACRE OF LAND.

LESS AND EXCEPT A 5.0 STRIP OF LAND LAND HEREBY DEDICATED FOR RIGHT-OF-WAY, BEING FURTHER DESCRIBED BELOW.

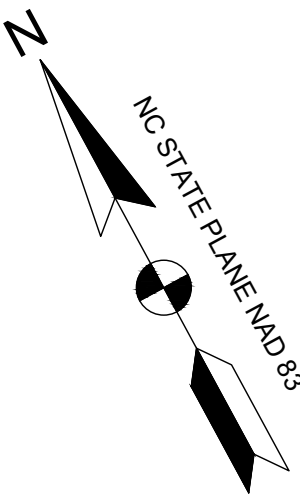
BEGINNING AT A POINT IN THE SOUTHERN LINE OF W SOUTH AVENUE, SAME POINT HAVING A GRID COORDINATE VALUE OF N = 811,877.47 AND E = 2,143,830.41, BEING THE NORTHEAST CORNER OF A PARCEL OWNED BY RELIANCE CAPITAL INVESTMENTS, LLC; THENCE RUNNING WITH THE EASTERN LINE OF RELIANCE CAPITAL INVESTMENTS, LLC N 27°06'01" E 5.00 FEET TO A POINT ON THE SOUTHERN LINE OF W SOUTH AVENUE; THENCE WITH THE SOUTHERN LINE OF W SOUTH AVENUE S 61°17'00" E 174.47 FEET TO A POINT MARKING THE INTERSECTION OF THE SOUTHERN LINE OF W SOUTH AVENUE AND THE WESTERN LINE OF S COLLEGE STREET; THENCE WITH SAID WESTERN LINE OF S COLLEGE STREET S 28°40'41" W 5.00 FEET TO A POINT; THENCE DEPARTING THE WESTERN LINE OF S COLLEGE STREET N 61°17'00" W 174.34 FEET TO A POINT IN THE NORTHEAST CORNER OF THE PARCEL OWNED BY RELIANCE CAPITAL INVESTMENTS, LLC, THE POINT OF BEGINNING.

CONTAINING 872.0 SQUARE FEET OR 0.0200 ACRE OF LAND.

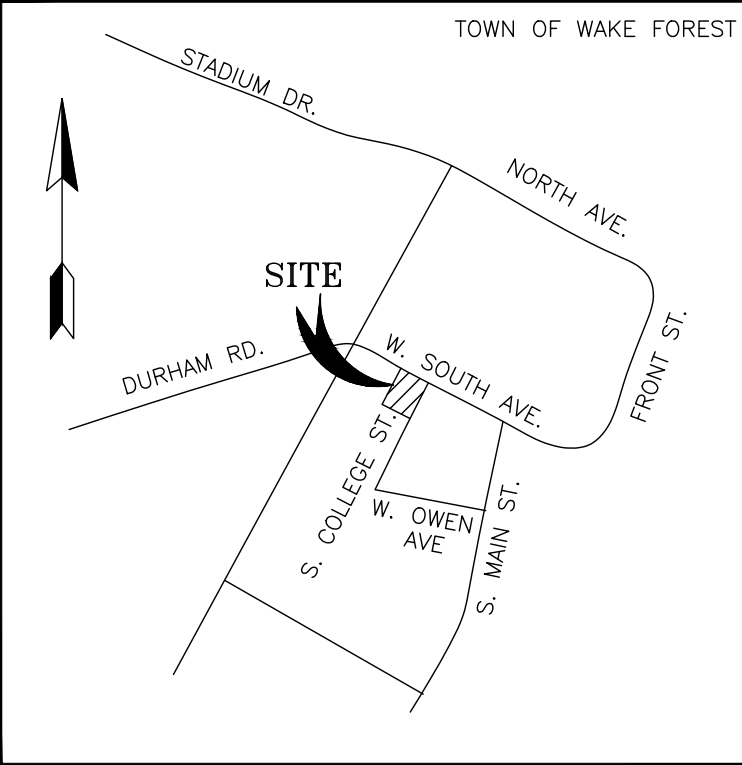


LEGEND

- FIRE HYDRANT
- UTILITY POLE
- TELEPHONE PEDESTAL
- STREET SIGN
- SEWER MANHOLE



0 20' 40'
SCALE: 1"=20'



VICINITY SKETCH
(NOT TO SCALE)

NOTES:

- SURVEYED AND MAPPED FOR: THE TOWN OF WAKE FOREST
- SURVEYED AND MAPPED BY: A. MORTON THOMAS AND ASSOCIATES, INC.
- PROPERTY SUBJECT TO ANY VALID AND ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY OF RECORD
- SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THE SURVEY.
- FIELD SURVEY PERFORMED ON 09/13/24.
- THE SUBJECT PROPERTY IS LOCATED IN ZONE "OTHER AREA" AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FEMA MAP #3720184100K EFFECTIVE DATE 07/19/2022.
- THE LOCALIZED COORDINATE SYSTEM DEVELOPED FOR THIS PROJECT IS ESTABLISHED BY VRS-RTK GPS METHOD UTILIZING A LEICA ANTENNA AND CONVENTIONAL TRAVERSE FROM THE GPS CONTROL POINTS. VERTICAL DATUM IS BASED ON NAVD 88.
- ALL LINEAR DIMENSIONS ARE LOCALIZED HORIZONTAL (GROUND) DISTANCES. COORDINATES AS SHOWN ARE NC GRID NAD 83 (2011)

