



Wake Forest Board of Commissioners
Meeting Agenda
April 16, 2024 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 ADA Coordinator [Mickey Rochelle](#) at 919-435-9455 or Town Clerk [Terry Savary](#) at 919-435-9432 as soon as possible, but no less than 48 hours before the scheduled event.

Cable & Online Broadcast of Board of Commissioners Meetings

All [Board of Commissioners](#) (BOC) meetings are broadcast live on [WFTV 10](#) beginning at 6 p.m. Meetings are also streamed 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 BOC 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 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 BOC regarding the item under consideration. Anyone wishing to address the BOC concerning a public hearing item should complete and submit the BOC Public Comment Form on the [Town website](#). 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. A designated speaker for a group will be allowed 10 minutes to speak. Only comments on a Public Hearing will be allowed during this time.

Public Comment

During the Public Comment period, anyone wishing to address the BOC concerning an issue or topic that is not a public hearing item or an agenda item should complete and submit the BOC 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. March 5, 2024 Work Session
March 19, 2024 Regular Meeting
[DraftBOCWSEMinutesMar202405.pdf](#)
[DraftBOCMinutesMar202419.pdf](#)

3.Presentations

- 3.A. Proclamation Recognizing May as "Building Safety Month"
[ProclamationBuildingSafetyMonthApril202416.pdf](#)
- 3.B. Proclamation Recognizing May 2024 as "National Bike Month"
[ProclamationRecognizingMayAsBikeMonthApr041624.pdf](#)
- 3.C. Proclamation Recognizing May 1, 2024 as "Global Love Day" in the Town of Wake Forest, NC
[ProclamationGlobalLoveDayApril202416.pdf](#)
- 3.D. Proclamation Commemorating the 30th Anniversary of Six Sundays in Spring
[ProclamationCommemorating30thAnniversarySixSundaysInSpringApril202416.pdf](#)
- 3.E. Proclamation Recognizing May 4, 2024 as "St. Baldrick's Day"
[ProclamationRecognizingSt.Baldrick'sDayApril202416.pdf](#)
- 3.F. Proclamation Recognizing April 22, 2024 as Earth Day in the Town of Wake Forest
[ProclamationEarthDayApril202416.pdf](#)
- 3.G. Proclamation Recognizing April 26, 2024 as Arbor Day in the Town of Wake Forest
[ProclamationArborDayApr202416.pdf](#)
- 3.H. Proclamation Recognizing May 5 through 11, 2024 as the "55th Annual Professional Municipal Clerks Week"
[Proclamation_MunicipalClerksWeekApril202416.pdf](#)

- 3.I. Proclamation Recognizing May 2, 2024 as "National Day of Prayer"
[Proclamation2024NationalDayOfPrayerApr202416.pdf](#)

- 3.J. Proclamation Recognizing May 2024 as "Mental Health Month"
[ProclamationMentalHealthMonthApr202416.pdf](#)

4.Public hearings / Public Comment

- 4.A. Public Hearing on a contiguous annexation submitted by property owners Elizabeth Hunt Holding and SW Capital LLC for property associated with the rezoning request RZ-22-07, located at 12621 and 12631 Capital Blvd being Wake County PINs 1831-85-3681 and 1831-85-5861 being approximately 5.54 acres.
[041624 BOC Agenda Summary AN-22-05.pdf](#)
[Attachment A Legal Descriptions.pdf](#)
[Attachment B Annexation Exhibit.pdf](#)
[Attachment C Contiguous Annexation Petitions.pdf](#)
[DRAFT ORDINANCE AN-22-05.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 Budget Ordinance Amendment # 3 for FY 2023-2024
[Budget Ordinance Amendment_summary.pdf](#)
[Budget Ordinance Amendment #3 FY 2023-2024.pdf](#)
- 5.B. Approval of resolution authorizing installment purchase agreement (FY 24 Equipment and Vehicles)
[Equipment and vehicles IPA resolution_summary.pdf](#)

[Analysis of proposals_results_4.2.2024.pdf](#)
[JPM - Town of Wake Forest - Installment Purchase Financing.pdf](#)
[Vehicles and Equipment RFP_FY 2023-2024.pdf](#)
[Resolution 2024 -xx JP Morgan IPA.doc](#)

- 5.C. Approval of resolution authorizing approval of renewal of five year agreement with Cherry Bekaert LLP for audit services
[Audit services contract _summary.pdf](#)
[Resolution 2024-xx five year extension Cherry Baekert_audit services.docx](#)
[Town of Wake Forest 6-30-24 Audit Eng Ltr - EL01.pdf](#)
- 5.D. Approval of a resolution to schedule the public hearing and certify the sufficiency for a petition requesting contiguous annexation submitted by property owners Eunice M Rogers Heirs for property associated with the rezoning request RZ-22-09, located at 3133 Burlington Mills Road and 8993 Ligon Mill Road being Wake County PINs 1749-00-7207 and 1749-00-6732 being approximately 9.55 acres.
[041624 BOC Agenda Summary AN-24-01.pdf](#)
[Attachment A Legal Descriptions.pdf](#)
[Attachment B Annexation Exhibit.pdf](#)
[Attachment C Contiguous Annexation Petitions.pdf](#)
[CERTIFICATE OF SUFFICIENCY .docx](#)
[DRAFT PUBLIC HEARING RESOLUTION.docx](#)
- 5.E. Approval of CEI Scope for FY22 Bond Project Dunn Creek Greenway Phases 3 and 4
[Agenda Summary_04162024.pdf](#)
[Attachment A_Resolution_CEI Services Dunn Creek Phases 3 and 4.docx](#)
[Attachment B_Proposed CEI Scope and Fee.pdf](#)
- 5.F. Approval of a resolution to formally designate Nick Nolte as the Town of Wake Forest's representative to the Upper Neuse River Basin Association (UNRBA)
[Agenda Summary_04162024.pdf](#)
[Attachment A_Resolution-UNRBA_Representation.docx](#)
- 5.G. Approval of Award of J. B. Flaherty Park Dam Improvement Construction to Morgan Corp.
[Agenda Summary_04022024.pdf](#)
[Attachment_A_2024-xx_Resolution \(5\).docx](#)
[Attachment B_Bid # 0005-2023 - Morgan Corp..pdf](#)
[Attachment C_Bid Tab - Bid 0005-2023.pdf](#)
- 5.H. Approval of Appointment to Citizen Advisory Board
[Resolution2024-XX TAB Youth Member.docx](#)
- 5.I. Approval of a resolution supporting NCDOT's decision to accept new portion of Averette Road Right-of-Way

[Attachment_A_BOC_Summary.pdf](#)

[Attachment_B_Resolution_Averette_Rd_Support.docx](#)

[Attachment_C_Resolution2024-06.pdf](#)

[Attachment_D_Exhibit_Averette.pdf](#)

6.Legislative Item

7.Planning Items

- 7.A. Consideration of a petition requesting contiguous annexation submitted by property owners Elizabeth Hunt Holding and SW Capital LLC for property associated with the rezoning request RZ-22-07, located at 12621 and 12631 Capital Blvd being Wake County PINs 1831-85-3681 and 1831-85-5861 being approximately 5.54 acres.

8.Administration and Financial Items

9.Public Services Items

10.Parks and Recreation Items

11.Public Safety Items

12.Other Business

- 12.A. Department Monthly Report

[March 2024 Monthly Report.pdf](#)

- 12.B. Wake County Tax Release

[WF-TAX-REPORT-APRIL-2024-BOC-MTG.pdf](#)

- 12.C. Commissioner Reports

- 12.D. Closed Session: 143-318.11(3) Consultation with the Town Attorney

13.Adjournment



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-125-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: April 16, 2024

SUBJECT

March 5, 2024 Work Session

March 19, 2024 Regular Meeting

Recommendation:

Item Summary:

ATTACHMENTS

- [DraftBOCWSEMinutesMar202405.pdf](#)
- [DraftBOCMinutesMar202419.pdf](#)



Wake Forest Board of Commissioners Work Session Meeting Minutes

The Wake Forest Board of Commissioners met on **Tuesday, March 5, 2024**, 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 Shackleford, 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 Allison Snyder
Town Attorney Hassan Kingsberry
Town Clerk Theresa Savary
Planning Director Courtney Tanner
Assistant Planning Director Jennifer Currin

Senior Planner Patrick Reidy
Finance Director Samantha Sanchez
CIP Manager Steve Meyers
Fire Chief Ron Early
Captain Brandon High
Captain Julius Jefferson

1. Presentations

- 1.1. Presentation of LEGISLATIVE CASE RZ-23-06, Star Road Tech Center, a rezoning filed by St. John Properties to rezone 30.35 acres located at 0 Star Road, being Wake County Tax PINs 1739-65-3709, 1739-55-8441, and 1739-65-4232 from Highway Business (HB) and Special Highway Overlay (SH1-O) to Highway Business Conditional District (HB-CD) and Special Highway Overlay (SH1-O).

Senior Planner Patrick Reidy provided an overview of Case RZ-23-06, Star Road Tech Center.

Mr. Reidy stated that the Planning Board recommended denial by a vote of 7-0 at their February 13, 2024 Planning Board Meeting. The Board found it inconsistent with the Comprehensive Plans and not in the best public interest, the applicant has chosen not to make any changes to Master Plan or rezoning conditions.

Mr. Reidy stated that staff recommends disapproval of the proposed conditional rezoning and finds it to be inconsistent with the Comprehensive Plan and in the public interest for the following reasons:

1. The proposed rezoning is inconsistent with the Future Land Use Plan in the Community Plan.
2. The proposed rezoning does not provide the construction of the CTP's backage road.
3. The proposed rezoning is inconsistent with the Commercial Development section in the Community Plan.
4. The proposed rezoning is inconsistent with the Community Character section in the Community Plan.
5. The proposed rezoning is inconsistent with the Commercial and Industrial Areas Plan for Capital Boulevard section in the Community Plan.

Commissioners Sliwinski, Clapsaddle, and Cross asked several questions regarding the uses of Light Industrial (LI) zoning, traffic, the U-5307 plan, proposed conditions, road connections and widening, traffic study, the traffic flow heading north and south, road improvements on Star Rd., thoroughfare classification, the property located at Via Fortunata Plaza, and the language used in relation to conditions such as open space and public art.

Commissioner Clapsaddle asked if there had been any discussions with the developer regarding the recommendation made after the initial review and briefing to the Planning Board. Mr. Reidy responded that the developer was aware of the issues raised by staff and the request was made to take it to the Planning Board and Board of Commissioners. However, staff acknowledged that there were still some outstanding issues that needed to be resolved.

Mayor Jones expressed that she did not find it problematic to have Light Industrial zoning in that area. Additionally, she asked Mr. Reidy about the road that leads to South

Forest Business Park, inquiring if it is considered a thoroughfare. In response, Mr. Reidy explained that Burlington Mills Rd. is a thoroughfare, whereas One World Way is not, as the park fronts on Burlington Mills Rd. Mayor Jones then asked if there was a thoroughfare going into Merritt Business Park, to which Mr. Reidy responded that Ligon Mill Rd. is the thoroughfare it fronts on, and the road on which Merritt Park is located is the driveway and not a thoroughfare.

Mayor Jones also asked if there was any artwork in Merritt Business Park, to which Mr. Reidy replied that there was none. She then inquired if the water lab on the City of Raleigh property near Star Rd. was being built, to which Mr. Reidy informed her that it was almost complete and that it did not require a rezoning as it was approved on a staff level on where and how it was built.

Mayor Jones inquired as to why a nightclub was not allowed. Mr. Reidy explained that most of the uses in the area were daytime uses and staff did not feel that a nightclub would be a good fit with the other proposed uses.

Commissioner Clapsaddle found it interesting that a nightclub was not allowed, but an indoor shooting range was allowed in an area that is adjacent to a church, school, and homes, which struck him as being a bit odd.

Commissioner Clapsaddle also noted that while he understands that other properties were zoned before the town's Comprehensive Plan or Unified Development Ordinance, it is not a reason to not take advantage and follow the guidance that's been laid out.

Mayor Jones asked if the Board had any other questions. No further questions were heard.

1.2. Presentation of the Toms Creek Watershed Study Ms. Kreiser provided an overview and results of the 2024 revaluation.

CIP Manager Steve Meyer introduced consultants Neal Bannerjee, Amy Black, and Cindy Lancaster with LJB Engineering.

Mr. Bannerjee and Ms. Lancaster provided an overview of the presentation on the Toms Creek Watershed Study that included the project background, watershed characteristics, study evaluation, study recommendations, and next steps.

Commissioner Cross asked whether infrastructure versus stream stabilization was done in a particular order and if doing that improved water quality. Mr. Bannerjee replied that sometimes they are intertwined and there's not necessarily an order.

Commissioner Cross asked if Brown Lake Dam was privately owned and whether the owner participates in repairs. Mr. Bannerjee replied it was still owned by the developer and the owner participates in repairs.

Commissioner Cross asked if the Deer Chase Wastewater Treatment Plant is affecting aquatic life. Ms. Lancaster replied that it may or may not affect aquatic habitat but what the state requires them to do is of public interest.

Mayor Jones asked if the Board had any other questions. No further questions were heard.

2. Discussion of Monthly Financial Report

2.1 Monthly Financial Report

Received.

3. Review of Draft Agenda for Upcoming Regular Meeting

3.1 Review of Draft Agenda for Upcoming Regular Meeting

The draft agenda was reviewed.

4. Other Business

No Other Business was presented.

5. Commissioner Reports

Commissioner Wright attended the Technology Advisory Board Meeting and shared that the STEM Event will be held on Saturday, April 27, 2024, from 10am to 2pm at Joyner Park Community Center.

Commissioner Shackleford attended the Holding Park Inclusive Playground Soft Opening and he'll attend the Wake Forest Downtown Business Meeting on Wednesday, March 6th.

Commissioner Cross attended the Holding Park Inclusive Playground Soft Opening, the Jackie Robinson: A Game Apart event at the Alston-Massenburg Center, and the Urban Forestry Board Meeting. She shared that the Forest Fest Event is scheduled on Saturday, April 20, 2024, from 9am to 2pm in Downtown Wake Forest.

Commissioner Clapsaddle attended the Holding Park Inclusive Playground Soft Opening and praised everyone who had a part in it. He also attended the Wake Forest

Film Festival and expressed his gratitude to the Renaissance Centre staff. He shared that there will be a Call for Artists for the mural in the Northeast Community at the Alston-Massenburg Center, and a Minority & Women-Owned Business Expo on Saturday, March 16, 2024, at Joyner Park, from 1pm to 4pm.

Commissioner Sliwinski attended the following events: the Holding Park Inclusive Playground Soft Opening and appreciated the staff's hard work for the park, the Wake Forest Film Festival, and congratulated staff at the Renaissance Centre for a successful event, the second public input session for the skate park. He shared that residents are invited to complete a brief skate park survey on the Town of Wake Forest website until March 10th. Community Outreach Manager Drew Brown is collecting applications for vendor advocates for the Mental Wellness Fair through mid-May. The fair will be held in September 2024. Commissioner Sliwinski shared that there is a free resource for people suffering from a mental health crisis, call 988 24/7.

Mayor Jones shared that NCDOT reported to CAMPO that they would conduct a study with the Toll Authority to determine if it would be feasible to develop Capital Blvd. as a freeway with toll funding. She said the study will begin later this month and will be finished this fall. If it's determined that it's feasible CAMPO and NCDOT will begin a public outreach. Chuck Lattuca with GoTriangle sent a letter to Secretary Buttigieg in support of the RAISE Grant that NCDOT is seeking for the mobility hub in Wake Forest. Mayor Jones toured WakeMed in Raleigh and shared that the WakeMed Office in Wake Forest is anticipated to open in the fall. She attended the Holding Park Inclusive Playground Soft Opening and the Wake Forest Film Festival. Mayor Jones shared she was interviewed by three college students who are taking a public policy class. She attended the Salute to Service Woman at the American Legion. Mayor Jones and Commissioner Clapsaddle went to a neighborhood gathering where they were celebrating the veterans that live in their neighborhood. She is serving on the Legislative Policy Committee for the NCLM and was asked to serve on the nominating committee.

Town Manager Padgett requested an update regarding Glen Royal Baptist Church from Planning Director Courtney Tanner. Ms. Tanner informed the board that Zoning Enforcement Officer Ben Coleman has been in communication with the church to reach an agreement regarding the noise level of the bell chimes. The church has agreed to reduce the volume, aiming to keep the noise under 70 decibels. Mayor Jones asked if the bells chime every hour. Ms. Tanner replied she didn't have an answer for that.

6. Adjournment

The Board of Commissioners adjourned the meeting at 7:28 p.m.

Duly approved in open session this 16th day of April 2024.

(ATTEST)

Vivian A. Jones, Mayor

Theresa Savary, Town Clerk

DRAFT



Wake Forest Board of Commissioners Meeting Minutes

The Wake Forest Board of Commissioners met on **Tuesday, March 19, 2024**, 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.

Mayor Jones led everyone in the Pledge of Allegiance.

Council Members Present: Mayor Vivian A. Jones, Commissioner Ben Clapsaddle, Commissioner Faith Cross, Commissioner Keith Shackleford, 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 Attorney Hassan Kingsberry
Town Clerk Theresa Savary
Planning Director Courtney Tanner
Assistant Planning Director Jennifer Currin
Finance Director Samantha Sanchez
Parks, Recreation & Cultural Resources Director Ruben Wall

Senior Planner Kari Grace
Planner II Emma Linn
Police Chief Jeff Leonard
Police Captain Julius Jefferson
Police Captain Brandon High
Police Captain Matthew May
Senior Police Officer Richard May

1. Approval of Agenda

ACTION:

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

Second: Commissioner Shackleford.

Vote: Motion carried 5-0.

2. Approval of Minutes

2.A. Approval of Minutes:

- February 6, 2024 Work Session
- February 20, 2024 Regular Meeting

ACTION:

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

Seconder: Commissioner Sliwinski.

Vote: Motion carried 5-0.

3. Presentations

3.A. Proclamation Recognizing April 11, 2024, as "PARKINSON'S DAY" in the Town of Wake Forest, NC

Mayor Jones read the proclamation into the record:

PROCLAMATION

RECOGNIZING APRIL 11, 2024 AS "PARKINSON'S DAY" IN THE TOWN OF WAKE FOREST, NORTH CAROLINA

WHEREAS, Parkinson's disease is a chronic, progressive, neurological disease and is the second most common neurodegenerative disease in the United States;

WHEREAS, Parkinson's disease is estimated to affect approximately one million people in the United States and the prevalence will rise to 1.2 million by 2030;

WHEREAS, 90,000 new people are diagnosed each year in the United States with Parkinson's disease;

WHEREAS, Parkinson's disease is the 14th leading cause of death in the United States according to the Centers for Disease Control and Prevention;

WHEREAS, there is an estimated 30,000 people living with Parkinson's disease in the State of North Carolina.

WHEREAS, it is estimated that the economic burden of Parkinson's disease is at least \$52 billion annually in the United States, including direct and indirect costs, treatment, and lost income, to patients and family members;

WHEREAS, research suggests the cause of Parkinson's disease is a combination of genetic and environmental factors, but the exact cause and progression of the disease is still unknown;

WHEREAS, there is no objective test for Parkinson's disease, and there is no cure or drug to slow or halt the progression of the disease;

WHEREAS, the symptoms of Parkinson's disease vary from person to person and can include tremors; slowness of movement and rigidity; difficulty with balance, swallowing, chewing, and speaking; cognitive impairment and dementia; mood disorders; and a variety of other non-motor symptoms;

WHEREAS, volunteers, researchers, caregivers, and medical professionals are working to improve the quality of life of persons living with Parkinson's disease and their families;

WHEREAS, increased research, education, and community support services are needed to find more effective treatments and to provide access to quality care to those living with the disease today;

NOW, THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest and the Board of Commissioners, do hereby proclaim April 11, 2024, as "PARKINSON DAY" in the Town of Wake Forest.

Mayor Jones presented the proclamation to Lauren Kehn.

3.B. Proclamation Recognizing March 29, 2024, as "Vietnam War Veterans Day"

Mayor Jones read the proclamation into the record:

**PROCLAMATION
RECOGNIZING MARCH 29, 2024 AS "VIETNAM WAR VETERANS DAY"
IN THE TOWN OF WAKE FOREST, NORTH CAROLINA**

WHEREAS, March 29th now known as National Vietnam War Veterans Day. The day was first proclaimed by President Barrack Obama in 2012, and President Donald Trump subsequently signed it into law in 2017.

WHEREAS, March 29, 2024, marks the 50th Anniversary of U.S. combat troops returning home and is a day to thank and honor all veterans who served in the war.

WHEREAS, the National Vietnam War lasted almost 20 years, spanning the period between November 1955 and April 1975 with nearly 3 million American soldiers serving in uniform in Vietnam, and more than 58,000 sacrificing their lives to protect our nation's freedom; and

WHEREAS, of the more than 700,000 veterans living in North Carolina, today more than 250,000 served in the Vietnam War; and

WHEREAS, North Carolina is proud and humbled to be the home of these brave veterans, who continue to serve our state as stellar citizen leaders in their workplaces, communities, homes, and churches; and

WHEREAS, Vietnam War Veterans Day is an opportunity to commemorate the 1,627 North Carolinians killed or missing in Vietnam, who made the ultimate sacrifice to protect and honor their home state and nation;

WHEREAS, the men and women who served North Carolina and the United States during the Vietnam War deserve the utmost respect and gratitude from their fellow Americans for their heroic and selfless actions;

NOW THEREFORE, I Vivian A. Jones, Mayor of the Town of Wake Forest, and the Board of Commissioners, do hereby proclaim March 29, 2024, as “VIETNAM WAR VETERANS DAY” in the Town of Wake Forest and commend its observance to all citizens.

Mayor Jones presented the proclamation to local Vietnam Veterans.

3.C. Resolution Recognizing Senior Police Officer Richard B. May on his Retirement

Mayor Jones read the resolution into the record:

RESOLUTION 2024-16
RESOLUTION OF APPRECIATION FOR THE SERVICES OF
Richard B. May

WHEREAS, Richard B. May was hired as a Police Officer I in April of 1999 and will have served as a sworn member of the Wake Forest Police Department for 25 years with a retirement date of April 1, 2024; and

WHEREAS, May achieved Police Officer II in April of 2001; and

WHEREAS, May was promoted to Police Sergeant in February of 2005; and

WHEREAS, May achieved Senior Police Officer in January of 2016; and

WHEREAS, May served in a variety of specialized positions including Field Training Officer, Impact Team Officer, and Community Resource Officer. May was awarded Crisis Intervention Officer of the Year in 2019 for Wake County; and

WHEREAS, May served unselfishly as a law enforcement officer for the good of the Town of Wake Forest, making sacrifices in personal and family ties;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, North Carolina, that Senior Police Officer Richard B. May is hereby officially commended by this Board on behalf of the citizens of Wake Forest for valuable and outstanding service rendered to the Town of Wake Forest Police Department in his official capacity.

BE IT FURTHER RESOLVED that this resolution be made a part of the permanent records of the Town of Wake Forest and that a copy of this resolution is presented to Richard B. May.

Mayor Jones presented the resolution to Senior Police Officer Richard B. May.

3.D. Wake Forest Downtown Plan: Houseal Lavigne (Consultant) Presentation

Assistant Planning Director Jennifer Currin introduced Nik Davis and Jack Carso with Houseal Lavigne.

Mr. Davis and Mr. Carso provided an update on the Wake Forest Downtown Plan, including the planning process, public engagement, vision statement, functional subareas, goals, and the next steps.

Commissioner Cross asked if there were any historic homes in the Brooks St. infill area. Ms. Currin explained that some of the structures along Brooks St. were likely over fifty years old, but they were outside of the National Register District. She also stated if these structures were to be redeveloped, Senior Planner for Historic Preservation Michelle Michael would look for documentation of their condition. Ms. Currin said that she was unaware of any locally designated landmarks in that corridor.

Commissioner Cross asked about the green space in the White Street extension area. Mr. Davis said that there are opportunities for more open space in that area by identifying different uses along White St. Ms. Currin added that the current Unified Development Ordinance (UDO) does not include looking at what amenities non-residential development should include. However, they are looking at those amenities that should be incorporated as non-residential in the Town's UDO.

Commissioner Cross also asked if they're considering where they can add public restroom facilities in that area. Ms. Currin deferred to Parks, Recreation & Cultural Resources Director Ruben Wall and his team.

Commissioner Clapsaddle expressed concern about parking and traffic on White St. and suggested that this issue should be tied in with the planning of the downtown project. Mr. Davis said that there are many different ways to park downtown and they will need some kind of balance in how they provide parking.

Commissioner Sliwinski mentioned the new S-Line Rail option that is coming up in downtown and updating the public transportation options. He asked if these changes would require a different approach to some of the areas that will now be easier to access without having to park. Mr. Davis responded that the downtown plan should provide guidance on the matter, whichever way it goes.

4. Public hearings / Public Comment

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|---|
| 4.A. Public Hearing on LEGISLATIVE CASE RZ-23-06, Star Road Tech Center, a rezoning filed by St. John Properties to rezone 30.35 acres located at 0 Star Road, being Wake County Tax PINs 1739-65-3709, 1739-55-8441, and 1739-65-4232 from Highway Business (HB) and Special Highway Overlay (SH1-O) to Highway Business Conditional District (HB-CD) and Special Highway Overlay (SH1-O). |
|---|

Senior Planner Patrick Reidy stated that the applicant requested a continuance to the April 16, 2024, Board of Commissioners Meeting. However, due to time constraints, staff requested that the continuance be to the May 21, 2024, Board Meeting.

Mayor Jones opened the Public Hearing for Legislative Case RZ-23-06, Star Road Tech Center.

ACTION:

Mover: Commissioner Wright moved to approve the continuance of Case RZ-23-06, Star Road Tech Center to the May 21, 2024, Board of Commissioners Meeting.

Seconder: Commissioner Clapsaddle.

Vote: Motion carried 5-0.

The following citizens provided public comment:

- Janice Davis, 1009 Lightfoot Ct., Wake Forest, NC 27587 expressed concerns regarding the traffic bottleneck on the road, considering the uncertainty of U-5307 Capital Blvd., and interested in the progress of the backage road.
- Margaret Watkins, 407 Belmellen Ct., Wake Forest, NC 27587 suggested increasing the buffer between the stormwater pond and the riparian buffer. She also suggested that the applicant and staff know who the tenants are for those buildings.

Mayor Jones asked if anyone else would like to speak. No one came forward to speak.

4.B. Public Hearing to receive public input for the FY 2024-2025 Annual Operating Budget

Mayor Jones asked if anyone would like to speak. No one came forward to speak.

Mayor Jones said hearing none, she declared the public hearing closed.

4.C. 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

The following citizens provided comment:

- Johnny Whitfield, 962 Laurel Mill Rd., Louisburg, NC 27549 invited the board to attend the 2nd Annual Cars & Carnivore Street Festival in Downtown Wake Forest on Saturday, March 23rd from 10 am to 4 pm. Mr. Whitfield said they hold

this event, in part, to raise money to pay off medical debt for cancer patients in Wake Forest.

- Janice Davis, 1009 Lightfoot Ct., Wake Forest, NC 27587 said the board approved a reduced speed limit from 45 mph down to 35 mph on a portion of Ligon Mill Rd., but the speed limit signs have not been updated yet.

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 Resolution to Accept Streets into the Town of Wake Forest Street System for Maintenance.

[Filed in the Clerk's Office as Resolution 2024-19.]

- 5.B. Approval of a resolution to schedule the public hearing and certify the sufficiency for a petition requesting contiguous annexation submitted by property owners Elizabeth Hunt Holding and SW Capital LLC for property associated with the rezoning request RZ-22-07, located at 12621 and 12631 Capital Blvd being Wake County PINs 1831-85-3681 and 1831-85-5861 being approximately 5.54 acres.

[Filed in the Clerk's Office as Resolution 2024-18.]

- 5.C. Approval of a Resolution to surplus the badge and service weapon carried by Senior Police Officer Richard May

[Filed in the Clerk's Office as Resolution 2024-17.]

- 5.D. Approval of Housing Initiatives Special Revenue Fund

[Filed in the Clerk's Office as Ordinance 2024-07.]

- 5.E. Approval of Ordinance Codification for the Town's Code of Ordinances, Supplement 17

[Filed in the Clerk's Office as Ordinance 2024-06.]

ACTION:

Mover: Commissioner Wright moved to approve the consent agenda as presented.

Second: Commissioner Sliwinski.

Vote: Motion carried 5-0.

6. Legislative Items

No Legislative Items presented.

7. Planning Items

- 7.A. Consideration of LEGISLATIVE CASE RZ-23-06, Star Road Tech Center, a rezoning filed by St. John Properties to rezone 30.35 acres located at 0 Star Road, being Wake County Tax PINs 1739-65-3709, 1739-55-8441, and 1739-65-4232 from Highway Business (HB) and Special Highway Overlay (SH1-O) to Highway Business Conditional District (HB-CD) and Special Highway Overlay (SH1-O).

Case RZ-23-06, Star Road Tech Center was continued to May 21, 2024.

8. Administration and Financial Items

No Administration and Financial Items presented.

9. Public Services Items

No Public Service Items presented.

10. Parks and Recreation Items

- 10.A. Update on the Renovation of Flaherty Park Field #2

Ruben Wall, the Director of Parks, Recreation & Cultural Resources, provided an update on the renovation of Flaherty Park Field #2. He stated that the project is progressing well, with the removal of the sidewalks, bleachers, dugout, fencing, and modification of the irrigation system to avoid conflicts with site improvements. He also stated that the work on the field is still ongoing.

11. Public Safety Items

No Public Safety Items presented.

12. Other Business

12.A. Department Monthly Report

Received.

12.B. Wake County Tax Release

Received.

12.C. Commissioner Reports

Commissioner Sliwinski attended the Comic Book & Toy Expo at Flaherty Park Community Center. He invited the community to attend the following events: the Easter Egg Extravaganza at Joyner Park on Saturday, March 23rd from 11:30 am to 1:30 pm, the Easter Egg Hunt for children with special needs from 10 am to 10:30 am, Cars & Carnivore Street Festival in downtown Wake Forest on Saturday, March 23rd, and the Memorial Flag Raising Ceremony scheduled for Monday, April 1st at 11 am at Town Hall.

Commissioner Clapsaddle thanked Zoning Enforcement Officer Ben Coleman and shared that the Minority & Women-Owned Business Expo was a great event. He attended the Historic Marker Unveiling. He thanked Planning Director Courtney Tanner and her staff, and he also thanked staff for recognizing the veterans.

Commissioner Cross attended the Historic Marker Unveiling and the Minority & Women-Owned Business Expo. She recognized Contracts & Procurement Specialist Hollie Aldridge for earning her Certified Local Government Purchasing Officer accreditation. She also recognized Lt. Aaron Bitting for receiving the Axon Training's Leadership Award.

Commissioner Shackleford had no report.

Commissioner Wright shared that the STEM Event is on Saturday, April 27th from 10 am to 2 pm. Friday Night on White kicks off on Friday, April 12th, and Forest Fest is on Saturday, April 20th. The Cars & Carnivore Street Festival is planned for Saturday, March 23rd in Downtown Wake Forest. Commissioner Wright expressed his appreciation for the Cars & Carnivore Street Festival and loves all they are doing to help pay off medical debt for cancer patients in Wake Forest. He also expressed his willingness to support the cause in any way possible.

Mayor Jones spoke about the CAMPO safety study for the CAMPO region and the possibility of a similar safety study for their community. She also discussed affordable

housing issues with Wake County Commissioners and thanked Parks & Recreation for organizing the Comic Book & Toy Expo. Furthermore, she expressed her gratitude towards the Human Relations Council for their work on the Minority & Women-Owned Business Expo. She also attended the Women's Day Service at Olive Branch Baptist Church and the Historic Marker Unveiling.