PROPERTY OWNERS AT TIME OF SURVEY
TOWN OF WAKE FOREST
DB 2970 PG 780
T.M. PIN #1841318743
214 S. COLLEGE ST.
38,127.1 SQ. FT. OR 0.8753 ACRE

AREA BY DEED: 38,127.1 SQ. FT. OR 0.8753 ACRE
DEDICATED R/W STRIP: 872.0 SQ. FT. OR 0.0200 ACRE
REMAINING AREA: 37,255.1 SQ. FT. OR 0.8553 ACRE

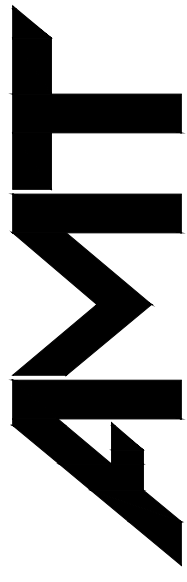
**GRAVEL DRIVE NOTE

EXISTING GRAVEL DRIVE APPEARS TO BE IN USE BY ADJOINING PROPERTY OWNER, UNABLE TO DETERMINE RIGHTS OF ACCESS AND/OR EASEMENT INTEREST.

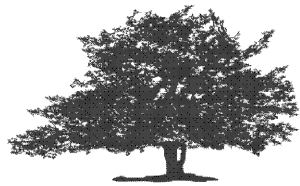
For Review
07/03/2025 12:35:14 PM

THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION TO THE DEFINITION OF SUBDIVISION.

JOHN S. CLAYTOR, PLS L-5134



A. MORTON THOMAS AND ASSOCIATES, INC.
CONSULTING ENGINEERS
100 GATEWAY CENTRE PARKWAY
RICHMOND, VA 23235
PHONE (804) 276-6331 | CORP. (800) 881-2545
EMAIL: AMT@AMTENGINEERING.COM



TOWN of
WAKE FOREST

PLAT SHOWING A 5.0' RIGHT-OF-WAY HEREBY DEDICATED
ON THE SOUTHERN LINE OF W SOUTH AVE
AND A BOUNDARY SURVEY OF A PARCEL OF LAND OWNED BY
THE TOWN OF WAKE FOREST
BOUNDED ON THE NORTH BY W. SOUTH AVENUE
AND ON THE EAST BY S. COLLEGE STREET
CONTAINING 0.8553 ACRE OF LAND
TOWN OF WAKE FOREST, NORTH CAROLINA 27587

REVISE PER COUNTY REVIEW COMMENTS	ADD LEGAL DESCRIPTIONS	DATE	DESCRIPTION
04/21/25	07/03/25		
N/A	N/A	MARK	
PROJECT NO: 22-0641.003		SCALE: 1"= 20'	
DESIGNED BY:		DRAWN BY: MCT	
CHECKED BY: JSC		SHEET TITLE	
SHEET 1 OF 1			

PROPOSED ACCESS EASEMENT TABLE		
LINE	BEARING	DISTANCE
E1	N 28°40'41" E	11.73'
E2	S 61°19'19" E	36.02'
E3	S 61°19'19" E	3.98'
E4	S 28°40'41" W	30.00'
E5	N 61°19'19" W	40.00'
E6	N 28°40'41" E	18.27'
E7	S 79°21'39" E	37.88'

PROPERTY OWNERS AT TIME OF SURVEY

SOUTHEASTERN BAPTIST THEOLOGICAL SEMINARY, INC.
DB: 1592 PG 408
T.M. PIN #1841411585
#240 N. WINGATE ST.
123,584.8 SQ. FT. OR
2.837 ACRES

SOUTHEASTERN BAPTIST THEOLOGICAL SEMINARY, INC.
DB: 1813 PG 202
T.M. PIN #1841318377
#235 S. COLLEGE ST.
6,123.1 SQ. FT. OR
0.141 ACRE

SOUTHEASTERN BAPTIST THEOLOGICAL SEMINARY, INC.
DB: 1838 PG 346
T.M. PIN #1841410449
#221 S. COLLEGE ST.
5,037.6 SQ. FT. OR
0.116 ACRE

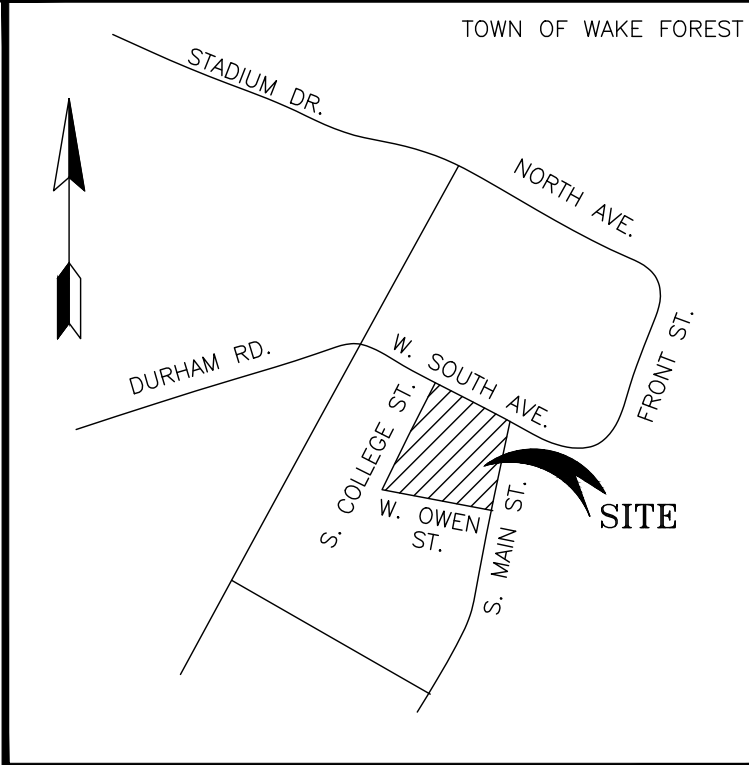
SOUTHEASTERN BAPTIST THEOLOGICAL SEMINARY, INC.
DB: 1647 PG 516
T.M. PIN #1841318341
#241 S. COLLEGE ST.
6,862.4 SQ. FT. OR
0.158 ACRE