Town Manager Padgett acknowledged Lamar Minter, a Construction Inspector Supervisor, who came up with the idea of the Minority & Women-Owned Business Expo.

12.D. Closed Session: To prevent the disclosure of information that is privileged or confidential or is not of public record, N.C.G.S. § 143-318.11(a)(1)

ACTION:

Mover: Commissioner Wright moved to go into closed session at 7:23 p.m.

Second: Commissioner Sliwinski.

Vote: Motion carried 5-0.

The Board reconvened to open session at 7:32 p.m.

13. Adjournment

ACTION:

Mover: Commissioner Wright moved to adjourn at 7:33 p.m.

Second: Commissioner Clapsaddle.

Vote: Motion carried 5-0.

Duly approved in open session this 16th day of April 2024.

(ATTEST)

Vivian A. Jones, Mayor

Theresa Savary, Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-1-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: April 16, 2024

SUBJECT

Proclamation Recognizing May as "Building Safety Month"

Recommendation:

Item Summary:

ATTACHMENTS

- [ProclamationBuildingSafetyMonthApril202416.pdf](#)



TOWN of WAKE FOREST

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

www.wakeforestnc.gov

PROCLAMATION BUILDING SAFETY MONTH – MAY 2024

WHEREAS, the Town of Wake Forest, North Carolina is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

WHEREAS, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

WHEREAS, "Mission Possible," the theme for Building Safety Month 2024, encourages us all to raise awareness about building safety on a personal, local and global scale, and;

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest, and the Board of Commissioners do hereby proclaim the month of May 2024 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

This the 16th day of April 2024.

Attest:



Town Clerk

Mayor



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-39-
Submitted by: Emma Linn
Submitting Department: Planning
Meeting Date: April 16, 2024

SUBJECT

Proclamation Recognizing May 2024 as "National Bike Month"

Recommendation:

Item Summary:

ATTACHMENTS

- [ProclamationRecognizingMayAsBikeMonthApr041624.pdf](#)



TOWN of WAKE FOREST

301 S. Brooks Street
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t 919.435.9400

www.wakeforestnc.gov

PROCLAMATION RECOGNIZING MAY AS NATIONAL BIKE MONTH

WHEREAS, the bicycle is a viable and environmentally sound form of transportation and an excellent form of recreation; and

WHEREAS, bicycling is an inexpensive form of travel that can be utilized by all ages; and

WHEREAS, creating bicycle-friendly communities improves health, well-being, and quality of life, to boost community spirit, to improve traffic safety, and to reduce pollution and congestion; and

WHEREAS, the education of bicyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all road users; and

WHEREAS, bicycling activities and attractions have great potential to have a positive impact on Wake Forest's economy and tourism by making the town an attractive place for businesses and residents who enjoy the out of doors and healthy lifestyles; and

WHEREAS, the Town of Wake Forest has over fourteen miles of greenway trails that span across the entire Town and provide a safe place for residents and visitors of all ages to enjoy and explore; and

WHEREAS, May has been declared National Bike Month by the League of American Bicyclists since 1956; and

WHEREAS, Bike to Work Day is always the third Friday in May and the Annual Wake Forest Bicycle Safety Rodeo will take place at Meet in the Street this May; and

NOW, THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest and the Board of Commissioners on behalf of the Wake Forest Planning Department, hereby proclaim May 2024 as NATIONAL BIKE MONTH in the Town of Wake Forest.

This the 16th day of April 2024.

Attest:

Town Clerk



Mayor



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-42-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: April 16, 2024

SUBJECT

Proclamation Recognizing May 1, 2024 as "Global Love Day" in the Town of Wake Forest, NC

Recommendation:

Item Summary:

ATTACHMENTS

- [ProclamationGlobalLoveDayApril202416.pdf](#)



TOWN of
WAKE FOREST

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

www.wakeforestnc.gov

PROCLAMATION

*RECOGNIZING MAY 1, 2024 AS "GLOBAL LOVE DAY"
IN THE TOWN OF WAKE FOREST, NC*

WHEREAS, GLOBAL LOVE DAY will establish a worldwide focus towards "unconditionally loving each other as we love ourselves."

WHEREAS, We are One Humanity on this planet; All life is interconnected and interdependent; All share in the Universal bond of love;

WHEREAS, Love begins with self-acceptance and forgiveness; with respect and compassion we embrace diversity; Together we make a difference through love;

WHEREAS, The Love Foundation, Inc. invites mankind to declare May 1, 2024, as "GLOBAL LOVE DAY", a day of forgiveness and unconditional love. GLOBAL LOVE DAY will act as a model for all of us to follow, each and every day.

NOW, THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest and the Board of Commissioners, hereby dedicate and proclaim May 1, 2024 as "GLOBAL LOVE DAY" in Wake Forest and invite all citizens to observe this day.

This the 16th day of April 2024.

Attest:

Mayor

Town Clerk





Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-45-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: April 16, 2024

SUBJECT

Proclamation Commemorating the 30th Anniversary of Six Sundays in Spring

Recommendation:

Item Summary:

ATTACHMENTS

- [ProclamationCommemorating30thAnniversarySixSundaysInSpringApril202416.pdf](#)



TOWN of
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PROCLAMATION

*COMMEMORATING THE 30TH ANNIVERSARY OF
SIX SUNDAYS IN SPRING 2024*

WHEREAS, ARTS Wake Forest (AWF) has produced the concert series, “Six Sundays in Spring” annually since 1994; and

WHEREAS, the 30th anniversary series is scheduled to begin at E. Carroll Joyner Park in Wake Forest on April 28, 2024, at 5:00 p.m. and will continue for six Sundays through June 2, 2024; and

WHEREAS, Six Sundays in Spring concerts bring together thousands of people of all ages to enjoy a variety of live music in an outdoor setting; and

WHEREAS, a partnership between ARTS Wake Forest and the Town of Wake Forest makes the series possible;

NOW, THEREFORE, I, Vivian A. Jones, Mayor of Wake Forest, and the Board of Commissioners do hereby proclaim Sunday, April 28, 2024, as “Six Sundays in Spring Day” in the Town of Wake Forest, North Carolina, and call upon all citizens of Wake Forest to support the concert series.

This the 16th day of April 2024.

Attest:

Mayor

Town Clerk





Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-108-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: April 16, 2024

SUBJECT

Proclamation Recognizing May 4, 2024 as "St. Baldrick's Day"

Recommendation:

Item Summary:

ATTACHMENTS

- [ProclamationRecognizingSt.Baldrick'sDayApril202416.pdf](#)



TOWN of
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PROCLAMATION

*RECOGNIZING ST. BALDRICK'S DAY
MAY 4, 2024*

WHEREAS in 2000, the very first ever St. Baldrick's head-shaving event took place in New York City with 17 people shaving their heads to raise funds for the most promising childhood cancer research. Since becoming an independent charity in 2005, the St. Baldrick's Foundation has granted more than \$342 million to support the best research just for kids, making it the largest private funder of childhood cancer research grants worldwide; and

WHEREAS in 2008, the first St. Baldrick's head-shaving event in Wake Forest was organized by community volunteers and staff at O'Dwyers Irish Pub. Participants and attendees came together in this unique fundraising event to raise funds for childhood cancer research and to give kids the healthy childhoods they deserve; and

WHEREAS for the 17th consecutive year, this amazing community has continued to organize and support the St. Baldrick's Foundation – raising over \$1.4 MILLION and counting for lifesaving research; and

WHEREAS since 2005 the St. Baldrick's Foundation has awarded more than \$15 million to North Carolina institutions including the University of North Carolina at Chapel Hill and Duke University Medical Center.

NOW, THEREFORE, I, Vivian A. Jones, Mayor of Wake Forest, and the Board of Commissioners do hereby proclaim May 4, 2024 as

"ST. BALDRICK'S DAY"

In the Town of Wake Forest, North Carolina and urge citizens to support the activities planned for this event.

This the 16th day of April 2024.

Attest:

Town Clerk



Mayor



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-123-

Submitted by: Jeanette Johnson

Submitting Department: Public Works

Meeting Date: April 16, 2024

SUBJECT

Proclamation Recognizing April 22, 2024 as Earth Day in the Town of Wake Forest

Recommendation:

Acknowledge content of proclamation and proclaim April 22, 2024 as Earth Day in the Town of Wake Forest

Item Summary:

ATTACHMENTS

- [ProclamationEarthDayApril202416.pdf](#)



TOWN of WAKE FOREST

301 S. Brooks Street
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t 919.435.9400
www.wakeforestnc.gov

PROCLAMATION

DESIGNATING APRIL 22, 2024 AS EARTH DAY IN THE TOWN OF WAKE FOREST

WHEREAS, April 22, 2024, marks 54 years of worldwide Earth Day celebrations where the first Earth Day in 1970 recognized the importance of every person in preserving our natural resources;

WHEREAS, all life forms on Earth have a right to a healthy, sustainable environment and, as caretakers of the planet, we all have an obligation to change human behaviors that contribute to environmental degradation to preserve the Earth's beauty and natural resources; and

WHEREAS, this obligation extends not only to today's caretakers but also to future generations of environmental caretakers who will inherit the planet from us; and

WHEREAS, Wake Forest is fortunate to have a 561 acres of parks, open space, natural land and trails which enrich the lives of both residents, visitors, and wildlife and provides habitat for various flora and fauna, natural resources, and many diverse recreational opportunities; and

WHEREAS, many local community members, schools, businesses, and environmental organizations are working together to inspire intergenerational participation through local actions and global environmental consciousness; and

WHEREAS, the Town of Wake Forest will continue to advocate for Earth Day and will continue to support and educate about environmental awareness, natural resource conservation, wildlife conservation, sustainable practices, and more related to the wellbeing of our planet.

NOW, THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest, and the Board of Commissioners do hereby proclaim April 22, 2024, as Earth Day in the Town of Wake Forest, and I encourage all citizens to become engaged in local and global efforts to help improve and protect our environment for all living beings.

This the 16th day of April 2024.

Attest:

Town Clerk



Mayor



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-124-

Submitted by: Jeanette Johnson

Submitting Department: Public Works

Meeting Date: April 16, 2024

SUBJECT

Proclamation Recognizing April 26, 2024 as Arbor Day in the Town of Wake Forest

Recommendation:

Acknowledge content of proclamation and proclaim April 26, 2024 as Arbor Day in the Town of Wake Forest.

Item Summary:

ATTACHMENTS

- [ProclamationArborDayApr202416.pdf](#)



TOWN of WAKE FOREST

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www.wakeforestnc.gov

PROCLAMATION ARBOR DAY

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

WHEREAS, trees in our Town increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, the Town of Wake Forest has been recognized as a Tree City USA for 46 consecutive years by the National Arbor Day Foundation and desires to continue its tree planting tradition.

NOW, THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest, and the Board of Commissioners do hereby proclaim Friday, April 26, 2024 as ARBOR DAY in the Town of Wake Forest, and I urge all citizens to support efforts to protect our trees and woodlands and to support our Town's urban forestry program; and

FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

This the 16th day of April 2024.

Attest:

Town Clerk



Mayor



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-131-

Submitted by: Candace Davis

Submitting Department: Administration

Meeting Date: April 16, 2024

SUBJECT

Proclamation Recognizing May 5 through 11, 2024 as the "55th Annual Professional Municipal Clerks Week"

Recommendation:

Item Summary:

ATTACHMENTS

- [Proclamation_MunicipalClerksWeekApril202416.pdf](#)



PROCLAMATION

RECOGNIZING THE WEEK OF MAY 5 – MAY 11, 2024 AS THE 55th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Vivian Jones, Mayor of the Town of Wake Forest and the Board of Commissioners, do recognize the week of May 5 through May 11, 2024, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Town Clerk Theresa Savary and Deputy Town Clerk Ella Dowtin and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

This the 16th day of April 2024.

Attest:

Town Clerk



Mayor



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-132-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: April 16, 2024

SUBJECT

Proclamation Recognizing May 2, 2024 as "National Day of Prayer"

Recommendation:

Item Summary:

ATTACHMENTS

- [Proclamation2024NationalDayOfPrayerApr202416.pdf](#)



TOWN of
WAKE FOREST

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PROCLAMATION
NATIONAL DAY OF PRAYER

MAY 2, 2024

WHEREAS, civic prayers and national days of prayer have a long and venerable history in our constitutional republic, dating back to the First Continental Congress in 1775; and

WHEREAS, the Declaration of Independence, our first statement as Americans of national purpose and identity, made the Laws of Nature and Nature's God the foundation of our United States of America and asserted that people have inalienable rights that are God-given; and

WHEREAS, the Supreme Court has affirmed the right of state legislatures to open their sessions with prayer and the Supreme Court and the U. S. Congress themselves begin each day with prayer; and

WHEREAS, in 1988, legislation setting aside the first Thursday of May in each year as a National Day of Prayer was passed unanimously by both Houses of Congress and signed by President Ronald Reagan; and

WHEREAS, the National Day of Prayer is an opportunity for Americans of all faiths to join in united prayer to acknowledge our dependence on God, to give thanks for blessings received, to request healing for wounds endured, and to ask God to guide our leaders and bring wholeness to the United States and her citizens; and

WHEREAS, it is fitting and proper to give thanks to God by observing a day of prayer in the Town of Wake Forest when all may acknowledge our blessings and express gratitude for them while recognizing the need for strengthening religious and moral values in our State and nation; and

NOW, THEREFORE, I, Vivian A. Jones, Mayor of Wake Forest, and the Board of Commissioners do hereby proclaim Thursday, May 2, 2024, as "**A DAY OF PRAYER IN WAKE FOREST**" and urge all citizens of Wake Forest to observe the day in ways appropriate to its importance and significance.

This the 16th day of April 2024.

Attest:

Town Clerk



Mayor



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-137-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: April 16, 2024

SUBJECT

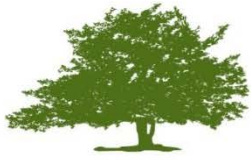
Proclamation Recognizing May 2024 as "Mental Health Month"

Recommendation:

Item Summary:

ATTACHMENTS

- [ProclamationMentalHealthMonthApr202416.pdf](#)



TOWN of
WAKE FOREST

301 S. Brooks Street
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**PROCLAMATION
RECOGNIZING MAY 2023 AS “MENTAL HEALTH MONTH”**

WHEREAS, there is a proven connection between good mental health and overall personal health, and mental illnesses affect almost every family in America; and

WHEREAS, people with mental illnesses recover if given the necessary services and support in their communities, and people with mental illnesses make important contributions to our families and our communities; and

WHEREAS, millions of adults and children are disabled by mental illnesses every year only one out of two people with a serious form of mental illness seeks treatment for his or her mental illness; and

WHEREAS, stigma and fear of discrimination keep many who would benefit from mental health services from seeking help, research shows that the most effective way to reduce stigma is through personal contact with someone with a mental illness; and

WHEREAS, good mental health is critical to the well-being of our families, communities, schools, and businesses, greater public awareness about mental illnesses can change negative attitudes and behaviors toward people with mental illnesses;

NOW, THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest, and the Board of Commissioners do hereby proclaim the month of May 2024 as “**MENTAL HEALTH MONTH**”. As the Mayor of the Town of Wake Forest, I also call upon all Town of Wake Forest citizens, government agencies, public and private institutions, businesses, and schools to recommit our community to increasing awareness and understanding of mental illnesses, reducing stigma and discrimination, and promoting appropriate and accessible services for all people with mental illnesses.

This the 16th day of April 2024.

Attest:

Town Clerk



Mayor



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-207-
Submitted by: Emma Linn
Submitting Department: Planning
Meeting Date: April 16, 2024

SUBJECT

Public Hearing on a contiguous annexation submitted by property owners Elizabeth Hunt Holding and SW Capital LLC for property associated with the rezoning request RZ-22-07, located at 12621 and 12631 Capital Blvd being Wake County PINs 1831-85-3681 and 1831-85-5861 being approximately 5.54 acres.

Recommendation:

Item Summary:

ATTACHMENTS

- [041624 BOC Agenda Summary AN-22-05.pdf](#)
- [Attachment A Legal Descriptions.pdf](#)
- [Attachment B Annexation Exhibit.pdf](#)
- [Attachment C Contiguous Annexation Petitions.pdf](#)
- [DRAFT ORDINANCE AN-22-05.docx](#)

Agenda Item: Public Hearing on a contiguous annexation submitted by property owners Elizabeth Hunt Holding and SW Capital LLC for property associated with the rezoning request RZ-22-07, located at 12621 and 12631 Capital Blvd being Wake County PINs 1831-85-3681 and 1831-85-5861 being approximately 5.54 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 Amavi Wake Forest, RZ-22-07.

On March 19th, 2024, 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 Descriptions AN-22-05
Attachment B Annexation Map AN-22-05
Attachment C Contiguous Annexation Petitions AN-22-05
Draft Ordinance

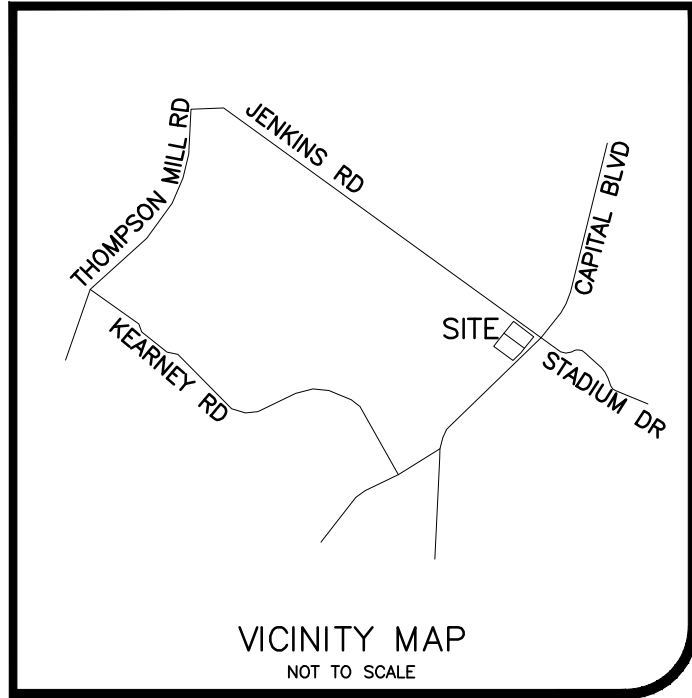
TRACT 3 DESCRIPTION

BEGINNING AT AN IRON PIPE IN THE SOUTHWESTERN LINE OF EMILY H. AND WILLIAM P. ANDREWS PROPERTY, HAVING THE NC GRID NAD83 COORDINATE OF N: 815858.57, E: 2138314.01; THENCE N 38°40'11" E A DISTANCE OF 265.23 FEET TO A POINT; THENCE S 52°57'32" E A DISTANCE OF 441.19 FEET TO AN IRON PIPE; THENCE S 38°58'53" W A DISTANCE OF 260.36 FEET TO AN IRON PIPE; THENCE N 53°35'58" W A DISTANCE OF 439.94 FEET TO AN IRON PIPE, BEING THE POINT OF BEGINNING. CONTAINING AN AREA OF 115698 SQUARE FEET OR 2.66 ACRES.

TRACT 4 DESCRIPTION

BEGINNING AT AN IRON PIPE IN THE SOUTHWESTERN LINE OF EMILY H. AND WILLIAM P. ANDREWS PROPERTY, HAVING THE NC GRID NAD83 COORDINATE OF N: 815858.57, E: 2138314.01; THENCE S 53°35'58" E A DISTANCE OF 439.94 FEET TO AN IRON PIPE; THENCE S 39°04'55" W A DISTANCE OF 96.66 FEET TO A RIGHT OF WAY DISK; THENCE S 44°41'52" W A DISTANCE OF 195.27 FEET TO A POINT; THENCE N 53°35'48" W A DISTANCE OF 418.66 FEET TO AN IRON PIPE; THENCE N 38°35'10" E A DISTANCE OF 119.63 FEET TO AN IRON PIPE; THENCE N 38°42'29" E A DISTANCE OF 170.36 FEET TO AN IRON PIPE, BEING THE POINT OF BEGINNING. CONTAINING AN AREA OF 125344 SQUARE FEET OR 2.88 ACRES.

I:\Projects\MCR\MC21001\02-Geomatics\Survey\Plats\MCR21001-AN1.dwg, 6/14/2022 10:01:45 AM, Jake Sayer



I, RONALD T. FREDERICK, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED DESCRIPTION RECORDED IN BOOK AND PAGE (AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AND DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE (AS SHOWN); THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 97,299.; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I HEREBY CERTIFY THAT THIS PLAT IS OF THE FOLLOWING TYPE:
G.S. 47-30 (f)(1)(c)(1). THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS

_____ DAY OF _____, A.D. 2022.

RONALD T. FREDERICK PLS L-4720

ANNEXATION MAP: AN-22-05, AMAVI WAKE FOREST
5.54± ACRES
TOWN OF WAKE FOREST
FULFILLS REQUIREMENTS OF N.C.G.S. 160A-29
ORDINANCE # _____
ADOPTED: _____
EFFECTIVE DATE OF ANNEXATION: _____

I, THERESA SAVARY, TOWN CLERK, TOWN OF WAKE FOREST, NORTH CAROLINA CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF ANNEXATION ADOPTED THE _____ DAY OF _____, 2022, BY THE WAKE FOREST BOARD OF COMMISSIONERS. I SET MY HAND AND SEAL OF THE TOWN OF WAKE FOREST,

_____, 2022.

THERESA SAVARY

PIN:1831756220
WAKE FOREST PRESBYTERIAN CHURCH
DB. 6114, PG. 848

TRACT 1
E HUNT III LLC
PIN:1831764251
DB. 10610, PG. 2694

TRACT 2
EMILY H AND WILLIAM P. ANDREWS
PIN:1831852918
1121 JENKINS ROAD
DB. 5319, PG. 145
BM. 1992, PG. 446

P.O.B.
N: 815858.57
E: 2138314.01
"IRON PIPE"

TRACT 4
ELIZABETH HUNT HOLDINGS
PIN:1831853681
12621 CAPITAL BOULEVARD
DB. 18496, PG. 2730
(3.13 AC.)
BM. 1984, PG. 758
125,344 S.F. OR 2.88 AC.

PIN:1831759291
WAKE FOREST PRESBYTERIAN CHURCH
DB. 5547, PG. 071
PB. 1991, PG. 040

PIN:1831865623
ERIC T AND JONI RAE PORTER
DB. 18776, PG. 2304
PB. 1991, PG. 1171

10' PRIVATE SEWER EASEMENT
BM. 1994, PG. 1804
DB. 6603, PG. 839

TRACT 3
SW CAPITAL LLC
PIN:1831855861
12631 CAPITAL BOULEVARD
DB. 12623, PG. 2538
(3.14 AC.)
BM. 1984, PG. 758
115,698 S.F. OR 2.66 AC.

VARIABLE WIDTH PERMANENT
DRAINAGE EASEMENT
DB. 4975, PG. 946

15' RIGHT OF WAY EASEMENT
DB. 5445, PG. 389

PIN:1831867140
STATE EMPLOYEES CREDIT UNION
DB. 9850, PG. 2268
PB. 2005, PG. 550

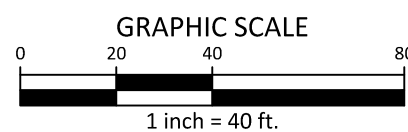
TOB 1
VARIABLE WIDTH PUBLIC R/W
D.B. 1084, PG. 101
D.B. 5285, PG. 331

CONTIGUOUS
ANNEXATION AREA
5.54 ACRES



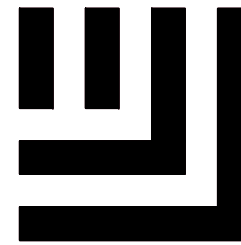
GENERAL NOTES

1. THIS IS A SURVEY OF AN EXISTING PARCEL(S) OF LAND. THIS IS AN ANNEXATION EXHIBIT.
2. BEARINGS FOR THIS SURVEY ARE BASED ON NC NAD83.
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. ZONING: GR3
5. AREA BY COORDINATE GEOMETRY.
6. FLOOD NOTE: A PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "Ae" AS DEFINED BY F.E.M.A F.I.R.M COMMUNITY PANEL #3720183100J DATED MAY 02, 2006. THE REMAINDER IS LOCATED IN ZONE "X" AS DEFINED BY F.E.M.A F.I.R.M COMMUNITY PANEL #3720183100J DATED MAY 02, 2006.
7. REFERENCES: AS SHOWN OF THE WAKE COUNTY REGISTRY.
8. UTILITY STATEMENT:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
9. NO GRID MONUMENTS FOUND WITHIN 2000' OF SITE.



LEGEND

- EXISTING CONCRETE MONUMENT
- EXISTING IRON PIPE
- IRON PIPE SET
- ⊙ NC/GS/GRID MONUMENT
- ▲ CALCULATED POINT



McADAMS

The John R. McAdams Company, Inc.
2905 Meridian Parkway
Durham, NC 27713

phone 919. 361. 5000
fax 919. 361. 2269
license number: C-0293, C-187

www.mcadamsco.com

CLIENT

MILL CREEK RESIDENTIAL
1710 CAMDEN ROAD, SUITE 5
CHARLOTTE, NORTH CAROLINA 28203

AMA VI WAKE FOREST
ANNEXATION EXHIBIT - JENKINS ROAD
12621 & 12631 CAPITAL BOULEVARD
WAKE FOREST, WAKE COUNTY, NORTH CAROLINA



REVISIONS

NO.	DATE	COMMENTS
1	2022-06-13	PLANNING DEPARTMENT COMMENTS

PLAN INFORMATION

PROJECT NO. MCR-21001
FILENAME MCR-21001-AN1
CHECKED BY RTF
DRAWN BY JSS
SCALE 1"=40'
DATE 4.05.2022

SHEET

ANNEXATION
EXHIBIT

1-1



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: 4/29/2022

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*):

12621 Capital Blvd, Wake Forest NC 27587 PIN: 1831853681 See 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.

Elizabeth Hunt Holding	12621 Capital Blvd, Wake Forest NC 27587	<i>Elizabeth Hunt Holding</i>	3/23/2022
Name	Address	Signature	Date
_____	_____	_____	_____
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.



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: 4/29/2022

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

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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)*:

12631 Capital Blvd, Wake Forest NC 27587 PIN: 1831855861 See 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.

SW Capital LLC
William P Andrews

1121 Jenkins Rd, Wake Forest NC 27587

Name

Address

William P. Andrews
Signature

3/22/2022
Date

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 2024-XXX

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

(Contiguous annexation submitted by property owners Elizabeth Hunt Holding and SW Capital LLC for property associated with the rezoning request RZ-22-07, located at 12621 and 12631 Capital Blvd being Wake County PINs 1831-85-3681 and 1831-85-5861 being approximately 5.54 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 April 16, 2024, after due notice by publication on March 26, 2024; 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 16th day of April, 2024

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

Section 2. Upon and after the 16th day of April, 2024, 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 16th day of April 2024.

Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary
Town Clerk

Hassan Kingsberry
Town Attorney



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-4-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: April 16, 2024

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.: 2024-87-

Submitted by: Aileen J. Staples

Submitting Department: Administration

Meeting Date: April 16, 2024

SUBJECT

Approval of Budget Ordinance Amendment # 3 for FY 2023-2024

Recommendation:

Approval as submitted

Item Summary:

ATTACHMENTS

- [Budget Ordinance Amendment_summary.pdf](#)
- [Budget Ordinance Amendment #3 FY 2023-2024.pdf](#)

Agenda Item: Budget Ordinance Amendment # 3 – FY 2023-2024

Summary: North Carolina General Statutes 159-15 authorizes the governing board to amend the budget ordinance at any time after the ordinance is adopted. Amendments generally include additional revenues, appropriations from contingency for unforeseen events, transfers to/from capital reserve funds and/or fund balance and periodic modifications to capital projects funds.

Attachments: Summary worksheets

Budget Amendment # 3

General Fund

Budget Amendment Worksheet

For the fiscal year ending June 30, 2024

			Prior Budget	Current Budget	Amended Budget
Estimated Revenues:	Dept.	Budget Adopted	Amendments	Amendments	Budget
General Fund revenues		\$ 68,581,250	282,550	997,875	69,861,675
Total Revenues		68,581,250	282,550	997,875	69,861,675
Appropriations:					
Board of Commissioners	410	417,500	53,385	-	470,885
Legal Services	412	396,200	76,400	-	472,600
Town Manager's Office	420	895,650	1,100	137,900	1,034,650
Town Clerk	421	250,500			250,500
Organizational Performance	422	474,180	25,000	7,500	506,680
Budget Management	423	232,785			232,785
Communications	425	1,288,400	14,400		1,302,800
Human Resources	430	1,162,910	20,000	43,500	1,226,410
Risk Management	431	467,730	16,000		483,730
Downtown Development	435	510,500	16,285		526,785
Financial Services	440	1,275,635	43,550		1,319,185
Information Technology	445	2,281,575			2,281,575
Inspections	480	2,408,475	2,700		2,411,175
Planning	490	3,333,975	985,450	190,000	4,509,425
Public Facilities	500	3,082,000	1,471,085		4,553,085
Public Safety: Police	510	16,185,550	183,625		16,369,175
Public Safety: Fire	520	12,668,250	34,900		12,703,150
Public Works:					
PW Administration	530	313,115	41,450		354,565
Urban Forestry	535	529,400	1,350		530,750
Fleet Maintenance	550	651,295	2,600		653,895
Streets	560	3,713,875	188,905		3,902,780
Solid Waste	580	5,985,500	1,300		5,986,800
Engineering	540	1,570,950	209,235	20,000	1,800,185
Stormwater Management	545	743,945	52,615	(150,000)	646,560
Parks, Recreation & Cultural Resources	620	6,208,965	3,131,815		9,340,780
Transfers	999	8,201,640	-	307,650	8,509,290
Total Appropriations		75,250,500	6,573,150	556,550	82,380,200
Estimated revenues over total appropriations		\$ (6,669,250)	\$ (6,290,600)	\$ 441,325	\$ (12,518,525)
Other financing sources (uses):					
Sale of assets		450,000			450,000
Installment note proceeds		1,435,000			1,435,000
Operating transfers from other funds:					
Special Revenue Fund - DMSD		100,000	16,285		116,285
Special Revenue Fund - Police		40,500			40,500
Special Revenue Fund - Futures Fund					-
American Rescue Plan - ARPA Fund					-
Rec Capital Reserve Fund - Rec Impact Fees		591,750	3,131,815		3,723,565
Gen Capital Reserve Fund - Fire Impact Fees		1,265,000			1,265,000
Proceeds from NCCHIP Reserve		500,000	25,000		525,000
Appropriated Fund Balance		2,287,000	3,117,500	(441,325)	4,963,175
Total other financing sources		6,669,250	6,290,600	(441,325)	12,518,525
Estimated revenues and other sources over appropriations and other uses		\$ -	\$ -	\$ -	\$ -

NOTE: Prior budget amendment includes encumbrances brought forward from FY 22-23 as authorized by the FY 2023-2024 budget ordinance.

Budget Amendment # 3
Town of Wake Forest
Budget Amendment Request
For the fiscal year ending June 30, 2024
GENERAL FUND

[illegible][illegible]

Explanation:

1 - Allocate additional revenues received to respective line items and reduce appropriated fund balance accordingly to reflect actual expended through March 31, 2024.

Electric Fund
Budget Amendment Worksheet
For the fiscal year ending June 30, 2024

	<i>Dept./ Div.</i>	<i>Budget Adopted</i>	<i>Prior Budget Amendments</i>	<i>Current Budget Amendment</i>	<i>Amended Budget</i>
Estimated Revenues:					
Sale of Power		\$22,390,900			\$22,390,900
Other Revenue		2,112,100	125,000	77,000	2,314,100
Total revenues		<u>24,503,000</u>	<u>125,000</u>	<u>77,000</u>	<u>24,705,000</u>
Appropriations:					
Billing & Collections	840	575,820		20,000	595,820
Operations & Maintenance	850	23,890,635	125,000	(274,075)	23,741,560
Tree Trimming	860	618,545			618,545
Total appropriations		<u>25,085,000</u>	<u>125,000.00</u>	<u>(254,075)</u>	<u>24,955,925</u>
Estimated revenues over total appropriations		<u>(582,000)</u>	<u>-</u>	<u>331,075</u>	<u>(250,925)</u>
Other financing sources (uses):					
Operating transfer to other funds:					
Installment Purchase Proceeds		582,000		(331,075)	250,925
Tsfer from Cap Reserve		-			-
General Fund					-
Total other financing uses		<u>582,000</u>	<u>-</u>	<u>(331,075)</u>	<u>250,925</u>
Estimated revenues and other sources over appropriations and other uses		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

NOTE: Allocating funds from Contingency requires Board approval but does not affect budget totals.

Budget Amendment # 3
Town of Wake Forest
Budget Amendment Request
For the fiscal year ending June 30, 2024
ELECTRIC FUND

[illegible]

Explanation:

1 Reclassify revenues and expenses to reflect actual activity projected for fiscal year 2023-2024.

Funds going to:					
Fund	Dept	Account	Project/Department	Account Description	Amount
360	840	5460	Billing and Collections	Contracted Services	20,000
360	850	5460	Operations	Contracted Services	25,000
360	850	5721	Operations	Cap Outlay - Building Improvements	27,100
360	850	5907	Operations	Transfer to Pension Trust Fund	34,300
360	000	4705	N/A	Installment Purchase Proceeds	331,075

437,475

Budget Amendment # 3
Town of Wake Forest
Budget Amendment Request
For the fiscal year ending June 30, 2024

5,500,000

5,500,000

Recognize installment purchase proceeds and allocate to respective line items. Loan closed with JP Morgan Chase in December for first phase of street resurfacing program.



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-88-

Submitted by: Aileen J. Staples

Submitting Department: Administration

Meeting Date: April 16, 2024

SUBJECT

Approval of resolution authorizing installment purchase agreement (FY 24 Equipment and Vehicles)

Recommendation:

Approval as submitted

Item Summary:

ATTACHMENTS

- [Equipment and vehicles IPA resolution_summary.pdf](#)
- [Analysis of proposals_results_4.2.2024.pdf](#)
- [JPM - Town of Wake Forest - Installment Purchase Financing.pdf](#)
- [Vehicles and Equipment RFP_FY 2023-2024.pdf](#)
- [Resolution 2024 -xx JP Morgan IPA.doc](#)

Approval of resolution authorizing installment purchase agreement (FY24 Equipment and Vehicles)

Installment purchase agreements are used to enable the town to spread the costs of major purchases over multiple years. The amount borrowed will not exceed \$1,610,500 to fund the purchase of equipment and vehicles included in the FY 2023-2024 Budget.

The town received seven (7) proposals with rates ranging from 4.22% - 7.35%. Staff awarded the bid to JP Morgan Chase who submitted a proposal with a rate of **4.22% for four (4) years**. The attached resolution authorizes staff to proceed with closing the loan and obtaining funds.

Attachments: Analysis of proposals; Proposal from JP Morgan Chase; Request for Proposals (RFP); Resolution

Town of Wake Forest
Vehicles and Equipment - \$1,610,500
Financing Proposals

2-Apr-24

BANK	TERM	INTEREST RATE	(PER AMTZN SCHED) MAXIMUM INTEREST COST	(PER AMTZN SCHED) ANNUAL PAYMENTS
JP Morgan Chase Escrow set up fee - \$1,500	4	4.220%	\$156,640.36	\$441,785.08 No pre-payment penalty - 30 day notice
Pinnacle Bank \$25 wire fee/\$6,500 legal fees - cap	4	4.390%	\$165,165.29	\$474,995.28 No pre-payment penalty
First Citizens Bank No fees	4	4.620%	\$171,869.38	\$445,592.34 No pre-payment penalty
Truist Bank \$250 closing fees	4	5.126%	\$191,225.76	\$450,431.44 2% - Year 1; 1% - Year 2; None thereafter
Fidelity Bank Cap on bank legal fees - \$5,000	4	5.600%	\$209,455.33	\$455,898.82 No pre-payment penalty
Benchmark Community Bank No fees	4	5.890%	\$220,757.31	\$457,516.32 No pre-payment penalty
First Horizon Cap on bank legal fees - \$5,600	4	7.350%	\$277,638.65	\$472,008.74 No pre-payment penalty

March 28, 2024

Town of Wake Forest
Aileen J. Staples
Assistant Town Manager/CFO
astaples@wakeforestnc.gov

RE: Installment Purchase Financing Under G.S. 160A-20

Ms. Staples,

JPMorgan Equipment Finance ("Equipment Finance") and JPMorgan Chase Bank, N.A. (the "Bank") are pleased to submit our proposal to the Town of Wake Forest (the "Town"), for a tax-exempt, non-bank-qualified, municipal installment financing agreement in an estimated amount of \$1,610,500.00 subject to the terms and conditions described in our proposal and Financing Agreement.

The Town of Wake Forest will be supported by our dedicated relationship team via the firm's Government Banking practice, led by Kevin Harewood. In addition, the primary point of contact for this contract will be Michael Lucas. Michael's equipment financing experience goes back over 16 years and includes servicing many municipal entities tax-exempt financing programs.

Equipment Finance has extensive tax-exempt financing experience and a partnership approach to building our relationships. By choosing Equipment Finance, with over 30 years of financing experience, you can have confidence that you will be working with a team of experienced and highly qualified professionals who bring a wealth of knowledge and the fortress balance sheet backing of one of the largest U.S. banks.

In closing, the JPMorgan Equipment Finance Team would like to thank you for the opportunity to present our proposal. Please let us reiterate our strong interest in supporting the Town of Wake Forest.

Should you have any questions about any aspect of this proposal, please do not hesitate to contact me at (312) 732-7333.

Sincerely,



Michael J. Lucas
Executive Director

JPMorgan Chase Bank, N.A. Summary of Terms & Conditions

Town of Wake Forest, North Carolina

Tax-Exempt Municipal Installment Financing Agreement

Summary of Terms and Conditions

March 28, 2024

J.P. Morgan is pleased to submit the following equipment financing proposal. This document is for discussion purposes only and is contingent upon the Borrower's compliance with the requirements of the Internal Revenue Code of 1986 ("Code"), as amended, and all applicable State laws related to Borrower's ability to enter into a tax-exempt installment financing agreement for the intended purposes. The final terms and conditions are subject to credit approval and may be different from the terms and conditions outlined below.

TRANSACTION SUMMARY

Borrower:	Town of Wake Forest, North Carolina
Lender:	JPMorgan Chase Bank, N.A. or any affiliate of JPMorgan Chase Bank, N.A., its successors and/or assigns ("JPMorgan Chase"/"Lender"/ or "Bank").
Transaction:	Fixed-rate, fully amortizing, tax-exempt installment financing agreement ("Agreement").
Use of Proceeds:	To finance vehicles and misc. equipment, the legal title of which will vest with Borrower during the term of the Agreement. All equipment proposed for financing will be subject to final review and acceptance by Lender prior to closing.
Financing Amount:	\$1,610,500.00
Non-Bank Qualified:	This proposal assumes that Borrower will issue more than \$10 million in tax-exempt obligations this calendar year and that the Borrower will not designate this financing as a "qualified" tax-exempt obligation.
Commencement Date:	On or prior to April 30, 2024

TRANSACTION DETAILS

Financing Term:	4 Years
Payment / Frequency:	Semi-annual payments of principal and interest in arrears. Please see sample amortization schedule attached.
Interest Rate:	4.22%
Adjustment to Rate:	JPMorgan will hold the rate through April 30th, 2024 conditional upon being notified of award by close of business April 1st, 2024 and subject to a conversation between the Town and JPMorgan to better understand the timing of any remaining board approvals and the execution timeline. At that time, upon mutual agreement, Lender will lock in the rate at no cost for the agreed upon time period. Prior to locking the rate, Lender will need to know the final financing amount and the date of funding.

	Lender reserves the right to adjust the pricing proposed in order to maintain Lender's anticipated economic return as a result of material adverse change.
Prepayment:	Financing may be prepaid in whole, but not in part, prior to maturity on any payment date, with 30 days prior written notice. Payment may be subject to a fixed rate / "make whole" break funding charge. Upon request and subject to certain conditions, Borrower may choose a prepayment option without a fixed rate / "make whole" break funding charge. This option requires a no call period of 12 months and incurs a 24 basis point premium to the quoted interest rate.
Disbursement of Proceeds:	The transaction will fund via an initial escrow deposit, to a mutually agreeable escrow agent, equal to the full Financing Amount. Disbursements will be made to vendors or as reimbursements to Borrower (in compliance with Treasury Reg. 1.150-2) as funds are required. Lender typically utilizes Deutsche Bank or US Bank's escrow services and there is a one-time setup fee of \$1,500 for Borrower's account. Lender is open to working with Borrower's preferred escrow agent subject to review and approval of the agent and the documentation, all fees in this scenario will be for Borrower's account.
Security:	Borrower will grant Lender a first priority security interest in the financed equipment. UCC I and UCCII filings will be completed as applicable. Borrower must agree to execute and deliver to Lender all necessary documents to evidence and perfect such security interest, including, without limitation, UCC financing statements and any amendments thereto.
Appropriation:	This Agreement shall be subject to appropriation. The Agreement will require appropriation for payment for any and all equipment on a financing schedule. Appropriation for partial payment or for select assets within a schedule will not be permitted.

OTHER TERMS

Documentation:	The terms of this financing will be evidenced by agreements, instruments and documents ("Documents") usual and customary for a Tax-Exempt installment financing agreement. The Documents must be acceptable to Lender and its counsel. Lender or its counsel shall prepare documentation. Borrower shall be responsible for its own expenses related to review of the documents and delivery of opinion of counsel. Fees Escrow: \$1,500 for escrow setup if utilizing US Bank or Deutsche Bank. If a different escrow agent is chosen all fees will be for Borrower's account. Documentation: \$0
Conditions Precedent:	Usual and customary conditions to issuance of the financing including acceptable legal documentation which will include an opinion of counsel that the financing is valid, binding and enforceable. Additionally, documentation will provide that interest earned by the Lender in this transaction will be excluded from gross income for federal tax purposes.
Representations and Warranties:	Usual representations and warranties for like situated Borrowers and the Facility's type and tenor, including, without limitation, absence of material adverse change, absence of material litigation, absence of default or potential default and continued accuracy of representations.
Maintenance & Insurance:	All maintenance and insurance are the responsibility of Borrower. Borrower shall bear all risk of loss or damage of the Equipment and will be responsible for keeping the Equipment insured with companies satisfactory to Lender. Lender, its parent and/or affiliates, its successors and assigns must be named as loss payee and

	additional insured as applicable, on all insurance policies. Evidence of such insurance must be satisfactory to Lender.
Waiver of Jury Trial:	The Borrower and the Bank will waive, to the fullest extent permitted by applicable law, any right to have a jury participate in resolving any dispute in any way related to this term sheet, any related documentation or the transactions contemplated hereby or thereby.
Anti-Corruption Laws and Sanctions:	The documentation shall contain representations and warranties that the Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by the Borrower, its subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Borrower, its subsidiaries and their respective officers and employees and to the knowledge of the Borrower, its directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Borrower, any subsidiary or any of their respective directors, officers or employees, or (b) to the knowledge of the Borrower, any agent of the Borrower or any subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or credit facility, use of proceeds or other transaction contemplated by this Agreement will violate any Anti-Corruption Law or applicable Sanctions.
Governing Law:	All aspects of the credit(s) being discussed including this Term Sheet and any Documents would be governed by the laws of the State of North Carolina.
Proposal Expiration:	This proposal will expire if acceptance does not occur by April 30, 2024 (unless extended in writing by Lender).
Confidentiality Statement:	J.P. Morgan confirms that it will not use confidential information obtained from you by virtue of the potential transaction contemplated by this proposal or our other relationships with you in connection with the performance by J.P. Morgan of such services for other companies. You also acknowledge that J.P. Morgan will not use in connection with the potential transaction contemplated by this preliminary proposal, or furnish to you, confidential information obtained from other companies. Municipal Advisor Disclosures and Disclaimers: The Borrower acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the Borrower and the Bank, (ii) in connection with such transaction, the Bank is acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the Borrower, (iii) the Bank is relying on the Bank exemption in the Municipal Advisor Rules, (iv) the Bank has not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Bank, or any affiliate of the Bank, has provided other services or advised, or is currently providing other services or advising the Borrower on other matters), (v) the Bank has financial and other interests that differ from those of the Borrower, and (vi) the Borrower has consulted with its own financial, legal, accounting, tax, and other advisors, as applicable, to the extent it deemed appropriate.

Amortization Schedule

Aggregate average life (lending).....2.305 years

Rate.....4.22000000%

Date	starting balance	takedowns	debt service	interest	principal	remaining balance
4/30/2024	\$ -	\$1,610,500.00	\$ -	\$ -	\$ -	\$1,610,500.00
10/30/2024	\$1,610,500.00	\$ -	\$ 220,892.54	\$ 33,981.55	\$ 186,910.99	\$1,423,589.01
4/30/2025	\$1,423,589.01	\$ -	\$ 220,892.54	\$ 30,037.73	\$ 190,854.82	\$1,232,734.19
10/30/2025	\$1,232,734.19	\$ -	\$ 220,892.54	\$ 26,010.69	\$ 194,881.85	\$1,037,852.33
4/30/2026	\$1,037,852.33	\$ -	\$ 220,892.54	\$ 21,898.68	\$ 198,993.86	\$ 838,858.47
10/30/2026	\$ 838,858.47	\$ -	\$ 220,892.54	\$ 17,699.91	\$ 203,192.63	\$ 635,665.84
4/30/2027	\$ 635,665.84	\$ -	\$ 220,892.54	\$ 13,412.55	\$ 207,480.00	\$ 428,185.85
10/30/2027	\$ 428,185.85	\$ -	\$ 220,892.54	\$ 9,034.72	\$ 211,857.82	\$ 216,328.02
4/30/2028	\$ 216,328.02	\$ -	\$ 220,892.54	\$ 4,564.52	\$ 216,328.02	\$ 0.00
Total		\$1,610,500.00	\$1,767,140.36	\$156,640.36	\$1,610,500.00	

Town of Wake Forest

REQUEST FOR PROPOSAL

INSTALLMENT PURCHASE FINANCING UNDER G. S. 160A-20

March 15, 2024

The Town of Wake Forest, North Carolina (hereinafter referred to as the "Town") desires to enter into an installment financing agreement pursuant to N. C. G. S. 160A-20 in the principal amount not to exceed \$ 1,610,500. This is the financing of the vehicles and equipment described below. The Town is soliciting your proposal to provide the necessary financing, subject to the terms and conditions set forth in this Request for Proposal.

The Town of Wake Forest will be obligated to make the payments to fall due under the installment financing agreement.

VEHICLES/EQUIPMENT TO BE FINANCED:

Inspections	Crew Cab Truck	\$ 49,298
Planning	Crew Cab Truck	49,298
Engineering	Vehicle (SUV)	33,935
Streets	Jet/Vac Combo Truck	551,369
Streets	Excavator	151,330
Solid Waste	Knuckle Boom Truck	213,813
Solid Waste	Rear Loader Truck	257,985
Parks and Recreation	Crew Cab Truck	52,565
Electric Operations	Skid Steer	105,400
Electric Operations	Two (2) Service Trucks	<u>145,507</u>
	Total	<u>\$ 1,610,500</u>

The current general obligation ratings for the Town are:

AAA	Fitch Ratings
Aaa	Moody's Investors Services
AAA	Standard & Poor's Rating Services

The financing *will not* be bank eligible under Section 265 of the Internal Revenue Code of 1986 as the town expects to issue more than \$10,000,000 during 2024.

Town staff expects to award the bid to the financial institution by Monday, April 1, 2024, and the respective resolution will be considered by the Board of Commissioners at their meeting on Tuesday, April 16, 2024. The Town anticipates closing this transaction on or prior to Tuesday, April 30, 2024.

CONTRACT SPECIFICATIONS

1. The desired amount of the financing is not to exceed \$ 1,610,500.
2. The desired term of the financing is for a **four (4) year** period with a fixed interest rate and semi-annual payments made in arrears.
3. All proposals must specify the rate of interest to be charged and provide a schedule of amortization. Proposals without an amortization schedule will not be considered.
4. List all additional costs expected to be associated with this financing in your bid, including but not limited to all origination, prepayment, legal and escrow fees/penalties that the Town of Wake Forest may be required to pay. If a fee/cost is not shown in your bid, the Town will not be obligated to pay it.
5. Total funding will be placed into escrow. Interest on which will accrue to the Town of Wake Forest and be credited to the escrow account. Bids should be based on gross funding of the equipment (without consideration of investment earnings).
6. The installment financing agreement must not contain a non-substitution clause and there must be a non-appropriation clause in the agreement.
7. Both parties must agree that the State of North Carolina shall govern the installment financing agreement. Proposer will obey all state and federal statutes, rules and regulations that are applicable to the financing.

SUBMISSION OF PROPOSAL

Submit proposal to my attention by, Thursday, March 28, 2024 (by 5:00 pm), via e-mail.

If you have any questions or need additional information, please call me at 435-9461 or e-mail: astaples@wakeforestnc.gov.

Thank you in advance for your consideration of this proposal.

Best regards,



Aileen J. Staples

Assistant Town Manager/CFO

RESOLUTION 2024-xx

RESOLUTION AUTHORIZING TOWN MANAGER AND CHIEF FINANCIAL OFFICER TO EXCECUTE AN INSTALLMENT PURCHASE CONTRACT WITH JP MORGAN CHASE BANK, N.A.

WHEREAS, the Town of Wake Forest (the “Town”) has planned in the FY 2023-2024 Budget to purchase vehicles and equipment (“collateral”) with the total amount financed not to exceed \$1,610,500.

WHEREAS the Town of Wake Forest solicited and received competitive proposals from financial institutions to purchase collateral with the total amount financed not to exceed \$1,610,500.

WHEREAS JP Morgan Chase Bank, N.A. offers the lowest fixed interest rate of 4.22% for a 4_year-term for this financing.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, that the Board of Commissioners authorizes the Town Manager and Chief Financial Officer to enter into a contract with JP Morgan Chase Bank, N.A on behalf of the Town of Wake Forest_to execute the financing documents with the total amount not to exceed \$1,610,500.

BE IT FURTHER RESOLVED that the Town intends that the adoption of this resolution will be a declaration of the Town’s official intent to reimburse expenditures for the project that is to be financed from the proceeds of the financing described above. The Town intends that funds that have been advanced, or that may be advanced, from the Town’s general fund, or any other Town fund related to the project, for project costs may be reimbursed from the financing proceeds.

BE IT FURTHER RESOLVED that the aforesaid contracts by and between the Town of Wake Forest, various State contracts and other vendors, and JP Morgan Chase Bank, N.A., together with the amounts to be paid thereunder, be and the same are hereby designated as qualified tax-exempt obligations of the Town of Wake Forest for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BE IT FURTHER RESOLVED that the Board of Commissioners (governing body) expects that the “Town” (and any subordinate entities) *will issue more* than \$10,000,000 in qualified tax-exempt obligations pursuant to such Sections 265(b)(3)(ii) during the current calendar year.

Duly adopted this 16th day of April 2024.

Vivian A. Jones
Mayor

(ATTEST)

Theresa Savary
Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-102-
Submitted by: Aileen J. Staples
Submitting Department: Finance
Meeting Date: April 16, 2024

SUBJECT

Approval of resolution authorizing approval of renewal of five year agreement with Cherry Bekaert LLP for audit services

Recommendation:

Approval as submitted

Item Summary:

ATTACHMENTS

- [Audit services contract _summary.pdf](#)
- [Resolution 2024-xx five year extension Cherry Bekaert _audit services.docx](#)
- [Town of Wake Forest 6-30-24 Audit Eng Ltr - EL01.pdf](#)

Approval of resolution authorizing approval of renewal of five-year agreement with Cherry Bekaert LLP for audit services

The current five-year agreement to provide audit services ended with the June 30, 2023, fiscal year. It is not required to bid out this service and due to the nature of what is involved with changing auditors, staff recommends continuing our relationship with Cherry Bekaert, LLP (CB). Another factor in this decision is the current shortage of eligible audit firms.

Prior to the relationship with CB, the town used the same audit firm for over 30 years and enjoyed a long-standing professional relationship. In 2013, we recognized that with the town's growth and our desire for technology as well as other services larger firms can provide, we felt it was best to go through the RFP process – at that time we received eight proposals. It came down to three firms: CB, Martin Starnes & Associates and Joyce and Company (our previous auditor) with CB being the lowest bidder, however it was really about the qualifications and other services.

Audit firms must be approved by the Local Government Commission (LGC) to conduct governmental audits. The LGC has a standard form contract (attached) that is completed each year as required by state statute before any audit work can commence. Every invoice submitted is subject to approval by the LGC before the town can issue payment.

Staff feels the pricing structure is reasonable and recommends approval of five-year extension and pricing. The fees are in line with the fees being proposed by CB to other local municipalities in Wake County that are in similar size and complexity to the town.

Funds are included in the FY 25 Proposed Budget.

Attachments: Resolution; FY 24 Engagement Letter and audit contract

RESOLUTION 2024-xx

RESOLUTION AUTHORIZING AUDIT SERVICES PROPOSAL AND CONTRACT
WITH CHERRY BEKAERT, LLP
TOWN OF WAKE FOREST, NORTH CAROLINA

WHEREAS the Town of Wake Forest has received five-year pricing structure for audit services for the fiscal years ending June 30, 2024, 2025, 2026, 2027 and 2028; and

WHEREAS the Town of Wake Forest acknowledges a positive professional relationship with Cherry Bekaert, LLP over the previous several years. They have been responsive, provided strong service and guidance and overall, an asset to supporting our continued goal of fiscal strength; and

WHEREAS the five-year fees are as follows:

June 30, 2024	\$ 65,600
June 30, 2025	\$ 69,500
June 30, 2026	\$ 73,750
June 30, 2027	\$ 78,000
June 30, 2028	\$ 82,500

WHEREAS the Town of Wake Forest acknowledges the fees are in line with other local municipalities in Wake County that are in similar in size and complexity; and

BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest authorizes the five-year pricing structure submitted by Cherry Bekaert, LLP, and the Chief Financial Officer to enter the annual audit contract for the upcoming fiscal year as presented.

Duly adopted this 16th day of April 2024.

Vivian A. Jones
Mayor

(ATTEST)

Theresa Savary
Town Clerk

February 28, 2024

VIA EMAIL:

astaples@wakeforestnc.gov

Ms. Aileen Staples, Chief Financial Officer
Town of Wake Forest, North Carolina
301 South Brooks Street
Wake Forest, North Carolina 27587

Dear Ms. Staples:

This engagement letter between Town of Wake Forest, North Carolina (hereafter referred to as the “Town” or “you” or “your” or “management”) and Cherry Bekaert LLP (the “Firm” or “Cherry Bekaert” or “we” or “us” or “our”) sets forth the nature and scope of the services we will provide, the Town’s required involvement and assistance in support of our services, the related fee arrangements, and other Terms and Conditions, which are attached hereto and incorporated by reference, designed to facilitate the performance of our professional services and to achieve the mutually agreed-upon objectives of the Town.

Summary of services

We will provide the following services to the Town as of and for the year ended June 30, 2024:

Audit and attestation services

1. We will audit the basic financial statements of the Town as of and for the year ended June 30, 2024 including the governmental activities, the business type activities, each major fund, and the aggregate remaining fund information, including the disclosures.
2. We will audit the schedule of expenditures of federal and State awards. As part of our engagement we will apply certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (“GAAS”); the standards applicable to financial audits contained in *Government Auditing Standards*; the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* in Title 2 U.S. Code of Federal Regulations (CFR) Part 200 (“Uniform Guidance”) and the State Single Audit Implementation Act.
3. We will audit the individual fund statements and schedules and the other schedules. As part of our engagement, we will apply certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with GAAS.
4. We will apply limited procedures to the required supplementary information (“RSI”) (e.g., pension plan information or Town’s management’s discussion and analysis (MD&A)), which will consist of inquiries of Town’s management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the financial statements.

5. The introductory and statistical sections accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that information.

Nonattest accounting and other services

We will provide the following additional services:

1. Complete the appropriate sections of and sign the Data Collection Form.

Your expectations

As part of our planning process, we have discussed with you your expectations of Cherry Bekaert, changes that occurred during the year, your views on risks facing you, any relationship issues with Cherry Bekaert, and specific engagement arrangements and timing. Our services plan, which includes our audit plan, is designed to provide a foundation for an effective, efficient, and quality-focused approach to accomplish the engagement objectives and meet or exceed the Town's expectations. Our services plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our performance. Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

The Town recognizes that our professional standards require that we be independent from the Town in our audit of the Town's financial statements and our accompanying report in order to ensure that our objectivity and professional skepticism have not been compromised. As a result, we cannot enter into a fiduciary relationship with the Town and the Town should not expect that we will act only with due regard to the Town's interest in the performance of this audit, and the Town should not impose on us special confidence that we will conduct this audit with only the Town's interest in mind. Because of our obligation to be independent of the Town, no fiduciary relationship will be created by this engagement or audit of the Town's financial statements.

The engagement will be led by April Adams, who will be responsible for assuring the overall quality, value, and timeliness of the services provided to you.

Audit and attestation services

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the provisions of Uniform Guidance; the Single Audit Act Amendments of 1996; State Single Audit Implementation Act and OMB *Guidance for Grants and Agreements* (2 CFR 200) and and the State Single Audit Implementation Act. The objective of our audit is to obtain reasonable assurance about whether the Town's basic financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion(s) about whether the Town's basic financial statements are presented fairly, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the Summary of Services section when considered in relation to the basic financial statements taken as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate,

they would influence the judgment of a reasonable user made based on the financial statements in conformity with the basis of accounting noted above. The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of applicable laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance and the State Single Audit Implementation Act") and the State Single Audit Implementation Act.

Auditor's responsibilities for the audit of the financial statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance and the State Single Audit Implementation Act, and other procedures as deemed necessary to enable us to express such an opinion or opinions about whether the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). We will also:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Obtain an understanding of the Town and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion(s). The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstance, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

Nonattest accounting and other services

In connection with any of the audit, accounting, or other services noted below, we will provide a copy of all schedules or other support for you to maintain as part of your books and records supporting your basic financial statements. You agree to take responsibility for all documents provided by Cherry Bekaert and will retain copies based on your needs and document retention policies. By providing these documents to you, you confirm that Cherry Bekaert is not responsible for hosting your records or maintaining custody of your records or data and that Cherry Bekaert is not providing business continuity or disaster recovery services. You confirm you are responsible for maintaining internal controls over your books and records including business continuity and disaster recovery alternatives. In addition, any documents provided to Cherry Bekaert by the Town in connection with these services will be considered to be copies and will not be retained by Cherry Bekaert after completion of the accounting and other services. You are expected to retain anything you upload to a Cherry Bekaert portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

The accounting and other services described in this section are nonaudit services, which do not constitute audit services under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming Town's management responsibilities.

In conjunction with providing these accounting and other services, we may use third party software or templates created by Cherry Bekaert for use on third party software. Management expressly agrees that the Town has obtained no rights to use such software or templates and that Cherry Bekaert's use of the Town's data in those applications is not deemed to be hosting, maintaining custody, providing business continuity, or disaster recovery services.

Data collection form

We will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to the Town; however, it is the Town's management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the designated federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

Town's management responsibilities related to accounting and other services

For all nonattest services we perform in connection with the engagement, you are responsible for designating a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, retain relevant copies supporting your books and records, and accept overall responsibility for the results of the services.

Prior to the release of the report, the Town's management will need to sign a representation letter acknowledging its responsibility for the results of these services and acknowledging receipt of all appropriate copies.

Town's management responsibilities related to the audit

The Town's management is responsible for (1) designing, implementing, and maintaining internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that the Town's management and financial information is reliable and properly reported. The Town's management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationship in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

The Town's management is responsible for making all financial records and related information available to us, including additional information that is requested for purposes of the audit (including information from outside of the general and subsidiary ledgers), and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and the State Single Audit Implementation Act, (3) additional information that we may request for the purpose of the audit and (4) unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Town involving (1) the Town's management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Town received in communications from employees, former employees, grantors, regulators, or other. In addition, you are responsible for identifying and ensuring that the Town complies with applicable laws, regulations contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements that we report. Additionally, as required by the Uniform Guidance and the State Single Audit Implementation Act, it is the Town's management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

The Town's management is responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance and the State Single Audit Implementation Act. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and State awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (3) the methods of measurement or presentation have not changed from those used in the prior period or, if they have changed, the reasons for such changes), and (4) the Town has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP, (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP, (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes), and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

The Town's management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. The Town's management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the *Audit and attestation services* section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing Town's management views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

The Town's management agrees to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and State awards and disclosures, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and disclosures, and that you have reviewed and approved the financial statements, schedule of expenditures of federal and State awards, and disclosures prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Reporting

Our report will be addressed to Board of Commissioners of the Town. Circumstances may arise in which our report may differ from its expected form and content based on the result of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also issue written reports upon completion of our Single Audit. The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the Town's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and the State Single Audit Implementation Act. Both reports will state that the report is not suitable for any other purpose.

Management Representations

The Firm will rely on the Town's management providing the above noted representations to us, both in the planning and performance of the audit, and in considering the fees that we will charge to perform the audit.

Fees

The estimated fees contemplate only the services described in the Summary of Services section of this letter. You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees which will be at our standard billing rates noted in the table below. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Standard Bill Rates

Skill Level	Bill Rate
Partner	\$ 550
Director	\$ 485
Senior Manager	\$ 470
Manager	\$ 355
Senior Accountant	\$ 310
Staff Accountant	\$ 230
Intern	\$ 100
Paraprofessional	\$ 190
Audit Service Center	\$ 115
Administrative	\$ 150

The following summarizes the fees for the services described above:

Description of services

Estimated fee

Audit services

Audit of the financial statements and 2 major single audit programs

\$65,600*

Accounting services

Financial statements preparation
Completion of Data Collection Form

Included above

Total

\$65,600

*This fee assumes that major grant compliance work to be performed in accordance with *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance") and the State Single Audit Implementation Act will remain at a similar level to prior years. The major programs differ in size, complexity, and the number of required compliance elements to be completed in accordance with Uniform Guidance and the State Single Audit Implementation Act. Our existing fee assumes that we will be auditing two single audit programs. If there are more than two single audit programs required to be audited as major programs, the fee above will be adjusted by \$6,000 per program.

The fees will be billed periodically. Invoices are due on presentation. A service charge will be added to past due accounts equal to 1½% per month (18% annually) on the previous month's balance less payments received during the month, with a minimum charge of \$2.00 per month.

If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us. No change, modification, addition, or amendment to this letter shall be valid unless in writing and signed by all parties. The parties agree that this letter may be electronically signed and that the electronic signatures will be deemed to have the same force and effect as handwritten signatures.

If you have any questions, please call April Adams at (919) 782-1040.