SOUTHEASTERN BAPTIST THEOLOGICAL SEMINARY, INC.
DB: 1838 PG 346
T.M. PIN #1841319540
#219 S. COLLEGE ST.
12,885.4 SQ. FT. OR
0.296 ACRE

SOUTHEASTERN BAPTIST THEOLOGICAL SEMINARY, INC.
DB: 1689 PG 274
T.M. PIN #1841412209
#224 S. MAIN ST.
11,763.2 SQ. FT. OR
0.270 ACRE

SOUTHEASTERN BAPTIST THEOLOGICAL SEMINARY, INC.
DB: 1493 PG 335
T.M. PIN #1841319403
#229 S. COLLEGE ST.
6,130.9 SQ. FT. OR
0.141 ACRE

SOUTHEASTERN BAPTIST THEOLOGICAL SEMINARY, INC.
DB: 1689 PG 274
T.M. PIN #1841412209
#224 S. MAIN ST.
11,763.2 SQ. FT. OR
0.270 ACRE



PARCEL A: 116,712.4 SQ. FT. OR 2.6794 ACRES
PARCEL B: 43,911.9 SQ. FT. OR 1.0081 ACRES
PARCEL C: 11,763.2 SQ. FT. OR 0.2700 ACRES
TOTAL AREA: 172,387.5 SQ. FT. OR 3.9575 ACRES

- LEGEND
- FIRE HYDRANT
 - UTILITY POLE
 - TELEPHONE PEDESTAL
 - STREET SIGN
 - LIGHT POLE

For Review
07/03/2025 4:05:25 PM

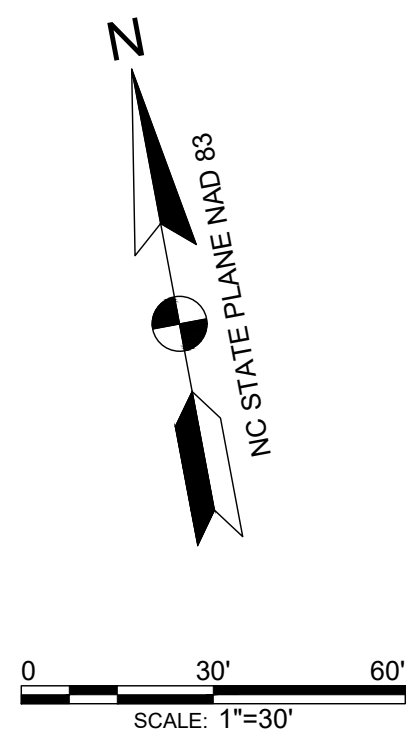
Preliminary
07/03/2025 4:05:09 PM

AMT
A. MORTON THOMAS AND ASSOCIATES, INC.
CONSULTING ENGINEERS
100 GATEWAY CENTRE PARKWAY
RICHMOND, VA 23235
PHONE (804) 276-6231 | CORP. (800) 881-2545
EMAIL: AMT@AMTENGINEERING.COM

TOWN of
WAKE FOREST

EXEMPT RECOMBINATION PLAT SHOWING
3 PARCELS OF LAND OWNED BY
SOUTHEASTERN BAPTIST THEOLOGICAL SEMINARY, INC
AND A PROPOSED 30'x40' ACCESS EASEMENT
BOUNDED ON THE NORTH BY W. SOUTH AVENUE
ON THE EAST BY S. MAIN STREET, ON THE SOUTH BY W. OWEN
AVENUE AND ON THE WEST BY S. COLLEGE STREET
CONTAINING 3.9575 ACRES OF LAND
TOWN OF WAKE FOREST, NORTH CAROLINA 27587

ADD EASEMENT OVER EXISTING DRIVE	ADD LEGAL DESCRIPTIONS	DATE	DESCRIPTION
03/21/25	07/03/25		
N/A	N/A		
PROJECT NO: 22-0641.002		MARK	
SCALE: 1"= 30'			
DESIGNED BY:			
DRAWN BY: MCT			
CHECKED BY: JSC			
SHEET TITLE			
SHEET 2 OF 2			





BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-508-

Submitted by: Ella Dowtin, Administration

Submitting Department: Administration

Meeting Date: July 15, 2025

Subject

Department Monthly Reports

Recommendation:

item Summary:

ATTACHMENTS:

- [June 2025 Monthly Report Draft.pdf](#)

June 2025 | Department Monthly Report

Communications

ANNOUNCEMENTS

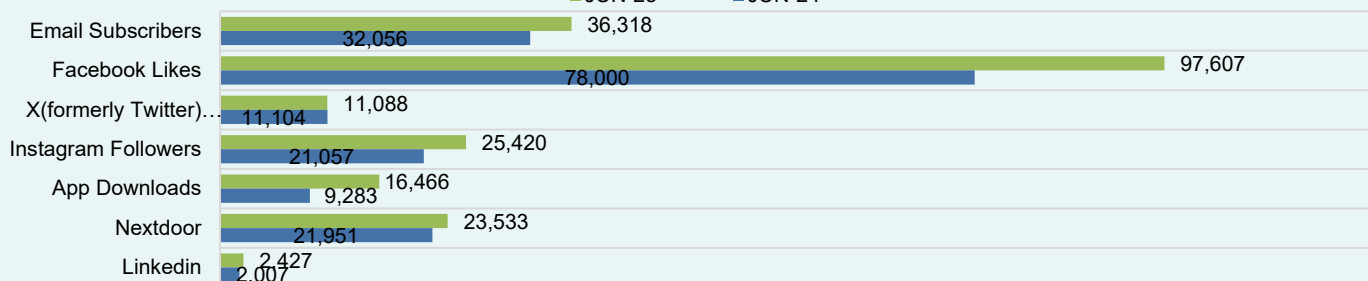
Media Releases	54
Email Announcements	20
Town-to-Resident Phone Calls	32

TOP 5 VIEWED PAGES ON WEBSITE

RANK	PAGE	VIEWS
1	Forms & Applications	7,707
2	Home	5,734
3	Friday Night on White	3,833
4	Holding Park Aquatic Center	6,173
5	Jobs	1,919

SUBSCRIBERS

■ JUN-25 ■ JUN-24



Downtown Development

OCCUPANCY

	APR – JUN 2025	APR - JUN 2024
Occupancy Rate in Percentage	90%	92%

NEW BUSINESSES

	JUN 2025	FISCAL YEAR-TO-DATE
Number of New Businesses	5	16
Number of Businesses Closed	2	12

UPDATES PROVIDED QUARTERLY

EVENTS

THIRD QUARTER EVENTS (JAN-MAR)	ATTENDANCE IN 2025	ATTENDANCE IN 2024
Friday Night on White	8,500	7,000

The Social District was successfully implemented on June 5, and no issues have been reported. Several of our businesses have already reported seeing an economic benefit from the district's implementation. A survey was sent to downtown businesses on June 30 for a one-month check-in to obtain data on the economic impact that this is having. Subsequent surveys will be sent after three months and five months, and the results will be shared with the Board of Commissioners at the November review. Wake Forest Downtown, Inc. (WFD) recognized outgoing board members Dolores Riggins (7 years), Stephanie Brown (7 years), and Kent Lower (9 years) for their service and dedication to the WFD board at the June meeting. Each of them has indicated that they plan to remain involved on a committee. Joni Falvey (property and business owner - Broadsides & Brews) and Erin Scholz (local resident) were elected to the board and will begin their three-year term on July 1. Jennifer Herbert and Will Haddock, owner of White Street Brewing, were on CBS 17 My Carolina Today on June 11, promoting Friday Night on White and how the downtown businesses tie into the overall event.

Economic Development

WFBIP MONTHLY NEWSLETTER [VIEW](#)

The Wake Forest Business & Industry Partnership Quarterly Report is updated at the end of each quarter.

Use Chrome, Firefox, Safari, or Edge to view the newsletter and/or the report.

REQUESTS FOR INFORMATION (RFIs)

	JUNE 2025	JUNE 2024
Number of Responses to RFIs	0	1

Economic Development

BUSINESS RETENTION & EXPANSION

NAMES OF BUSINESSES VISITED THIS MONTH

Wells Global

Paul & Jack Bakery

Engineering

PROJECT UPDATES

Street Resurfacing	Concrete replacement work continues in various locations ahead of asphalt resurfacing. Resurfacing is now underway and is anticipated to be complete by the fall.
S. Franklin Street	Utility relocations and installations are nearing completion. Road crews have returned to the site and resumed roadway widening activities.
HL Miller Park Stream Restoration & Greenway Improvements	Stream restoration efforts are substantially complete. Grading work continues along the future greenway trail in preparation for the installation of the boardwalk and pedestrian bridge, which are underway.
Dunn Creek Culvert Replacement – Juniper Avenue	Grading and backfill of the culvert are nearly complete. Restoration of water and sewer lines, as well as new storm drain inlets and pipes.
Dunn Creek Greenway Phase III	Mass grading and stormwater infrastructure installation are taking place. The project is still on track with the schedule. Staff held a stakeholder meeting at the Alston Massenburg Center.
Dunn Creek Greenway Phase IV	Mass grading and stormwater infrastructure installation are taking place. The project remains on track according to the schedule. Staff held a stakeholder meeting at the Alston Massenburg Center.