Sincerely,

CHERRY BEKAERT LLP



ATTACHMENT – Engagement Letter Terms and Conditions

TOWN OF WAKE FOREST, NORTH CAROLINA

ACCEPTED BY: _____

TITLE: _____ DATE: _____

Cherry Bekaert LLP

Engagement Letter Terms and Conditions

The following terms and conditions are an integral part of the attached engagement letter and should be read in their entirety in conjunction with your review of the letter.

Limitations of the audit report

Should the Town wish to include or incorporate by reference these financial statements and our report thereon into *any* other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by generally accepted auditing standards ("GAAS") to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official statement, offering of debt securities, etc. You agree that the Town will not include or incorporate by reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

Limitations of the audit process

In conducting the audit, we will perform tests of the accounting records and such other procedures as we consider necessary in the circumstances to provide a reasonable basis for our opinion on the financial statements. We also will assess the accounting principles used and significant estimates made by the Town's management, as well as evaluate the overall financial statement presentation.

Our audit will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with GAAS are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on the Town) on the financial statements.

Similarly, in performing our audit we will be aware of the possibility that illegal acts may have occurred. However, it should be recognized that our audit provides no assurance that illegal acts generally will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. We will inform you with respect to errors and fraud, or illegal acts that come to our attention during the course of our audit unless clearly inconsequential. In the event that we have to consult with the Town's counsel or counsel of our choosing regarding any illegal acts we identify, additional fees incurred may be billed to the Town. You agree that the Town will cooperate fully with any procedures we deem necessary to perform with respect to these matters.

We will issue a written report upon completion of our audit of the Town's financial statements. If, for any reason, we are unable to complete the audit, or are unable to form, or have not formed an opinion on the financial statements, we may decline to express an opinion or

decline to issue a report as a result of the engagement. We will notify the appropriate party within your organization of our decision and discuss the reasons supporting our position.

Audit procedures – general

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve professional judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by the Town's management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Town or to acts by the Town's management or employees acting on behalf of the Town. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits, nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of the Town's management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, funding sources, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and State awards; federal and State award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit procedures – internal controls

Our audit will include obtaining an understanding of the Town and its environment, including internal controls relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion(s). The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may

involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control, including cybersecurity, and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to the Town's management and those charged with governance internal control related matters that are required to be communicated under American Institute of Certified Public Accountants ("AICPA") professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Town's compliance with provisions of applicable laws and regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Nonattest services (if applicable)

All nonattest services to be provided in the attached engagement letter (if applicable) shall be provided pursuant to the AICPA Code of Professional Conduct. The AICPA Code of Professional Conduct requires that we establish objectives of the engagement and the services to be performed, which are described under nonattest services in the attached letter.

You agree that the Town's designated individual will assume all the Town's management responsibilities for the nonattest services we provide; oversee the services by designating an individual, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. In order to ensure we provide such services in compliance with all professional standards, the designated individual is responsible for:

- Making all financial records and related information available to us
- Ensuring that all material information is disclosed to us
- Granting unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence
- Identifying and ensuring that such nonattest complies with the laws and regulations

The accuracy and appropriateness of such nonattest services shall be limited by the accuracy and sufficiency of the information provided by the Town's designated individual. In the course of providing such nonattest services, we may provide professional advice and guidance based on knowledge of accounting, tax, and other compliance, and of the facts and circumstances as provided by the Town's designated individual. Such advice and guidance shall be limited as permitted under the AICPA Code of Professional Conduct.

Communications

At the conclusion of the audit engagement, we may provide the Town's management and those charged with governance a letter stating any significant deficiencies or material weaknesses which may have been identified by us during the audit and our recommendations designed to help the Town make improvements in its internal control structure and operations related to the identified matters discovered in the financial statement audit. As part of this engagement, we will ensure that certain additional matters are communicated to the appropriate members of the Town. Such matters include (1) our responsibilities under GAAS, (2) the initial selection of and changes in significant accounting policies and their application, (3) our independence with respect to the Town, (4) the process used by Town's management in formulating particularly sensitive accounting estimates and the basis for our conclusion regarding the reasonableness of those estimates, (5) audit adjustments, if any, that could, in our judgment, either individually or in the aggregate be significant to the financial statements or our report, (6) any disagreements with the Town's management concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements, (7) our views about matters that were the subject of the Town's management's consultation with other accountants about auditing and accounting matters, (8) major issues that were discussed with the Town's management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards, and (9) serious difficulties that we encountered in dealing with the Town's management related to the performance of the audit.

We have attached, (if requested or if required by the appropriate state or federal oversight organization like the LGC or APA, or party to a contract that requires the attachment), a copy of the report on our most recent peer review.

Other matters

Access to working papers

The working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the

documentation for a period of time to satisfy legal or regulatory requirements for records retention. It is our policy to retain all workpapers and client information for seven years from the date of issuance of the report. It is our policy to retain emails and attachments to emails for a period of 12 months, except as required by any governmental regulation. Except as discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties. Any parties seeking voluntary access to our working papers must agree to sign our standard access letter.

We may be requested to make certain documentation available to regulators, governmental agencies (e.g., SEC, PCAOB, HUD, DOL, etc.), or their representatives ("Regulators") pursuant to law or regulations. If requested, access to the documentation will be provided to the Regulators. The Regulators may intend to distribute to others, including other governmental agencies, our working papers and related documentation without our knowledge or express permission. You hereby acknowledge and authorize us to allow Regulators access to and copies of documentation as requested. In addition, our Firm, as well as all other major accounting firms, participates in a "peer review" program covering our audit and accounting practices as required by the AICPA. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for the Town may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work, we do for you reviewed by our peer reviewer, please notify us in writing.

Electronic transmittals

During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. As an alternative, we recommend using our Client Portal ("Portal") to transmit documents. Portal allows the Town, us, and other involved entities to upload and download documents in a secure location. You agree to the use of email, Portal, and other electronic methods to transmit and receive information, including confidential information, between the Firm, the Town, and other third-party providers utilized by either party in connection with the engagement.

Use of third-party providers and alternative practice structure

Cherry Bekaert LLP and Cherry Bekaert Advisory LLC (an associated, but not affiliated entity) are parties to an administrative services agreement ("ASA"). Cherry Bekaert LLP and Cherry Bekaert Advisory LLC are operating in an arrangement commonly described as an "alternative practice structure". Pursuant to the ASA, Cherry Bekaert LLP leases professional and administrative staff, both of which are employed by Cherry Bekaert Advisory LLC, to support Cherry Bekaert LLP's performance under this engagement letter. As a result, Cherry Bekaert LLP will share your confidential information with Cherry Bekaert Advisory LLC so that the leased employees are able to support Cherry Bekaert LLP's performance under this engagement letter. These leased employees are under the direct control and supervision of Cherry Bekaert LLP, which is solely responsible for the professional performance of the services under this engagement letter. The leased employees are subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information, and Cherry Bekaert LLP and Cherry Bekaert Advisory LLC have contractual agreements requiring confidential treatment of all client information.

To the extent Cherry Bekaert Advisory LLC will provide tax, advisory, and/or consulting services to you, Cherry Bekaert LLP will provide Cherry Bekaert Advisory LLC with access to your accounting, financial, and other records that Cherry Bekaert LLP maintains to enable Cherry Bekaert Advisory LLC to provide those services to you.

In addition to the structure noted above, in the normal course of business, we may on occasion use the services of an independent contractor or a temporary or loaned employee, all of whom may be considered a third-party service provider. On these occasions, we remain responsible for the adequate oversight of all services performed by the third-party service provider and for ensuring that all services are performed with professional competence and due professional care. We will adequately plan and supervise the services provided by the third-party service provider; obtain sufficient relevant data to support the work product; and review compliance with technical standards applicable to the professional services rendered. We will enter into a contractual agreement with the third-party service provider to maintain the confidentiality of information and be reasonably assured that the third-party service provider has appropriate procedures in place to prevent the unauthorized release of confidential information to others.

Subpoenas

In the event we are requested or authorized by the Town, or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for the Town, the Town will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

Dispute resolution provision

This Dispute Resolution Provision sets forth the dispute resolution process and procedures applicable to any dispute or claim arising out of or relating to this engagement letter or the services provided hereunder, or any other audit or attest services provided by or on behalf of the Firm or any of its subcontractors or agents to the Town or at its request ("Disputes"), and shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

Mediation

All Disputes shall be first submitted to nonbinding confidential mediation by written notice to the parties and shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR"), at the written request of a party, shall designate a mediator.

Arbitration procedures

If a Dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate, and the Dispute shall be settled by binding arbitration to be held at a mutually agreeable location. The arbitration shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Dispute Resolution Provision (the "Rules"). The arbitration shall be conducted before a panel of three arbitrators. Each of the

Town and the Firm shall designate one arbitrator in accordance with the “screened” appointment procedure provided in the Rules, and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce the terms of the engagement letter and to abide by the terms of the Rules. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the laws of the Commonwealth of Virginia (without giving effect to its choice of law principles) in connection with the Dispute. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Any discovery shall be conducted in accordance with the Rules. The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

Costs

Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

Waiver of trial by jury

In the event the parties are unable to successfully arbitrate any dispute, controversy, or claim, the parties agree to WAIVE TRIAL BY JURY and agree that the court will hear any matter without a jury.

Independent contractor

Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency, or fiduciary relationship.

No third-party beneficiaries

The parties do not intend to benefit any third party by entering into this agreement, and nothing contained in this agreement confers any right or benefit upon any person or entity who or which is not a signatory of this agreement.

Statute of limitations

The Town agrees not to bring any claims against any partner or employee of the Firm in any form for any reason. The Town and the Firm agree that any suit arising out of or related to the services contemplated by this engagement letter must be filed within one year after the cause of action arises. The cause of action arises upon the earlier of (i) delivery of the final work product for which the firm has been engaged, (ii) where applicable, filing of the final work product for which the firm has been engaged, or (iii) the date which the services contemplated under this engagement letter are terminated by either party.

Terms and conditions supporting fees

The estimated fees set forth in the attached engagement letter are based on anticipated full cooperation from the Town’s personnel, timely delivery of requested audit schedules and supporting information, timely communication of all significant accounting and financial reporting matters, the assumption that unexpected circumstances will not be encountered during the audit, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the

right professionals scheduled on each engagement. As a result, sudden Town requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed-upon dates can result in expensive downtime for our professionals. Any last-minute schedule changes that result in downtime for our professionals could result in additional fees. Our estimated fees do not include assistance in bookkeeping or other accounting services not previously described. If, for any reason, the Town is unable to provide such schedules, information, and assistance, the Firm and the Town will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

The estimated fees contemplate that the Town will provide adequate documentation of its systems and controls related to significant transaction cycles and audit areas.

In providing our services, we will consult with the Town with respect to matters of accounting, financial reporting, or other significant business issues as permitted by professional standards. Accordingly, time necessary to affect a reasonable amount of such consultation is reflected in our fees. However, should a matter require research, consultation, or audit work beyond that amount, the Firm and the Town will agree to an appropriate revision in our fee.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the Town at this time. Unless otherwise indicated, estimated fees do not include any time related to the application of new auditing or accounting standards that impact the Town for the first time. If new auditing or accounting standards are issued subsequent to the date of this letter and are effective for the period under audit, we will estimate the impact of any such standard on the nature, timing, and extent of our planned audit procedures and will communicate with the Town concerning the scope of the additional procedures and the estimated fees.

The Town agrees to pay all costs of collection (including reasonable attorneys' fees) that the Firm may incur in connection with the collection of unpaid invoices. In the event of nonpayment of any invoice rendered by us, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this engagement letter, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid. If we elect to terminate our services for nonpayment, the Town will be obligated to compensate us for all time expended and reimburse us for all expenses through the date of termination.

This engagement letter sets forth the entire understanding between the Town and the Firm regarding the services described herein and supersedes any previous proposals, correspondence, and understandings whether written or oral. Any subsequent changes to the terms of this letter, other than additional billings, will be rendered in writing and shall be executed by both parties. Should any portion of this engagement letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions.

Report on the Firm's System of Quality Control

November 29, 2022

To the Partners of Cherry Bekaert LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Cherry Bekaert LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans; an audit performed under FDICIA; and an examination of service organizations (SOC 2 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.



Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Cherry Bekaert LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Cherry Bekaert LLP has received a peer review rating of pass.



EisnerAmper LLP
Iselin, New Jersey





December 16, 2022

Michelle Thompson
Cherry Bekaert LLP
3800 Glenwood Ave Ste 200
Raleigh, NC 27612-5532

Dear Michelle Thompson:

It is my pleasure to notify you that on December 16, 2022, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is October 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Wagner", with a stylized, cursive script.

Michael Wagner
Chair, National PRC

+1.919.402.4502

cc: Marc Fogarty, Steven Siegel

Firm Number: 900010011816

Review Number: 594133

The of and	Governing Board Board of Commissioners
	Primary Government Unit Town of Wake Forest
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Cherry Bekaert LLP
	Auditor Address 3800 Glenwood Avenue, Suite 200, Raleigh, North Carolina 27612

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitted-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☐ Auditor ☒ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

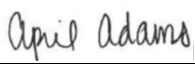
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Town of Wake Forest
Audit Fee (financial and compliance if applicable)	\$ 65,600 (includes 2 Single Audit Programs)
Fee per Major Program (if not included above)	\$ 6,000 per major program over 2
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ N/A
All Other Non-Attest Services	\$ N/A
TOTAL AMOUNT NOT TO EXCEED	\$ 65,600

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ N/A
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Cherry Bekaert LLP	
Authorized Firm Representative (typed or printed)* April Adams	Signature* 
Date* 02/28/24	Email Address* aadams@cbh.com

GOVERNMENTAL UNIT

Governmental Unit* Town of Wake Forest	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	\$ 65,600
Primary Governmental Unit Finance Officer* (typed or printed) Aileen Staples	Signature*
Date of Pre-Audit Certificate*	Email Address* astaples@wakeforestnc.gov

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all
 required signatures prior to submission.

PRINT



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-127-
Submitted by: Patrick Reidy
Submitting Department: Planning
Meeting Date: April 16, 2024

SUBJECT

Approval of a resolution to schedule the public hearing and certify the sufficiency for a petition requesting contiguous annexation submitted by property owners Eunice M Rogers Heirs for property associated with the rezoning request RZ-22-09, located at 3133 Burlington Mills Road and 8993 Ligon Mill Road being Wake County PINs 1749-00-7207 and 1749-00-6732 being approximately 9.55 acres.

Recommendation:

Item Summary:

ATTACHMENTS

- [041624 BOC Agenda Summary AN-24-01.pdf](#)
- [Attachment A Legal Descriptions.pdf](#)
- [Attachment B Annexation Exhibit.pdf](#)
- [Attachment C Contiguous Annexation Petitions.pdf](#)
- [CERTIFICATE OF SUFFICIENCY .docx](#)
- [DRAFT PUBLIC HEARING RESOLUTION.docx](#)

Agenda Item: Approval of a resolution to schedule the public hearing and certify the sufficiency for a petition requesting contiguous annexation submitted by property owners Eunice M Rogers Heirs for property associated with the rezoning request RZ-22-09, located at 3133 Burlington Mills Road and 8993 Ligon Mill Road being Wake County PINs 1749-00-7207 and 1749-00-6732 being approximately 9.55 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 Burlington Mills Mixed-Use, RZ-22-09.

Staff is requesting that the Board accept the petition, adopt the resolution to investigate the annexation petition, certify the sufficiency of the annexation petition, and adopt the resolution setting the public hearing date for the annexation petition.

Attachments: Attachment A Legal Descriptions AN-24-01
Attachment B Annexation Exhibit AN-24-01
Attachment C Contiguous Annexation Petitions AN-24-01
Certificate of Sufficiency
Draft Public Hearing Resolution



Bateman Civil Survey Company, PC
2524 Reliance Ave
Apex, NC 27539

Phone: (919) 577-1080
Fax: (919) 577-1081
info@batemancivilsurvey.com

Annexation Legal Description for PIN: 1749006732 & 1749007207

BEGINNING AT AN EXISTING 1/2" IRON PIPE ON THE NORTH-WESTERN BOUNDARY OF EUNICE M. ROGERS HEIRS (AS SHOWN IN BOOK OF MAPS 2018, PAGE 517 AS LOT 2 IN WAKE COUNTY REGISTER OF DEEDS AND HAVING A PARCEL ID NUMBER OF 1749006732) AND HAVING N.C. GRID COORDINATES OF N: 790,960.69' & E: 2,140,393.28' (NAD83 / NSRS 2011 / SPC), SAID POINT BEING THE POINT OF BEGINNING AND MAKING THE FOLLOWING CALLS TO BE ANNEXED WITHIN THE CORPORATE LIMITS OF WAKE FOREST:

THENCE (1), LEAVING THE POINT OF BEGINNING, NORTH 84°43'52" EAST, 430.72 FEET TO A 3/4" IRON PIPE SET ON THE WESTERN RIGHT OF WAY LIGON MILL ROAD;

THENCE (2), ALONG THE WESTERN RIGHT OF WAY OF SAID ROAD, SOUTH 08°52'35" EAST, 108.59 FEET TO A 3/4" IRON PIPE SET IN THE WESTERN RIGHT OF WAY OF LIGON MILL ROAD;

THENCE (3), CONTINUING ALONG SAID RIGHT OF WAY, SOUTH 09°04'09" EAST, 120.69 FEET TO A 3/4" IRON PIPE SET IN THE WESTERN RIGHT OF WAY OF LIGON MILL ROAD;

THENCE (4), CONTINUING ALONG SAID RIGHT OF WAY, SOUTH 09°01'02" EAST, 152.75 FEET TO A 3/4" IRON PIPE SET IN THE WESTERN RIGHT OF WAY OF LIGON MILL ROAD;

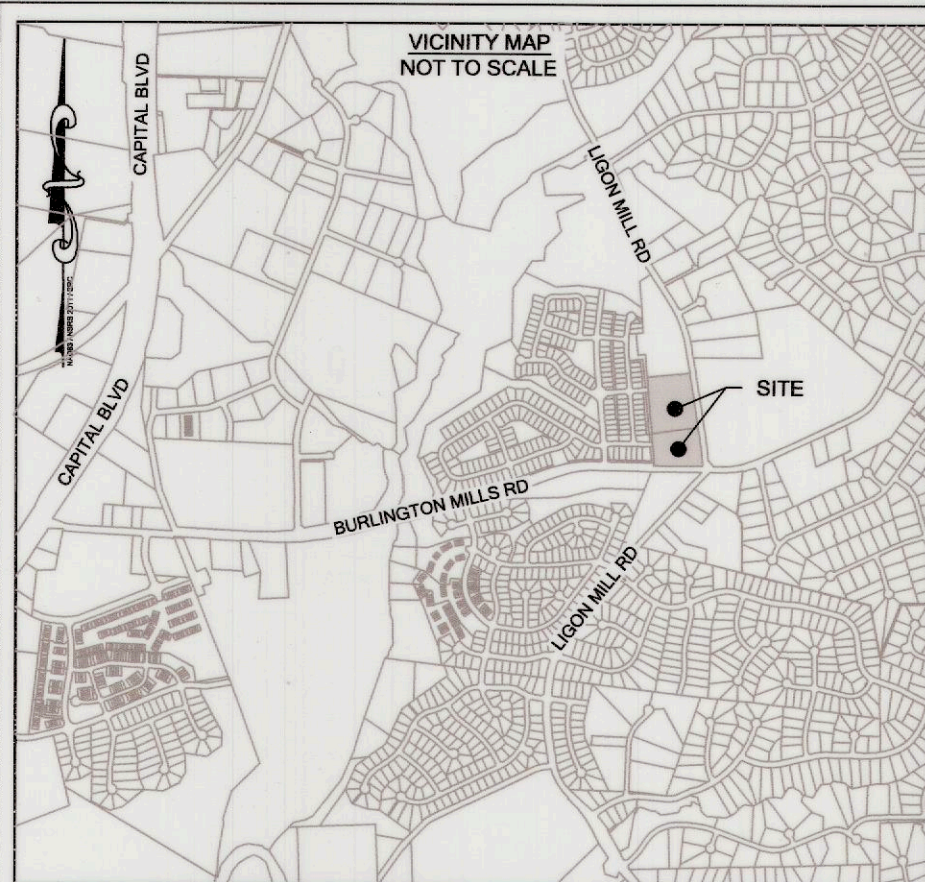
THENCE (5), CONTINUING ALONG SAID RIGHT OF WAY, SOUTH 08°43'18" EAST, 148.20 FEET TO AN EXISTING 3/4" IRON PIPE IN THE WESTERN RIGHT OF WAY OF LIGON MILL ROAD;

THENCE (6) CONTINUING ALONG SAID RIGHT OF WAY, SOUTH 08°54'11" EAST, 271.79 FEET TO A 3/4" IRON PIPE SET IN THE WESTERN RIGHT OF WAY OF LIGON MILL ROAD;

THENCE (7) CONTINUING ALONG SAID RIGHT OF WAY, SOUTH 06°07'22" EAST, 124.47 FEET TO A 3/4" IRON PIPE SET AT THE INTERSECTION OF THE WESTERN RIGHT OF WAY OF LIGON MILL ROAD AND THE NORTHERN RIGHT OF WAY OF BURLINGTON MILLS ROAD;

THENCE (8), ALONG THE NORTHERN RIGHT OF WAY OF BURLINGTON MILLS ROAD, NORTH 88°46'51" WEST, 496.13 FEET TO A 3/4" IRON PIPE SET AT THE NORTHERN RIGHT OF WAY OF BURLINGTON MILLS ROAD;

THENCE (9), LEAVING SAID RIGHT OF WAY, NORTH 04°38'54" WEST, 868.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.55 ACRES. AS SHOWN ON BATEMAN CIVIL SURVEY MAP TITLED "ANNEXATION MAP FOR THE TOWN OF WAKE FOREST" AND DATED 10/17/2022. ANNEXATION AREA CONTAINING ALL OF PIN 1749006732 (AS SHOWN IN BOOK OF MAPS 2018, PAGE 517 AS LOT 2), PIN 1749007207 (AS SHOWN IN BOOK OF MAPS 1980, PAGE 505).



ANNEXATION LEGAL DESCRIPTION FOR PIN: 1749006732 & 1749007207

BEGINNING AT AN EXISTING 1/2" IRON PIPE ON THE NORTH-WESTERN BOUNDARY OF EUNICE M. ROGERS HEIRS (AS SHOWN IN BOOK OF MAPS 2018, PAGE 517 AS LOT 2 IN WAKE COUNTY REGISTER OF DEEDS AND HAVING A PARCEL ID NUMBER OF 1749006732) AND HAVING N.C. GRID COORDINATES OF N: 790,960.69' & E: 2,140,393.28' (NAD83 / NSRS 2011 / SPC), SAID POINT BEING THE POINT OF BEGINNING AND MAKING THE FOLLOWING CALLS TO BE ANNEXED WITHIN THE CORPORATE LIMITS OF WAKE FOREST:

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THIS MAP IS CONSIDERED PRELIMINARY, NOT FOR RECORDATION, CONVEYANCE OR SALES UNLESS SIGNED AND SEALED BY THE LICENSED SURVEYOR.

I, STEVEN P. CARSON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (REFERENCES SHOWN IN TITLE BLOCK); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND AS SHOWN HERE ON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 7 DAY OF MARCH, A.D., 2024.

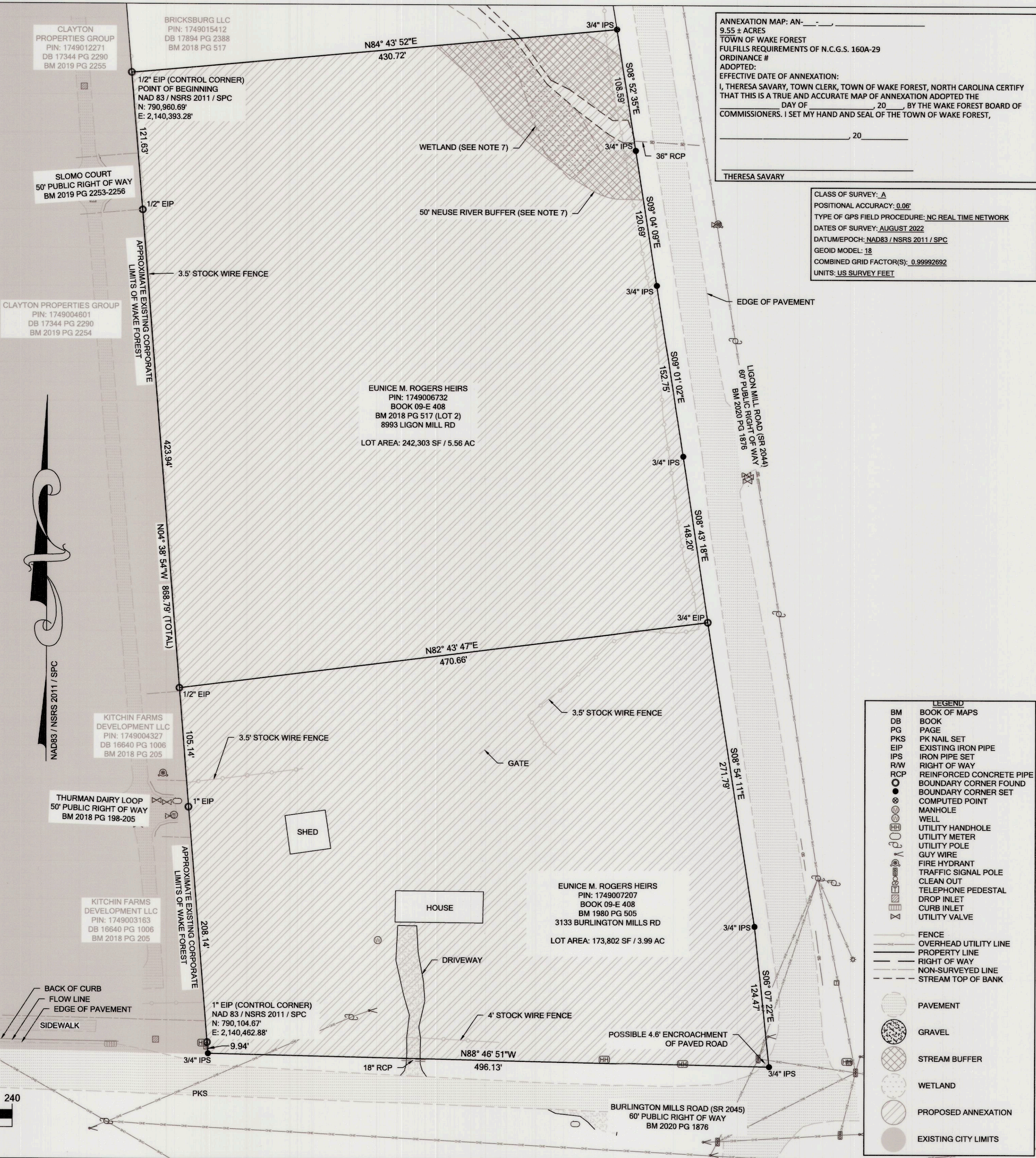
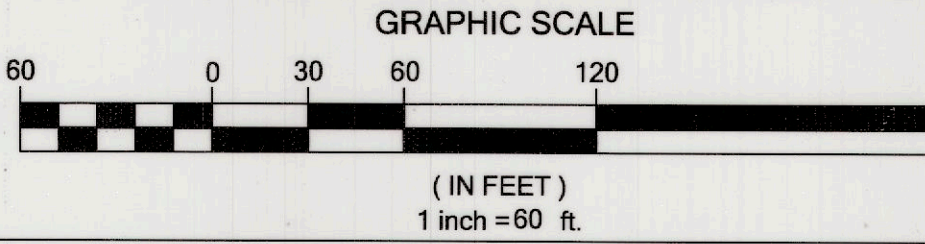
I, FURTHER THAT IN ACCORDANCE WITH G.S. 47-30-F-11-C-1; CERTIFY THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. FOR THE PURPOSE OF THIS SUBSECTION, AN "EXISTING PARCEL" OR "EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE, LEGAL DESCRIPTION CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

STEVEN P. CARSON, PLS
NC LICENSE NO. L-4752

3/7/24

SEAL
L-4752

- GENERAL NOTES**
1. THIS SURVEY WAS PREPARED BY BATEMAN CIVIL SURVEY COMPANY, UNDER THE SUPERVISION OF STEVEN P. CARSON, PLS.
 2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES AND BEARINGS ARE BASED ON GPS OBSERVATIONS, NAD 83 / NSRS 2011 / SPC, UNLESS OTHERWISE SHOWN.
 3. AREAS COMPUTED BY COORDINATE METHOD.
 4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT.
 5. PROPERTY LIES IN ZONE "X" PER NATIONAL INSURANCE PROGRAM FLOOD INSURANCE RATE MAP #3720174900K, DATED 07/19/2022.
 6. SITE ZONED "RD" PER WAKE COUNTY GIS.
 7. STREAMS AND WETLANDS ARE PER STREAMS AND WETLAND IDENTIFICATION REPORT BY KELLER ENVIRONMENTAL, LLC, DATED JUNE 9TH, 2022.



BATEMAN CIVIL SURVEY COMPANY
ENGINEERS • SURVEYORS • PLANNERS
2524 RELIANCE AVENUE, APEX, NC 27539
PHONE: (919) 577-1080 FAX: (919) 577-1081
INFO@BATEMANCIVILSURVEY.COM
NCBELS FIRM# C-2378



ANNEXATION MAP
FOR THE TOWN OF WAKE FOREST
PARCEL ID NUMBER(S): 1749006732 & 1749007207
AS RECORDED IN DB 5470, PG 6 & BK 09-E, PG 408
AS SHOWN ON BM 2018, PG 517 & BM 1980, PG 505
WAKE FOREST TOWNSHIP - WAKE COUNTY - NORTH CAROLINA

REVISIONS
1. EXCLUDED RIGHT OF WAYS FROM ANNEXATION AREA & UPDATED LEGAL DESCRIPTION. 03-07-2024
DESIGNED BY: BCSC
DRAWN BY: CJM
CHECKED BY: SPC
SCALE: 1" = 60'
DATE: 10/17/2022
DRAWING #: 220592
SHEET 1 OF 1



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: _____

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*):

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THENCE (1), leaving the point of beginning, North 84°43'52" East, 430.72 feet to a 3/4" iron pipe set on the western right of way Ligon Mill Road;
THENCE (2), leaving the western right of way of said road, North 84°43'52" East, 30.13 feet to a computed point on the centerline of Ligon Mill Road;
THENCE (3), continuing along the centerline of said road, South 8°52'37" East, 106.59 feet to a computed point;
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THENCE (10), leaving the platted centerline of Burlington Mills Road, North 4°38'54" West, 30.16 feet to a computed point on the Northern right of way of Burlington Mills Road;
THENCE (11), leaving the Northern right of way of said road, North 4°38'54" West, 868.79 feet to the point of beginning and containing 10.55 acres.
As shown on Bateman Civil Survey map titled "ANNEXATION MAP FOR THE TOWN OF WAKE FOREST" and dated 10/17/2022. Annexation area containing all of PIN 1749006732 (as shown in book of maps 2018, page 517 as lot 2), PIN 1749007207 (as shown in book of maps 1980, page 505), and area up to approximate centerline of roads.