FINANCIAL TASKS COMPLETED

TAX RETURNS & REPORTS	COMPLETION DATE
NC Sales and Use Tax Form E500 and Payment	6-16-2025
ORBIT/LGERS Report – NC State Treasurer	6-06-2025
Utility Sales Tax Return – E500 E	6-16-2025
NCESC Report	6-02-2025
Gross Receipts Tax Report	6-16-2025
ACCOUNTING/FINANCE	AMOUNT
Total \$ Accounts Payable Disbursement	\$4,198,599
Total ePayables & Payroll Disbursement	\$6,153,689
Total Number of Invoices Paid	399
Total \$ Invoices Paid with Credit Card	\$1,094

PURCHASING / WAREHOUSE

Purchase Orders Processed	13
New Vendors Set Up	3
Informal Quotes	5
\$ Received Surplus Items Sold	\$27,350
Number of Surplus Items Sold	2
HUBSCO Reports	0

Fire

KEY STATS

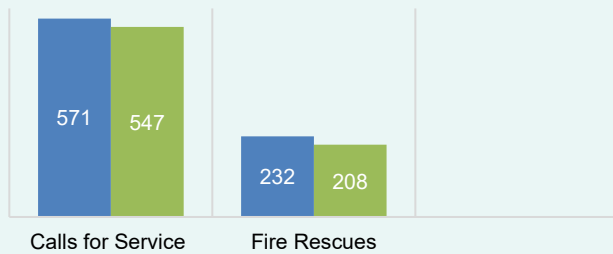
	JUNE 2025	JUNE 2024
Calls for Service	571	547
Average Response Time	4:43	4:24

TYPES OF CALLS

	JUNE 2025	JUNE 2024
Fire	232	208
Medical	321	303
Motor Vehicle Accidents (MVA)	18	36

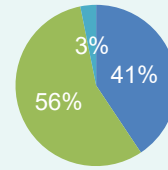
FIRE-KEY STATS

■ JUN-25 ■ JUN-24



TYPES OF CALLS

■ Fire ■ Medical ■ MVAs



Human Resources

EMPLOYMENT

	JUNE 2025	JUNE 2024
Positions filled	430	427
Vacancies	24	13
Total Authorized Positions FY 2023–2024	454	440

PROMOTIONS/TRANSFERS

NAME	DEPARTMENT	POSITION	DATE
Michael Underhill	Finance	Procurement Specialist	6-23-2025
Julius Jefferson	Police	Police Chief	6-23-2025

Information Technology

SERVICE STATS

	JUNE 2025	JUNE 2024
Service Requests Completed	714	604
Network Uptime Percentage	100%	100%

Inspections & Public Facilities

RESIDENTIAL PERMITS

	JUNE 2025	JUNE 2024
Single-Family Dwelling	28	23
Townhomes	6	11
Duplexes	1	1
Multi-Family Dwelling Units	0	13
Other	164	145
Total	199	193

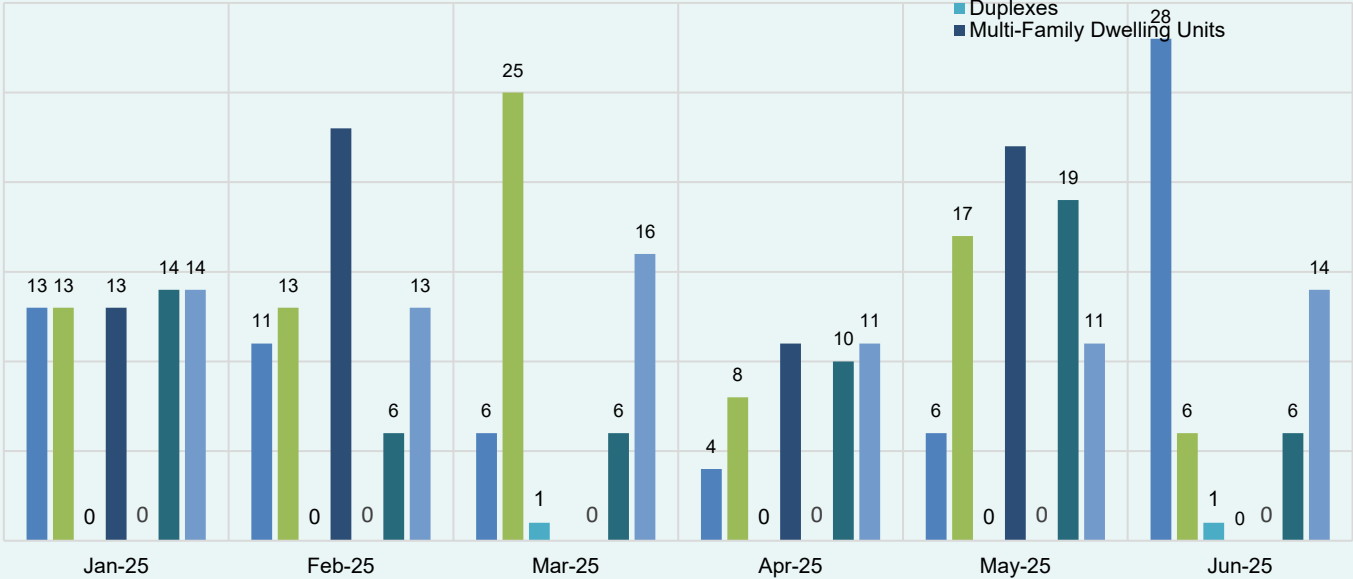
NON-RESIDENTIAL PERMITS

	JUNE 2025	JUNE 2024
New Commercial	1	0
Fit-Ups	1	7
Other	16	27
Total	18	34

Inspections & Public Facilities

RESIDENTIAL BUILDING PERMITS (last 6 months)

- Single-Family Dwelling
- Townhomes
- Duplexes
- Multi-Family Dwelling Units

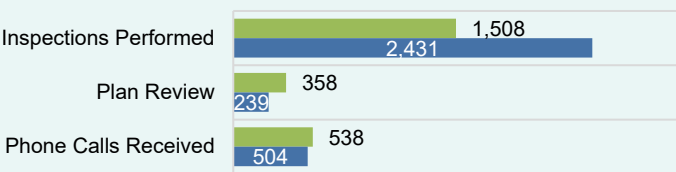


PUBLIC FACILITIES

	JUNE 2025	JUNE 2024
Preventative Maintenance Completed	640	561
Reactive Work Orders	136	110

DEPARTMENTAL PRODUCTIVITY

- JUNE 2025
- JUNE 2024



BUSINESSES

NEW COMMERCIAL BUSINESSES

TOWF Public Safety Warehouse	1412 Forestville Rd

FIT-UPS

Summer Moon Coffee	11108 Ligon Mill Rd 140

PRE-OCCUPANCIES

Wake Forest Pawn – New Owner Only	927 Durham Rd 106
Blooming Baby 4D	12335 Wake Union Church Rd 204
Caring Connections Pediatric Therapy	853 Durham Rd G
Sherlocks Glass & Dispensary	508 S White St
Franklin St Townhomes – Owner Power Change Only	810 Laurel Gate Dr

Organizational Performance

NORTHERN COMMUNITY FOOD SECURITY TEAM (NCFST)

Staff Hours	18 hrs./week
Updates	Food Drive w/ WFPD Mini-Pantries - 8x Mobile Markets - 2x WFCT - 3x Eat Well Wake - 2x
Lunch & Learn	With Rich on June 14, 2025

GUEST SERVICES VOLUNTEER (GSV) PROGRAM

Active	20
Inactive	4 (Health Issues)
Onboarding	N/A
Hours (June)	132

Parks, Recreation & Cultural Resources

ATHLETICS

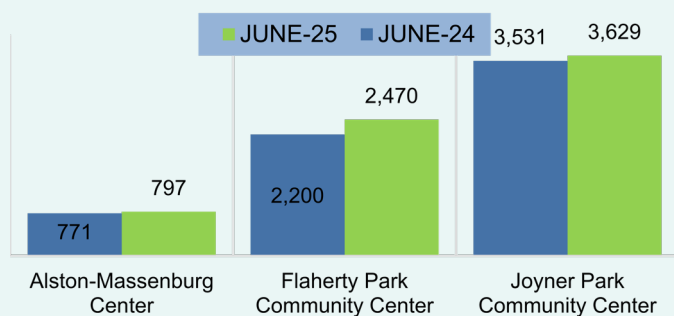
	JUNE 2025	JUNE 2024
Registrations Received – Youth	676	799
Registrations Received – Adult	7	8
Games Held	228	273
Revenue	\$51,300	\$56,835

[VIEW](#)

RECONNECT PROGRAM GUIDE

The program guide is updated twice per year in January and July.

VISITORS TO COMMUNITY CENTERS



PROGRAMS

	JUNE 2025	JUNE 2024
Registrations Received – Youth	361	359
Registrations Received – Adult	154	142
Classes/Programs Held	38	43
Revenue	\$36,081	\$33,832

PARK MAINTENANCE

TYPE OF MAINTENANCE	QUANTITY
Vandalism	2
Reactive Maintenance	3
PM Inspections & Services	20
Evening & Weekend Park Services	14

VISITORS TO AQUATIC CENTER & SPRAYGROUND

	JUNE 2025	JUNE 2024
Aquatic Center	7,493	7,502
Taylor Street Sprayground	2,966	2,307

FACILITY RENTALS

	JUNE 2025	JUNE 2024
Athletic Fields	7	8
Joyner Park Outdoor / Open Space	6	4
General Outdoor / Open Space	0	0
Picnic Shelters	4	7
Wake Forest Community House	16	12
Joyner Park Community Center	1	1
Flaherty Park Community Center	0	0
Alston-Massenburg Center	5	5

Planning

DEVELOPMENT SERVICES MONTHLY REPORT [VIEW](#)

ZONING VIOLATIONS DASHBOARD [VIEW](#)

Use Chrome, Firefox, Safari, or Edge to view the newsletter and/or the report.

CERTIFICATES OF APPROPRIATENESS

	JUNE 2025	JUNE 2024
COAs Received	0	0
COAs Approved	0	0

Police

KEY STATS

	JUNE 2025	JUNE 2024
Calls for Service	4,548	4,932
Vehicle Crashes	182	197

Public Works

Streets: Replaced 329 feet of sidewalk • Patched 54.68 Tons of asphalt, 18 patches • Repaired 14 storm boxes • Videoed 630 feet of pipe • Reshaped 350 feet of ditch line • Marked 4 graves, 1 headstone • Trimmed 1325 feet of tree canopy • Assisted with FNOW and Carnovoirs Reggie Forte retired in June.

Fleet: Fleet completed 252 work orders in June for a combined shop productivity average of 70% of billable hours. The 4 mechanics completed 50.2 combined hours of training. Fleet Mechanics attended a 3-day General Motors (GM) training seminar led by Keith Glasgow, Principal Specialist, Technical Product Training instructor. The Fleet staff attending included Chad Butler, Keith Trutt, Michael Ramey, and Wesley Hight. After successful completion, each received a certificate from GM.

Solid Waste: SW crews kept on schedule with routes even with extremely hot days and were safe Larry Harvey, Jr earned his Class A CDL Many litter kits went out to volunteers and much roadside trash was collected Budget was approved for a replacement rear-loader for 5616

Urban Forestry: Continuing pruning 2025 pruning cycle Obtained ISACEU's to maintain ISA memberships Assisted WF Power in line clearance

Admin: Delivered 29 new construction trash & recycle carts for the month of June; with a total of 668 new construction carts delivered for 1 July 24 to 30 June 25.