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>Emmitt Alan Davis</u>	<u>301 Green Hill Rd</u>		
Name	Address	Signature	Date
	<u>Louisburg, NC 27549</u>		
<u>Marshall Edward Davis</u>	<u>134 AFJ Ranch Road</u>		
Name	Address	Signature	Date
	<u>Ellerbe, NC 28338</u>		
<u>George D. Davis III</u>	<u>P.O. Box 374</u>	<u>George D. Davis III</u>	<u>2/29/2024</u>
Name	Address	Signature	Date
	<u>Independence, VA 24348</u>		
_____	_____	_____	_____
Name	Address	Signature	Date

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



TOWN of WAKE FOREST

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CONTIGUOUS ANNEXATION PETITION APPLICATION

(Last updated: July 2013)

Submittal Date: 2-28-24

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.

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Name	Address	Signature	Date
	<u>Ellerbe, NC 28338</u>		
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Name	Address	Signature	Date
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TOWN of WAKE FOREST

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CONTIGUOUS ANNEXATION PETITION APPLICATION

(Last updated: July 2013)

Submittal Date: _____

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Name	Address	Signature	Date
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Name	Address	Signature	Date
Name	Address	Signature	Date

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

CERTIFICATE OF SUFFICIENCY

To the Board of Commissioners of the Town of Wake Forest, North Carolina:

I, Theresa Savary, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying the area described therein, in accordance with N.C.G.S 160A-31.

In witness whereof, I have hereto set my hand and affixed the seal of the Town of Wake Forest, this the 16th day of April, 2024.

Town Clerk

(SEAL)

RESOLUTION 2024-

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF
ANNEXATION PURSUANT TO N.C.G.S. 160A-31, AS AMENDED
(by property owners Eunice M Rogers Heirs for property associated with the rezoning
request RZ-22-09, located at 3133 Burlington Mills Road and 8993 Ligon Mill Road
being Wake County PINs 1749-00-7207 and 1749-00-6732 being approximately 9.55
acres.)

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest:

Section 1. That a public hearing on the question of annexation of the contiguous area described herein will be held at the Wake Forest Town Hall at 6:00 p.m. on the 21st day of May, 2024.

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

(See Attachment A - Legal Descriptions and Attachment B - Annexation Exhibit)

Section 3. Notice of said public hearing shall be published once in the News and Observer having general circulation in the Town of Wake Forest, at least ten (10) days prior to the day of said public hearing.

Adopted and effective this the 16th day of April, 2024.

Vivian A. Jones

Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary
Town Clerk

Hassan Kingsberry
Town Attorney



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-107-

Submitted by: Nick Nolte

Submitting Department: Engineering

Meeting Date: April 16, 2024

SUBJECT

Approval of CEI Scope for FY22 Bond Project Dunn Creek Greenway Phases 3 and 4

Recommendation:

Item Summary:

ATTACHMENTS

- [Agenda Summary_04162024.pdf](#)
- [Attachment A_Resolution_CEI Services Dunn Creek Phases 3 and 4.docx](#)
- [Attachment B_Proposed CEI Scope and Fee.pdf](#)

Agenda Item: Approval of CEI Scope for FY22 Bond Project Dunn Creek Greenway Phases 3 and 4

Summary: The Engineering Department is requesting the authorization of the Town Manager on behalf of the Town of Wake Forest to execute a contract totaling \$854,285.82 to Kimley-Horn and Associates, Inc. to provide CEI services for Phases 3 and 4 of the Dunn Creek Greenway. The proposed scope and fee provides Construction Inspection and Materials Testing, performed by Summit Design and Engineering, and project administration, performed by Kimley-Horn and Associates. The Engineering Department has reviewed the provided scope and fee and recommend Board approval.

Phase 3 will link with the Downtown Connector and extend the greenway 1.9 miles north to East Juniper Avenue. Phase 4 will connect Flaherty Park to the greater Dunn Creek Greenway system, tying into portions of greenway developed by private development in the Traditions/ Del Webb communities. Both phases 3 and 4 are planned to go to bid for construction in May 2024.

Attachments: Attachment A_Resolution_CEI Services Dunn Creek Phases 3 and 4
Attachment B_Proposed CEI Scope and Fee

RESOLUTION 2024-XX

RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE ON
BEHALF OF THE TOWN OF WAKE FOREST A CONTRACT WITH KIMLEY-
HORN & ASSOCIATES, INC. FOR THE CONSTRUCTION ENGINEERING AND
INSPECTION OF DUNN CREEK GREENWAY PHASES 3 & 4

WHEREAS, the Town of Wake Forest desires to continue to implement their Comprehensive Transportation Plan across the Town in order to improve greenway connectivity; and

WHEREAS, Kimley-Horn & Associates, Inc. will be performing Construction Engineering and Inspection which involves construction inspection and administration; and

WHEREAS, Summit Design and Engineering will be a subcontractor performing materials testing and inspection services; and

WHEREAS, Greenways are public infrastructure that require thorough materials testing and inspection that Town staff cannot administer; and

WHEREAS, Attachment B outlines specific services and costs; and

BE IT RESOLVED that the governing body of the Town of Wake Forest hereby authorizes the Town Manager to execute on behalf of the Town of Wake Forest the attached contract with Kimley-Horn & Associates, Inc. and subcontractor, Summit Design and Engineering, in the amount of \$854,285.82.

Adopted and effective this the 16th day of April 2024.

Vivian A. Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary, Town Clerk

Hassan Kingsberry, Town Attorney

INDIVIDUAL PROJECT ORDER NUMBER 5

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and The Town of Wake Forest (the Client) in accordance with the terms of the Master Service Agreement for On-Call Professional Engineering Services dated March 6, 2023, which is incorporated herein by reference.

Identification of Project:

Project Name: Dunn Creek Greenway Phase 3 & 4 Construction Phase Services

Consultant Project Manager: Caleb Lowman

Project Number: 011311071

Specific scope of basic Services:

Kimley-Horn and Associates, Inc. (“Consultant” or “Consultant”) is pleased to submit this Individual Project Order (IPO) to the Town of Wake Forest (“Town” or “the Client”) for providing professional engineering services for the above referenced project (the “Project”). Our project understanding, scope of services, schedule, and fee are below.

Project Understanding

The purpose of this IPO is for the Consultant and team to provide bid phase services, full-time Project administration, full-time construction inspection, and materials testing for Dunn Creek Greenway Phase 3 & 4. The consultant will utilize the services of Summit Design and Engineering Services (Subconsultants) for daily inspection, field reporting, and materials testing as outlined in their scope of work. Consultant understands that the construction schedule for Dunn Creek Greenway Phase 3 & 4 is 480 calendar days. Consultant assumes that the total duration of the Construction Phase Services will be a total of 69 weeks, which includes startup and project closeout. The plans and specifications have been designed and provided to the Town as a part of previous IPOs. Services included in this IPO are listed below.

Scope of Services

Consultant will provide the services specifically set forth below.

Task 1 – Construction Inspection and Materials Testing (Summit Design and Engineering)

See Summit Design and Engineering Scope of Work November 29, 2023 (Attachment A).

Task 2 – Project Administration

Bid Phase Services - The Town will be responsible for developing and issuing the bid advertisement on the Town website and in the local newspaper, making copies of the signed plans and specifications available to interested parties, maintaining a bidder’s log, conducting the bid opening, and evaluating the compliance of the bids received with the bidding documents. Consultant will be responsible for providing project plans and specifications to the local plan rooms for review by Contractors, attending one Pre-Bid Conference, responding to Contractors’ questions, and issue up to one (1) formal addendum. The provided addenda will include minutes to the Pre-Bid

Conference. Consultant will tabulate the bids received and evaluate general compliance of bids with the bidding documents. Consultant will provide a summary of this tabulation and evaluation.

If bid phase services are required in addition to those listed above due to project readvertisement or other bid phase complications, then those services shall be considered Additional Services outside of the intended scope of this Contract.

Bi-Weekly Meetings - Once construction begins, Consultant will administer bi-weekly meetings with the contractor, Town, and other stakeholders. Consultant will compile meeting minutes and distribute to all stakeholders. The consultant will produce meeting minutes and provide to the Town. Consultant will coordinate and meet with utility companies in conjunction with the selected contractor. The contractor is ultimately responsible for this task per the contract specifications; however, to expedite this process, the consultant will assist as needed with this task. *Consultant assumes (35) Bi-weekly Meetings and (2) Utility Meetings.*

Meetings at Town Request - Consultant, if requested by the Town, will meet to discuss miscellaneous issues related to the project. *Consultant assumes (5) meetings if requested by the Town.*

Project ShareFile Site – Town will setup and maintain a project site (e-builder). Consultant will upload all project information such as, RFI's, pay applications, and other documents as necessary. Consultant will notify team members when new information is uploaded to the website.

Project Contact List - Consultant will set up and maintain project contact list. This process will begin at the preconstruction meeting and conclude at the end of the project. The contact list will include but not be limited to the construction phase team, Town personnel, contractor and subcontractor personnel.

Pre-Construction Meeting - Consultant will administer pre-construction meeting with the contractor, Town, and other stakeholders before the start of construction. Consultant will compile meeting minutes and distribute to all stakeholders. The consultant will produce meeting minutes and provide to the Town. *Consultant assumes (1) pre-construction meeting.*

Pre-Installation Meetings - Consultant will administer pre-installation meetings for major contract items with the contractor, Town, and other stakeholders. Consultant anticipates meeting for traffic control installation, pedestrian route changes, and pedestrian bridge installation. Consultant will compile meeting minutes and distribute to all stakeholders.

Engineers Bi-Weekly Summary - Consultant will compile data from the project on a bi-weekly basis, such as field and testing reports, schedule status, and any outstanding items. This information will be placed into an Engineers Bi-Weekly Summary and distributed to the Town. *Consultant assumes 35 bi-weekly summaries.*

Site Visits and Construction Observation - Consultant will make visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work but will be limited to spot checking and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents and keep Town informed of the general progress of the work.

Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to the Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents. Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. *Consultant assumes 35 site visits will be required; site visits are to be incorporated with bi-weekly meetings. It is anticipated that up to 10 additional (non-bi-weekly meeting) site visits will be required. It is anticipated that 5 sites visits will be required during the pedestrian bridge boardwalk construction by the Engineer of Record.*

Recommendations with Respect to Defective Work - Consultant will recommend to Town that Contractor's work be disapproved and rejected while it is in progress if Consultant believes that such work will not produce a completed project that generally conforms to the Contract Documents.

Review Requests for Information - Consultant will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by the Town. *Consultant assumes 20 requests for information submitted for review.*

Review of Supplemental Agreements - Consultant will review Supplemental Agreements submitted by the contractor on behalf of the Town. Consultant will review any supplemental agreement submitted by the contractor with the approved Contract Documents and make a recommendation to Town. Our review will involve coordination with the Town to include all stakeholders in the process. *Consultant assumes 5 supplemental agreements.*

Review Pay Applications - Based on its observations and on review of applications for payment and supporting documentation, Consultant will recommend amounts that Contractor be paid. Recommendations will be based on Consultant's knowledge, information, and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Consultant will review, approve, and make recommendation for payment to Town. The submitted pay application will be reviewed with Subconsultant and cross-checked with submitted field reports. Consultant will also review to determine if all information that is required is included, such as material tickets, supplier list, W-9 forms, DBE-IS for subcontractors, subcontractor approval forms, sales tax, certified payroll, and an updated schedule. *Consultant assumes 16 monthly and 1 final pay application.*

Review Subcontract Approval Forms - Consultant will review subcontract approval forms for compliance for Town. The submitted subcontract approval forms will be cross-checked against the pay applications and daily field reports. These subcontract forms will be approved and submitted with the pay application. *Consultant assumes 10 subcontract approval forms will be submitted for the project.*

Review of Wage Interviews - Consultant will review all wage interviews in accordance with Town/NCDOT guidelines. Subconsultant will be conducting the interviews quarterly and submitting to Consultant for review. Consultant will review the interviews against the certified payroll submitted by the contractor, as well as the daily reports submitted by Subconsultant. *Consultant assumes 10 wage interviews.*

Review of Shop Drawings and Approved Products List - Consultant will review and take appropriate action with respect to Shop Drawings and Samples and other data that Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders. Consultant will review the shop drawing submittals with the NCDOT Approved Products for compliance with the plans and specifications. *Consultant anticipates approximately 150 items will require review and approval. We also anticipate that these would be compiled into 50 larger packages and submitted for review.*

Substitutes and "or-equal." - Consultant will evaluate and determine the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.

Periodic Town Reviews - Consultant will set up periodic reviews with Town to verify that the material and information are in compliance. It is anticipated that these reviews will be part of a bi-weekly meeting. *Consultant assumes 2 reviews with Town.*

Substantial Completion - When requested by Contractor and Town, Consultant will conduct a site visit to determine if the work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work - Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.

Project Closeout - Consultant will work with Town to close out the project. This process will include a pre-punch list, punch list walk through, follow-up punch list walk through, Internal audit, and Materials and Testing Audit.

Disputes between Town and Contractor - Consultant will, if requested by Town, render written decision on all claims of Town and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Town or Contractor and shall not be liable in connection with any decision.

Record Drawings - Consultant will assemble record drawing package showing significant changes reported by the Contractor or made to the design by Consultant. Record drawing information will be provided by the Contractor per the contract specifications. Record drawing information will be assembled per the NCDOT construction manual and City of Raleigh requirements. Record drawings are not guaranteed to be as-built but will be based on information made available.

Kimley-Horn will upload the storm drain record drawing provided by the contractor to the Towns IDT site.

Record Retention. The Consultant will retain the project records for 3 years or as required by NCDOT.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services include, but are not limited to, the following:

- Plan revisions/meetings resulting from adjacent site requests
- Plan revisions based on unforeseen or changed site conditions
- Services beyond anticipated construction schedule

Schedule

It is anticipated that the total project construction schedule will be 480 days from Notice to Proceed, plus startup and closeout.

Fee and Expenses

Consultant will perform the services described in the Scope of Services for a lump sum fee of **\$ 854,285.82**. Fees broken down by individual tasks are as follows:

<u>Task No.</u>	<u>Design Tasks</u>		<u>Estimated Fee</u>
1	Construction Inspection and Materials Testing	\$	618,385.82
2	Project Administration	\$	233,900.00
	Expenses	\$	2,000.00
	Total	\$	854,285.82

Kimley-Horn will not exceed the anticipated labor and expense fee shown without authorization from the Town. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number. Monthly invoices will include employee's time sheets which will detail the location of the employee's work, time spent on location, and work performed to support the billing.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Caleb D. Lowman, P.E.
Project Manager



Jeffrey W. Moore, P.E.
Senior Vice President



Attachment A – Summit Design and Engineering Scope and Fee
Attachment B – Kimley-Horn Fee

Attachment I Scope Clarifications for Dunn Creek Phases 3&4**Provide Soil & Materials Testing**

- 1.) Provide ABC sampling, borrow pit sampling, and conventional densities.
 - a. Liquid limits
 - b. Classification
 - c. Sieve analysis
- 2.) Concrete testing.
 - a. Concrete slump - field
 - b. Air & chase test – field
 - c. Compression tests 7 day & 28 day
- 3.) Asphalt Tests
 - a. Nuclear gauge density test
 - b. Specific gravity of asphalt cores
 - c. Asphalt Extraction Gradation
- 4.) Embankment Densities, Subgrade Densities and Proof rolling Tests

Planning and Design Services

- 1.) Attending construction meetings.
- 2.) Attend any other meetings as requested.

Special Inspections

- 1.) Bridge inspection
- 2.) Boardwalk inspection
- 3.) Multi-use path inspection
- 4.) Erosion and sedimentation control inspections

Additional Special Inspections

- 1.) Verifying pay record books, pay apps, MRR's, daily reports, ticket books, CM Testing Logs.
- 2.) Verification of NPDES forms are completed and reported as required by Land Disturbing Permit.
- 3.) Verify what has been installed is correct.
- 4.) Trace as-builts by contractor.

CMT Assumptions/Clarifications

- Summit will provide Construction Materials Testing as the main consultant to the Town of Wake Forest and Kimley-Horn.

Raleigh Office

3301 Benson Drive, Suite 400, Raleigh, NC 27609

919.322.0115 // www.summitde.com

- Construction Materials Testing will be provided in accordance with the prevailing agency's testing guidelines (NCDOT). For clarity, the 2024 NCDOT Standards and Specifications testing requirements will be adhered to and include the Town's Standards & Design.
- The following Construction Materials Testing will be provided per 2024 NCDOT Standards Specifications.

1. SOILS AND FOUNDATIONS

Summit will periodically check soil compaction (density) to verify that the Project specifications and 2024 NCDOT Standard Specifications are being followed. This will apply to mass grading, pipe backfill, and undercut backfill. Subgrade testing will utilize test sections appropriate for the quantity of multi-use paths constructed. Summit will also include observation of proof rolling the grade once subgrade is prepared prior to placement of sub ballast or pavement structure.

The required foundation tests for the drilled shafts will be performed to verify that the drilled shafts meet the requirements of the specifications.

2. STRUCTURAL STEEL REINFORCEMENT

Reinforcement inspection shall be performed prior to placement of structural concrete. Reinforcement steel will be sampled in accordance with NCDOT's Minimum Sampling Guidelines and Protocols and Procedures.

3. CONCRETE AND GROUT

Construction requires Summit to monitor concrete placement for roadway, incidental, structure, substructure concrete. Summit will test fresh concrete for air content, slump, and temperature and cast cylinders for laboratory compressive strength testing.

4. ASPHALT PAVEMENT

Construction requires Summit to monitor asphalt placement. The Construction Contractor shall perform NCDOT QMS Quality Control and Summit shall provide Quality Assurance. Summit will test for density and verify that the asphalt placement is in accordance with plans, specifications, and NCDOT policy and procedures.

5. INDEPENDENT ASSURANCE

As part of the Materials Certification process, Summit shall coordinate with NCDOT's Independent Assurance technicians to schedule the performance of their Quality Assurance sampling and testing as required.

Summit will bill their efforts to Kimley-Horn on a T&M basis according to the Unit Rate Schedule provided by the Professional in the Fully Executed Master Agreement.

Additional Clarifications:

- 1.) All labor for Summit will be invoiced monthly on a T&M basis from the date of notice to proceed, through completion to be mutually defined by the Kimley-Horn and Summit at a future date.
- 2.) Payment from the Kimley-Horn is due net thirty (45) days of receipt of Summit's invoice.
- 3.) Summit will bill their efforts to the Kimley-Horn on a T&M basis according to the Unit Rate Schedule provided by the Professional in the Fully Executed Master Agreement.

Documents/ Deliverables:

1.) Summit will continue using Kimley-Horn's Box for project documentation. Summit will compile and maintain uniform filing system pursuant to the NCDOT Construction Manual for Records and Reports. These records will be updated monthly to the Kimley-Horn's Box Folder by Michael Sciortino or Summit technician.

Inspections and CEI Work:

1.) Should additional testing or other work be required, Summit notify the Town of Wake Forest and Kimley-Horn of any additional or extra work in writing.

2.) Summit will assist the Town of Wake Forest using Summit's CMT for Dunn Creek projects by providing the following items:

A) Verification of quantities on the pay application:

- i) Summit will ensure the Town has not over or under paid the contractor prior to the final pay application.
- ii) Summit will use a Field Technician for measuring and computing payment quantities and verify all quantities measured computed and paid to date by other consultants.
- iii) Summit will conduct wage reviews quarterly or every time a new subcontractor shows up onsite.

B) Summit will use CEI staff will provide verification to make sure what has been installed is correct vertically and/or horizontally in comparison to the approved plans for all roadway appurtenances. This be accomplished as follows:

- i) Field Technician will check lines, grades, slopes, etc using the contractor surveyor's stakes.
- ii) Field Technician will check and verify all pipe crossings including inverts, pipe lengths, box inverts, box depths box dimensions and all headwalls to make sure they are correct and will identify discrepancies to the Owner/Kimley-Horn.
- iii) Field Technician will review and check curb and gutter, sidewalk, concrete trail path, pavements, wheelchair ramps and all other associated flatwork to ensure positive drainage, slopes, lines, grades, offset and quantity verifications.
- iv) Field Technician will check and verify all bridge crossings including boardwalks to make sure they are correct and will identify discrepancies to the Owner/Kimley-Horn.

CEI Services

- 1) Summit will provide CEI services as outlined herein including the scope defined in the contractor's bid proposals for Dunn Creek Phase 3 &4, between Summit and Kimley-Horn titled Attachment I attached herein.
- 2) Summit will work with other consultants on the measuring, computing, and recommending payment for partial payment estimates including current and future pay applications to the Owner.
- 3) Summit will investigate and provide recommendations regarding contractor claims for time or compensation.
- 4) Summit will review and provide recommendations to the Owner and Kimley-Horn on what work is available however not being pursued by the Contractor. In this review and activity Summit will also concurrently track work that has been left incomplete or inaccurate to the lines and grades and slopes on the approved plans.

- 5) Summit will attend all meetings project related to help address unresolved issues or actions needed for owner/Kimley-Horn to act. This activity is necessary to address claims and provide recommendations to the Owner/Kimley-Horn.
- 6) Summit anticipates the project will need two full-time techs based on 480 days. Summit will only charge for time worked on the project. Transportation Tech V 480 days, Transportation Tech II 300 days.

Fee:

- 1) On-Call Inspection Services/ Materials Testing Services: \$618,385.82.

Total Labor Cost
\$201,956.15

ENGINEERING AND INSPECTION - TECHNICIANS
DIRECT LABOR COST SUMMARY
Description
Summit Design and Engineering Services

CALENDAR YEAR 2024												
Personnel Classification / Employee Name	Regular Hours ¹	Overtime Hours ²	Total Hours	Regular Rate ³	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Shift Premium Hours	Shift Premium Rate	Shift Premium Labor Cost	Total Labor Cost
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
Ben Layton	1155	116	1271	\$ 45.90	\$ 58,338.90	116	\$ 22.95	\$ 2,662.20		\$ 4.59	\$ -	\$ 61,001.10
TTII	1155	116	1271	\$ 32.93	\$ 41,854.03	116	\$ 16.47	\$ 1,910.52		\$ 3.29	\$ -	\$ 43,764.55
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
June - December (7 months)			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
TOTALS	2310	232	2542		\$ 100,192.93	232		\$ 4,572.72	0		\$ -	\$ 104,765.65

NOTES:

¹ Estimated 165 hours / month

² Estimated 10% of Regular Hours

³ Rates shown are Maximum Allowable Rates for purposes of establishing the Project CEI budget.

Actual Reimbursable Rates will be approved by the DEPARTMENT for each technician and shall not exceed the maximum allowable rates established for the classification.

TOTAL PREMIUM LABOR	\$ 4,572.72
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ENGINEERING AND INSPECTION - TECHNICIANS
DIRECT LABOR COST SUMMARY
Description
Summit Design and Engineering Services

CALENDAR YEAR 2025												
Personnel Classification / Employee Name	Regular Hours ¹	Overtime Hours ²	Total Hours	Regular Rate ³	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Shift Premium Hours	Shift Premium Rate	Shift Premium Labor Cost	Total Labor Cost
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
Ben Layton	1485	149	1634	\$ 45.90	\$ 75,000.60	149	\$ 22.95	\$ 3,419.55		\$ 4.59	\$ -	\$ 78,420.15
TTII	495	50	545	\$ 32.93	\$ 17,946.85	50	\$ 16.47	\$ 823.50		\$ 3.29	\$ -	\$ 18,770.35
		0	0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
January - September (9 Months)			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -		\$ -	\$ -	\$ -
TOTALS	1980	199	2179		\$ 92,947.45	199		\$ 4,243.05	0		\$ -	\$ 97,190.50

NOTES:

¹ Estimated 165 hours / month

² Estimated 10% of Regular Hours

³ Rates shown are Maximum Allowable Rates for purposes of establishing the Project CEI budget.

Actual Reimbursable Rates will be approved by the DEPARTMENT for each technician and shall not exceed the maximum allowable rates established for the classification.

TOTAL PREMIUM LABOR \$ 4,243.05

Total Labor Cost
\$ 5,605.60

Robert J. Stroup:
Overtime is not allowed for
PROJECT MANAGERS.

ENGINEERING MANAGEMENT/CONTRACT ADMINISTRATION
DIRECT LABOR COST
Description
Summit Design and Engineering Services

CALENDAR YEAR 2024									
Personnel Classification / Employee Name ¹	Regular Hours	Overtime Hours	Total Hours	Regular Rate	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Total Labor Cost
Michael Sciortino PE	32		32	\$ 70.07	\$ 2,242.24	0	\$ 35.04	\$ -	\$ 2,242.24
			0		\$ -	0	\$ -	\$ -	\$ -
June- December			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
TOTALS	32	0	32		\$ 2,242.24	0	\$ 35.04	\$ -	\$ 2,242.24

¹ One Management visit for prime firm is reimbursable every quarter
One Management visit from subcontractors is reimbursable two times per year

Robert J. Stroup:
Overtime is not allowed for
PROJECT MANAGERS.

ENGINEERING MANAGEMENT/CONTRACT ADMINISTRATION
DIRECT LABOR COST
Description
Summit Design and Engineering Services

CALENDAR YEAR **2025**

Personnel Classification / Employee Name ¹	Regular Hours	Overtime Hours	Total Hours	Regular Rate	Regular Labor Cost	Overtime Hours	Overtime Rate	Overtime Labor Cost	Total Labor Cost
Michael Sciortino PE	48		48	\$ 70.07	\$ 3,363.36	0	\$ 35.04	\$ -	\$ 3,363.36
			0		\$ -	0	\$ -	\$ -	\$ -
January - September			0		\$ -	0	\$ -	\$ -	\$ -
			0		\$ -	0	\$ -	\$ -	\$ -
TOTALS	48	0	48	\$ 70.07	\$ 3,363.36	0	\$ 35.04	\$ -	\$ 3,363.36

¹ One Management visit for prime firm is reimbursable every quarter
One Management visit from subcontractors is reimbursable two times per year

Version: 2024.01.04.RJS

CONTRACT ENGINEERING AND INSPECTION
DIRECT EXPENSES

FIELD EQUIPMENT AND SUPPLIES FURNISHED BY

Description

TOTAL DIRECT COSTS: \$ 66,157.84

* Vehicle Base Rates per "MAXIMUM ALLOWABLE NON-SALARY DIRECT COSTS" (latest version) -- [Maximum Allowable Non-Salary Direct Costs.pdf](https://connect.ncdot.gov/business/consultants/_layouts/download.aspx?SourceUrl=/business/consultants/Roadway/Maximum%20Allowable%20Non-Salary%20Direct%20Costs.pdf) located at:
https://connect.ncdot.gov/business/consultants/_layouts/download.aspx?SourceUrl=/business/consultants/Roadway/Maximum%20Allowable%20Non-Salary%20Direct%20Costs.pdf

** Nuclear Gauge monthly reimbursement rate per M. L. Sylvester, PE memo dated May 13, 2019 entitled "Reimbursement for Private Engineering Firm Furnished Nuclear Gauge".

Phones, Computers, iPads, Data Plans, Wifi, ...etc. are in Overhead.

Item No.	Description	Months	Quantity	Unit	Unit Price	Unit Tax	Total Unit Cost	Salvage Value	Total Cost
1	Project Vehicles - 2 wheel drive - # Vehicles *			veh-mo	\$1,074.00		\$ 1,074.00		\$ -
2	Gas Reimbursement: 2-WD @ \$0.XX per mile Gas reimbursement based on \$/gal/16 mpg.			miles	\$0.28				\$ -
3	Project Vehicles - 4 wheel drive - # Vehicles *	16	2	veh-mo	\$1,140.00		\$ 1,140.00		\$ 36,480.00
4	Gas Reimbursement: 4-WD @ \$0.XX per mile Gas reimbursement based on \$/gal/14mpg.	16	1218	miles	\$0.23				\$ 4,482.24
5	Project Vehicles - Survey Vehicle - # Vehicle			veh-mo			\$ -		\$ -
6	Gas Reimbursement: Survey Vehicle @ \$TBD per mile Gas reimbursement based on \$TBD/gal/TBD mpg			miles					\$ -
7	Communication (# mobile phones). -- -- RECOVERED THROUGH FIRM'S OVERHEAD.			mo			\$ -		\$ -
8	Survey Equipment			Actual Cost (Not-to-Exceed)			\$ -		\$ -
9	Troxler 3450 Thick Nuclear Gauges (Rent/Purchase) -- MONTHLY REIMBURSEMENT RATE = \$400/month. **	1	2	gauge-month	\$ 400.00		\$ 400.00		\$ 800.00
10	Leak Test, Calibration, Cleaning and Lubrication -- INCLUDED IN MONTHLY REIMBURSEMENT RATE ABOVE. **			yr			\$ -		\$ -
11	Yearly NCDENR License Fee of -- INCLUDED IN MONTHLY REIMBURSEMENT RATE ABOVE. **			yr			\$ -		\$ -
12	Quarterly Testing of 10 Badges per test -- INCLUDED IN MONTHLY REIMBURSEMENT RATE ABOVE. **			yr		\$ -	\$ -		\$ -
13	Mounted Transportation Box -- INCLUDED IN MONTHLY REIMBURSEMENT RATE ABOVE. **			Actual Cost (Not-to-Exceed)		\$ -	\$ -		\$ -
14	Safety Harness w/ 2 Lanyards			Actual Cost (Not-to-Exceed)		\$ -	\$ -		\$ -
15	Field Office(Rent Monthly)			mo		\$ -	\$ -		\$ -
16	Field Office Set up			Actual Cost (Not-to-Exceed)		\$ -	\$ -		\$ -
17	Utilities (Monthly)			mo		\$ -	\$ -		\$ -
18	Office Furniture			Actual Cost (Not-to-Exceed)		\$ -	\$ -		\$ -
19	Monthly Office supplies (\$50 per month) --IF PEF PROVIDES A FIELD OFFICE, -- -- RECOVERED THROUGH FIRM'S OVERHEAD.			mo		\$ -	\$ -		\$ -
20	Computer (LAPTOP) -- HAS A \$399.99 SALVAGE VALUE (CALCULATED AUTOMATICALLY). -- -- RECOVERED THROUGH FIRM'S OVERHEAD.			Actual Cost (Not-to-Exceed)		\$ -	\$ -	\$ -	\$ -
21	Concrete Air Pot		1	Actual Cost (Not-to-Exceed)	\$ 827.80	\$ 64.15	\$ 891.95		\$ 891.95
22	Concrete Slump Cone		1	Actual Cost (Not-to-Exceed)	\$ 176.40	\$ 13.67	\$ 190.07		\$ 190.07
23	Conventional Density Equipment Set		1	Actual Cost (Not-to-Exceed)	\$ 2,668.00	\$ 206.77	\$ 2,874.77		\$ 2,874.77
24	Copier			Actual Cost (Not-to-Exceed)		\$ -	\$ -		\$ -
25	Copier Maintenance (yearly)			Actual Cost (Not-to-Exceed)		\$ -	\$ -		\$ -
26	Fax			Actual Cost (Not-to-Exceed)		\$ -	\$ -		\$ -
27	Trips by Project Management								
28	PEF Prime = 4 trips per year @ ____ miles (Total # of Trips)		640	mi	\$ 0.670		\$ 0.670		\$ 428.80
29	PEF Subconsultant1 = 2 trips per year @ ____ miles (Total # of Trips)			mi	\$ 0.670		\$ 0.670		\$ -
30	PEF Subconsultant2 = 2 trips per year @ ____ miles (Total # of Trips)			mi	\$ 0.670		\$ 0.670		\$ -
31	PEF Subconsultant3 = 2 trips per year @ ____ miles (Total # of Trips)			mi	\$ 0.670		\$ 0.670		\$ -
32	-- Miscellaneous Direct Costs, etc. --								\$ -
33	Concrete Cylinder Breaks	2	50	EACH	\$ 18.00	\$ -	\$ 18,000		\$ 1,800.00
34	Specific Gravity / Asphalt Core Densities	2	27	EACH	\$ 35.00	\$ -	\$ 35,000		\$ 1,890.00
35	Dynamic Cone Penetration in Pavement	1	20	EACH	\$ 85.00	\$ -	\$ 85,000		\$ 1,700.00
36	Asphalt Extraction Gradation (ASTM D6951)	1	18	EACH	\$ 350.00	\$ -	\$ 350,000		\$ 6,300.00
37	Standard Proctor (For Soil Classification of Borrow) ASTM D 698	2	6	EACH	\$ 150.00	\$ -	\$ 150,000		\$ 1,800.00
38	Atterberg Limits	2	9	EACH	\$ 70.00	\$ -	\$ 70,000		\$ 1,260.00
39	ABC Stone Gradation	2	9	EACH	\$ 70.00	\$ -	\$ 70,000		\$ 1,260.00
40	Plans	2	1	EACH	\$ 1,250.00	\$ -	\$ 1,250,000		\$ 2,500.00
41	Miscellaneous	1	1	EACH	\$ 1,500.00	\$ -	\$ 1,500,000		\$ 1,500.00
42	Miscellaneous					\$ -	\$ -		\$ -

TOTAL DIRECT COSTS: \$ 66,157.84

FEF ESTIMATE

Attachment B

MANHOURS BY CLASSIFICATION							TOTAL		PROJECT PHASE
SENIOR PROF II	SENIOR PROF I	PROF	ANALYST	SENIOR TECH	TECH	SUPPORT STAFF	MANHOURS	MANDAYS	Task 2 - Project Administration
		12	10		2		24	3.00	Bid Phase Services
		236	118				354	44.25	Precon, Weekly, Monthly Meetings and Site Visits
		10	10				20	2.50	Engineers Weekly Summary
		8					8	1.00	Recommendations with Respect to Defective Work
		60	40				100	12.50	Review Pay Applications and Schedule Review
		60	20				80	10.00	Requests for Information (RFI)
		30	10				40	5.00	Review Subcontract Approval Forms
		80	50				130	16.25	Review of Shop Drawings and Approved Projects List
		10					10	1.25	Substitute and Or Equals
		30	10				40	5.00	Supplemental Agreements
			10				10	1.25	Review of Wage Interviews
		2	7				9	1.13	Project Contact List
	8		4				12	1.50	Periodic Internal Reviews
		40	80				120	15.00	Materials Received and Ticket Book Documentation
		8	8				16	2.00	Substantial Completion
		22	22				44	5.50	Project Closeout
		20	18				38	4.75	Coordination with Subcontractors
		16	16				32	4.00	Miscellaneous Coordination with Contractor/Town
		4					4	0.50	Final Notice of Acceptability of the work
		10					10	1.25	Disputess between Town and Contractor
		30	54				84	10.50	Record Drawings
							0	0.00	
0	8	688	487	0	2	0			
							1185	148.13	



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-130-

Submitted by: Nick Nolte

Submitting Department: Engineering

Meeting Date: April 16, 2024

SUBJECT

Approval of a resolution to formally designate Nick Nolte as the Town of Wake Forest's representative to the Upper Neuse River Basin Association (UNRBA)

Recommendation:

Item Summary:

ATTACHMENTS

- [Agenda Summary_04162024.pdf](#)
- [Attachment A_Resolution-UNRBA_Representation.docx](#)

Agenda Item: Approval of a resolution to formally designate Nick Nolte as the Town of Wake Forest's representative to the Upper Neuse River Basin Association (UNRBA)

Summary: The Mission of the UNRBA is to preserve the water quality of the Upper Neuse River Basin through innovative and cost-effective pollution reduction strategies, and to constitute a forum to cooperate on water supply issues within the Upper Neuse River Basin. The UNRBA and our other members rely on the continued membership and participation of the Town of Wake Forest. Because of this membership, the Town's Commission should proceed with formally designating its representatives to the UNRBA. Previously, Monica Sarna was the designated Board Director on the UNRBA Board for Wake Forest. The UNRBA Bylaws (available at unrba.org, Article VII Board of Directors, 7.2) states that each member should designate a Director and two Alternates. The attached resolution is for the Board of Commissioners approval to designate Nick Nolte as the Director, Allison Snyder as Alternate I, and Kevin Kirsch as Alternate II.

Attachments: Attachment A_Resolution-UNRBA_Representation

RESOLUTION 2024-XX

RESOLUTION TO DESIGNATE A NEW DIRECTOR TO REPRESENT THE
TOWN OF WAKE FOREST WITH THE UPPER NEUSE RIVER BASIN
ASSOCIATION (UNRBA)

WHEREAS, The UNRBA Bylaws states that each member should designate a Director and two Alternates; and

WHEREAS, Monica Sarna, who is no longer employed with the Town, was previously the designated Board Director on the UNRBA Board for Wake Forest; and

WHEREAS, approval by the Town of Wake Forest Board of Commissioners is necessary for designating its representatives to the UNRBA; and

BE IT RESOLVED that the Board of Commissioners of the Town of Wake Forest approves to designate Nick Nolte as the Director, Allison Snyder as Alternate I, and Kevin Kirsch as Alternate II.

Adopted and effective this the 16th day of April 2024.

Vivian A. Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary, Town Clerk

Hassan Kingsberry, Town Attorney



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-104-

Submitted by: Steven Meyer

Submitting Department: Engineering

Meeting Date: April 16, 2024

SUBJECT

Approval of Award of J. B. Flaherty Park Dam Improvement Construction to Morgan Corp.

Recommendation:

Recommend Approval

Item Summary:

ATTACHMENTS

- [Agenda Summary_04022024.pdf](#)
- [Attachment_A_2024-xx_Resolution \(5\).docx](#)
- [Attachment B_Bid # 0005-2023 - Morgan Corp..pdf](#)
- [Attachment C_Bid Tab - Bid 0005-2023.pdf](#)

Item Title: Approval of J. B. Flaherty Park Dam Improvement Construction to Morgan Corp.

Item Summary: In 2023, the Engineering Department contracted with Freese and Nichols to provide professional services to the Town for dam rehabilitation design and construction support services for the J. B. Flaherty Park Upper Dam Improvements. The design was approved 1/12/2024. Notices for Bid were advertised on January 12, 2024 and on February 15, 2024 at 2:00 pm, the bid opening was closed. The Town received four bids of which the bids were reviewed and tabulated by Town Staff. Morgan Corp. is the apparent low bidder at \$829,910.00. Upon review of the Qualifications Statement of the low bidder, Town Staff recommends awarding the contract to Morgan Corp. The April 16, 2024 Board Meeting will include the resolution to authorize the Town Manager to award the bid.

Attachments: Attachment A_2024-XX Resolution
Attachment B_ Bid # 0005-2023 - Morgan Corp.
Attachment C_ Bid Tab – 0005-2023

RESOLUTION 2024-XX

RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE ON
BEHALF OF THE TOWN OF WAKE FOREST, THE CONTRACT FOR THE
FLAHERTY PARK UPPER DAM IMPROVEMENTS, BID #0005-2023

WHEREAS, the Engineering Department posted a call for bids for the Flaherty Park Upper Dam improvements project as an opportunity to collect competitive bids for construction services as specified in the bid documents; and

WHEREAS, the Town of Wake Forest received American Rescue Plan Act Funding in 2021 to fund Stormwater Improvements; and

WHEREAS, consistent with the Town's purchasing policy, on January 12th 2024, the Town published a Notice to Bidders inviting interested and qualified contractors to submit bids; and

WHEREAS, on February 15, 2024 at 2:00 pm the bid opening was closed, and Town had received a total of 4 submissions, one was disqualified for not having a bid bond; and

WHEREAS, a bid tabulation was completed, and all bids were reviewed to confirm receipt of required bid documentation; and

WHEREAS, the lowest bidder was selected as the contractor to perform the dam improvements; and

BE IT RESOLVED by the governing body of the Town of Wake Forest hereby authorizes the Town Manager to execute a contract with Morgan Corp. for the Bid #0005-2023 in the amount of \$829,910.00 for the Flaherty Park Upper Dam Improvements project.

Adopted and effective this the ____ day of _____ 2024.

Vivian A. Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary, Town Clerk

Hassan Kingsberry, Town Attorney

Bid # 0005-2023

J.B. Flaherty Park Dam Improvements

Due Date: 2-15-24 @ 2:00 p.m.

140

2:00 pm

Meeting Attendance

Bid # 0005-2023

Flaherty Park Upper Dam Improvements

Date: 2/15/2024

No	Name	Organization	Email	Phone	Signature
1	Steve Meyer	Town of Wake Forest	smeyer@wakeforestnc.gov	919 889-3898	Steve Meyer
2	Min Min Htin	Town of Wake Forest	mhtun@wakeforest-nc.gov	919 889 3896	Min Min Htin
3	Andrew Simanovsky	HGS, LLC (RES)	asimanovsky@res.us	252-202-2721	Andrew Simanovsky
4	Logan Green	Triangle Pond Management	logangreen@trianglepondmanagement.com	964-302-6023	Logan Green
5	Mickey St. Clair	Morgan Corp	mstclair@morgan-corp.com	878-312-4526	Mickey St. Clair
6	Tony Brussa	FINI	tony.brussa@fini.com	919-582-5866	Tony Brussa
7	Will Frantzen	Dragonfly	will@dragonflypondworks.com	919-704-5872	Will Frantzen
8	Sam Sanchez	Town of Wake Forest	ssanchez@wakeforestnc.gov	919-435-9480	Sam Sanchez

Randy Driver TOWF

rdm@wakeforestnc.gov

919-435-9474

Randy Driver

PROPOSAL FORM

J.B. Flaherty Park Dam
Improvements

The undersigned bidder affirms and declares that he has carefully examined all bidding documents and Instructions to Bidders which are acknowledged to be a part of this proposal, and agrees to provide all labor, materials, equipment, supervision, permits; abide by all local, state and federal laws, rules, regulations, and ordinances applicable to perform the work listed in the specifications and scope of work for the following sum to wit:

TOTAL BASE BID – Lump Sum

SEVEN HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED TEN Dollars \$ 729,410.00

Construction Duration from NTP 100 DAYS

ITEM 1- Scope of Project

Rehabilitation of existing dam, including but not limited to re-grading the embankment and installation of internal drainage sand filter, spillway pipe improvements, asphalt trail replacement, and addition of parapet wall along trail.

ITEM 2- Addendums

All addendums must be acknowledged in order for the proposal to be considered.

Addendum #1 1/31/24

Addendum #2 2/13/24

Addendum#3 _____

The Town of Wake Forest intends to award a contract to the overall lowest responsible, responsive bidder taking into consideration quality, performance, and the time specified in this bid. The Town of Wake Forest reserves the right to reject or all proposals and to make the award as deemed in the best interest of the Town of Wake Forest.

All bidders **MUST** complete and submit with their bid the enclosed Non-Collusion Affidavit of Prime Bidder.

SIGNATURE PAGE

The undersigned certifies that they have read and understood all the provided bidding documents, the project specifications, and agree to the terms and conditions stated herein.

This bid must be signed by a responsible official of the bidding organization and notarized.

2-14-24

(SEAL)

Date

Morgan Corp.

Company



Authorized Signature

Elizabeth R. Epps, CFO

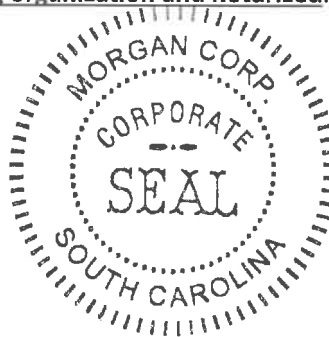
Printed Name and Title

1800 E. Main Street

Street Mailing Address

12289

Contactor's NC License No.



57-0523479

Federal Identification #

eepps@morgan-corp.com

Email Address

Duncan, SC 29334

City, State, Zip Code

(864) 433-8800

Telephone Number

On this day of 14th Feb, 2024, before me Elizabeth R. Epps (name) appeared and, being duly sworn, did execute the foregoing proposal, and did so state that he/she was properly authorized by Morgan Corp. (name of company) to execute the proposal and did so on his/her free act and deed.

Notary Public



My Commission Expires

June 8, 2028



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

attach to bid (required)

State of NORTH CAROLINA)

County of WAKE)

Project: J.B. Flaherty Park Dam Improvements

JUSTIN M. MILLER, being first duly sworn, deposes and says that:

1. He is (owner, partner, officer, representative or agent) of MORGAN CORP., the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bids of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Wake Forest or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this Affiant.

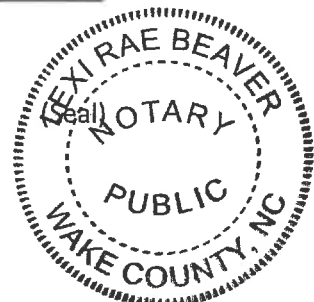
[Signature]
Name

RALEIGH DIVISION MANAGER
Title

Subscribed and Sworn to before me this 9th Day of February, 20 24

Notary Public: Lexi Rae Beaver
My commission exp: 8/23/26

13



My Commission Expires: 8/23/26

IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION

Project: JB Flaherty Park Dam Improvements

I, Morgan Corp

(Name of Bidder)

do hereby certify that on this project, we ***intend to*** use the following M/WBE firms as construction subcontractors, vendors, suppliers, or providers of professional services.

[illegible]

* Minority Categories: Black or African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), and Socially and Economically Disadvantaged (D).

The total value of M/WBE firms contracting is proposed to be \$ 73,000.00

The total percentage of M/WBE firms contracting is proposed to be 10.00% %

Identification of HUB Certified/ Minority Business Participation

I, MORBAN CORP.

(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	Minority	HUB	\$ Amount
		Category	Certified (Y/N)	
PACIFIC TRUCKING 1110 NAVAHO DR. SUITE 107 RALEIGH, NC 27609 (919) 559-6252	HAULING	B	Y	\$48,000.00
STATE CONTRACTING PO BOX 1934 WAKE FOREST, NC 27588 (919) 453-2755				

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**),

Female (**F**) Socially and Economically Disadvantaged (**D**)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$) 73,000.00.

The total percentage of minority business contracting will be (%) 10.00.

Town of Wake Forest -AFFIDAVIT A – Listing of Good Faith Efforts

County of Wake

(Name of Bidder)

Affidavit of Morgan Corp

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☒ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ **2 – (10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 – (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

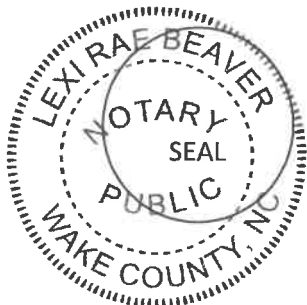
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 2/9/2024 Name of Authorized Officer: JUSTIN M. MILLER

Signature: 

Title: RALEIGH DIVISION MANAGER



State of NC, County of Wake

Subscribed and sworn to before me this 9th day of February 2024

Notary Public Lexi Rae Beaver

My commission expires 8/23/26

Town of Wake Forest --AFFIDAVIT B-- Intent to Perform Contract

With Own Workforce.

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

STATE OF NORTH CAROLINA

AFFIDAVIT

TOWN OF WAKE FOREST

I, JUSTIN M. MILLER (the individual attesting below), being duly authorized by and on behalf of Morgan Corp (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES X, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 7TH day of FEBRUARY, 2024.

Signature of Affiant

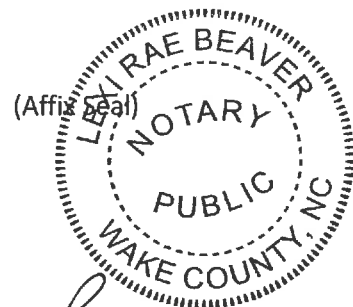
Print or Type Name: JUSTIN M. MILLER

State of NC County of Wake

Signed and sworn to (or affirmed) before me, this the 9th

day of February, 2024

My Commission Expires: 8/23/26



Notary Public

E-589CI

Affidavit of Capital Improvement

Form E-589CI, Affidavit of Capital Improvement, may be used to substantiate that a contract, or a portion of work to be performed to fulfill a contract, is to be taxed for sales and use tax purposes, as a real property contract for a capital improvement to real property.

The receipt of an affidavit of capital improvement for services to real property, absent fraud or other egregious activities, establishes that the subcontractor or other person receiving the affidavit should treat the transaction as a real property contract for sales and use tax purposes.

A real property contract is a contract between a real property contractor and another person to perform a capital improvement to real property.

Section I. Single Use (Complete this section to issue the affidavit for a single capital improvement.)

Owner, Lessee/Tenant, or Real Property Contractor TOWN OF WAKE FOREST Address 301 S. BROOKS STREET City Wake Forest State NC Zip Code 27587			Real Property Contractor (General Contractor or Subcontractor) Hired to perform capital improvement Morgan Corp Address 625 Hunter St. Suite 107 City Raleigh State NC Zip Code 27606		
--	--	--	---	--	--

Describe capital improvement to be performed:

Dam Improvements

Project Name

J.B. Flaherty Park Dam Improvements

Project Address (where the work is to be performed)

1100 N. White St.

City

Wake Forest

State

NC 27587

Zip Code

I certify that, to the best of my knowledge, this affidavit is accurate and complete and that the transaction described to be performed by the Real Property Contractor (General Contractor or Subcontractor identified in box "B") shall be treated as a real property contract for a capital improvement to real property for sales and use tax purposes. I understand that if it is determined that I issued this affidavit in error and the transaction is subject to sales tax as a retail sale of repair, maintenance, and installation services to real property, I will be liable for payment of any additional taxes determined to be due.

Signature of Authorized Person:



Title:

RALEIGH DIVISION MANAGER

Date:

2/7/2024

Section II. Blanket Use (Complete this section to execute a blanket affidavit for capital improvements.)

--	--

Affidavit of Capital Improvement Instructions

Form E-589CI, Affidavit of Capital Improvement, may be issued to substantiate that a contract, or a portion of work performed to fulfill a contract, is a capital improvement to real property and subject to sales and use tax as a real property contract. Generally, services to real property are retail sales of or the gross receipts derived from repair, maintenance, and installation services, unless a person substantiates that a transaction is subject to tax as a real property contract, subject to tax as a mixed transaction contract, or the transaction is not subject to sales and use tax. A "real property contract" is a contract between a real property contractor and another person to perform a capital improvement to real property.

A mixed transaction contract is a contract that includes both a real property contract for a capital improvement and repair, maintenance, and installation services for real property that are not related to the capital improvement. For a mixed transaction contract, if the allocated sales price of the taxable repair, maintenance, and installation services included in the contract is less than or equal to twenty-five percent (25%) of the contract price, then the repair, maintenance, and installation services portion of the contract, and the tangible personal property, digital property, or service used to perform those services, are taxable as a real property contract for sales and use tax purposes.

- A person that issues Form E-589CI is liable for any additional tax due on the transaction in excess of tax paid on purchases pursuant to N.C. Gen. Stat. § 105-164.4H(a), if it is determined that the transaction is not a capital improvement, but rather the transaction is subject to tax as a retail sale.
- A person who receives Form E-589CI from another person, absent fraud or other egregious activities, is not liable for any additional tax on the gross receipts from the transaction if it is determined that the transaction is not a capital improvement.
- Form E-589CI is not an affidavit of tax paid on tangible personal property, or digital property purchased or used to fulfill a real property contract.
- Form E-589CI may not be used to purchase tangible personal property, or digital property exempt from sales and use tax.

Exceptions from the Issuance of Form E-589CI to Establish a Transaction is to be Taxed as a Real Property Contract

In lieu of issuing an affidavit of capital improvement, a person may substantiate by other records that a transaction is a real property contract or a mixed transaction contract subject to tax as a real property contract, as discussed above, for a capital improvement to real property. However, where subcontractors are involved, it may be in the best interest of all parties to use Form E-589CI to ensure proper application of the sales and use tax laws.

Section I. Single Use Instructions

A person may complete "Section I - Single Use" for a one time use to substantiate that a transaction is a real property contract for a single capital improvement to real property and subject to sales and use tax as a real property contract. When a real property contractor hires a subcontractor to perform a portion of the overall real property contract and there is not a recurring business relationship between the two parties (when a period of no more than twelve months elapse between transactions between two parties), "Section I - Single Use" may be completed and the form issued to the subcontractor as notice that the transaction is subject to sales and use tax as a real property contract.

The following scenarios are for reference to assist a person to complete and issue Form E-589CI. The scenarios presented are not intended to cover all possible uses of the form.

A property owner oversees the entire activity to real property that is a real property contract for a capital improvement to real property. The property owner hires various subcontractors to complete the real property contract or portions thereof:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter property owner's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter a single subcontractor's name and address.
- Owner listed in Box A must describe the real property contract activity to be performed.
- Owner listed in Box A must enter the project address (if different than the address entered in Box A).
- Authorized Person (owner) signs, enters title (owner), enters the date, and issues to the person listed in Box B.

A property owner hires a general contractor to oversee the entire activity to real property that is a real property contract for a capital improvement to real property. The general contractor hires a subcontractor to perform the real property contract, or portion thereof:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter general contractor's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter subcontractor's name and address.
- General contractor listed in Box A must describe the real property contract activity to be performed.
- General contractor listed in Box A must enter the project address.
- Authorized Person (general contractor) signs, enters title (general contractor), enters the date, and issues to the person listed in Box B.

A lessee/tenant hires a general contractor for the installation of equipment that is to be attached to real property and will be depreciated under the Internal Revenue Code:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter lessee/tenant's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter general contractor's name and address.
- Lessee or tenant listed in Box A must describe the capital improvement to be performed and indicate the equipment will be depreciated under the Internal Revenue Code.
- Authorized Person (typically lessee or tenant) signs, enters title (lessee or tenant), enters the date, and issues to the person listed in Box B.

Section II. Blanket Use Instructions

A real property contractor may complete "Section II - Blanket Use" and issue the form to another real property contractor (subcontractor) who is used exclusively to perform part, or all, of real property contracts with respect to capital improvements to real properties, where the parties have a recurring business relationship (when a period of no more than twelve months elapse between transactions between two parties). A blanket use affidavit continues in force so long as the real property contractor named in "Box C" and the real property contractor (subcontractor) named in "Box D" maintain a recurring business relationship or until the affidavit is withdrawn or otherwise notified by the issuer of the form.

The blanket use will generally apply for the following: (1) a builder who hires the same contractor(s) only for new construction; (2) a real property contractor who hires the same subcontractor(s) only for reconstruction; (3) a real property contractor who hires the same subcontractor(s) for remodeling or renovation and the activities performed by the subcontractor(s) for the other party are never repair, maintenance, and installation services for real property based on the contract or agreement

between the parties; and (4) a real property contractor who exclusively hires the same subcontractor(s) to perform part, or all, of its real property contracts for capital improvements to real properties.

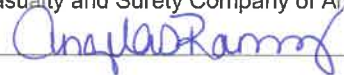
A general contractor or subcontractor hires a subcontractor that will replace the complete electrical wiring in all renovated homes:

- **Box C - Real Property Contractor:** Enter the hiring real property contractor's name and address.
- **Box D - Real Property Contractor** (*General Contractor or Subcontractor*): Enter the hired subcontractor's name and address.
- Authorized person listed in Box C signs, enters title, enters the date, and issues to the person listed in Box D.

00 43 13 BID BOND

Offeror as Principal Name: Morgan Corp. Mailing address (principal place of business): 625 Hutton St. Suite 107 Raleigh, NC 27606	Surety Name: Travelers Casualty and surety Company of America Mailing address (principal place of business): One Tower Square Hartford, CT 06183
Owner Name: Town of Wake Forest Mailing address (principal place of business): 301 South Brook Street Wake Forest, NC 27857	Physical address (principal place of business): Same as above Telephone (Main): 704-544-3706 Telephone (Claims): 704-544-3706
Contract Project name and number: J.B. Flaherty Park Dam Improvements WKF17145 Bid Due Date: February 15, 2024	Surety's state of incorporation: CT <i>By submitting this bond, Surety affirms it is authorized to do business and licensed to execute bonds in the state of North Carolina.</i>
Bond Contract Price Offered: Penal Sum of Bond: 5% of Contract Price offered Date of Bond: February 15, 2024	Local Agent for Surety Name: USI Insurance Services Mailing address (principal place of business): 6100 Fairview Rd. Charlotte NC 28210 Telephone (Main): 800-868-8834

Surety and Offeror, intending to be legally bound by this bond, do each cause this bond to be duly executed on its behalf by its authorized officer, agent, or representative. The Offeror and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if Owner accepts Offeror's Bid or Proposal and Offeror delivers the executed Agreement and the required performance and payment bonds within the time stipulated in the Bidding/Proposal Documents this obligation is null and void. Payment under this bond will be due and payable upon default by Offeror and within 30 calendar days after receipt by Offeror and Surety of written notice of default from Owner. Venue shall lie exclusively in Wake County, North Carolina for any legal action.

Offeror as Principal Morgan Corp.	Surety Travelers Casualty and Surety Company of America
Signature: <u></u>	Signature: <u></u>
Name: <u>JUSTIN M. MILLER</u>	Name: <u>Angela D. Ramsey</u>
Title: <u>RALEIGH DIVISION MANAGER</u>	Title: <u>Attorney-In-Fact</u>
Email: <u>j.miller@morgan-corp.com</u>	Email: <u>angie.ramsey@usi.com</u> (Attach Power of Attorney)

END OF SECTION



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Amy Daugherty of Charlotte, NC, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond
OR

Principal: Morgan Corp.
Obligee: Town of Wake Forest

Project Description: J.B. Flaherty Park Dam Improvements, WKF17145

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

By: 
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15th** day of **February**, 2024.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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00 42 23.01 "Bid Form Exhibit A"
Town of Wake Forest
J.B. Flaherty Park Dam Improvements
WKF17145
Basis of Bid

Item No.	Item Description and Unit Price in Words	Estimated Quantity	Unit	Unit Price (In Figures)	Extended Amount (In Figures)
1	Mobilization/Demobilization Twenty One Thousand Six Hundred Zero Dollars and Cents	1	LS	\$21,600.00	\$21,600.00
2	Construction Entrance Eight Thousand Seven Hundred Zero Dollars and Cents	2	EA	\$8,700.00	\$17,400.00
3	Silt Fence Four Seventy Five Dollars and Cents	2,200	LF	\$4.75	\$10,450.00
4	Construction Safety Fence Three Seventy Five Dollars and Cents	1,400	LF	\$3.75	\$5,250.00
5	Excavation Ninety Two Zero Dollars and Cents	300	CY	\$92.00	\$27,600.00
6	Compacted Fill Ninety One Zero Dollars and Cents	1,470	CY	\$91.00	\$133,770.00
7	Compacted Fill (Town Provided) Forty One Zero Dollars and Cents	1,730	CY	\$41.00	\$70,930.00
8	Outlet Improvement (Riprap and Bedding) Ninety Four Zero Dollars and Cents	50	TN	\$94.00	\$4,700.00
9	2'x3' Culvert Ninety Thousand Six Hundred Zero Dollars and Cents	1	LS	\$90,600.00	\$90,600.00
10	Sand Filter One Hundred Twenty Three Zero Dollars and Cents	180	CY	\$123.00	\$22,140.00
11	Internal Drainage System, Miscellaneous Items Thirty Five Thousand Five Hundred Zero Dollars and Cents	1	LS	\$35,500.00	\$35,500.00
12	Parapet Wall One Hundred Fifty Nine Zero Dollars and Cents	310	LF	\$159.00	\$49,290.00
13	Clearing and Grubbing Thirteen Thousand Nine Hundred Zero Dollars and Cents	1	AC	\$13,900.00	\$13,900.00
14	Seeding and Grassing Twenty Two Hundred Zero Dollars and Cents	1.5	AC	\$2,200.00	\$3,300.00
15	Care of Water During Construction Twenty Four Thousand Zero Dollars and Cents	1	LS	\$24,000.00	\$24,000.00
16	Asphalt Trail One Hundred Sixteen Zero Dollars and Cents	780	LF	\$116.00	\$90,480.00
17	Inlet Safety Structure Sixty Thousand Zero Dollars and Cents	1	LS	\$60,000.00	\$60,000.00
18	Demolition Forty Four Thousand Zero Dollars and Cents	1	LS	\$44,000.00	\$44,000.00
19	Remove and Replace Existing 15" CPP Culvert Forty Five Hundred Zero Dollars and Cents	1	LS	\$4,500.00	\$4,500.00
TOTAL BASE BID AMOUNT					\$729,410.00

Allowances to be considered for inclusion in the Contract per Section 01 23 10 "Alternates and Allowances"					
A-1	Tree Removal Fifteen Thousand Dollars and Zero Cents	1	LS	\$ 15,000.00	\$ 15,000.00
Total Amount for Allowances					\$ 15,000.00
Total Base Bid with Allowances					\$744,410.00

Alternates to be considered for inclusion in the Contract per Section 01 23 10 "Alternates and Allowances"					
B-1	Sod Grass Fifty Seven Thousand Zero Dollars and Cents	1.5	AC	\$57,000	\$85,500
Total Amount for Alternates for Consideration (Sum of Extended Amounts for Each Alternate Line Item)					\$85,500
Total Base Bid with Allowances and Alternates for Consideration					\$829,910.00

Project Name	Plant Allen Water Redirection Retention Basin, Holding Basin, and SFC Area
Location	Belmont, NC
Owner	Duke Energy, 253 Plant Allen Rd, Belmont, NC 28012
Owner Contact	Seth Glass, PE; E-mail: seth.glass@duke-energy.com ; Tel.: 540.239.5670
Designer	Burns & McDonnell, 9400 Ward Parkway, Kansas City, MO 64114
Designer Contact	Kenny Engholm, PE; Tel: 816.633.9400
Percentage of Work Self-Performed	68%
Percentage of Work Subcontracted	32%
Value at Award / Final Value	\$28,992,746 / \$32,302,087
Reason for Variation	Additional scope items added to the project by the owner
Contract Time at Bid	07/12-2017 to 01/23/2019
Scheduled Completion Date	01/23/2019
Actual Completion Date	01/19/2019
Reason for Variation	NA, completed on time
Major Items of Equipment	Earth excavation and moving equipment; RCC mixing, transporting, placing and compaction equipment; Underground pipe installation equipment



Project operating shortly after completion of construction.

Project Summary

This project included equipment and facilities necessary for Duke Energy's Plant Allen to comply with the federal Coal Combustion Residue and Effluent Liquid Guideline (CCR/ELG) standards. In general, the project scope included grading pad preparation for the conversion of the existing wet sluice bottom ash system to a closed loop dry bottom ash system, construction of a new coal pile runoff holding basin, a new retention basin consisting of two primary settling basins and a secondary basin, and redirection of miscellaneous plant wastewater from the existing ash pond to the new retention basin.

Project Scope of Work

The project included clearing and grubbing, erosion control measures, grading, piping, electrical ductbank, geomembrane liners, structural concrete, RCC placement, aggregate placement, asphalt paving, and other associated work items for four new process water basins and associated systems. This included approximately 874,000 CY of excavation, 13,500 LF of HDPE pipe installation ranging from 2" - 36" in diameter, 48,000 CY of roller-compacted concrete (RCC) liner/armor, 148,000 tons of aggregate placement for surfacing and stabilization purposes, and 20 reinforced concrete structures totaling 3,100 CY. An elaborate dewatering system was installed by Keller to lower the water table during excavation and construction of the basin.

Project Administrators

Project Manager:

Justin M. Miller, PE

Assist. Project Manager:

Clay Hendricks, PE

Project Superintendent:

Wayne Cook



Excavation for holding basin with perimeter dewatering pumping system in place to lower the water table during construction at Plant Allen Steam Station



Pugmill mixing plant (top left) mixing RCC, RCC conveyance and placement over a sand cushion layer protecting the in-place dual membrane liner with geotextile fabric and filter fabric. Two of this project's 20 reinforced concrete structures can be seen to the left of the basin.



RCC placement at the base and on the side slopes almost complete. Articulated conveying system shown here was used to convey the RCC from the mixing plant to the point of placement for the entire project.

Project Name	HGM - Fresh Water Storage Dam (FWSD) Project
Location	Kershaw, SC
General Contractor	OceanaGold Corporation/7001 Snowy Owl Road Kershaw, SC 29067
GC Contact	David Bickerton/(809) 475-2938
Value at Award/Current Value	\$1,692,350.00/\$4,121,830.30
Completion Date	2020

Project Summary

Construction of a new earthen dam and bypass system to support gold mining operations. Project required rerouting an existing stream in order to facilitate construction.

Project Scope

- 194,000 CY of earthwork for a temporary coffer dam and permanent dam construction.
- 13,400 LF of 12" fusion welded HDPE pipe in bypass system.
- 8,900 LF of 2" to 48" HDPE pipe in permanent pipe system.
- Permanent pumps and appurtenances installation.

Project Administrators

Project Manager:

Justin Miller, PE

Superintendent:

Alex Moser

Assistant Superintendent:

Kevin Vaughn



Aerial of HGM Fresh Water Storage Dam



Anchor Trench for Liner Installation



Bypass Pumping of Existing Stream



Grouted Riprap Apron at End of Bypass

Project Name	Lookout Shoals Dam Embankment Seismic Stability Improvements
Location	Catawba, NC
Owner	Duke Energy, 400 S. Church Street, Charlotte, NC 28202
Owner Contact	Jon Wise, Director of Procurement, Hydro Division / (828) 358-9684 / jon.wise@duke-energy.com
Designer	HDR Engineers, 400 S Church Street, Charlotte, NC 28202
Designer Contact	Brian Reinicker / (704) 352-0287 / Brian.Reinicker@hdrinc.com
Percentage of Work Self-Performed	80%
Percentage of Work Subcontracted	20%
Value at Award / Final Value	\$14,981,555 / projected \$20,000,000
Reason for Variation	Major scope changes by owner and delays to dewatering start by contractor under contract with the owner
Contract Time at Bid	21 months
Scheduled Completion Date	Projected 03/20/2022 (65% complete as of 03/31/2021)
Actual Completion Date	Projected January 2022
Reason for Variation	Major scope changes by owner and delays to dewatering start by contractor under contract with the owner
Major Items of Equipment	Earth excavation and moving equipment; Underground pipe installation equipment; rock blasting equipment; rip rap placing equipment



General view of Lookout Shoals Dam Seismic Stabilization Project

Project Summary

This category I high-hazard dam project includes construction and maintenance of erosion and sediment control measures over a 65 acre limits of disturbance (LOD) footprint of the project; temporary and permanent infrastructure development including access and haul roads; clearing, grubbing, grind and haul off site; developing all laydown areas, borrow pits and stockpile areas including soils processing areas; perimeter chain link fencing and gates; construction of temporary soil-bentonite slurry wall and earth fill cofferdam; dewatering of excavations and stabilization of any seeps (subsurface dewatering by Keller under direct contract with Duke); demolition and off site disposal of waste materials; decommissioning of piezometers and observation wells and other subsurface drains; all common excavation within the footprint of the stability berm; excavation of foundation materials – rock, unsuitable soils, muck; wetland soils; Construction of the earthen stability berm to include backfill/fill materials, localized ground improvements, filter drains, chimney drains, and monitoring instruments; removal and replacement of riprap shoreline protection; reclamation of the laydown, borrow and waste stockpile areas; restoration and stabilization of the entire 65 acre LOD; and new instrumentation

Project Scope of Work

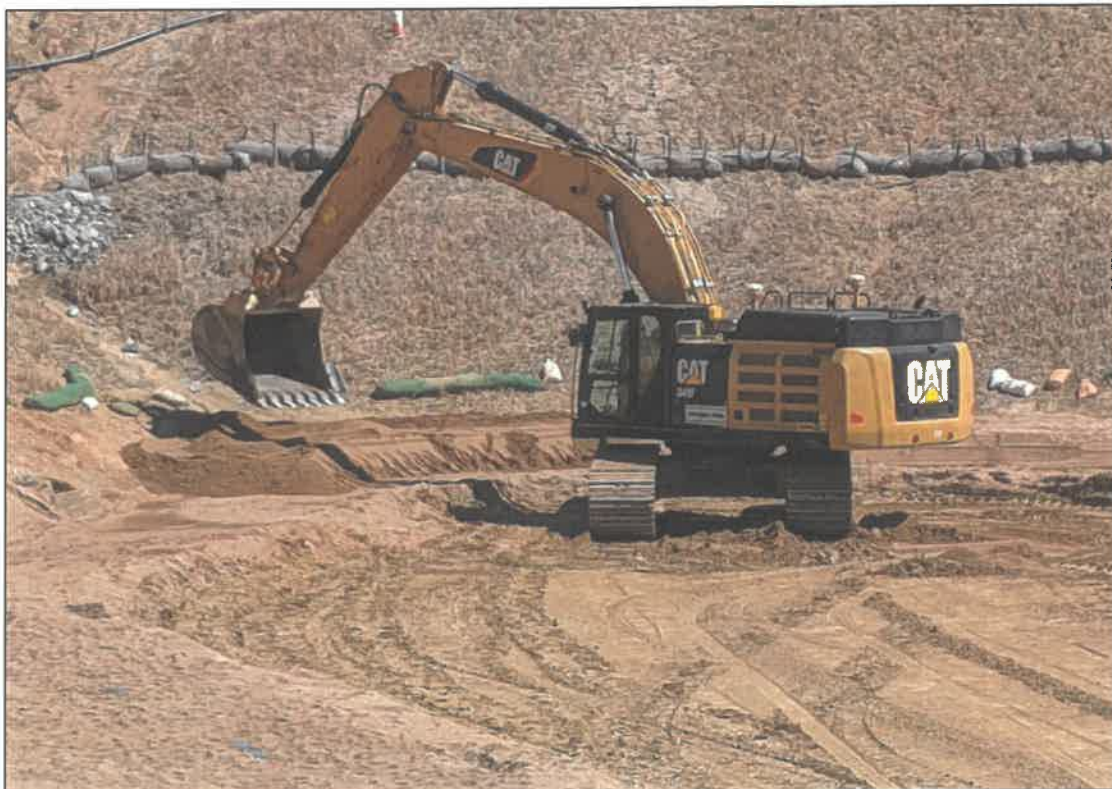
- 165,000 cubic yards of excavation
- 350,000 cubic yards of select soils embankment
- 30,000 cubic yards of fine and coarse sand for blanket and chimney drains
- 7,300 square yards of rock surface prep and mapping
- 450 cubic yards of rock removal by mechanical method
- 35,000 tons of aggregate for access roads and laydown yard
- 285 LF temporary earthen cofferdam, 10' high, with a soil-bentonite slurry cutoff wall 20ft deep
- Extensive dewatering system with approximately 120 deep wells and 40 well points. (Keller under contract with Duke)
- Full time support by Morgan for the dewatering contractor
- Temporary sumps by Morgan for seepage control
- Extensive erosion control measures including six sediment basins
- Double RCP and CIP headwalls for new creek crossing through existing wetlands
- 12,000 tons of Class 2 rip rap with choke stone base for shoreline protection.
- Approximately 45 acres of clearing and grubbing

Project Administrators

Project Manager:	Justin Miller, P.E.
Assist. Project Manager:	Dustin Adair
Project Superintendent:	Wayne Cook
Phase I Project Manager:	Bob Mina
Project Director:	Tommy Harrill



A view of the cofferdam at Lookout Shoals Dam project



Filter drain construction at Lookout Shoals Dam Project

Town of Wake Forest
 Bid Tabulation Sheet
 Bid # 0005-2023
 J.B. Flaherty Park Dam Improvements
 Due Date: 2-15-24 @ 2:00 p.m.

Company	License #	Addendums 1, 2	5% Bid Bond	Completion	Total Bid Amount
Morgan-Corp	12289	Yes	Yes	100 Days	\$729,410.00
RES Environmental	65098	Yes	Yes	70 Days	\$744,137.10
Dragonfly Pond Works	83018	Yes	Yes	90 Days	\$909,645.00
Triangle Pond Management					Rejected / No Bid Bond



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-139-

Submitted by: Ella Dowtin

Submitting Department: Administration

Meeting Date: April 16, 2024

SUBJECT

Approval of Appointment to Citizen Advisory Board

Recommendation:

Item Summary:

ATTACHMENTS

- [Resolution2024-XX TAB Youth Member.docx](#)

RESOLUTION 2024 - XX
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, that the following persons be appointed to the following citizen advisory boards:

Technology Advisory Board

Blake Burns (Youth Member)

(April 22, 2024 – December 31, 2024)

Duly resolved this 16th day of April 2024.

ATTEST:

Vivian A. Jones
Mayor

Theresa Savary
Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-337-

Submitted by: Nick Nolte

Submitting Department: Engineering

Meeting Date: April 16, 2024

SUBJECT

Approval of a resolution supporting NCDOT's decision to accept new portion of Averette Road Right-of-Way

Recommendation:

Item Summary:

ATTACHMENTS

- [Attachment_A_BOC_Summary.pdf](#)
- [Attachment_B_Resolution_Averette_Rd_Support.docx](#)
- [Attachment_C_Resolution2024-06.pdf](#)
- [Attachment_D_Exhibit_Averette.pdf](#)

Agenda Item: Approval of a resolution supporting NCDOT's decision to accept new portion of Averette Road Right-of-Way

Summary: Construction is complete on the realignment of Averette Road associated with the Rosedale subdivision development. NCDOT has determined that the improvements are ready for acceptance. The purpose of the attached resolution is to provide NCDOT with documentation to affirm that the Town of Wake Forest supports the decision of NCDOT to add the new alignment of Averette Rd. into the state-maintained street system. Resolution 2024-06 provided NCDOT with the Town's support for abandonment of the old alignment of Averette Rd. This resolution along with Resolution 2024-06 are required by NCDOT for the acceptance of new alignment of Averette Rd. to the state-maintained street system. Attachment D shows the new alignment of Averette Rd.

Attachments: Attachment_A_BOC_Summary
Attachment_B_Resolution_Averette_Rd_Support
Attachment_C_Resolution2024-06
Attachment_D_Exhibit_Averette

RESOLUTION 2024-XX

RESOLUTION SUPPORTING NCDOT S DECISION TO ACCEPT A NEW
PORTION OF AVERETTE ROAD RIGHT-OF-WAY

WHEREAS, Averette Road is currently a state-maintained road, and was recently realigned to improve sight lines;

WHEREAS, the realignment of Averette Road is associated with the Rosedale Subdivision infrastructure improvements;

WHEREAS, Resolution 2024-06 (Attachment C) confirmed that the Town of Wake Forest Board of Commissioners support of the abandonment of a portion of ROW on Averette Rd. associated with the realignment of Averette Road;

WHEREAS, the North Carolina Department of Transportation requires confirmation from the board that the Town supports NCDOT taking ownership of the road before they can add the new alignment to the state-maintained street system;

WHEREAS, the Town of Wake Forest's Department of Engineering deems it to be appropriate for the North Carolina Department of Transportation to accept the new alignment of Averette Road into the state-maintained street system;

BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, North Carolina, hereby supports the decision for NCDOT to accept the new alignment of Averette Road into the state-maintained street system.

Duly adopted this 16th day of April 2024.

Vivian A. Jones
Mayor

(ATTEST)

Terry Savary
Town Clerk

RESOLUTION 2024-06

**RESOLUTION SUPPORTING NCDOT'S DECISION TO ABANDON A PORTION
OF AVERETTE ROAD RIGHT-OF-WAY**

WHEREAS, the Board of Commissioners is authorized to regulate the use of the public streets and sidewalks in the Town of Wake Forest pursuant to North Carolina law;

WHEREAS, the Town Department of Engineering deems it to be appropriate for the North Carolina Department of Transportation to abandon operation and maintenance of a portion of Averette Rd right-of-way shown in Attachment B and Attachment C to the property owner(s);

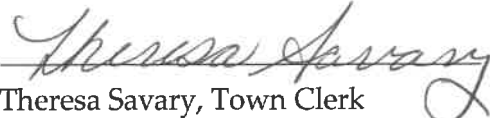
WHEREAS, the Board of Commissioners recognizes the intent of the abandonment is to allow for the realignment of Averette Road due to the development of the Rosedale subdivision and that the new alignment of Averette Road will be maintained by NCDOT.

BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest, North Carolina, hereby supports the abandonment of the operation and maintenance by the North Carolina Department of Transportation of the portion of Averette Road right-of-way described in the attached exhibits.

Duly adopted this 16th day of January 2024.


Vivian A. Jones, Mayor

(ATTEST)


Theresa Savary, Town Clerk

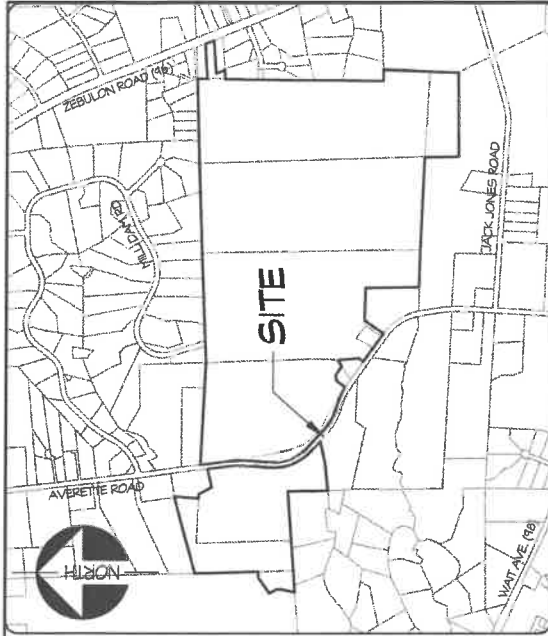


CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C2	164.21	878.00	107.12	163.97	S57° 40' 21"E

AREA OF ABANDONMENT
4,363.12 SF / 0.10 ACRES

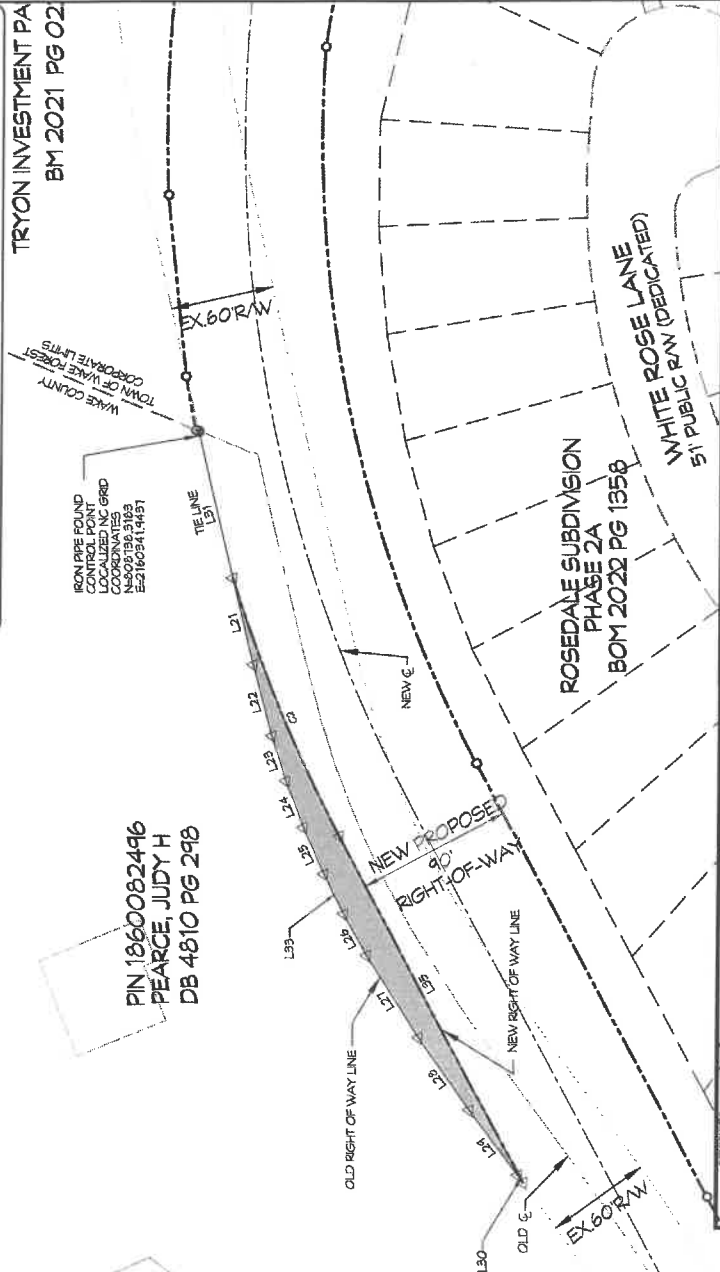
LINE #	LENGTH	BEARING
L21	52.22	S48° 28' 17"E
L22	43.18	S50° 00' 30"E
L23	27.18	S52° 40' 21"E
L24	24.01	S55° 58' 41"E
L25	30.05	S51° 04' 34"E
L26	27.41	S47° 08' 32"E
L27	51.43	S67° 28' 41"E
L28	52.26	S64° 57' 21"E
L29	41.31	S71° 14' 35"E
L30	5.31	S70° 57' 32"E
L31	66.15	N45° 18' 32"W
L32	26.33	S41° 38' 50"E
L33	230.43	N69° 01' 44"W



VICINITY MAP

1"=1000'

TRYON INVESTMENT PA
BM 2021 PG 02



BON PIRE FOUND
CONVERTED TO
LOCALIZED NAD 83
COORDINATES
NAD 83: 136.3183
E: 160541.4451

PIN 1860082496
PEARCE, JUDY H
DB 4810 PG 298



1-9-24

AVERETTE ROAD RIGHT-OF-WAY
ABANDONMENT EXHIBIT

PRIEST, CRAVEN & ASSOCIATES, INC.
LAND USE CONSULTANTS / PLANNERS / LANDSCAPE DESIGNERS / SURVEYORS / ENGINEERS
SUBMITTED BY: PCA
DRAWN BY: DB
CHECK & CLOSE BY: DB
DATE: 10/1/2023
COUNTY: WAKE
TOWNSHIP: NORTH CAROLINA
DATUM: NAD 83, NAVD 88
AS SHOWN ON TRACTS
2023-18
DRAWING NO. 180118-01
DRAWING NAME: AVERETTE ROAD RIGHT-OF-WAY ABANDONMENT EXHIBIT
1/10/2023



SHEET 1 OF 1

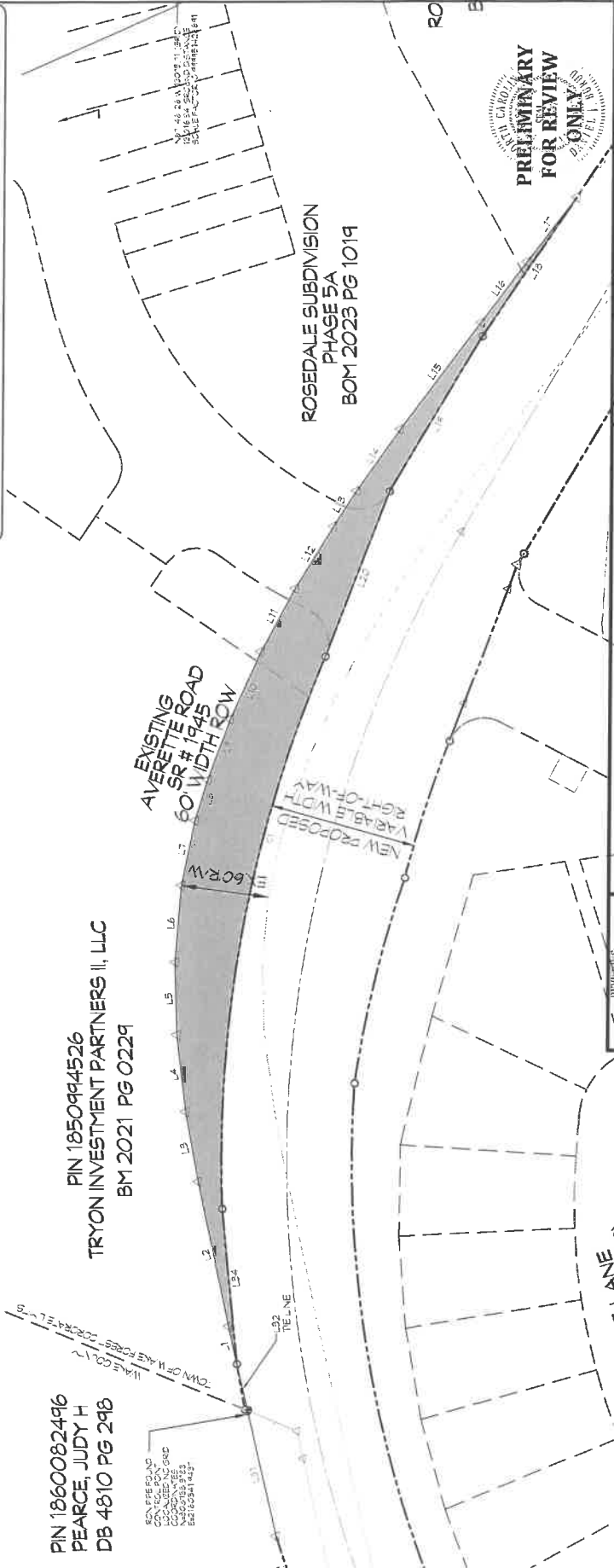
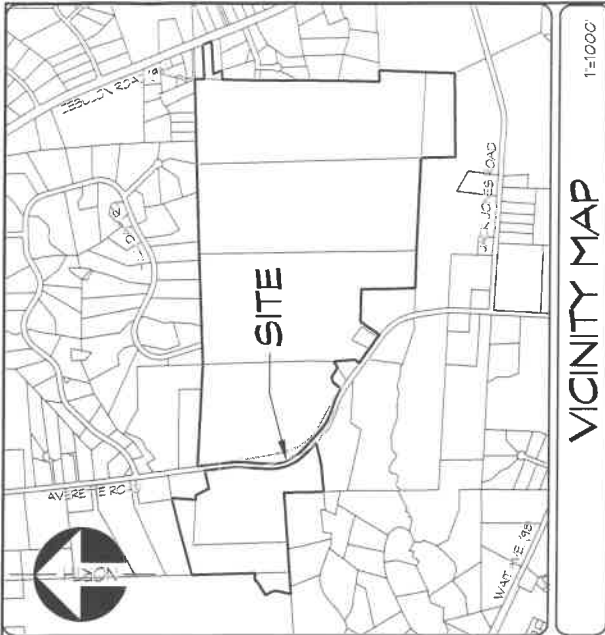
CURVE TABLE				
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD LENGTH
C1	393.31	913.00	25.34	395.21
				524.41 341 E

LINE TABLE		LINE #	LENGTH	BEARING
L1	28.45	N47°42'55"W		
L2	52.11	N47°18'19"W		
L3	46.76	N48°33'25"W		
L4	50.21	N41°56'53"W		
L5	44.44	N38°56'43"W		
L6	52.64	N50°40'05"W		
L7	49.94	N39°37'07"W		
L8	28.16	N42°02'03"W		
L9	44.33	N44°50'27"W		
L10	50.64	N47°07'16"W		
L11	44.16	N48°32'23"W		
L12	50.27	N29°22'42"W		
L13	28.79	N27°38'44"W		
L14	51.64	N20°27'59"E		
L15	41.37	N22°10'37"E		
L16	32.23	S24°04'42"E		
L17	31.20	S12°52'16"E		
L18	52.89	N45°25'22"W		
L19	126.46	S40°54'36"E		

AREA OF ABANDONMENT

PIN 1860082496
PEARCE, JUDY H
DB 4810 PG 248

PIN 1850994526
TRYON INVESTMENT PARTNERS II, LLC
BM 2021 PG 0229



REVISIONS:

NO.	DATE	DESCRIPTION
1	4/15/2024	ISSUED FOR REVIEW

OWNER: TRYON INVESTMENT PARTNERS II, LLC

STATE: NORTH CAROLINA

TOWNSHIP: WAKE FOREST

COUNTY: WAKE

DATE: 4/15/2024

DRAWN BY: PCA

CHECKED BY: JHB

DRAWING NO.: 2020-18

AS SHOWN ON TRACTS: AS SHOWN ON TRACTS

COUNTY PLAN(S): NAD 83 NAVD 88

DATA SOURCE:

PROJECT: AVERETTE ROAD RIGHT-OF-WAY ABANDONMENT EXHIBIT

DATE: 4/15/2024

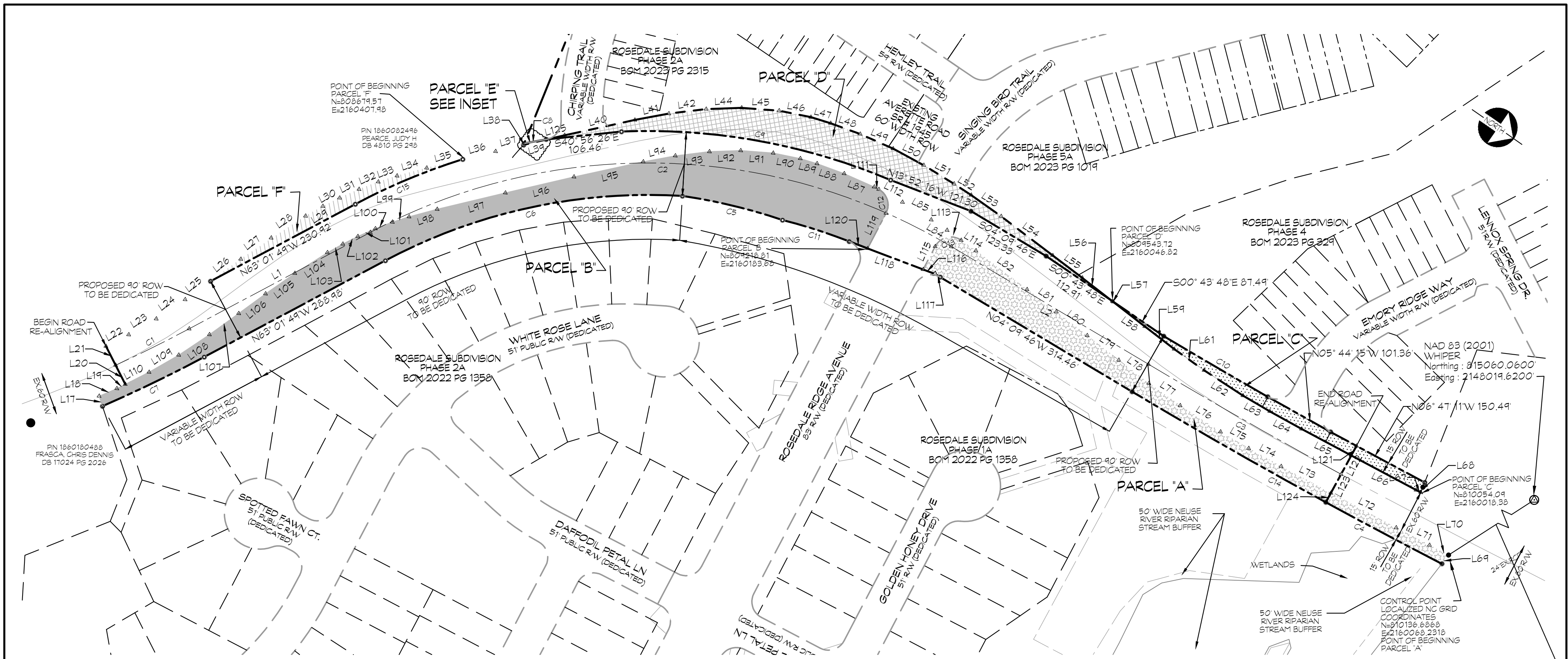
SCALE: 1"=50'

SHEET: 1 OF 1

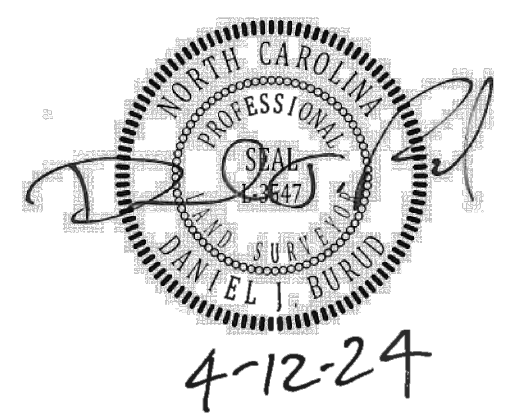
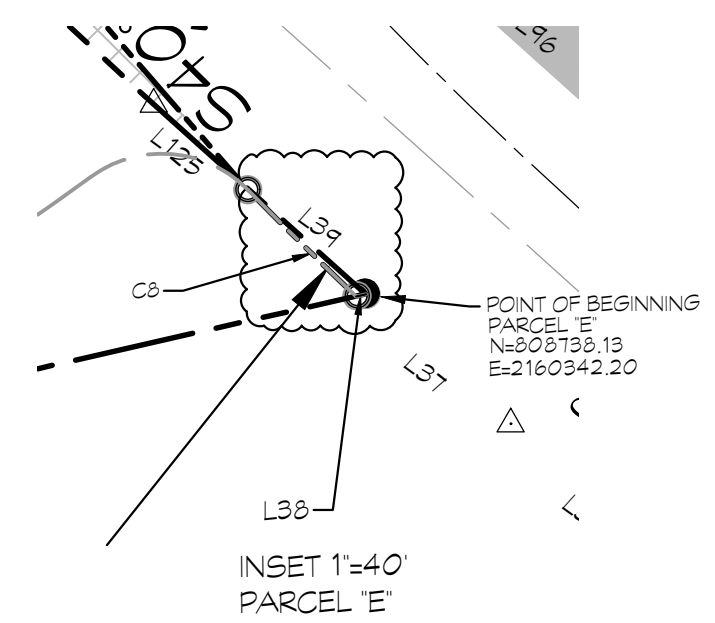
PRIEST CRAVEN & ASSOCIATES, INC.

LAND USE CONSULTANTS / PLANNERS / LANDSCAPE ARCHITECTS / SURVEYORS / ENGINEERS

3803-B Gumpston Drive, Suite 100, Raleigh, NC 27606 Tel: 919-782-1221 Fax: 919-782-1222 Email: info@pca-engineers.com



- PARCEL "A"**
0.53 ACRES
22,917 SF
AREA TO BE DEDICATED TO NCDOT FROM ROSEDALE SUBDIVISION PHASE 1A RECORDED BOM 2022 PG 1358. LOT RW 1002 WAS RESERVED FOR FUTURE RIGHT-OF-WAY DEDICATION.
- PARCEL "B"**
1.24 ACRES
53,840 SF
AREA TO BE DEDICATED TO NCDOT FROM ROSEDALE SUBDIVISION PHASE 2A RECORDED BOM 2022 PG 217. LOT RW 1003 WAS RESERVED FOR FUTURE RIGHT-OF-WAY DEDICATION.
- PARCEL "C"**
0.15 ACRES
6,297 SF
AREA TO BE DEDICATED TO NCDOT FROM PROPERTY OWNER TRYON INVESTMENT PARTNERS II, LLC. - PIN # 1850-99-4526
- PARCEL "D"**
0.49 ACRES
21,453 SF
AREA OF EXISTING RIGHT-OF-WAY TO BE ABANDON AND DEDICATED TO THE PROPERTY OF TRYON INVESTMENT PARTNERS II, LLC - PIN 1850-99-4526
- PARCEL "E"**
30 SF
SEE INSET
AREA TO BE DEDICATED TO NCDOT FROM PROPERTY OWNER TRYON INVESTMENT PARTNERS II, LLC. - PIN # 1850-99-4526
- PARCEL "F"**
0.10 ACRES
4,310 SF
AREA OF EXISTING RIGHT-OF-WAY TO BE ABANDON AND DEDICATED TO THE PROPERTY OF JUDY H. PEARCE PIN 1860-08-2496



REVISIONS:		AVERETTE ROAD RIGHT-OF-WAY DEDICATION EXHIBIT				PRIEST, CRAVEN & ASSOCIATES, INC.			
TOWN REVIEW COMMENTS 4-12-24						LAND USE CONSULTANTS / PLANNERS / LANDSCAPE DESIGNERS / SURVEYORS / ENGINEERS			
						3803 - B Computer Drive, Suite 104 Raleigh, N.C. 27609, Phone 919 / 781-0300, Fax 919 / 782-1288, Email PCA@PriestCraven.com / Firm #: C-0488			
		COUNTY:	WAKE	STATE:	NORTH CAROLINA	TOWNSHIP:	WAKE FOREST	SURVEYED BY:	PCA
		OWNER:	TRYON INVESTMENT PARTNERS II, LLC	GRID:	NC FIPS 3200 (FT)	DATUM:	NAD 83, NAVD 88	DRAWN BY:	DJB
						DATE:		CHECK & CLOSURE BY:	DJB
						COUNTY P.I.N.(S)	AS SHOWN ON TRACTS	DRAWING NO.	
						DATA SOURCE:		2020-18	
						DRAWING NAME			
						AVERETTE ROAD ROW PLAT			
						SHEET 2			
						4/12/2024 12:05 PM			
						DANBURD			

SHEET 2 OF 2



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-207-

Submitted by: Emma Linn

Submitting Department: Planning

Meeting Date: April 16, 2024

SUBJECT

Consideration of a petition requesting contiguous annexation submitted by property owners Elizabeth Hunt Holding and SW Capital LLC for property associated with the rezoning request RZ-22-07, located at 12621 and 12631 Capital Blvd being Wake County PINs 1831-85-3681 and 1831-85-5861 being approximately 5.54 acres.

Recommendation:

Item Summary:

ATTACHMENTS

-



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-365-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: April 16, 2024

SUBJECT

Department Monthly Report

Recommendation:

Item Summary:

ATTACHMENTS

- [March 2024 Monthly Report.pdf](#)

March 2024 | Department Monthly Report

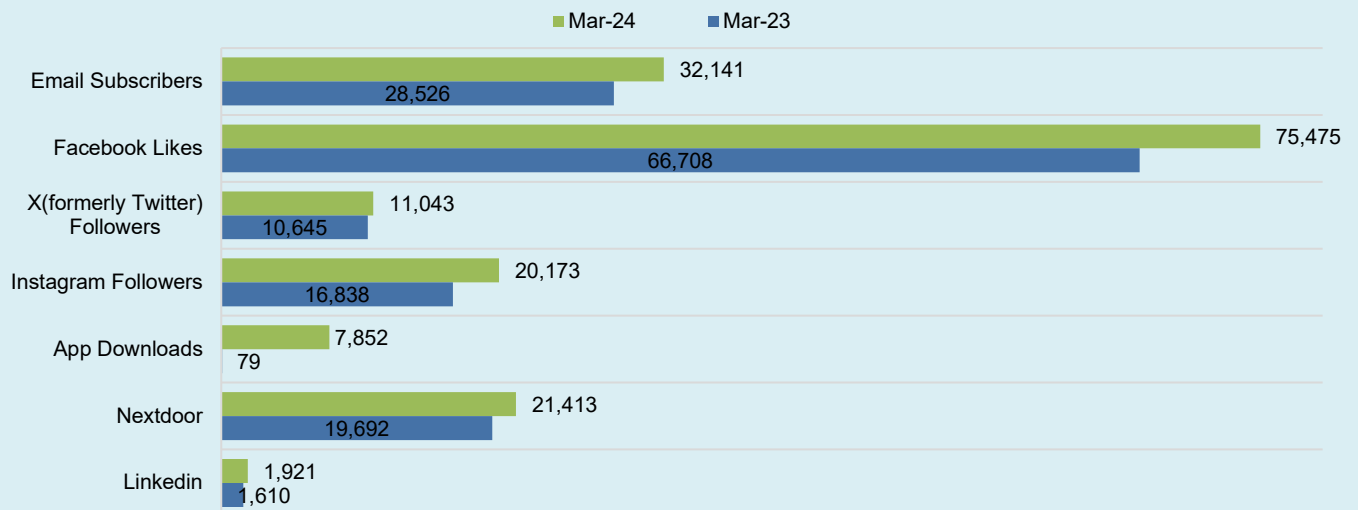


Communications

ANNOUNCEMENTS	
Media Releases	50
Email Announcements	19
Town-to-Resident Phone Calls/Texts	22

TOP 5 VIEWED PAGES ON WEBSITE		
RANK	PAGE	VIEWS
1	Customer Service Forms & Applications	14,760
2	Home	7,656
3	Utility Bill Payment Options	2,954
4	Jobs	2,983
5	Joyner Park Community Center	3,413

SUBSCRIBERS



Downtown Development

OCCUPANCY		
	JAN – MAR 2024	JAN – MAR 2023
Occupancy Rate in Percentage	92%	90%

EVENTS		
THIRD QUARTER EVENTS (JAN-MAR)	ATTENDANCE IN 2023	ATTENDANCE IN 2024
No events held in March 2024	0	0

UPDATES PROVIDED QUARTERLY

NEW BUSINESSES		
	March 2024	FISCAL YEAR-TO-DATE
Number of New Businesses	1	5
Number of Businesses Closed	2	4

- Downtown Development Staff and three Wake Forest Downtown, Inc. Board members attended the NC Main Street Conference in Goldsboro, NC, March 12-14, 2024.
- Property Owner/business owner made the decision to close White Street Boutique so that another existing business downtown, Jubilation Spa, could expand into that space.
- Downtown Development Director spoke to the Wake Forest Kiwanis Club and provided an update on Wake Forest Downtown. She also did interviews with two Wakefield students for their student newspaper, The Howler, to discuss Friday Night on White and to provide updates on Wake Forest Downtown.
- Wake Forest Downtown, Inc. Economic Vitality Committee hosted a dedicated merchant meeting with downtown business owners in the retail sector on Tuesday, March 19, 2024, and ten businesses were represented. A meeting was also held with downtown business owners in the food & beverage sector on Tuesday, March 26, and eleven different businesses were represented. Each meeting included a short presentation from Visit Raleigh regarding tourism trends and what is happening in the area from a regional perspective. There was also a brief update from Wake Forest Power regarding new outage reporting system and Wake Forest Police Department regarding safety and security at Friday Night on White. Both meetings also allowed owners the opportunity to ask questions and engage in discussion with each other.

Economic Development

WFBIP MONTHLY NEWSLETTER [VIEW](#)

The Wake Forest Business & Industry Partnership's Quarterly Report is updated at the end of each quarter.

Use Chrome, Firefox, Safari, or Edge to view the newsletter and/or the report.

BUSINESS RETENTION & EXPANSION

NAMES OF BUSINESSES VISITED THIS MONTH

Rainbow on West

REQUESTS FOR INFORMATION (RFIs)		
	MARCH 2024	MARCH 2023
Number of Responses to RFIs	2	0

Engineering

Stormwater Infrastructure	Utility - Ongoing
Resurfacing Project:	Ongoing Concrete Work
Flaherty Upper Dam Project	Construction to start in Summer 2024

Finance

FINANCIAL TASKS COMPLETED

TAX RETURNS & REPORTS	COMPLETION DATE
NC Sales and Use Tax Form E500 and payment	3/8/2024
ORBIT/LGERS Report – NC State Treasurer	3/4/2024
Utility Sales Tax Return – E500 E	3/12/2024
BLS Department of Labor Report	3/19/2024
TR-2 Report	3/8/2024
Food & Beverage Tax Report	3/6/2024
ACCOUNTING/FINANCE	AMOUNT
Total \$ Accounts Payable Disbursement	\$2,178,857
Total ePayables & Payroll Disbursement	\$3,206,382
Total Number of Invoices Paid	346
Total \$ Invoices Paid with credit card	\$1,158,963

PURCHASING / WAREHOUSE

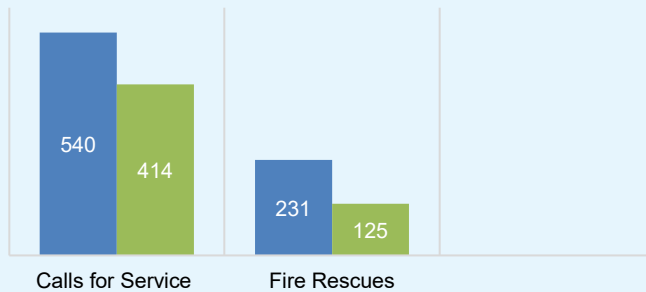
Purchase Orders Processed	75
New Vendors Set Up	16
Informal Quotes	21
\$ Received Surplus Items Sold	\$90,096
HUBSCO reports	0

Fire

KEY STATS			TYPES OF CALLS		
	MARCH 2024	MARCH 2023		MARCH 2024	MARCH 2023
Calls for Service	540	414	Fire	231	125
Average Response Time	4:24	4:56	Medical	270	258
			Motor Vehicle Accidents (MVA)	39	30

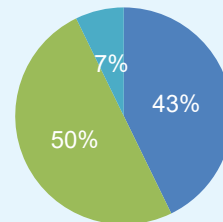
FIRE-KEY STATS

■ Mar-24 ■ Mar-23



TYPES OF CALLS

■ Fire ■ Medical ■ MVAs



Human Resources

EMPLOYMENT

As of MARCH 31, 2024	MARCH 2024	MARCH 2023
Positions Filled	424	391
Vacancies	16	21
Total Authorized Positions FY 2023-2024	440	421

EMPLOYEE NAME (PROMOTIONS)	DEPARTMENT	POSITION	DATE
Tim Edwards	Public Inspections	Assistant Director, Public Inspections	March 4, 2024
Marvin Weathers	Public Inspections	Assistant Director, Public Inspections	March 4, 2024

Information Technology

SERVICE STATS

	MARCH 2024	MARCH 2023
Service Requests Completed	621	477
Network Uptime Percentage	100%	100%

Inspections & Public Facilities

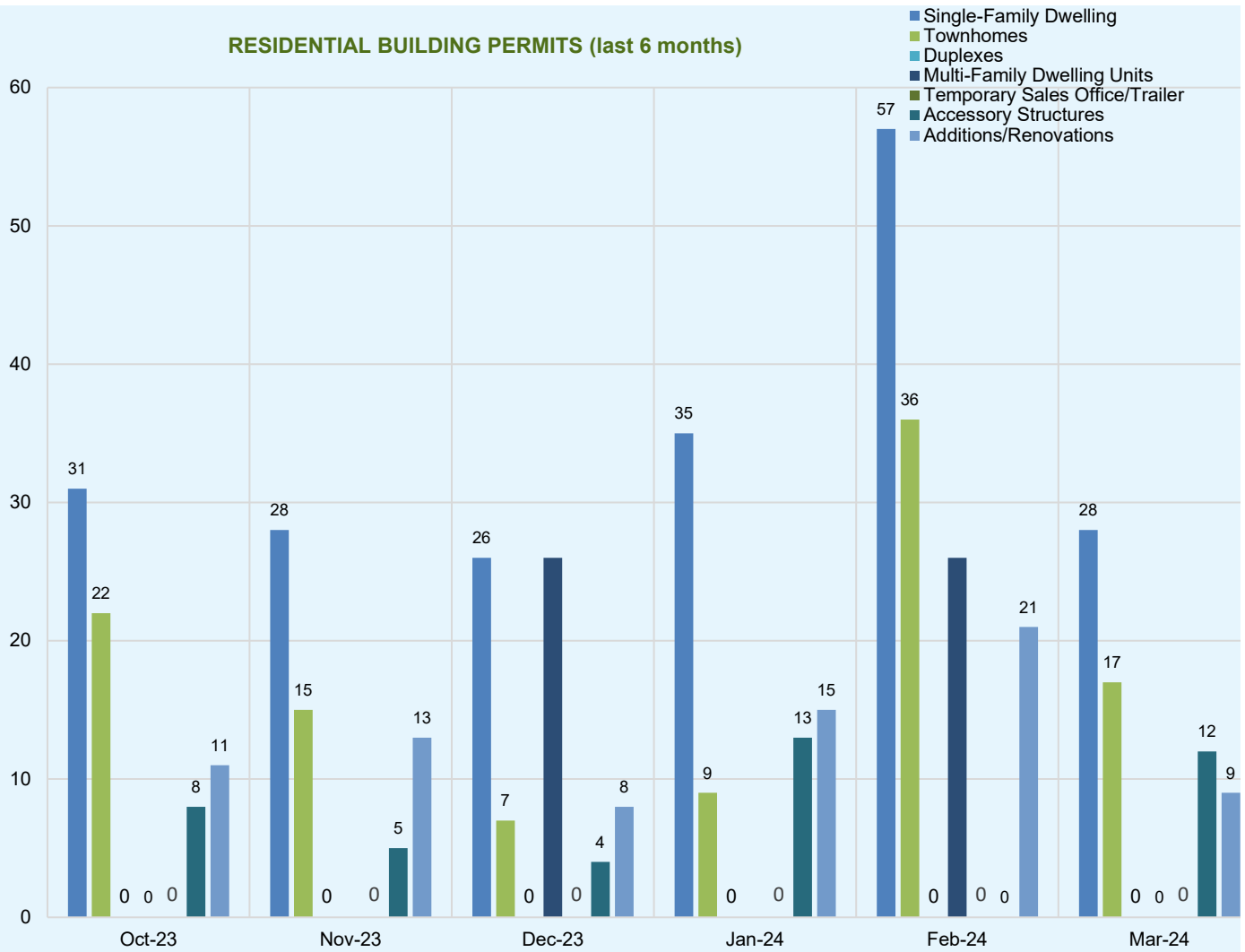
RESIDENTIAL PERMITS

	MARCH 2024	MARCH 2023
Single-Family Dwelling	28	39
Townhomes	17	13
Duplexes	0	0
Multi-Family Dwelling Units	0	125
Other	104	134
Total	149	311

NON-RESIDENTIAL PERMITS

	MARCH 2024	MARCH 2023
New Commercial	0	2
Fit-Ups	2	2
Other	22	46
Total	24	50

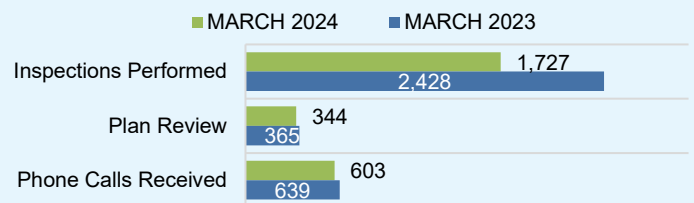
RESIDENTIAL BUILDING PERMITS (last 6 months)



PUBLIC FACILITIES

	MARCH 2024	MARCH 2023
Preventative Maintenance Completed	548	479
Reactive Work Orders	97	140

DEPARTMENTAL PRODUCTIVITY



BUSINESSES	
NEW COMMERCIAL BUSINESSES	ADDRESS
FIT-UPS	
Vanilla Box	535 S. White St. 115
Jubilation Skincare and Massage	221 S. White St.
PRE-OCCUPANCIES	
MK Ballroom LLC	701 N. Main St.
Ratchford Enterprises LLC	5103 Unicon Dr. N
Pro Audio & Video LLC	5105 Unicon Dr. J
UPS Store (fit-up coming soon)	12520 Capital Blvd. 401
Aadisha Enterprises LLC	745 Merritt Capital Dr. 120
Wells Orthodontics	1628 S. Main St. 210

Organizational Performance

NORTHERN WAKE FOOD SECURITY TEAM

Staff Hours	Avg. 10 hrs/week
Updates	- NCFST Mobile Market Avg. 57/per visit - Received and Distributed 50 Easter Food Boxes to help local families - Weekly partnerships with the Wake Forest Community Table & Tri Area Ministries - Bi-Weekly partnerships with the Hope House & the Mobile Market - Testing anew Mini Market near Northern Regional Community Center

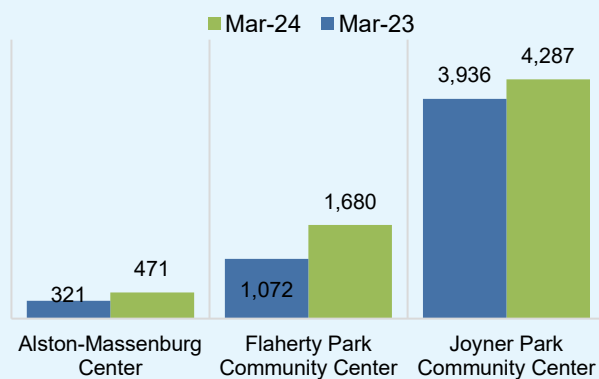
GUEST SERVICES VOLUNTEER (GSV) PROGRAM

Updates	19 in the program – 1 new applicant
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Parks, Recreation & Cultural Resources

ATHLETICS			PROGRAMS		
	MARCH 2024	MARCH 2023		MARCH 2024	MARCH 2023
Registrations Received – Youth	1	8	Registrations Received – Youth	84	78
Registrations Received – Adult	3 teams	3 Teams	Registrations Received – Adult	79	197
Games Held	18	28	Classes/Programs Held	26	33
Revenue	\$1,765	\$2,085	Revenue	\$4,138	\$7,489

VISITORS TO COMMUNITY CENTERS



RECONNECT PROGRAM GUIDE

[VIEW](#)

The program guide is updated twice per year in January and July.

PARK MAINTENANCE

TYPE OF MAINTENANCE	QUANTITY
Vandalism	1
Reactive Maintenance	1
PM Inspections and services	73
Evening and Weekend Park Services	4

FACILITY RENTALS		
	MARCH 2024	MARCH 2023
Athletic Fields	5	15
Joyner Park Outdoor / Open Space	5	3
General Outdoor / Open Space	4	0
Picnic Shelters	0	0
Wake Forest Community House	5	3
Joyner Park Community Center	3	3
Flaherty Park Community Center	0	0
Alston-Massenburg Community Center	4	2

VISITORS TO AQUATIC CENTER & SPRAYGROUND		
	MARCH 2024	MARCH 2023
Aquatic Center	CLOSED	CLOSED
Taylor Street Sprayground	CLOSED	CLOSED

Planning

DEVELOPMENT SERVICES MONTHLY REPORT [VIEW](#)

ZONING VIOLATIONS DASHBOARD [VIEW](#)

Use Chrome, Firefox, Safari, or Edge when viewing the dashboard.

CERTIFICATES OF APPROPRIATENESS		
	MARCH 2024	MARCH 2023
COAs Received	0	0
COAs Approved	0	0

Police

KEY STATS		
	MARCH 2024	MARCH 2023
Calls for Service	5,039	4,118
Vehicle Crashes	182	170

Public Works

Streets: Cemetery maintenance-mulched beds, replaced shrubs and ditch repairs (stormwater), swept 210 miles of streets and collected 22 loads of debris, upgraded 76 street signs and repaired 10 signs, staff training for tanker endorsement, staff tested and acquired license endorsement, installed historic sign for Planning dept, cleaned debris from Wake Forest landfill and removed silt fence, poured 17.5 yards of concrete, patched 51 tons of asphalt.

Solid Waste: The wells have been removed from the WF landfill, putting us one big step closer to the complete remediation. Big thanks to Jeanette on this multi-year long process is near the finish line. Leaf season ended on March 8th. We feel that we had a very successful leaf season with less breakdowns, more coverage of labor and consistency of service over speed of service. We implemented more training of drivers. This included drivers on all vehicles and added delivery of carts to drivers. Jeanette hosted a Sustainability 101 course on Earth Day education. She presented this information to teachers about how to present Earth Day to school kids and she gave out lots of education material. With the nicer weather, yard waste collection has bumped up in the amounts collected.

Urban Forestry: Planted 30 trees, ground 4 stumps and trimmed 16 trees

RECYCLING		
	MARCH 2024	MARCH 2023
Volunteer Collected Litter	1,100	150
Volunteer Collected Recycling	0	150
Volunteer Hours	60.5	8
Volunteer Miles of Streets	1	6
Sections of Roads Cleaned (not miles)	2	0
Number of Creeks Cleaned	1	0
Number of Litter Kits Issued/Returned	9	1
SOLID WASTE		
	MARCH 2024	MARCH 2023
New Construction Homes Added	38	85
New Cart Sets	38	85
CEMETERY		
	MARCH 2024	MARCH 2023
Number of Plots Sold	0	0
Number of Niches Sold	2	1
Total Plots Available	0	0

Renaissance Centre for the Arts

EVENT & PROGRAM ATTENDANCE

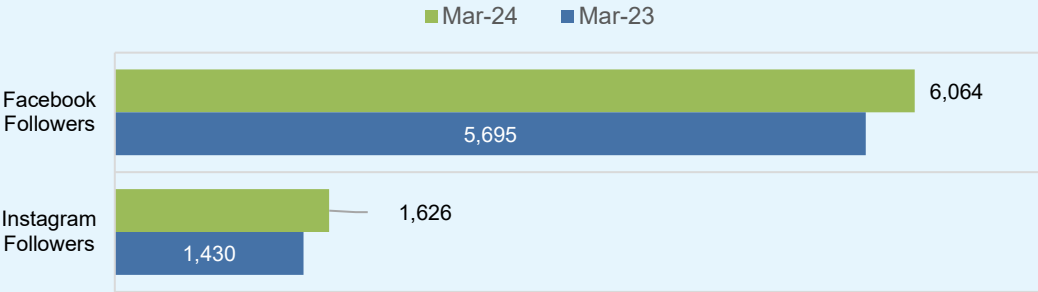
	MARCH 2024	MARCH 2023
Monthly In-Person Attendance	1,262	2,151
Virtual Views	471	609
Ticketed Events Held	1	2
Free Events Held	1	1

RENAISSANCE CENTRE PROGRAM GUIDE [VIEW](#)

The 2024 Wake Forest Film Festival was a success! Over 80 films were submitted for consideration and a record-breaking attendance enjoyed 19 films.

The Renaissance submitted Requests for Proposals for a feasibility study to explore the need for a new or renovated performing arts center. Several firms submitted proposals for consideration.

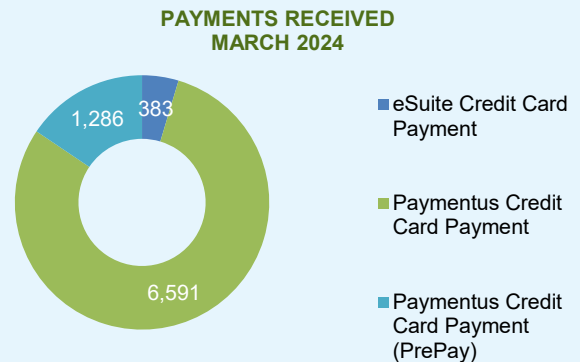
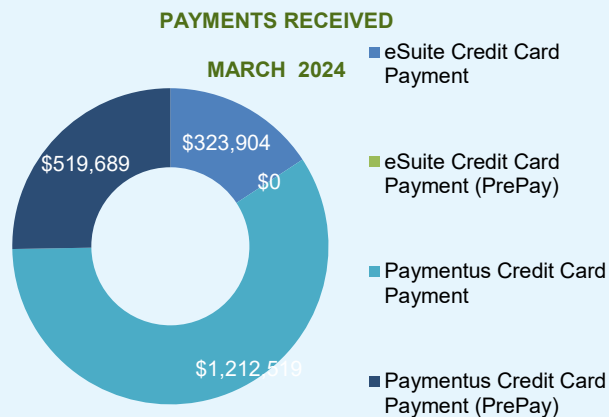
SOCIAL ENGAGEMENT



Wake Forest Power

CUSTOMER SUMMARY			POWER OUTAGES		
	MARCH 2024	MARCH 2023		MARCH 2024	MARCH 2023
Electric Meters/Customers	7,736	7,061	Total Number of Customers Affected by Outages this Month	112	87
Pre-Pay Power Customers	472	475	Average Number of Customers Affected per Outage	37.33	20.5
H.O.P.E. Participants	44	46			
N.C. GreenPower Participants	16	17			

PAYMENTS RECEIVED			NUMBER OF TRANSACTIONS		
	MARCH 2024	MARCH 2023		MARCH 2024	MARCH 2023
eSuite Credit Card Payments	\$323,904	\$269,773	eSuite Credit Card Payments	383	463
eSuite Credit Card Payments (Pre-Pay)	0	\$50	Paymentus CC Payments	6,591	5,178
Paymentus CC Payments	\$1,212,519	\$812,709	Paymentus CC Payments (Pre-Pay)	1,286	1,354
Paymentus CC Payments (Pre-Pay)	\$519,689	\$49,338			



Advisory Boards

Historic Preservation Commission

MEETINGS

Most recent meeting held 03/26/2024

Number of members in attendance 4 out of 9

4 of 9 members were in attendance for the February meeting. Since there was not a quorum the HPC did not conduct any business. Updates were provided about the Downtown Plan from Jennifer Currin and the S. Main Street Corridor Study from Brad West.

Human Relations Council

MEETINGS

Most recent meeting held 03/28/2024

Number of members in attendance 9 out of 11

One board member resigned – leaving one vacancy. Council met and de-briefed the most recent event – Minority/Women Owned Business Expo. Plans are in place to hold again in 2025. Next event – plans to participate in Juneteenth activities. Good neighbor day scheduled for September 2024.

Public Art Commission

MEETINGS

Most recent meeting held 03/28/2024

Number of members in attendance 10 out of 11

Updated Art Vision Plan has been printed; digital version will be available on PAC webpage soon. AMC Mural Call for Artists is now closed; pre-qualified artist registry continues to remain open to artists of all mediums. More PAC projects to come. Continuing to make connections in the Northeast Community. Continuing to make plans for 2024 Celebration of Arts (save the date: October 5 9am-12pm at AMC).

Parks, Recreation & Cultural Resources Advisory Board

MEETINGS

Most recent meeting held 03/25/2024

Number of members in attendance 9 out of 12

The PRCR Advisory Board held its regular monthly meeting on March 25th at 6:30 pm at Town Hall. There were 9 of 12 members in attendance.

Work Groups:

Board Structure – Work Group/Events Signups & Team Leads

Work Group updates and reassignment: National Trails Day (5k/3k) Christi Dennis researched medals and slightly changed the look of the medal & ribbon. No concerns. Sarah will coordinate the volunteers.

Unplugged: Requested face painters, no bounce house & section off play area, include a-frames
Greenway/Reservoir cleanup April 13th – tabled until later

Technology Advisory Board

MEETINGS

Most recent meeting held 03/25/2024

Number of members in attendance 11 out of 13

The TAB members worked on the STEM Saturday event that will be held on April 27, 2024.

Urban Forestry Board

MEETINGS

Most recent meeting held 03/26/2024

Number of members in attendance 0 out of 7

The UFB meeting was canceled



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-134-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: April 16, 2024

SUBJECT

Wake County Tax Release

Recommendation:

Item Summary:

ATTACHMENTS

- [WF-TAX-REPORT-APRIL-2024-BOC-MTG.pdf](#)



Board of Commissioners
P.O. Box 550 • Raleigh, NC 27602

TEL 919 856 6180
FAX 919 856 5699

SHINICA THOMAS, CHAIR
SUSAN EVANS, VICE-CHAIR
VICKIE ADAMSON
MATT CALABRIA
DON MIAL
CHERYL STALLINGS
TARA WATERS

April 2, 2024

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 April 1, 2024, 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 cursive script, appearing to read "Yvonne Gilyard".

Yvonne Gilyard
Clerk to the Board
Wake County Board of Commissioners



WAKE COUNTY TAX ADMINISTRATION

Rebate details

2/1/2024 - 2/29/2024

PAGE

1

DATE

03/07/2024

TIME

01:19:19 PM

WAKE FOREST

REBATE NUMBER	PROPERTY	SPEC DIST	CITY TAG	LATE LIST	BILLED INT	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING OWNER TYPE
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WAKE FOREST (Not In District)

INDIVIDUAL PROPERTY ACCOUNTS

872215	99.97	0.00	30.00	0.00	0.00	129.97	02/22/2024	0007009096	2024	2023	MCCOOK, WANDA EURY
870814	298.04	0.00	30.00	0.00	0.00	328.04	02/07/2024	0006998093	2023	2022	POWELL HOY, FLORENCE ELAINE
872740	219.73	0.00	30.00	0.00	0.00	249.73	02/28/2024	0007007366	2024	2023	GADE, PAVAN KUMAR

Subtotal for

INDIVIDUAL

PROPERTY

ACCOUNTS

617.74

0.00

90.00

0.00

0.00

707.74

3 Properties Rebated

INDIVIDUAL REAL ESTATE ACCOUNTS

871654	838.71	0.00	0.00	0.00	0.00	838.71	02/15/2024	0000475944	2023	2023	OTERO, NANCY ELIZABETH
872203	227.25	0.00	0.00	0.00	0.00	227.25	02/21/2024	0000444156	2023	2023	BYRD, CHARON

Subtotal for

INDIVIDUAL

REAL

ESTATE

ACCOUNTS

1,065.96

0.00

0.00

0.00

0.00

1,065.96

2 Properties Rebated

WILDLIFE BOAT ACCOUNTS

871796	56.29	0.00	0.00	5.63	0.00	61.92	02/19/2024	0004208002	2023	2023	HEILMAN, JON PAUL
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Subtotal for

WILDLIFE

BOAT

ACCOUNTS

56.29

0.00

0.00

5.63

0.00

61.92

1 Properties Rebated



WAKE COUNTY TAX ADMINISTRATION

Rebate details
2/1/2024 - 2/29/2024

WAKE FOREST

DATE 03/07/2024
TIME 01:19:19 PM
PAGE 2

REBATE NUMBER	PROPERTY	SPEC DIST	CITY TAG	LATE LIST	BILLED INT	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING TYPE	OWNER
------------------	----------	--------------	-------------	-----------	---------------	------------------	-----------------	-------------------	-------------	-------------	-----------------	-------

TOTAL	1,739.99	0.00	90.00	5.63	0.00	1,835.62					6	Properties Rebated for the District/City
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WAKE
FOREST (Not
In District)

TOTAL FOR
CITY

WAKE FOREST	1,739.99	0.00	90.00	5.63	0.00	1,835.62					6	Properties Rebated for the City
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WAKE COUNTY TAX ADMINISTRATION

Rebate details
2/1/2024 - 2/29/2024

WAKE FOREST

DATE 03/07/2024
TIME 01:19:19 PM
PAGE 1

REBATE NUMBER	PROPERTY	SPEC DIST	CITY TAG	LATE LIST	BILLED INT	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	YEAR FOR	BILLING OWNER TYPE
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Grand Total:	33,310.42	277.73	1,260.00	877.12	0.00	35,725.27	102	Properties Rebated for All Cities			
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Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-62-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: April 16, 2024

SUBJECT

Commissioner Reports

Recommendation:

Item Summary:

ATTACHMENTS

-



Board of Commissioners Agenda Item Report

Agenda Item No.: 2024-147-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: April 16, 2024

SUBJECT

Closed Session: 143-318.11(3) Consultation with the Town Attorney

Recommendation:

Item Summary:

ATTACHMENTS

-