RECYCLING

	JUNE 2025	JUNE 2024
Volunteer Collected Litter	25	0
Volunteer Collected Recycling	25	0
Volunteer Hours	10	0
Volunteer Miles of Streets	0	0
Sections of Roads Cleaned (not miles)	1	0
Number of Creeks Cleaned	0	0
Number of Litter Kits Issued / Returned	10	2

SOLID WASTE

	JUNE 2025	JUNE 2024
New Construction Homes Added	29	69
New Cart Sets	29	69

CEMETERY

	JUNE 2025	JUNE 2024
Number of Plots Sold	0	0
Number of Niches Sold	0	0
Total Plots Available	0	0

Renaissance Centre for the Arts

EVENT & PROGRAM ATTENDANCE

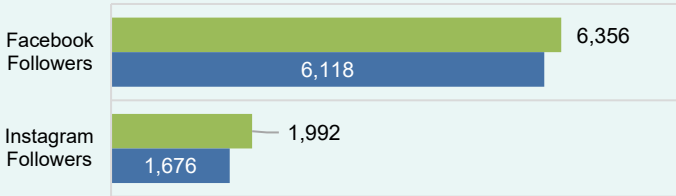
	JUNE 2025	JUNE 2024
Monthly In-Person Attendance	2,140	2,763
Virtual Views	2,906	4,445
Ticketed Events Held	7	1
Free Events Held	1	1

RENAISSANCE CENTRE BROCHURE

The link to the new brochure for the 25/26 Main Stage Performance series will be available in the July newsletter (which will be sent out in August).

SOCIAL ENGAGEMENT

■ JUNE-25 ■ JUNE-24



Highlights for June 2025 for the Renaissance Centre

- The Summer at the Centre series kicked off with a SOLD-OUT performance by The Embers, Featuring Craig Woolard.
- June marks the beginning of summer musical theater camps at the Renaissance Centre. The camps fill the grand hall with music, dancing, and laughter. The two-week-long camps end with a production of "Seussical, JR" complete with sets, props, and costumes. These young musical theater performers get the opportunity to learn new skills and experience the thrill of performing in a professional setting. On the final day of camp, they take the stage to show off what they've learned to their family and friends.
- Colorful new murals created by students from several Wake Forest schools have been installed at Taylor Street Park. These vibrant works of art showcase the creativity and talent of local students, adding a fresh burst of color and community pride to the park.
- The Centre celebrated Japan and its various art forms by hosting a special exhibit entitled "All About Anime" in the Arts Annex.

Wake Forest Power

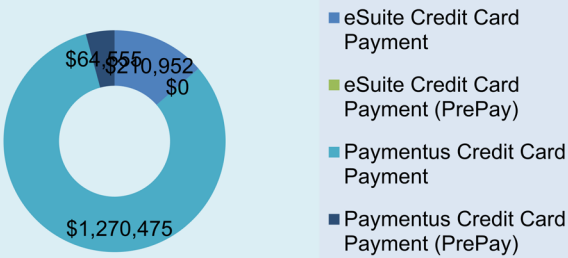
CUSTOMER SUMMARY

	JUNE 2025	JUNE 2024
Electric Meters/Customers	8,016	7,764
Pre-Pay Power Customers	406	463
H.O.P.E. Participants	42	44
N.C. GreenPower Participants	16	16

PAYMENTS RECEIVED

	JUNE 2025	JUNE 2024
eSuite Credit Card Payments	\$210,952	\$313,482
eSuite Credit Card Payments (Pre-Pay)	\$0	\$0
Paymentus CC Payments	\$1,270,475	\$1,121,933
Paymentus CC Payments (Pre-Pay)	\$64,555	\$74,189

PAYMENTS RECEIVED JUNE 2025



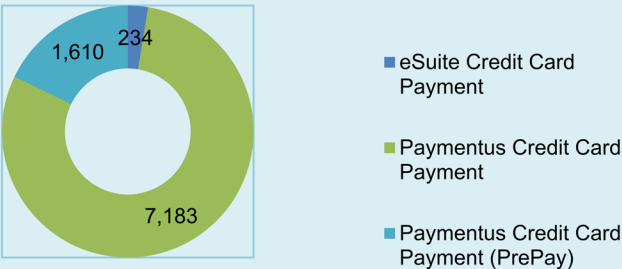
POWER OUTAGES

	JUNE 2025	JUNE 2024
Total Number of Customers Affected by Outages this Month	2,030	724
Average Number of Customers Affected per Outage	1,015	103

NUMBER OF TRANSACTIONS

	JUNE 2025	JUNE 2024
eSuite Credit Card Payments	234	440
Paymentus CC Payments	7,183	6,699
Paymentus CC Payments (Pre-Pay)	1,610	1,792

PAYMENTS RECEIVED JUNE 2025



Advisory Boards

Historic Preservation Commission

MEETINGS

Most recent meeting held 06/24/2025

Number of members in attendance: 5 out of 9

The Historic Preservation Commission met Ms. Keith "Kiki" Farish who has applied to serve on the HPC as the ETJ representative. She is the owner of Oakforest, a locally designated historic landmark, in the ETJ. The HPC voted unanimously to recommend Ms. Farish to serve as the ETJ representative. The HPC discussed the successful Juneteenth event.

Human Relations Council

MEETINGS

Most recent meeting held 06/26/2025

Number of members in attendance: 8 out of 10

Participated in Juneteenth events with the NECC - Saturday, June 21, 2025. Members continue preparing for Good Neighbor Day, set for Saturday, September 21, 2025.

Public Art Commission

MEETINGS

Most recent meeting held 06/26/2025

Number of members in attendance: 7 out of 11

Projects are securing sculpture for WFCOA, a Celebration of the Arts performer, new murals at Taylor St. Park, and the participation in Juneteenth celebration.

Parks, Recreation & Cultural Resources Advisory Board

MEETINGS

Most recent meeting held 06/23/2025

Number of members in attendance: 9 out of 12

National Trails Day 5k/3k (recap): Big success, no negative feedback, final count 333 participants. Unplugged: Group meeting to discuss the event Cultural Art Fair: Felicia scheduling meeting with work group Employee Appreciation Luncheon – July 25, 12noon @ Wake Forest Community House.

Technology Advisory

MEETINGS

Most recent meeting held 06/23/2025

Number of members in attendance: 7 out of 13

TAB held a debrief on the recent STEM Saturday event, sharing feedback and takeaways. We also talked about future topics and initiatives the advisory board plans to explore in upcoming meetings.

Urban Forestry Board

MEETINGS

Most recent meeting held 06/24/2025

Number of members in attendance: 3 out of 9

UFB met to discuss recruitment.



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-516-
Submitted by: Evelyn Wright
Submitting Department:
Meeting Date: July 15, 2025

Subject

Town of Wake Forest July Tax Report

Recommendation:

item Summary:

ATTACHMENTS:

- [July 2025 Tax Report.pdf](#)



Board of Commissioners
P.O. Box 550 • Raleigh, NC 27602

TEL 919 856 6180
FAX 919 856 5699

SUSAN P. EVANS, CHAIR
DON MIAL, VICE-CHAIR
VICKIE ADAMSON
SAFIYAH JACKSON
CHERYL STALLINGS
SHINICA THOMAS
TARA WATERS

July 8, 2025

Mr. Kip Padgett
Town Manager
Town of Wake Forest
301 S. Brooks Street
Wake Forest, North Carolina 27587

Dear Mr. Padgett:

The Wake County Board of Commissioners, in regular session on July 7, 2025, approved and accepted the enclosed tax report for the Town of Wake Forest.

The attached adopted actions are submitted for your review; no local board action is required.

Sincerely,

A handwritten signature in dark ink, appearing to read "Yvonne Gilyard", written over the printed name.

Yvonne Gilyard
Clerk to the Board
Wake County Board of Commissioners

WAKE COUNTY TAX ADMINISTRATION

05/01/2025 - 05/31/2025

Rebate Detail Report

WAKE FOREST

DATE 06/05/2025
TIME 3:10:51 PM

REBATE NUM	PROPERTY	SPEC DIST	CITY TAG	LATE LIST	BILLED INTEREST	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	BILLING YEAR	OWNER
BUSINESS ACCOUNTS											
918983	629.91	0	0.00	62.99	0.00	692.90	5/22/2025	0006967773	2024	2024	RETINA GROUP INC
SUBTOTALS FOR BUSINESS ACCOUNTS		0.00	0.00	62.99	0.00	692.90	692.90	1 Properties Rebated			
INDIVIDUAL PROPERTY ACCOUNTS											
919446	188.27	0	30.00	0.00	0.00	218.27	5/14/2025	0007051586	2025	2024	VAN SKIKE, JOAN ELLEN
921037	8.82	0	30.00	0.00	0.00	38.82	5/28/2025	0007038976	2025	2024	COCKERHAM, ROBERT GORDON
SUBTOTALS FOR INDIVIDUAL PROPERTY ACCOUNTS		0.00	60.00	0.00	0.00	257.09	257.09	2 Properties Rebated			
INDIVIDUAL REAL ESTATE ACCOUNTS											
919767	283.35	0	0.00	0.00	0.00	283.35	5/15/2025	0000420897	2024	2024	CUSHENETTE, ERIC COSMO
SUBTOTALS FOR INDIVIDUAL REAL ESTATE ACCOUNTS		0.00	0.00	0.00	0.00	283.35	283.35	1 Properties Rebated			
WILDLIFE BOAT ACCOUNTS											
918234	222.19	0	0.00	22.22	0.00	244.41	5/5/2025	0004190635	2024	2024	ONEAL, EVELYN SCOTT
919450	39.92	0	0.00	3.99	0.00	43.91	5/16/2025	0004208002	2024	2024	HEILMAN, JON PAUL
921036	43.89	0	0.00	0.00	0.00	43.89	5/28/2025	0004213604	2024	2024	MOORE, THOMAS JACOB
SUBTOTALS FOR WILDLIFE BOAT ACCOUNTS		0.00	0.00	26.21	0.00	332.21	332.21	3 Properties Rebated			
TOTAL FOR WAKE FOREST		0.00	60.00	89.20	0.00	1,565.55	1,565.55	7 Properties Rebated for the District City			
GRAND TOTAL		0.00	60.00	89.20	0.00	1,565.55	1,565.55	7 Properties Rebated for all Cities			
GRAND TOTAL		443.74	540.00	556.69	0.00	28,426.20	28,426.20	90 Properties Rebated for all Cities			



BOARD OF COMMISSIONERS AGENDA ITEM REPORT

Agenda Item No.: 2025-506-
Submitted by: Evelyn Wright
Submitting Department:
Meeting Date: July 15, 2025

Subject

Commissioner Reports

Recommendation:

item Summary:

ATTACHMENTS: