



Wake Forest Board of Commissioners
Meeting Agenda
May 16, 2023 at 6:00 PM
All items listed are for discussion and possible action.

Notice

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

Cable & Online Broadcast of Board of Commissioners Meetings

All Board of Commissioners meetings are broadcast live on [WFTV 10](#) beginning at 7 p.m. Meetings are also aired online on the [Public Meetings Portal](#) on the [Town of Wake Forest website](#). Archived meeting videos are also provided and available for one year after the original air date.

Meeting Agendas

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

Public Hearings

When an agenda item is denoted as a [Public Hearing](#), persons attending shall be permitted to address the Board of Commissioners regarding the item under consideration with those speaking in favor first and those against speaking second. Proponents and opponents shall each be given five 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 five minutes each to express his/her comments, ideas, concerns, expressions, and desires. No comments will be allowed on agenda items.

Public Comment

During the Public Comment period, anyone wishing to address the Board of Commissioners concerning an issue or topic that is not a public hearing item or an agenda item should complete and submit the Board of Commissioner Public Comment Form on the [Town website](#) or email Town Clerk [Terry Savary](#) by 9 a.m. the day of the meeting. 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 3-5 minutes to speak. Thank you for your cooperation.

Call to Order

Pledge of Allegiance

1.Approval of Agenda

2.Approval of Minutes

- 2.A. April 18, 2023 Regular Meeting
[DraftBOCMinutesApr202318.pdf](#)

3.Presentations

- 3.A. Proclamation Recognizing June 12, 2023 as "Women's Veterans Day"
[ProclamationForWomenVeteransDayMay202316.pdf](#)
- 3.B. Proclamation Recognizing May 2023 as "National Foster Care Month"
[ProclamationNationalFosterCareMonthProclamationMay202316.pdf](#)
- 3.C. Proclamation Recognizing June 2, 2023 as "Gun Violence Awareness Day"
[ProclamationNationalGunAwarenessMay202316.pdf](#)

4.Public Hearings / Public Comment

- 4.A. Public Hearing to receive public comment on the proposed FY 2023-2024 Budget
[2023-2024 Budget Public Hearing_summary.pdf](#)
- 4.B. Public Hearing on LEGISLATIVE CASE CPA-23-01, 0 Heritage Lake Road, a Comprehensive Plan Amendment filed by the Town of Wake Forest to amend 2.64± acres located at 0 Heritage Lake Road, being Wake County Tax PIN 1850066925 from unclassified to Neighborhood Commercial.
[2023 CPA-23-01 BOC Agenda Summary](#)
[2023 CPA-23-01 Comprehensive Plan Amendment Staff Report](#)
[Attachment A - Application](#)
[Attachment B - Maps](#)
[Ordinance](#)
[Exhibit 1 - Map](#)
- 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 comments to 5 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 Amendment # 4 for FY 2022 - 2023
[Budget Ordinance Amendment_summary.pdf](#)
[Budget Ordinance Amendment #4_FY 2022-2023.pdf](#)
- 5.B. Approval of resolution authorizing installment purchase agreement (FY 23 Equipment and Vehicles)
[Equipment and vehicles IPA resolution_summary.pdf](#)
[Analysis of proposals_vehicles and equip.pdf](#)
[Town of Wake Forest 2023 IPC- proposal_First Citizens.pdf](#)
[Vehicles and Equipment RFP_FY 2022-2023.pdf](#)
[Resolution-First Citizens Bank Installment.doc](#)
- 5.C. Approval of a Resolution to Ratify the Amended Charter of Central Pines Regional Council (f.k.a. TJCOG)
[CPRC Charter Summary.pdf](#)
[Resolution2023-XXCPRG Approval_May202316.doc](#)
[TJCOG Charter -Redline Version.pdf](#)
- 5.D. Approval of the Amendment of Ordinance Sec. 20-2. (a) - Public consumption, possession, etc., of alcohol.
[Summary Sheet - Ordinance Amendment Alcohol Sales at Flaherty Park Field #2.pdf](#)
[Ordinance 2023-XX Consumption Of Alcohol Flaherty Park May 2023.pdf](#)
[FUNG0 Alcohol Conditions Operational Plan 2023 Final.pdf](#)
- 5.E. Approval of resolution authorizing audit services contract with Cherry Bekaert LLP for fiscal year ending June 30, 2023
[Audit services contract_summary.pdf](#)
[Town of Wake Forest 6-30-23 Audit Eng Ltr-EL01.pdf](#)
[Town of Wake Forest 6-30-23 Audit LGC.pdf](#)

[Resolution 2023-xx AuditContract FYE 2023.docx](#)

- 5.F. Approval of amendments to Chapter 32 “Utilities”, Article I “In General” & Article V, “Electric Service”.

[Summary_Chapter32.docx](#)

[Code Update Chapter 32.pptx](#)

[CH32_ArticleI_I_V_2023Markup.docx](#)

[Ordinance2023-XXUpdateAmendingCodeOfOrdCh32-UtilitiesMay202316.docx](#)

6.Legislative Items

7.Planning Items

- 7.A. Consideration of a Resolution to approve the S. Main Street Access Management Study scope of work and fee and allow the Town Manager to enter into a contract with Stantec

[2023-143 Agenda Summary_BoC.pdf](#)

[2023-143 Resolution.docx](#)

[Contract Scope & Fee](#)

[Request for Qualifications 22-0004](#)

- 7.B. Consideration of a Resolution to approve the Downtown Plan, Parking Study, and MSD Evaluation scope of work and fee and allow the Town Manager to enter into a contract.

[BOC Agenda Summary 051623.pdf](#)

[Contract Resolution.docx](#)

[Attachment A: Contract Scope & Fee.pdf](#)

[Attachment B: RFQ#22-0006.pdf](#)

- 7.C. Consideration of LEGISLATIVE CASE CPA-23-01, 0 Heritage Lake Road, a Comprehensive Plan Amendment filed by the Town of Wake Forest to amend 2.64± acres located at 0 Heritage Lake Road, being Wake County Tax PIN 1850066925 from unclassified to Neighborhood Commercial.

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

[April 2023 Monthly Report .pdf](#)

12.B. Wake County Tax Release

[TXREP-WF-MAY2023-MTG.pdf](#)

12.C. Commissioner Reports

12.D. Closed Session - Closed Session to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract. N.C.G.S. § 143.318.11(a)(5)

12.E. 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)

13.Adjournment



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-140-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: May 16, 2023

SUBJECT

April 18, 2023 Regular Meeting

Recommendation:

Item Summary:

ATTACHMENTS

- [DraftBOCMinutesApr202318.pdf](#)



Wake Forest Board of Commissioners Meeting Minutes

The Wake Forest Board of Commissioners met on **Tuesday, April 18, 2023**, 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 Jim Dyer (*Commissioner Dyer arrived at approximately 6:23 p.m.*), Commissioner Keith Shackelford, Commissioner Adam Wright, and Commissioner Nick Sliwinski.

Commissioner Members Absent: Commissioner Chad Sary

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
Chief Financial Officer Aileen Staples
Code Enforcement Section Supervisor Marvin Weathers

Sustainability Coordinator Jeanette Johnson
Engineering Director Joe Guckavan
Assistant Stormwater Engineer Nick Nolte
Police Chief Jeff Leonard
Police Captain Brandon High
Police Captain Julius Jefferson

1. Approval of Agenda

1.A. Approval of Agenda

ACTION:

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

Seconded: Commissioner Sliwinski.
Vote: Motion carried 3-0.

2. Approval of Minutes

- 2.A. Approval of Minutes:
- March 7, 2023 Work Session
 - March 21, 2023 Regular Meeting
 - March 23, 2023 Special Called Meeting

ACTION:

Mover: Commissioner Shackelford moved to approve the minutes as presented.
Seconded: Commissioner Wright.
Vote: Motion carried 3-0.

3. Presentations

3.A. Proclamation Recognizing April 22, 2023 as Earth Day in the Town of Wake Forest

Commissioner Sliwinski read the proclamation into the record:

PROCLAMATION

DESIGNATING APRIL 22, 2023 AS EARTH DAY IN THE TOWN OF WAKE FOREST
WHEREAS, April 22, 2023, marks 53 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 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 proudly recognizes all who participate in Earth Day, for their dedication to taking a proactive role in shaping the future of our environment and protecting the Town of Wake Forest's, and the World's, precious natural resources, various wildlife, and biological diversity; 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 do hereby proclaim April 22, 2023 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.*

Commissioner Sliwinski presented the proclamation to Sustainability Coordinator Jeanette Johnson

3.B. Proclamation Recognizing April 28, 2023 as Arbor Day in the Town of Wake Forest

Commissioner Sliwinski read the proclamation into the record:

ARBOR DAY PROCLAMATION

***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 45 consecutive years by the National Arbor Day Foundation and desires to continue its treeplanting tradition.

NOW, THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest do hereby proclaim Friday, April 28, 2023 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.

Commissioner Sliwinski presented the proclamation to Sustainability Coordinator Jeanette Johnson

3.C. Proclamation Recognizing May as "Building Safety Month"

Mayor Jones read the proclamation into the record:

PROCLAMATION

Building Safety Month — May 2023

Whereas, the Town of Wake Forest 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,** “It Starts with You,” The theme for Building Safety Month 2023, 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 do hereby proclaim the month of May 2023 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.*

Mayor Jones presented the proclamation to Code Enforcement Section Supervisor Marvin Weathers.

3.D. Proclamation Recognizing May 6, 2023 as "St. Baldrick's Day"

Commissioner Shackelford read the proclamation into the record:

**PROCLAMATION
RECOGNIZING ST. BALDRICK’S DAY
MAY 6, 2023**

***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 \$330 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 16th consecutive year, this amazing community has continued to organize and support the St. Baldrick’s Foundation – raising over \$1.3 MILLION and counting for lifesaving research; and*

***WHEREAS,** since 2005 the St. Baldrick’s Foundation has awarded more than \$12 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 the Town of Wake Forest, North Carolina, do hereby proclaim May 6, 2023 as

"ST. BALDRICK'S DAY"

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

Commissioner Shackleford presented the proclamation to Tommy Murray.

3.E. Proclamation Recognizing April 30 through May 6, 2023 as the " 54th Annual Professional Municipal Clerks Week"

Mayor Jones recognized the proclamation for the record:

PROCLAMATION

**RECOGNIZING THE WEEK OF APRIL 30 – MAY 6, 2023 AS THE
54th 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, do recognize the week of April 30 through May 6, 2023, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Town Clerk Theresa Savary and Deputy Town Clerk Ella Downtin and to all Professional Municipal Clerks

for the vital services they perform and their exemplary dedication to the communities they represent.

4. Public hearings / Public Comment

4.A. Public hearing to consider closing a portion of right-of-way (ROW) abutting Caddell St.

Assistant Stormwater Engineer Nick Nolte provided a presentation on the Caddell St. project.

A resident asked what portion of Caddell St. is being taken out. Mr. Nolte replied the area being abandoned is a section of ROW behind the sidewalk. He explained that the town is abandoning that portion of ROW to allow the developers to add additional parking. Mr. Nolte shared, as for the other surrounding developments, he would provide the resident with the construction drawings on file and continue to answer any questions she may have.

Another resident asked if the fence would be moved towards the sidewalk. Mr. Nolte stated the fence currently in place is following the ROW. He could not remember if a fence was proposed along Caddell St. but believed the area would be graded and paved for parking. He also believed the fence would be removed and would no longer be in that area. Mr. Nolte offered to share the construction drawings on file.

No one else came forward to speak. Mayor Jones closed the public hearing.

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 5 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.

The following citizen provided public comment:

- Rev. Kenneth Steigler, 159 West Holding Ave., Wake Forest, NC spoke about the National Day of Prayer and asked that the National Day of Prayer be supported by the town as a special event.

5. Consent Agenda

5.A. Approval of Budget Ordinance Amendment #3 for FY 2022-2023

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

5.C. Approval of Appointments to the Citizen Advisory Boards

ACTION:

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

Second: Commissioner Sliwinski.

Vote: Motion carried 4-0.

6. Legislative Items

6.A. Consideration of Resolution ordering the closure of a portion of Caddell Street

ACTION:

Mover: Commissioner Wright moved to approve the resolution ordering the closure of a portion of Caddell St. as presented.

Second: Commissioner Shackleford.

Vote: Motion carried 4-0.

7. Administration and Financial Items

No Administration and Financial Items presented.

8. Planning Items

No Planning Items presented.

9. Public Services Items

No Public Service Items presented.

10. Parks and Recreation Items

No Parks and Recreation Items presented.

11. Public Safety Items

No Public Safety Items presented.

12. Other Business

12.A. Appoint a Voting Delegate for the NC League of Municipalities Board of Directors and for voting at City Vision.

ACTION:

Mover: Commissioner Wright moved to appoint Mayor Jones as the voting delegate for the NC League of Municipalities Board of Directors and for voting at City Vision.

Seconder: Commissioner Sliwinski.

Vote: Motion carried 4-0.

Mayor Jones shared that at this week's Wake County Mayor's meeting the County Commissioners provided a presentation about ways in which they want to partner with municipalities in the Affordable Housing Area. The county adopted an Affordable Housing plan in 2017. Mayor Jones said the county would be contacting town staff sometime in the near future to make staff aware of their programs and how they can work together.

12.B. Department Monthly Report

Received.

12.C. CIP Project Tracker

Received.

12.D. Strategic Plan

Received.

12.E. Wake County Tax Release

Received.

12.F. Commissioner Reports

Commissioner Dyer attended the Memorial Flag Raising Ceremony, NC Veteran's Coffee, Friends of the Renaissance Centre to celebrate the 10-year anniversary, RDU Cancer Foundation, and the dedication of the new gazebo located at SEBTs, the Garden Club is having their annual garden tour on Saturday, April 29, 2023.

Commissioner Wright attended Friday Night on White and the Forest Fest Event, he reported the Annual STEM Event will be held at the Community Center on April 29, 2023, from 10:00 a.m. to 2:00 p.m., and Commissioners Wright and Sliwinski will host Coffee with a Commissioner at Wake Forest Coffee Company on April 29, 2023, from 10:00 a.m. to 12:00 p.m.

Commissioner Sliwinski said in addition to a couple of events he attended with Commissioners Wright and Dyer he also attended the Easter Egg Hunt which was moved indoors due to bad weather, he commended town staff and volunteers for making it the best event they could with a bad weather situation, he invited the community to Six Sundays in Spring.

Commissioner Shackleford had no report.

Mayor Jones thanked and expressed her appreciation to the Parks, Recreation & Cultural Resources staff for pulling off the Easter Egg Hunt during a bad weather situation, she thanked the Wake Forest Police Department for reminding staff about the 9:00 p.m. routine, congratulated ARTS WF for being named the Main Street Champions for Wake Forest this year, congratulated the Wake Forest Loading Dock for receiving an award for the best adaptive reuse project, she attended the Senior Network Talent Show at the

Renaissance Centre and Mayor Jones and Mayor Currin from Rolesville served as the Emcees for that evening.

Town Manager Padgett had no report.

13. Adjournment

With no further business to discuss, the meeting was adjourned at 6:37 p.m.

Duly approved in open session this 16th day of May 2023.

(ATTEST)

Vivian A. Jones, Mayor

Theresa Savary, Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-124-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: May 16, 2023

SUBJECT

Proclamation Recognizing June 12, 2023 as "Women's Veterans Day"

Recommendation:

Item Summary:

ATTACHMENTS

- [ProclamationForWomenVeteransDayMay202316.pdf](#)



TOWN of WAKE FOREST

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

PROCLAMATION FOR WOMEN'S VETERANS DAY

WHEREAS, on June 12, 1948, President Harry S. Truman signed the Women's Armed Services Integration Act enabling women to serve as permanent, regular members of the United States military services; and,

WHEREAS, North Carolina women have served in the American military since before we became a nation, yet they were not officially recognized as military members until 1948; and,

WHEREAS, women were not considered veterans and had no eligibility for benefits until women who served in World War II were given veteran status; and,

WHEREAS, fifty years ago the Navy admitted the first women pilots; forty-one years ago, Alene B. Duerk became the Navy's first female admiral and the first flag-ranked woman officer in the military; fifteen years ago, the Army named Ann E. Durwood the first 4-star female general; and six years ago Camp Lejeune graduated the first three women Marines to be enrolled in the School of Infantry; and

WHEREAS, over 25,000 women served overseas during World War I; over 7,000 North Carolina women served during World War II; and over 265,000 American women served during the Vietnam War including eight who are listed on the Vietnam War Memorial Wall; and

NOW, THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest, North Carolina, do hereby proclaim June 12 as Women's Veterans Day in Wake Forest and encourage all residents to remember this day as a salute to all women who have served or are serving in the United States military and thank them for their service.

This the 16th day May 2023.

Attest:

Town Clerk



Mayor



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-131-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: May 16, 2023

SUBJECT

Proclamation Recognizing May 2023 as "National Foster Care Month"

Recommendation:

Item Summary:

ATTACHMENTS

- [ProclamationNationalFosterCareMonthProclamationMay202316.pdf](#)



PROCLAMATION

RECOGNIZING MAY 2023 AS “NATIONAL FOSTER CARE MONTH”

WHEREAS, the youth of Wake County are one of our most precious resources and hope for the future, and all children in our community deserve a safe, loving and nurturing place to call home; and

WHEREAS, there are more than 11,000 youth in the foster care system in North Carolina and 493 youth in Wake County’s care; and

WHEREAS, the primary goal of foster care is to provide a safe and stable homes through the compassion and nurturing of a foster family or kinship family; and

WHEREAS, foster families and kinship families open their hearts and homes to youth who have experienced a crisis in their homelife. These families play a vital role in helping children and families heal and reunify, while helping children launch into successful adulthood; and

WHEREAS, dedicated foster and kinship families sometimes adopt foster children in their care, resulting in a greater need for more foster parents and families; and

WHEREAS, through the support and partnerships of numerous individuals, communities and organizations, there is a collaborative effort to raise public awareness around the needs of youth in foster care currently and those exiting foster care, and of the enduring and valuable contributions made by foster and kinship families; and

WHEREAS, National Foster Care Month is a time to recognize the foster parents, child welfare professionals and advocates working to ensure our children’s safety, well-being and permanence, and to spread awareness on behalf of the hundreds of youth in foster care in Wake County; and

WHEREAS, the Town of Wake Forest encourages individuals and families to volunteer their time, energy and talents to recognize the children currently in foster care, as well as their biological families, kinship caregivers and foster parents during this month and throughout the year;

NOW, THEREFORE, I, Vivian A. Jones, Mayor of the Town of Wake Forest do hereby proclaim May 2023 as “Foster Care Month” in Wake Forest, and commend its observance to all our residents.

This the 16th day May 2023.

Attest:

Town Clerk



Mayor



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-142-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: May 16, 2023

SUBJECT

Proclamation Recognizing June 2, 2023 as "Gun Violence Awareness Day"

Recommendation:

Item Summary:

ATTACHMENTS

- [ProclamationNationalGunAwarenessMay202316.pdf](#)



2023 PROCLAMATION

DECLARING THE FIRST FRIDAY IN JUNE TO BE NATIONAL GUN VIOLENCE AWARENESS DAY

This proclamation declares the first Friday in June to be National Gun Violence Awareness Day in the Town of Wake Forest to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

WHEREAS, every day, more than 100 Americans are killed by gun violence, alongside more than 230 who are shot and wounded, and on average there are more than 13,000 gun homicides every year; and

WHEREAS, Americans are 25 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, North Carolina has an average of 1,388 gun deaths every year, with a rate of 13.3 deaths per 100,000 people. North Carolina has the 23rd highest rate of gun deaths in the US; and

WHEREAS, gun homicides and assaults are concentrated in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities; and

WHEREAS, cities across the nation, including in Wake Forest, NC, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, protecting public safety in the communities they serve is mayors' highest responsibility; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe; and

WHEREAS, gun violence prevention is more important than ever as the COVID-19 pandemic continues to exacerbate gun violence after more than a year of increased gun sales, increased calls to suicide and domestic violence hotlines, and an increase in city gun violence;

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 2, 2023 to recognize the 24th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to –

- (1) Hadiya Pendleton and other victims of gun violence; and
- (2) the loved ones of those victims; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, anyone can join this campaign by pledging to wear orange on June 2, the first Friday in June in 2023, to help raise awareness about gun violence; and

WHEREAS, by wearing orange on June 2, 2023 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE BE IT RESOLVED, that Vivian Jones of the Town of Wake Forest, NC, on behalf of the Board of Commissioners, declares the first Friday in June, June 2, 2023, to be National Gun Violence Awareness Day. I encourage all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

This the 16th day of May 2023.

Attest:

Town Clerk



Mayor



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-108-
Submitted by: Aileen J. Staples
Submitting Department: Finance
Meeting Date: May 16, 2023

SUBJECT

Public Hearing to receive public comment on the proposed FY 2023-2024 Budget

Recommendation:

Item Summary:

ATTACHMENTS

- [2023-2024 Budget Public Hearing_summary.pdf](#)

Public Hearing to receive public comment on the proposed FY 2023-2024 Budget

The purpose of this hearing is to receive public comment on the proposed budget for the upcoming fiscal year beginning July 1, 2023. A copy of the proposed budget is available on the website <https://bit.ly/TOWFBudget> for the public to view.

A work session to review and discuss the proposed budget will be held on Tuesday, June 6 at 6:00 pm.



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-32-
Submitted by: Antoine Jordan
Submitting Department: Planning
Meeting Date: May 16, 2023

SUBJECT

Public Hearing on LEGISLATIVE CASE CPA-23-01, 0 Heritage Lake Road, a Comprehensive Plan Amendment filed by the Town of Wake Forest to amend 2.64± acres located at 0 Heritage Lake Road, being Wake County Tax PIN 1850066925 from unclassified to Neighborhood Commercial.

Recommendation:

Item Summary:

ATTACHMENTS

- [2023 CPA-23-01 BOC Agenda Summary](#)
- [2023 CPA-23-01 Comprehensive Plan Amendment Staff Report](#)
- [Attachment A - Application](#)
- [Attachment B - Maps](#)
- [Ordinance](#)
- [Exhibit 1 - Map](#)

Agenda Item: Public Hearing on LEGISLATIVE CASE CPA-23-01: 0 Heritage Lake Road Comprehensive Plan Map Amendment; filed by the Town of Wake Forest to Amend 2.64± acres located at 0 Heritage Lake Road, being Wake County Tax PIN 1850066925, from unclassified to Neighborhood Commercial within the Community Plan's Land Use Plan Map.

Summary: A public comment session was held at the April 11, 2023, Planning Board meeting. The Planning Board voted 6-0 to find the request consistent with the Community Plan and recommended approval of the proposed Comprehensive Plan Amendment to the Community Plan's Land Use Plan. This item was presented to the Board of Commissioners on May 2, 2023.

Attachment: See Staff Report



Staff Report

CPA-23-01: Heritage Lake Road Comprehensive Plan Map Amendment

Meeting Date	5/2/2023
Requested Actions	Consideration of amending 2.64± acres located at 0 Heritage Lake Road, being Wake County Tax PIN 1850066925 from unclassified to Neighborhood Commercial within the Community Plan's Land Use Plan Map.
Case Manager	Antione Jordan, Planner I – Long Range Planning
Planning Board Recommendation	Recommended approval by a 6-0 vote.

PUBLIC MEETINGS

Public Comment Session	Public Hearing
April 11, 2023	May 16, 2023

CASE INFORMATION

Applicant	Town of Wake Forest 301 S Brooks Street Wake Forest, NC 27587
Property Owner	Franklin Village LLC PO Box 97487 Raleigh, NC 27624
Location	Southwest corner of Friendship Chapel Rd and Jones Dairy Rd
Addresses	0 Heritage Lake Road, Wake Forest, NC
Wake County Tax PIN(s)	1850066925
Acreage	2.64
Zoning	General Residential 10 (GR10)
Land Use	Existing: Unclassified Proposed: Neighborhood Commercial

Corporate Limits	This application is in the Town's extra-territorial jurisdiction.
<i>See Attachment A for copy of the Application. See pages 36-47 in the 2022 Community Plan for Land Use Plan Designations and associated Land Use Plan Map.</i>	

SURROUNDING LAND USES AND ZONING

	Land Use	Zoning
North	Commercial (Gateway Commons Shopping Center)	Conditional Use Highway Business (CU-HB)
South	Vacant	Open Space (OS), General Residential 10 (GR-10)
East	Residential (Single-Family)	Rural Holding District (RD)
West	Vacant	Open Space (OS)
The proposed land use is generally compatible with surrounding land uses.		
<i>See Attachment B Aerial and Land Use Maps.</i>		

CASE SUMMARY

The Town recently adopted the Community Plan in 2022, including the Land Use Plan found therein. During the development of the Land Use Plan, a parcel was unintentionally left without a future land use designation. The proposed amendment updates the Community Plan's Land Use Plan Map by assigning this parcel a future land use designation.

The subject parcel is situated along a busy thoroughfare and seamlessly connected to the adjacent Gateway Commons commercial district. To better ensure compatibility with surrounding land uses, the proposed future land use designation is Neighborhood Commercial.

STAFF RECOMMENDATION

Staff recommends approval of the proposed Comprehensive Plan Amendment to the Land Use Plan for the following reasons:

- The amendment aligns with the 2022 Community Plan's description of Neighborhood Commercial in providing compact, pedestrian-oriented, mixed-use environments along major roadways with building scales compatible with adjacent residential areas.
- The amendment will provide a transition in development intensity between the nearby residential neighborhood and shopping center, consistent with the 2022 Community Plan's description of Neighborhood Commercial.

- The amendment is consistent with the 2022 Wake Forest Strategic Plan’s Goal 5: Advancing Community & Economic Prosperity. Specifically, Priority 2, Encourage and protect small and entrepreneurial businesses.

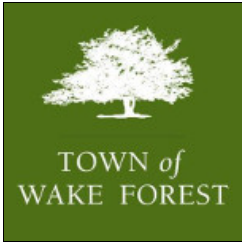
ATTACHMENTS

Attachment A: Application

Attachment B: Land Use, Aerial, and Zoning Maps

EXHIBITS

Exhibit 1: Land Use Map Amendment



Comprehensive Plan Amendment Application

(Comprehensive Plan Amendment Workflow)

Town of Wake Forest, NC

301 S. Brooks St.

Wake Forest, NC 27587-2932

TEL (919) 435-9510 | FAX (919) 435-9539

Project Overview

#932305

Project Title: 0 HERITAGE LAKE RD (1850066925)

Jurisdiction: Town of Wake Forest (Wake County)

Application Type: Comprehensive Plan Amendment

State: NC

Workflow: Comprehensive Plan Amendment

County: Wake

Confirmation Checklist Items Submitted

A submittal checklist is available to view additional documents which are required to submitted with this application. After answering the application questions, you will be asked to upload the required documents.

[VIEW COMPREHENSIVE PLAN AMENDMENT
SUBMITTAL CHECKLIST](#)

Missing items will result in the application being declined and returned to the applicant to resubmit. A revised and complete application including all missing items must be received or the application will be not be deemed complete and routed for review.

Please confirm you have reviewed the associated submitted checklist for this permit and confirm you will submit all documents required on the submittal checklist: Yes

Pre-Application Meeting

Has a pre-application conference been held?: Yes

*Note: This type of project requires a pre-application conference be completed prior to official submittal. If this has not been completed, please return to the home screen and select **Pre-Application Conference** from the application type drop down list in order to schedule your required meeting.*

Pre-Application Conference Date: 12/06/2022

Staff Member Met With: Jennifer Currin

IDT Project Number: CPA-23-01

Project Contact - Applicant/Owner

Please enter all project contacts related to your application.

This is an important step to ensure all members of the applicant team receive email notifications associated with the project which may include comments, requested revisions, scheduled meetings or hearings, and final decisions. This also informs Town staff of the team members assigned role with the project.

Project Contact - Applicant

Kip Padgett

Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587
P:(919)435-9411
kpadgett@wakeforestnc.gov

Amendment Type

Please provide answers to the questions below. Other application materials specified in the submittal checklist must be uploaded as separate documents. You will have the opportunity to upload documents prior to finalizing and submitting this application.

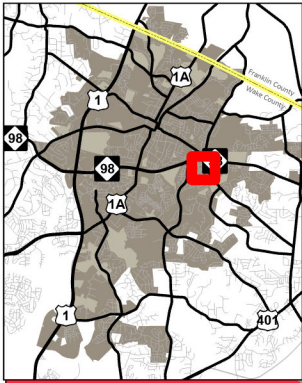
Plan Being Amended: Wake Forest Community Plan

Type of Amendment: Map or Cross-Section

Description of Request:

The Town recently adopted the Community Plan in 2022, including the Land Use Plan found therein. However, during the development of the Land Use Plan, a parcel was unintentionally left without a future land use designation. The proposed amendment updates the Community Plans Land Use Plan by assigning this parcel and future land use designation.

As the subject parcel is situated along a busy thoroughfare and seamlessly connected to the adjacent Gateway Commons commercial district, the proposed future land use designation is Neighborhood Commercial.



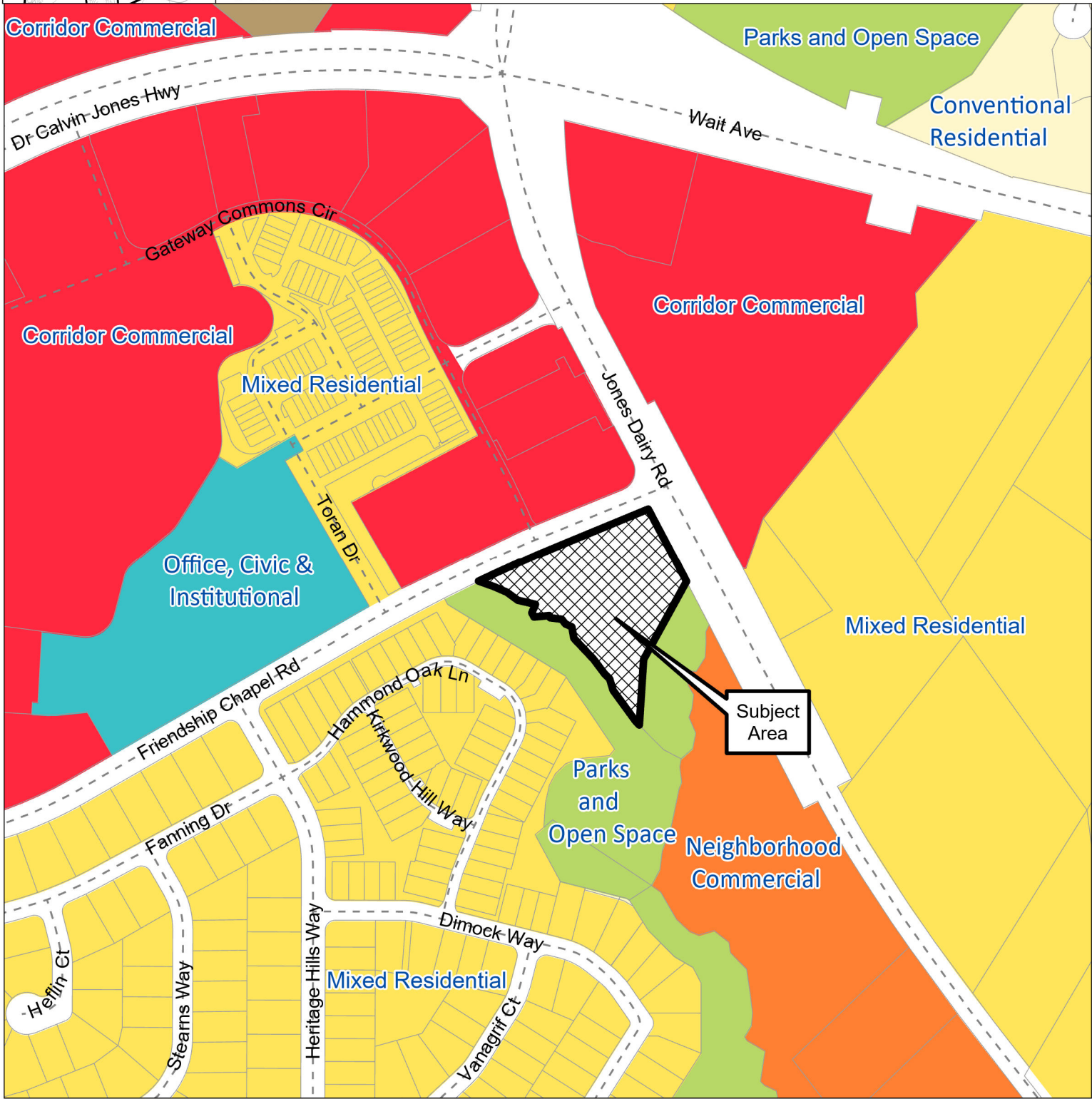
2022 Community Plan: Land Use Plan



TOWN of
WAKE FOREST

0 Heritage Lake Rd Comprehensive Plan Amendment

1/18/2023

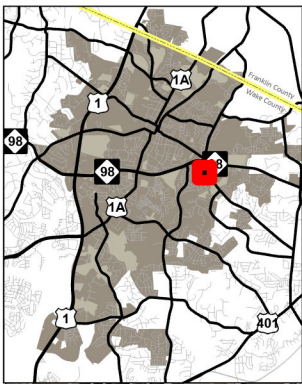


Please note that this map is intended for illustrative purposes only.
For specific inquiries regarding zoning boundaries, contact the
Town Wake Forest Planning Department at 919-435-9510.

0

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Miles



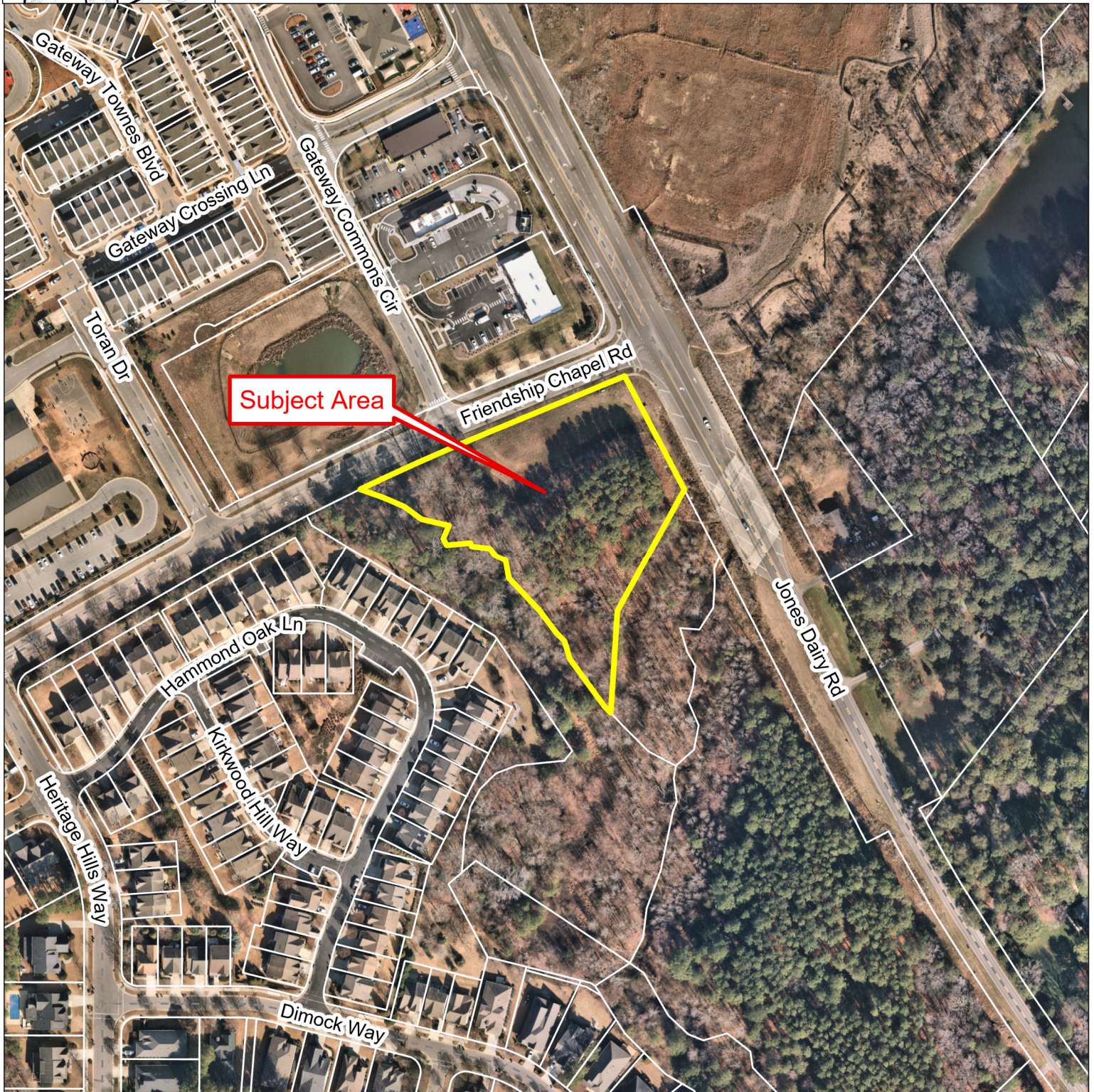


TOWN of
WAKE FOREST

0 Heritage Lake Rd
PIN # 1850066925

AERIAL MAP

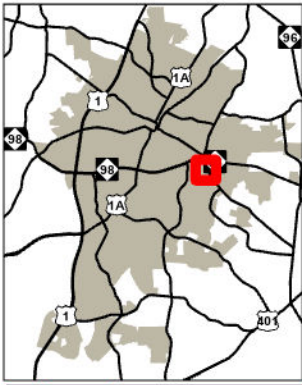
2/17/2023



Please note that this map is intended for illustrative purposes only.
For specific inquiries regarding zoning boundaries, contact the
Town Wake Forest Planning Department at 919-435-9510.

0 125 250 500 Feet



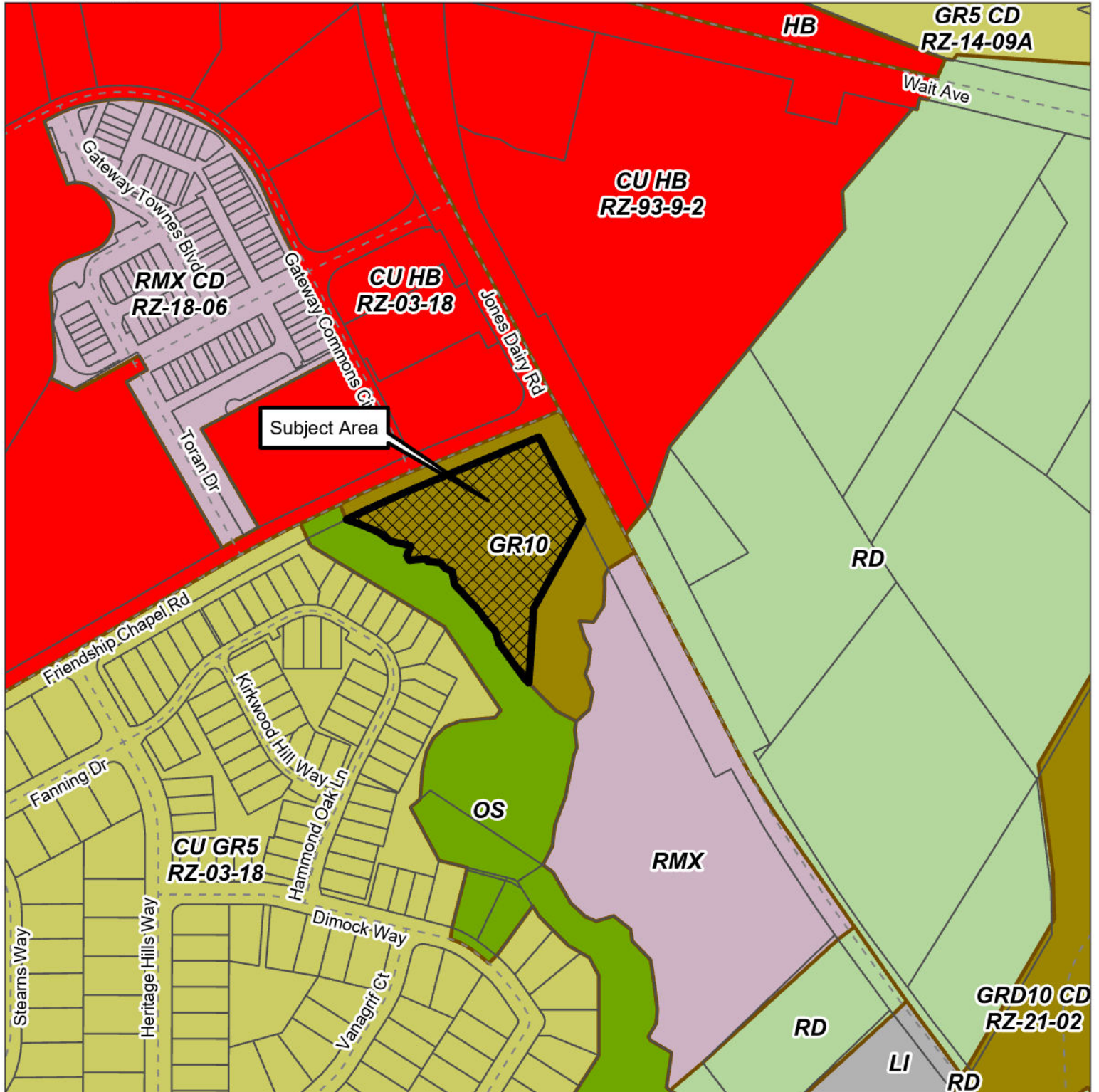


TOWN of
WAKE FOREST

ZONING MAP

3/28/2023

0 Heritage Lake Rd
PIN # 1850066925



Please note that this map is intended for illustrative purposes only.
For specific inquiries regarding zoning boundaries, contact the
Town Wake Forest Planning Department at 919-435-9510.

0 500 1,000 Feet



ORDINANCE 2023-XXX

ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWN OF WAKE FOREST AMENDING THE WAKE FOREST COMMUNITY PLAN'S LAND USE PLAN MAP TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 2.64 ACRES LOCATED AT 0 HERITAGE LAKE ROAD, BEING WAKE COUNTY TAX PIN 1850-06-6925, FROM UNCLASSIFIED TO NEIGHBORHOOD COMMERCIAL

CPA-23-01, 0 HERITAGE LAKE ROAD COMPREHENSIVE PLAN AMENDMENT

WHEREAS, the application submitted by the Town of Wake Forest, for the designation of land hereinafter described was duly filed with the Planning Department; and

WHEREAS, the Planning Board held a public comment session on April 11, 2023 and the Board of Commissioners held a public hearing on May 16, 2023; and

WHEREAS, mailed notices, property sign postings, and a newspaper notice publication were carried out for the public comment session and public hearing pursuant to G.S. §160D-602 and the Unified Development Ordinance; and

WHEREAS, the Planning Board submitted its recommendation to the Board of Commissioners recommending approval of said application, all in accordance with the requirements of the Town of Wake Forest Unified Development Ordinance and the provisions of Chapter 160D, Article 6, of the North Carolina General Statutes; and

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

Section 1: The lands that are subject of the Ordinance are those certain lands described in Exhibit 1 – Map, which is incorporated herein by reference, and said lands are hereafter referred to as the “Designated Lands.”

Section 2: The parcel identified by Wake County Tax Parcel Identification Numbers 1850-06-6925, and described in Exhibit 1, are located within the Town’s Extra-Territorial Jurisdiction.

Section 3: The Town of Wake Forest Comprehensive Plan, including the Town of Wake Forest Community Plan’s Land Use Plan Map, which is part of said Comprehensive Plan, is hereby amended by establishing the designation of the “Designated Lands” to Neighborhood Commercial.

Adopted and effective this the 16th day of May 2023.

Vivian A. Jones

Mayor

ATTEST:

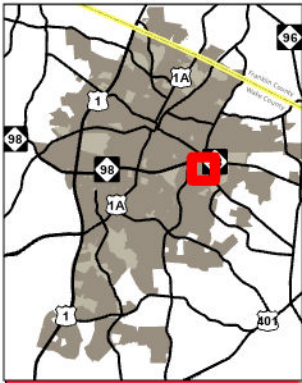
APPROVED AS TO FORM:

Theresa Savary

Town Clerk

Hassan Kingsberry

Town Attorney



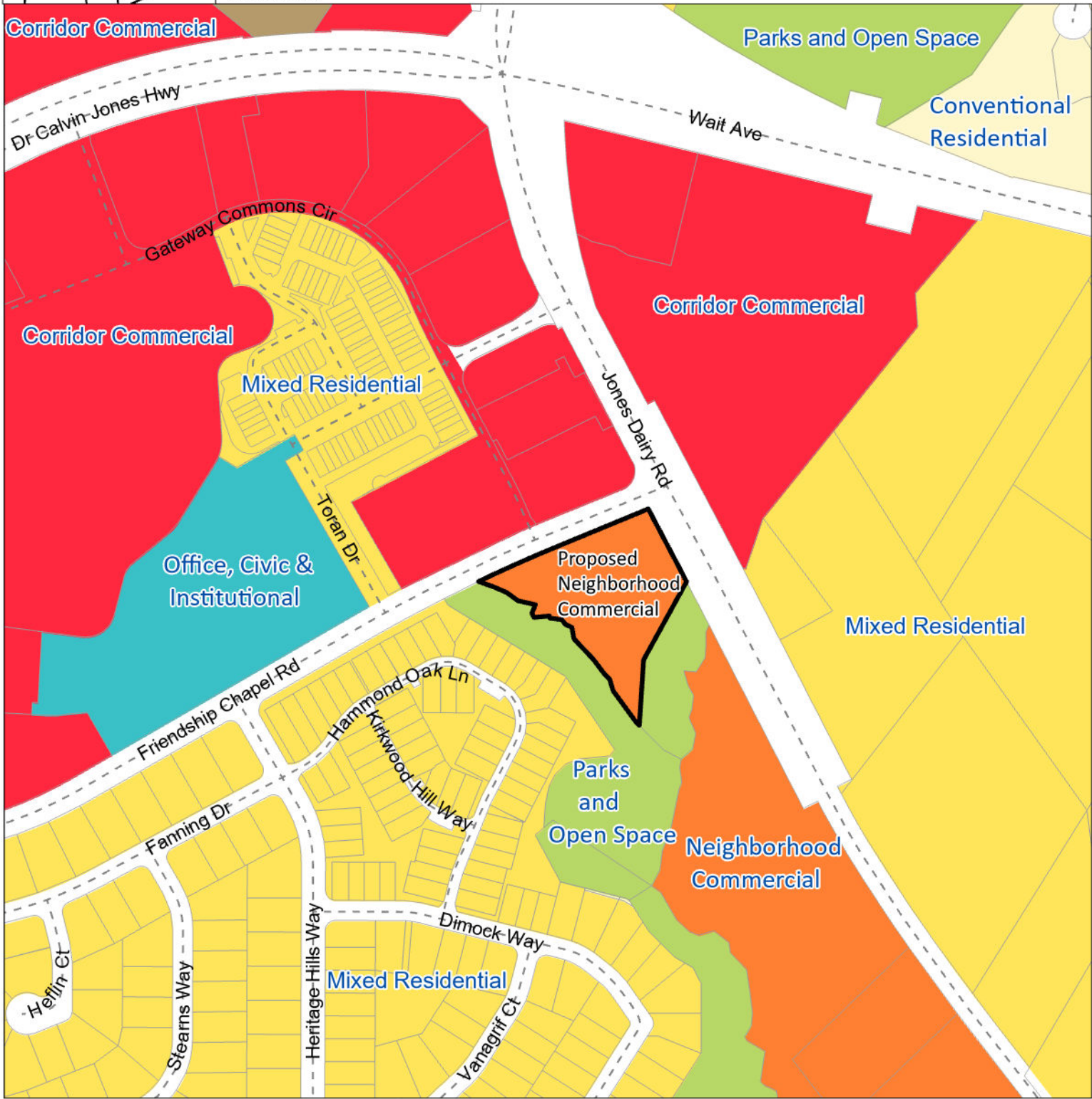
2022 Community Plan: Land Use Plan



TOWN of
WAKE FOREST

0 Heritage Lake Rd Comprehensive Plan Amendment

3/30/2023



Please note that this map is intended for illustrative purposes only.
For specific inquiries regarding zoning boundaries, contact the
Town Wake Forest Planning Department at 919-435-9510.

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Miles





Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-150-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: May 16, 2023

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 5 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.: 2023-109-
Submitted by: Aileen J. Staples
Submitting Department: Finance
Meeting Date: May 16, 2023

SUBJECT

Approval of Budget Amendment # 4 for FY 2022 - 2023

Recommendation:

Approval as submitted

Item Summary:

ATTACHMENTS

- [Budget Ordinance Amendment_summary.pdf](#)
- [Budget Ordinance Amendment #4_FY 2022-2023.pdf](#)

Agenda Item: Budget Ordinance Amendment # 4 – FY 2022-2023

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 # 4

General Fund Budget Amendment Worksheet For the fiscal year ending June 30, 2023

	Dept.	Budget Adopted	Prior Budget Amendments	Current Budget Amendments	Amended Budget
Estimated Revenues:					
General Fund revenues		\$ 62,325,335	1,099,870	205,650	63,630,855
Total Revenues		62,325,335	1,099,870	205,650	63,630,855
Appropriations:					
Governing Body	410	261,765	22,240	2,100	286,105
Legal Services	412	462,300			462,300
Administration	420	1,028,650	10,800	-	1,039,450
Communications	425	1,285,135			1,285,135
Human Resources	430	1,175,890			1,175,890
Downtown Development	435	462,000			462,000
Finance	440	1,749,765		3,000	1,752,765
Information Technology	445	1,554,385	33,115	18,750	1,606,250
Inspections	480	2,084,075			2,084,075
Planning	490	3,527,705	376,288	-	3,903,993
Public Facilities	500	3,130,980	329,033	-	3,460,013
Public Safety: Police	510	14,899,600	326,849	41,000	15,267,449
Public Safety: Fire	520	10,065,700	831,847	-	10,897,547
Public Works:					
PW Administration	530	303,800			303,800
Urban Forestry	535	453,930			453,930
Fleet Maintenance	550	628,345			628,345
Streets	560	3,191,105	123,828		3,314,933
Solid Waste	580	5,684,480			5,684,480
Engineering	540	1,765,700	145,475	97,875	2,009,050
Parks, Recreation & Cultural Resources	620	4,892,925	17,000		4,909,925
Transfers	999	7,212,265			7,212,265
Total Appropriations		65,820,500	2,216,475	162,725	68,199,700
Estimated revenues over total appropriations		\$ (3,495,165)	\$ (1,116,605)	\$ 42,925	\$ (4,568,845)
Other financing sources (uses):					
Sale of assets		175,000	45,000	58,925	278,925
Installment note proceeds		1,023,000			1,023,000
Operating transfers from other funds:					
Special Revenue Fund - DMSD		83,100			83,100
Special Revenue Fund - Police		40,500			40,500
Special Revenue Fund - Futures Fund					-
American Rescue Plan - ARPA Fund		232,795			232,795
Recreation Capital Reserve Fund		38,500			38,500
Proceeds from NCCHIP Reserve		169,500			169,500
Appropriated Fund Balance		1,732,770	1,071,605	(101,850)	2,702,525
Total other financing sources		3,495,165	1,116,605	(42,925)	4,568,845
Estimated revenues and other sources over appropriations and other uses		\$ -	\$ -	\$ -	\$ -

Budget Amendment # 4
Town of Wake Forest
Budget Amendment Request
For the fiscal year ending June 30, 2023
GENERAL FUND

Funds coming from:					
Fund	Dept	Account	Project/Department	Account Description	Amount
100	000	4303	N/A	Penalties and Interest	5,000
100	000	4351	N/A	Building Permits - Residential	55,000
100	000	4352	N/A	Building Permits - All Other	5,500
100	000	4353	N/A	Zoning Requests	2,750
100	000	4356	N/A	Development Permit	10,000
100	000	4357	N/A	Site Plan Review	2,500
100	000	4362	N/A	Reinspection Fees	15,000
100	000	4366	N/A	Fire Prevention Plan Review	1,600
100	000	4460	N/A	Facility Rentals	8,000
100	000	4461.002	N/A	Field Rentals Baseball/Softball	9,700
100	000	4525	N/A	Events Revenue	5,600
100	000	4700	N/A	Sale of capital assets/surplus	58,925
100	000	4600	N/A	Investment Earnings	110,000

Explanation:

Recognize additional revenues received and reduce appropriated fund balance accordingly through April 30, 2023.

[illegible]

Budget Amendment # 4
Town of Wake Forest
Budget Amendment Request
For the fiscal year ending June 30, 2023
Grants and Special Revenue Fund

Funds coming from:						
Fund	Dept	Account	Project	Account Description	Amount	
Grants and Special Revenue Fund (430)						
1	430	435	5730	Downtown Revitalization 2016	Capital Outlay Improvements	144,340
2	430	000	4331	Public Works_CWRAR 2022	NC State Grants	24,000
	430	000	4520	Public Works_CWRAR 2022	Transfer from General Fund	24,450
3	430	490	5495	CLG 2018	Historic Preservation Projects	8,500
4	430	490	5495	CLG 2019	Historic Preservation Projects	12,500
5	430	620	5300	UCF 18 02	Professional Services	25,963
6	430	626	5460	NEA Cares Act 2020	Contract Services	50,000
	430	626	5426	Operation Art	Contract Services	7,500
8	430	626	5405	Shades of Gospel 2019	Marketing	4,000
	430	626	5460	Shades of Gospel 2019	Contract Services	1,000
	430	626	5580	Shades of Gospel 2019	Travel/Training	500
	430	626	5600	Shades of Gospel 2019	Departmental Supplies	3,500
	430	626	5635	Shades of Gospel 2019	Special Events	5,000
	430	626	5650	Shades of Gospel 2019	Recreation Programs	6,000
9	430	626	5100	Shades of Gospel 2018	Salaries & Wages	3,590
	430	626	5120	Shades of Gospel 2018	Temporary Employment	140
	430	626	5405	Shades of Gospel 2018	Marketing	1,485
	430	626	5460	Shades of Gospel 2018	Contract Services	2,300
	430	626	5580	Shades of Gospel 2018	Travel/Training	2,370
	430	626	5635	Shades of Gospel 2018	Special Events	5,250
10	430	626	5650	Shades of Gospel 2018	Recreation Programs	5,100
	430	626	5460	UAC 2019	Contract Services	2,250
11	430	000	4501	UAC 2023	Donations	5,000
12	430	510	5560	BVP 2019	Uniforms	23,010
13	430	510	5740	Fallen K-9	Capital Outlay - Equipment	10,000
	430	000	4332	ICAC 2023	Federal Grants	23,929
15	430	510	5100	Traffic Unit 19	Salaries & Wages	41,700
	430	510	5200	Traffic Unit 19	Group Insurance	9,950
	430	510	5210	Traffic Unit 19	FICA	3,030
	430	510	5230	Traffic Unit 19	NC Retirement	3,440
	430	510	5240	Traffic Unit 19	401K - LEO	2,085
	430	510	5580	Traffic Unit 19	Travel/Training	2,000
16	430	510	5100	Traffic Unit 20	Salaries & Wages	42,960
	430	510	5200	Traffic Unit 20	Group Insurance	8,705
	430	510	5210	Traffic Unit 20	FICA	3,585
	430	510	5230	Traffic Unit 20	NC Retirement	4,305
	430	510	5240	Traffic Unit 20	401K - LEO	2,155
	430	510	5580	Traffic Unit 20	Travel/Training	2,000
17	430	510	5740	Traffic Unit 20	Capital Outlay - Equipment	8,000
	430	000	4332	BVP 2021	Federal Grants	8,035
18	430	000	4710	BVP 2021	Interfund Transfers	8,035
	430	000	4332	BVP 2022	Federal Grants	7,535
	430	000	4710	BVP 2022	Interfund Transfers	7,535

566,732

Funds going to:					
Fund	Dept	Account	Project/Department	Account Description	Amount
Grants and Special Revenue Fund (430)					
430	000	4331	Downtown Revitalization 2016	Capital Outlay Improvements	144,340
430	580	5615	Public Works_CWRAR 2022	Tools/Shop Supplies	39,550
430	580	5550	Public Works_CWRAR 2022	Printing	8,900
430	000	4331	CLG 2018	NC State Grants	5,100
430	000	4720	CLG 2018	Transfer from General Fund	3,400
430	000	4331	CLG 2019	NC State Grants	7,500
430	000	4501	CLG 2019	Donations	2,500
430	000	4720	CLG 2019	Transfer from General Fund	2,500
430	000	4332	UCF 18 02	Federal Grants	12,500
430	000	4720	UCF 18 02	Transfer from General Fund	4,365
430	000	4995	UCF 18 02	In-kind Revenue	9,098
430	000	4332	NEA Cares Act 2020	Federal Grants	50,000
430	000	4501	Operation Art	Donations	7,500
430	000	4501	Shades of Gospel 2019	Donations	10,000
430	000	4710	Shades of Gospel 2019	Interfund Transfers	10,000
430	000	4501	Shades of Gospel 2018	Donations	10,000
430	000	4710	Shades of Gospel 2018	Interfund Transfers	9,385
430	000	4995	Shades of Gospel 2018	In-kind Revenue	850
430	000	4501	UAC 2019	Donations	2,250
430	626	5650	UAC 2023	Recreation Programs	5,000
430	000	4332	BVP 2019	Federal Grants	11,505
430	000	4710	BVP 2019	Interfund Transfers	11,505
430	000	4501	Fallen K-9	Donations	10,000
430	510	5580	ICAC 2023	Travel/Training	4,700
430	510	5600	ICAC 2023	Departmental Supplies	19,229
430	000	4331	Traffic Unit 19	NC State Grants	43,540
430	000	4720	Traffic Unit 19	Transfer from General Fund	18,665
430	000	4331	Traffic Unit 20	NC State Grants	35,855
430	000	4720	Traffic Unit 20	Transfer from General Fund	35,855
430	510	5560	BVP 2021	Uniforms	16,070
430	510	5560	BVP 2022	Uniforms	15,070

566,732

Explanation:

Close out, account for and recognize various grants received by the Town for fiscal year ending June 30, 2023.



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-130-
Submitted by: Aileen J. Staples
Submitting Department: Finance
Meeting Date: May 16, 2023

SUBJECT

Approval of resolution authorizing installment purchase agreement (FY 23 Equipment and Vehicles)

Recommendation:

Approval as submitted

Item Summary:

ATTACHMENTS

- [Equipment and vehicles IPA resolution_summary.pdf](#)
- [Analysis of proposals_vehicles and equip.pdf](#)
- [Town of Wake Forest 2023 IPC- proposal_First Citizens.pdf](#)
- [Vehicles and Equipment RFP_FY 2022-2023.pdf](#)
- [Resolution-First Citizens Bank Installment.doc](#)

Approval of resolution authorizing installment purchase agreement (FY23 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 \$779,715 to fund the purchase of equipment and vehicles included in the General Fund for FY 2022-2023.

The town received four (4) proposals with rates ranging from 4.18% - 5.30%. Staff awarded the bid to First Citizens Bank who submitted a proposal with a rate of **4.18% for three (3) years with no fees**. The attached resolution authorizes staff to proceed with closing the loan and obtaining funds.

Attachments: Analysis of proposals; Proposal from First Citizens Bank; Request for Proposals (RFP); Resolution

Town of Wake Forest
Vehicles and Equipment - \$779,715
Financing Proposals
3-May-23

BANK	TERM	INTEREST RATE	(PER AMTZN SCHED) MAXIMUM INTEREST COST	(PER AMTZN SCHED) ANNUAL PAYMENTS
First Citizens Bank No fees	3	4.180%	\$58,019.03	\$279,244.68 No pre-payment penalty
Pinnacle Bank \$25 wire fee/\$6,500 legal fees - cap	3	4.180%	\$59,045.31	\$279,530.54 No pre-payment penalty
Benchmark Community Bank No fees	3	4.990%	\$69,486.39	\$283,067.14 No pre-payment penalty
Fidelity Bank Cap on bank legal fees - \$5,000	3	5.300%	\$73,894.16	\$284,536.38 No pre-payment penalty



May 2, 2023

To: Aileen Staples, Chief Financial Officer

Re: Proposal for 2023 Installment Purchase Contract, Town of Wake Forest, North Carolina

Following is our offer for the financing requested in the amount of \$779,715 (prepayable in whole at par at any time):

Interest Rate	Final Maturity	Proposed Payment Structure
4.18% BQ	3 years	Semi-annual principal & interest payments

This transaction can be closed using draft documents provided by First-Citizens Bank & Trust Company. There will be no closing costs or ongoing fees due to the Bank. In addition to executed transaction documents in form satisfactory to the Bank, you must provide an opinion of your attorney addressing certain matters, including, but not limited to:

1. The Installment Purchase Contract is valid, legal, binding, and enforceable;
2. The tax-exempt status of the interest component of payments due under the financing. The attorney's opinion must state that the borrowing is designated as a "qualified tax-exempt obligation" under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

The borrowing entity must also designate the obligation as a "qualified tax-exempt obligation" prior to closing. It is recommended that this designation be included or recited in the borrowing ordinance/resolution. You or your advisors will be responsible for preparing and filing any IRS required documents.

The rate contained in this proposal is subject to change unless the loan is closed within 45 days of the date hereof. If you have any questions, please contact Courtney Dunlap at 803-931-1721 or me at 803-931-1723.

Thank you for the opportunity to submit this proposal.

First-Citizens Bank & Trust Company

By: Steve Groth
Director of Government Lending

The foregoing proposal is
accepted and approval of
rate and funding is requested:

Town of Wake Forest, North Carolina

By: _____

Title: _____

Date: _____

Town of Wake Forest 2023 LP

Computation Interval: Semiannual

Nominal Annual Rate: 4.180%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	05/31/2023	779,715.00	1		
2	Payment	11/30/2023	139,622.34	5	Semiannual	11/30/2025
3	Payment	05/31/2026	139,622.33	1		

TValue Amortization Schedule - U.S. Rule, 30E3/360

	Date	Payment	Interest	Principal	Balance
Loan	05/31/2023				779,715.00
1	11/30/2023	139,622.34	16,296.04	123,326.30	656,388.70
2023 Totals		139,622.34	16,296.04	123,326.30	
2	05/31/2024	139,622.34	13,718.52	125,903.82	530,484.88
3	11/30/2024	139,622.34	11,087.13	128,535.21	401,949.67
2024 Totals		279,244.68	24,805.65	254,439.03	
4	05/31/2025	139,622.34	8,400.75	131,221.59	270,728.08
5	11/30/2025	139,622.34	5,658.22	133,964.12	136,763.96
2025 Totals		279,244.68	14,058.97	265,185.71	
6	05/31/2026	139,622.33	2,858.37	136,763.96	0.00
2026 Totals		139,622.33	2,858.37	136,763.96	
Grand Totals		837,734.03	58,019.03	779,715.00	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.180%	\$58,019.03	\$779,715.00	\$837,734.03

Town of Wake Forest

REQUEST FOR PROPOSAL

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

April 20, 2023

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 \$ 779,715. 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:

Finance (Warehouse)	Vehicle (SUV)	\$ 33,935
Planning	Vehicle (SUV)	35,150
Public Facilities	Transit/Service Truck	68,160
Fire	Service Truck	59,345
Fleet Maintenance	Vehicle (SUV)	33,935
Streets	Service Trucks (3)	192,730
Solid Waste	Rear Loader Truck	309,235
Solid Waste	Service Truck	<u>47,225</u>
	Total	\$ 779,715

The current general obligation ratings for the Town are:

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

Town staff expects to award the bid to the financial institution by Friday, May 5, 2023, and the respective resolution will be considered by the Board of Commissioners at their meeting on Tuesday, May 16, 2023. The Town anticipates closing this transaction on or prior to Wednesday, May 31, 2023.

CONTRACT SPECIFICATIONS

1. The desired amount of the financing is not to exceed \$ 779,715.
2. The desired term of the financing is for a **three (3) 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, Tuesday, May 2, 2023 (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

Chief Financial Officer

RESOLUTION 2023-xx

RESOLUTION AUTHORIZING CHIEF FINANCIAL OFFICER TO EXECUTE AN INSTALLMENT PURCHASE CONTRACT WITH FIRST CITIZENS BANK

WHEREAS, the Town of Wake Forest (the “Town”) has planned in the FY 2022-2023 Budget to purchase vehicles and equipment (“collateral”) with the total amount financed not to exceed \$779,715.

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 \$779,715.

WHEREAS First-Citizens Bank & Trust Company offers the lowest fixed interest rate of 4.18% for a 3-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 Chief Financial Officer to enter into a contract with First-Citizens Bank & Trust Company on behalf of the Town of Wake Forest to execute the financing documents with the total amount not to exceed \$779,715.

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 First-Citizens Bank & Trust Company, 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) does not expect 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 May 2023.

Vivian A. Jones
Mayor

(ATTEST)

Theresa Savary
Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-133-

Submitted by: Kip Padgett

Submitting Department: Administration

Meeting Date: May 16, 2023

SUBJECT

Approval of a Resolution to Ratify the Amended Charter of Central Pines Regional Council (f.k.a. TJCOG)

Recommendation:

Approval

Item Summary:

ATTACHMENTS

- [CPRC Charter Summary.pdf](#)
- [Resolution2023-XXCPRG Approval_May202316.doc](#)
- [TJCOG Charter -Redline Version.pdf](#)

CENTRAL PINES

REGIONAL COUNCIL

Triangle J Council of Governments (TJCOG) is in the process of changing its legal name to Central Pines Regional Council, an action that was unanimously adopted by our Board of Delegates. This change will formally occur after 2/3 of TJCOG's local government members adopt the charter amendment reflecting the name change.

REBRANDING TIMELINE

CENTRAL PINES

REGIONAL COUNCIL



WHY CENTRAL PINES?

- To distinguish ourselves as an organization within the region
- To be more representative of all communities we serve, in the Triangle and beyond
- To represent the pine tree as the North Carolina state tree
- To nod to the pine tree's rich history in our state through the production of tar, pitch, rosin, & turpentine, and as the main source of lumber for construction
- To reflect our organization's ability to change, grow, and evolve. Pine trees are easily adaptable to any soil conditions, from Moore County's sandy soil to Raleigh's red clay dirt.

MOVING FORWARD

The change will take effect on July 1, 2023 or once 2/3 of members adopt the charter.

RESOLUTION 2023-XX

A RESOLUTION RATIFYING, ACCEPTING AND APPROVING THE AMENDED CHARTER RESOLUTION OF CENTRAL PINES REGIONAL COUNCIL (FORMERLY TRIANGLE J COUNCIL OF GOVERNMENTS)

WHEREAS, the Councils of Governments system was created by the State of North Carolina in 1970 by Governor Bob Scott designating seventeen Regional Councils to serve across the state and Triangle J Council of Governments (TJCOG), formerly the Research Triangle Regional Planning Commission, as the regional entity serving Chatham, Durham, Johnston, Lee, Moore, Orange, and Wake counties, and the municipalities within those counties,

WHEREAS, the TJCOG Board of Delegates approved an organization rebrand process in its Fiscal Year 2022-2023 budget to identify and implement a new name, logo, and brand for the organization, and rebranding consultant Carrboro Creative was selected to conduct the process in the Fall of 2022; and

WHEREAS, the proposed rebrand, including a name change from Triangle J Council of Governments to Central Pines Regional Council was presented to the TJCOG Officers, TJCOG Executive Committee, and TJCOG Board of Delegates in December, February, and March of 2023 for consideration; and

WHEREAS, the TJCOG Executive Committee and TJCOG Board of Delegates unanimously approved the name Central Pines Regional Council and approved a proposed amended charter to reflect this change; and

WHEREAS, the charter is TJCOG's governing document and must be endorsed by all member governments when they join the organization and by a minimum of 2/3 when amendments to the document are made.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Wake Forest does hereby ratify, accept, and approve the amended Charter Resolution reflecting the organization's new name of Central Pines Regional Council. Further, the governing body authorizes that the new name will be effective July 1, 2023, or once 2/3 of the member governments approve the Charter amendment, if it is after July 1, 2023.

Duly adopted this 16th Day of May 2023.

Vivian A. Jones
Mayor

(ATTEST)

Theresa Savary
Town Clerk

Triangle J Council of GovernmentsCentral Pines

Regional Council

Charter Resolution

WHEREAS, together with the other county and municipal governmental units adopting concurrent Resolutions identical hereto, recognize that there is a need for such governmental units to consult among themselves and to act in concert with reference to regional matters affecting health, safety, welfare, education, recreation, economic conditions, regional planning or planning development; and

WHEREAS, Central Pines Regional Council is the primary regional organization for its member units of local government and, where feasible, every effort should be made for member units to direct related programs to Central Pines Regional Council rather than to other agencies; now, therefore, be it

RESOLVED, that pursuant to the General Statutes of North Carolina, Chapter 160A, Article 20, Part 2, the following Resolution is adopted for the establishment of a regional council of governments.

ARTICLE I

Short Title - Binding Effect. This Resolution is the "Charter" of this Regional Council; and said Charter, together with all amendments thereto, is binding upon and shall ensure the benefit of all governmental units adopting it.

ARTICLE II

Name. The name of the regional council of governments hereby established is the ~~Triangle J Council of Governments~~ Central Pines Regional Council.

ARTICLE III

Purpose. The purposes of the Council are:

- 1) To serve as a forum for discussion of governmental problems of mutual interest and concern;
- 2) To develop and formalize policy recommendations concerning specific matters having an areawide significance which may include but are not limited to the following:
 - a) human resource development and human relations.
 - b) housing, public and private.
 - c) health care and hospital services.
 - d) recreation.
 - e) sanitation and refuse disposal.
 - f) communications.
 - g) transportation.
 - h) water, sanitary sewer, electric power and other utility services.
 - i) air, water and other environmental development.
 - j) commercial and industrial development.
 - k) law enforcement.
 - l) welfare.
 - m) fire protection and prevention.
 - n) regional land use planning.
 - o) workforce development and training, and
 - p) conservation and development of natural resources.
 - q) Emergency management. and
 - p)r) community and economic development.
- 3) To promote inter-governmental cooperation;
- 4) To provide organizational machinery to insure effective communication and coordination among the participating governmental units and other governmental units.
- 5) To serve as a vehicle for the collection and distribution of information concerning matters of areawide interest;
- 6) To review, upon request of any governmental unit within the ~~Triangle~~ Central Pines Region, applications of that unit for any grant in aid, federal, state or private; and
- 7) To provide services to local governments and residents in the area known as the ~~Triangle~~ Central Pines Region where appropriate and authorized.

The Council shall strive to promote harmony and cooperation among its members. It shall seek to deal with regional problems in a manner that is mutually satisfactory and shall respect the autonomy of all local governments within the ~~Triangle~~ Central Pines Region.

ARTICLE IV

Membership

- ~~1)~~ The initial membership of the ~~Council of Governments~~ Regional Council shall consist of the general purpose governmental units of and in the counties of Chatham, Durham, Johnston, Lee, Orange, and Wake, known as the ~~Triangle~~ Central Pines ~~(formerly Triangle)~~ Region, which adopted a resolution pursuant to N.C.G.S. 160A-470 on or before June 30, 1972.
- ~~1)2)~~ Membership was extended to the general purpose governmental units of and in Moore county in 2001.
- ~~2)3)~~ Any municipality or county in the ~~Triangle~~ Central Pines Region that is not an initial member of the Council may join this Council by ratifying or adopting this Charter and upon a majority vote of approval by the Board of Delegates. Notice of such application for admission shall be given to existing members of the Council at least ten (10) days prior to the date of the meeting at which the vote is to be taken.
- ~~3)4)~~ All rights and privileges of membership in the Council shall be exercised on behalf of the member governments by their delegates to the Council.
- ~~4)5)~~ Any special purpose governmental agency in the ~~Triangle~~ Central Pines region involved in matters affecting the health, safety, natural resources, welfare or education of the citizens of North Carolina, such as school boards, sanitary districts, and soil and water conservation districts, is eligible to apply for an affiliate membership in the Council. The application may be approved and an affiliate membership granted to such special purpose governmental unit upon the affirmative vote of the Board of Delegates. The affiliate member shall pay no assessment, but the Council may charge each affiliate member a reasonable sum to cover its proportionate share of the direct costs of providing services to the affiliate members, provided such payments are authorized by law. The affiliate member shall have no vote in the Council, but its designated representative may serve on any technical or advisory committee and may otherwise participate in the deliberations of the Council.

ARTICLE V

Withdrawal. Any member may withdraw from the Council at the end of any fiscal year, provided written notice of intent to withdraw is given to each of the other members at least sixty (60) days prior to the end of the fiscal year.

ARTICLE VI

Governing Board.

- 1) The governing board of the Central Pines Regional Council of Governments shall be known as the Board of Delegates, which shall be constituted as described below.
- 2) The Board of Delegates shall consist of one delegate from each member governmental unit. Each governmental unit may designate any number of alternate delegates. All delegates and alternates shall be elected members of the governing bodies of the member governmental units they represent. The delegates and alternates, as well as their successors, shall be selected by the member governing bodies in any manner consistent with law and the regulations governing such body, and their names shall be certified to the Council in the manner described by the Bylaws of the Council.
- 3) The term of office of each delegate shall commence upon the date of his/her appointment and certification to the Council by the governing body of the member governmental unit he or she represents; and such terms shall expire when the appointing body has appointed his or her successor and certified such successor to the Council, unless he or she shall sooner resign, or cease to be an elected member of said governing body, in which case his or her term shall expire on the effective date of such event. Each member shall certify to the Council the name of its delegate and any alternate(s) prior to the first Board of Delegates meeting of the calendar year. Only an individual who has been duly appointed and certified to the Council as a delegate or alternate may serve as a voting member of the Board of Delegates.
- 4) The delegates shall be ~~compensated~~ reimbursed, upon submittal of proper receipts, for direct expenses incurred in connection with discharging their duties as delegates to the ~~Triangle J Council of Governments~~ Central Pines Regional Council.
- 5) It is the intent of this Charter that all delegates to the Council shall have demonstrated an interest in the sound development of ~~Region J~~ the Central Pines Region.

ARTICLE VII

Meeting. Regular meetings of the Board of Delegates shall be held, as provided in the Bylaws to receive reports from its standing committees and to conduct necessary business. The Chair may cancel the regular meeting if he or she determines that there is no need for the meeting. Special meetings of the Board of Delegates may be called by the Chair, or by any three members thereof. All meetings shall be open to the public.

At least 48 hours written notice of any meeting shall be given to all delegates of the Board of Delegates. It shall state the time, place, and purpose of the meeting, and may be sent by electronic means. At least twenty-four (24) hours written notice (including electronic notice) shall be given of any committee meeting to all committee members. Any member may waive notice of this requirement for himself/herself.

ARTICLE VIII

Quorum and Voting Requirements.

- 1) Except as provided in Paragraph 4 of this Article, each member governmental unit shall be entitled to one vote on all matters coming before the Board of Delegates or before any committee to which such member unit is duly appointed. All votes shall be cast by the delegate, or in his or her absence, by an alternate delegate of the member government.
- 2) The quorum shall be established in the Bylaws. The affirmative vote of a simple majority of members present at any meeting at which a quorum is present shall be required for any action or recommendation of the Board or any Committee, unless this Charter or the Bylaws of the Council require a larger affirmative vote on particular matters.
- 3) Voting shall be by voice, by show of hands, or, upon the request of any three delegates, by a poll of the delegates.
- 4) At the request of any delegate present, any questions shall be determined by weighted voting. Weighted voting shall mean that each participating member local government shall have one vote for each 5,000 units of population, as determined by the most recent decennial census, and for any remaining fraction of 5,000 units within the geographical boundaries of the participating government, except that any participating government whose jurisdiction has a population of less than 5,000 shall have one vote. In the case of any weighted voting question delegates representing local governments with at least two thirds of the aggregate votes of member local

governments shall be present and participating. An affirmative vote of at least two thirds of the votes cast shall be required to decide any weighted voting question.

5) Proxy voting is not allowed.

6) The provisions in this Article VIII apply to all committees and boards of the Council except to the extent such committee or board has adopted different measures.

ARTICLE IX

Board of Delegates

- 1) At the first regular meeting of the Board of Delegates, and annually thereafter as provided by the Bylaws, the Board of Delegates shall elect a Chair, a First Vice Chair, a Second Vice Chair and a Secretary-Treasurer to serve as officers for one year or until their successors have been duly elected. The Board of Delegates may also elect such additional officers as the Board of Delegates finds to be necessary in the proper performance of its duties.
- 2) The Chair shall preside at all meetings of the Board of Delegates and shall conduct said meeting in an orderly and impartial manner so as to permit a free and full discussion by the membership of such matters as may be brought to the Board of Delegates. The Chair shall have the same voting rights as other members.
- 3) The Chair may appoint such advisory committees as he or she finds necessary or desirable.
- 4) The First Vice Chair shall perform all of the duties of the Chair in the absence of the Chair, or in the event of the inability of the Chair to act, and shall perform such other duties as the Board of Delegates may delegate to him or her. The Second Vice Chair shall perform all of the duties of the First Vice Chair in the absence of the First Vice Chair or in the event of the inability of the First Vice Chair to act.
- 5) All other officers elected by the Board of Delegates shall perform such duties as may be prescribed by the Board of Delegates.

ARTICLE X

Finance Matters:

- 1) On or before the 15th day of ~~April~~ May each year, the Council shall prepare and submit to each participating governmental unit its proposed general budget for the next fiscal year. The Council shall notify member governments of anticipated member assessment on or before the 15th day of April each year.
- 2) The general budget shall set out the proportionate share of the budget to be borne by each member governmental unit by a method established in the By-laws and reviewed periodically by the Board of Delegates.
- 3) A special budget providing for cooperative arrangements or coordinated action for two or more members may be adopted at the request of members participating in special functions. The share of the special budget to be borne by each participating member shall be determined by the participating members.
- 4) Upon approval of its share of each budget by a member local government, such member shall appropriate its share of the budget, and after adoption of its own budget, shall forward to the budget officer its share of the budget.
- 5) All local appropriations to the Council shall be made in accordance with the Local Government Budget and Fiscal Control Act, as may be appropriate.
- 6) The finance officer shall have authority to collect, deposit, and disburse funds made available to the Council from any source whatsoever, and also perform other duties as prescribed by G.S. 159-25. Finance officers shall be bonded as required by G.S. 159.29. All monies received for the Council shall be deposited into an official depository of the Council for the exclusive use of the Council, and shall be paid out only by check signed by the finance officer and countersigned by the Executive Director or another official designated by the Council. Funds shall be disbursed only when they are within the amount of appropriations made according to the budget of the Council.
- 7) The Board of Delegates may designate a Council employee or, with the agreement of the governing body involved, designate one of the city or county accountants as the finance officer to perform the duties as described in the Local Government Budget and Fiscal Control Act insofar as post-budget approval of expenditures is concerned.
- 8) It shall be the duty of the Board of Delegates to require that all financial records and accounts of the Council be audited annually by a certified public accountant or by an accountant certified by the Local Government Commission as qualified to audit local governmental accounts. A copy of the annual audit shall be forwarded to each member county and municipality and to the secretary of the Local Government Commission.

ARTICLE XI

Committee Structure.

- 1) The Board of Delegates may establish an Executive Committee, other committees of the Board itself, and technical and advisory committees.
- 2) Executive Committee. The Executive Committee shall consist of two delegates from each county in the Region. The officers of the Council and the immediate past Chair shall automatically be members, and will thereby occupy that number of the two seats allotted to their county. Each county government will occupy one seat on the committee. The other seat from each county will be occupied by a municipal delegate from that county. The municipal delegate will be chosen by a vote of all the municipal delegates from that county unless that seat is automatically assigned as provided above. If there are more eligible delegates than available seats for those delegates to serve on the Executive Committee due to the automatic assignments provided above, then the number of Executive Committee members shall be temporarily increased to allow all eligible delegates to serve on the Executive Committee. ⁂
- 3) Technical and Advisory Committees. The Chair may appoint technical or advisory committees with broadly representative membership for any of the planning studies and work elements in the Program of Work. These Committees should work directly with the Council staff and its consultants and make periodic reports to the Council. In addition to reviewing periodic progress reports, these advisory committees should directly participate in the planning process.

ARTICLE XII

Annual Report. The Council shall prepare and submit an annual written report of its activities, including a financial statement, to the participating governmental units.

ARTICLE XIII

Powers, Duties and Functions of the Council. Within the limits of funds and personnel available, the Council:

- 1) Shall have and may exercise, in accordance with its Charter and Bylaws, all of the powers which the General Assembly of North Carolina has authorized, and may

hereafter from time to time authorize, this Charter to confer upon the Council, including, but not limited to, all of the specific powers enumerated in Section 160A-475 (any amendments thereto) of the General Statutes of North Carolina, which powers are incorporated herein by reference.

2) Shall have, and may exercise, in addition to and not in limitation of the foregoing, the following powers:

- (a) To create such committees as it deems necessary to exercise the powers granted to the Council herein in dealing with problems or problem areas that do not involve all the members of the Council. At least one delegate from each member governmental unit affected by the problem or problem area to be dealt with by the committee is entitled to be a member of that committee. Any two or more member governmental units shall have the right to have a Council committee formed to exercise the powers of the Council with reference to any problem which affects the petitioning governmental units, unless the Council shall reasonably determine that the problem or problem area in question should be assigned to an existing committee, in which case the petitioning member shall be entitled to be represented on said committee. The subject matter over which any committee has jurisdiction to exercise the powers of the Council shall be specifically defined, but may be enlarged or restricted by the Council from time to time. Unless the right of a member of representation on any particular committee granted herein above is asserted, the Chair of the Council shall designate the membership of all committees.
- (b) To accept, receive and disburse in furtherance of the duties, purposes, powers, and functions specified in the Charter all member assessments, funds, grants, and services made available by the State of North Carolina, any other municipality or county or other governmental or quasi-governmental unit or agency, (whether or not a member of such Council) and private and civic sources. The Council may provide matching funds, grants or services, received from any source, to or from any governmental or quasi-governmental agencies established by the Council or any two or more member governmental units in furtherance of the duties, purposes, powers, and functions herein contained. None of the powers contained in this subparagraph may be exercised by any committee except with respect to funds budgeted or appropriated for their use by the Council.
- (c) To meet with, consult with, and act in concert with any county or municipality, any agency of the State or Federal government, any civic organization, or any private organization in the furtherance of the purposes and objects within its jurisdiction.

- (d) To participate, as a unit of local government, in any undertaking with any other unit of local government, whether or not a member of the Council, for the joint exercise of governmental powers in accordance with the provisions of Chapter 160A, Article 20, Part 1 of the General Statutes of North Carolina (and any amendments thereto).
- (e) To contract with any person, firm or corporation for goods and/or services when same have been authorized by budget appropriations or by special resolution of the Council appropriating available funds.
- (f) To adopt Bylaws containing such rules and regulations for the conduct of its business as it may deem necessary for the proper discharge of its duties and the performance of its functions, not inconsistent with the Charter of the laws of North Carolina.
- (g) To create agencies of the Council to act for and on behalf of the Council in the planning and development of particular programs which affect the health, safety, welfare, housing, education, economic conditions or regional development of two or more member governmental units. Such agencies shall have such membership, staff, powers, duties and responsibilities as may be specified in the Council Resolutions establishing such agencies, consistent with powers herein granted to the Council. Provided, however, such agency shall at all times be acting for and on behalf of, and shall be responsible to the Council. The Council may appropriate funds for the use of agency programs which it has received from any source, including member assessments, provided such appropriation is made in accordance with the Charter.
- (h) To contract with and provide services to local governmental units within ~~Region~~ the Central Pines Region.
- (i) To serve as an informational clearinghouse and, as a reviewing agency with respect to Federal, State and local services or resources available to assist in the solution of problems.
- (j) To request and receive contributions of research assistance from its own agencies, private research organizations, civil foundations, institutions of higher learning, and other organizations.
- (k) To purchase, lease, rent or otherwise acquire real and personal property to the extent necessary to discharge the other powers, duties and functions set forth herein and to the extent such purchases are authorized by general or special

budgets and are within the limits of funds appropriated for or provided to the Council by the participating governmental units and others for such purposes.

- (l) To act as the official reviewing agency of the participating governmental units for all programs, Federal, State, or private, requiring regional review.

It is the desire of the membership of this Council to avoid duplication of governmental functions, particularly in the planning and development of future programs in areas of governmental responsibility, and to that end this Council is created, should function, and these powers are given.

ARTICLE XIV

Amendments. Amendments to this Charter shall become effective when adopted by resolution of two-thirds (2/3rds) of the participating governmental units in the ~~Council of Governments~~ Regional Council.

ARTICLE XV

Dissolution. The Council may be dissolved at the end of any fiscal year only (1) upon the adoption of a dissolution resolution by the governing bodies of all member governmental units, or (2) the withdrawal from the Council of all but one (1) of the member governmental units. If such dissolution is affected by resolution of all member governments, such resolutions shall specify the method of liquidating the Council's assets and liabilities. If such dissolution is occasioned by withdrawal of all but one member, the remaining governmental unit shall have the power to liquidate all assets and liabilities and it shall then distribute the net proceeds, if any, to those members who paid the latest annual assessment and in the same proportion. Any deficit shall be the responsibility of those member governments who would have received the net proceeds, and in the same proportions.

Amended: July 1, 1975
February 18, 1976
April 28, 1982
February 14, 1985
March 27, 1996
April 25, 2018
Date, 2023



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-141-

Submitted by: Ruben Wall

Submitting Department: Parks & Recreation

Meeting Date: May 16, 2023

SUBJECT

Approval of the Amendment of Ordinance Sec. 20-2. (a) - Public consumption, possession, etc., of alcohol.

Recommendation:

Approve as Presented

Item Summary:

ATTACHMENTS

- [Summary Sheet - Ordinance Amendment Alcohol Sales at Flaherty Park Field #2.pdf](#)
- [Ordinance 2023-XX Consumption Of Alcohol Flaherty Park May 2023.pdf](#)
- [FUNGO Alcohol Conditions Operational Plan 2023 Final.pdf](#)

Amendment of Ordinance Sec. 20-2. (a) - Public consumption, possession, etc., of alcohol.

Summary

Agenda Item: Consideration of Approval for the Amendment of Ordinance Sec. 20-2. (a) - Public consumption, possession, etc., of alcohol.

Summary: In September 2022, the Wake Forest Board of Commissioners approved a partnership with Wake Forest FUNGO, a college summer baseball league featuring college players. FUNGO would like to sale and distribute alcohol at Flaherty Park Field #2 located at (1226 N. White Street, Wake Forest, NC, 27587) during home games. The amendment of this ordinance would allow this to occur during the summer league season.

Attachment: Proposed Amended Ordinance and the Conditions of Sales and Distribution Operational Plan

ORDINANCE NO. 2023-XX

ORDINANCE AMENDING CHAPTER 20. ARTICLE I IN GENERAL SEC. 20-2. – PUBLIC CONSUMPTION, POSSESSION, ETC. OF ALCOHOL, TO ALLOW THE SALE AND CONSUMPTION OF ALCOHOL AT FLAHERTY PARK.

WHEREAS, the Town of Wake Forest has entered into a partnership with FUNGO to have a baseball team; and

WHEREAS, the Town of Wake Forest proposes to allow the sale and consumption of alcohol at baseball games; and

WHEREAS, the Town of Wake Forest believes that allowing the sale and consumption of alcohol at baseball games would promote public enjoyment and act as a valuable tool to increase economic activity and add to the vibrancy of Town activities.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF WAKE FOREST, TO AMEND THE CODE OF ORDINANCES AS FOLLOWS:

Section 20-2. (a) of the Town of Wake Forest Code will be amended to read:

Except as provided in subsections (b),(c),(d), or (f) of this section, no person shall consume malt beverages, unfortified wine, fortified wine, spirituous beverages or mixed beverages ("alcoholic beverages") on property owned or occupied by the town, including, but not limited to, public streets, boulevards, alleys, rights-of-way, sidewalks and parks.

A new section 20-2. (f), titled CONSUMPTION OF ALCOHOL AT FLAHERTY PARK shall be created within the Town of Wake Forest Code to read:

Sec. 20.2. (f) – Consumption of Alcohol at Flaherty Park

Consumption of malt beverages and unfortified wine shall be permitted at Flaherty Park during baseball games and/or scheduled events managed by FUNGO Baseball at the rented facility and upon proper permit or exception under G.S. 18B provided that consumers abide by the alcohol policy filed with the town clerk and the alcohol beverage laws of the state. No fortified wine or liquor is permitted at any time. Alcohol sales and consumption under this subsection shall be allowed only through sale of a vendor approved by the chief of police and at times and locations authorized in advance in writing by the chief

of police. The vendor shall compensate the police officers at the current rate established and defined under the off-duty rules of the police department. Alcohol consumption on the premises listed in this subparagraph shall only be from products sold by approved vendors. Consumption of personal alcohol brought onto town property is strictly prohibited. Any person who violates this subsection, and any person who aids, abets, encourages, assists in, or contributes to such violation, shall be guilty of a Class 3 misdemeanor. The Town Manager upon recommendation of the Chief of Police may reinstate the Town of Wake Forest's alcoholic beverage ordinance to disallow the sale of alcohol for public consumption at Flaherty Park, in the occurrence of any violation, which threatens the safety, public health or welfare of the community. The Town Manager may also reinstate the Town of Wake Forest's alcoholic beverage ordinance to disallow the sale of alcohol for public consumption for any other reason the Town Manager deems is in the best interest of the Town. Such action by the Town Manager shall remain in effect until ratified by the Board of Commissioners at its next scheduled voting meeting.

This ordinance shall be effective on May 16th, 2023.

Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary
Town Clerk

Hassan Kingsberry
Town Attorney

Conditions of FUNGO Baseball Alcohol Sales and Distribution Operational Plan for
Ordinance Addendum

April 2023

Objective:

Operational plan for the sale and distribution of alcohol at Flaherty Park (1226 N. White Street, Wake Forest, NC, 27587) field #2 during home games of the Wake Forest FUNGO, the town's collegiate summer baseball team. (***)Note: asterisk subparagraphs state 2023 plans to mitigate temporary plans through site build out)

Resources Required:

In order to execute this operational plan, the required procurements are as follows:

- a. Town approved schedule of home events
- b. Licensed alcohol vendors
- c. Plan approval by Wake Forest Chief of Police
- d. Off Duty police staffing
- e. Approved location and boundaries of consumption area

Execution of Plan

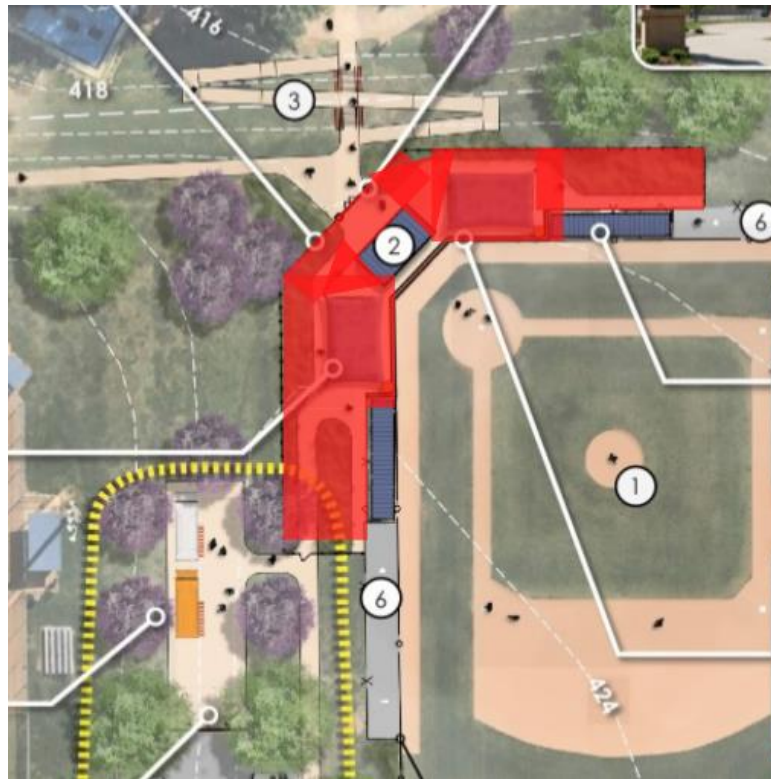
The following subsections will describe the execution of the operational plan to sell and consume alcoholic beverages at Wake Forest FUNGO home events at Flaherty Park

***2023- all operational plans will apply to the 2023 summer season (June 1 - August 15, 2023) year unless otherwise noted

A. Definition of area and boundaries of consumption area.

- a. The consumption area is defined as the public game observation areas of ticketed fans/customers. This area will be enclosed by fencing (temporary or permanent). The fencing perimeter encloses the team dugouts, stands, press box, and common areas between these structures. The perimeter has one entry/exit point behind the press box at the ticketing location. *See photo A.1 Flaherty Park Consumption Area
- b. ***2023- Consumption area will be defined with crowd control fencing and will enclose mezzanine area beginning from stands side of home dugout, around the perimeter of the mezzanine, to visitor stands side of dugout.

Photo A.1: Flaherty Park Consumption Area



B. Regulation and method of distribution

- a. The prohibitions and restrictions defined in Sec. 20-2 (Public consumption, possession, etc., of alcohol) of the Town of Wake Forest Code of Ordinances, shall not apply during the specific time and dates set out above.
- b. All beer sales must conform to current state and local laws and comply with all applicable codes including **Town Ordinance Chapter 20. section 20-2. (f), titled CONSUMPTION OF ALCOHOL AT FLAHERTY PARK**
- c. All beer must be distributed in clear plastic containers, no greater than 20 fluid ounces in size. Actual beer sold and distributed in cups will not exceed 16 fluid ounces.
- d. It shall be unlawful for any person to drink or attempt to drink any alcoholic beverage from a can, bottle, or glass or to possess in an

open can, bottle, or glass any alcoholic beverage outside of the designated area at Flaherty Park Field #2. Alcoholic beverages should not be consumed on sidewalks, rights-of-way, and parking lots, whether public or private.

- e. Each vendor allowed to sell alcoholic beverages must provide a Certificate of Insurance showing “liquor liability” coverage in an amount no less than \$3,000,000. For businesses that do not typically sell alcohol, a commercial general liability policy with host liquor coverage will suffice. Certificates of Insurance must list the Town of Wake Forest as an additional insured for the FUNGO baseball season. Policies should be endorsed to support the additional insured language. Certificates and a copy of the additional insured endorsement (CG 20 10 or equivalent) must be provided to the Town of Wake Forest's Safety and Risk Manager no less than 10 days prior to the event.
- f. The Town Manager upon recommendation of the Chief of Police may reinstate the Town of Wake Forest's alcoholic beverage ordinance to disallow the sale of alcohol for public consumption, in the occurrence of any violation, which threatens the safety, public health or welfare of the community. The Town Manager may also reinstate the Town of Wake Forest's alcoholic beverage ordinance to disallow the sale of alcohol for public consumption for any other reason the Town Manager deems is in the best interest of the Town. Such action by the Town Manager shall remain in effect until ratified by the Board of Commissioners at its next scheduled voting meeting.
- g. Alcohol may be sold at one location within the park consumption area. This location will be separate from general concessions.
 - i. ***2023 alcohol will be sold by a self-contained vendor separate from the concessions building.
- h. Alcohol may only be sold by licensed vendors approved by the Chief of Police.
- i. Alcohol vending staff will be certified by ABC to serve alcohol.
- j. Each vendor shall be responsible for checking the identification of patrons before selling alcohol. All purchasing customers will receive a wrist band by vendor staff after showing proof of Age.

- k. No person will be permitted to drink alcohol within the consumption area without a visible wrist band.
 - l. No person will be permitted to bring or take alcoholic beverages to or from the consumption area
 - m. Signage with all regulations will be clearly posted throughout the park and consumption area.
- C. Disposal
- a. The Town of Wake Forest and Chief of police will approve an additional number of trash cans that will be placed throughout the consumption area. Wake Forest FUNGO staff will remove all trash after home events. If a trash receptacle containing alcoholic containers becomes full before the conclusion of a home event, Wake Forest FUNGO staff will dispose of the full trash bag and replace immediately upon notification by any police officer, customer, or staff.
- D. Security
- a. Wake Forest FUNGO will work with Chief of Police to have the required number of paid police officers at all home events serving alcoholic beverages. Officers will be paid at the current rate established and defined under the off-duty rules of the police department. WF FUNGO will be responsible for the payment of off-duty officers.
 - b. Any fan/customer consuming alcohol is subject to removal from the consumption area at the discretion of Wake Forest FUNGO staff, attending Town of Wake Forest Staff, or Police Staff.
- E. Progress Review
- a. Wake Forest FUNGO staff will report weekly to the Chief of police regarding positive or negative happenings at these scheduled home events.



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-144-
Submitted by: Aileen J. Staples
Submitting Department: Finance
Meeting Date: May 16, 2023

SUBJECT

Approval of resolution authorizing audit services contract with Cherry Bekaert LLP for fiscal year ending June 30, 2023

Recommendation:

Approval as submitted

Item Summary:

ATTACHMENTS

- [Audit services contract _summary.pdf](#)
- [Town of Wake Forest 6-30-23 Audit Eng Ltr-EL01.pdf](#)
- [Town of Wake Forest 6-30-23 Audit LGC.pdf](#)
- [Resolution 2023-xx AuditContract FYE 2023.docx](#)

Approval of resolution authorizing audit contract with Cherry Bekaert, LLP for fiscal year ending June 30, 2023

The town is entering the fifth year of the current five-year agreement with Cherry Bekaert, LLP (CB) to provide audit services for the fiscal year ending June 30, 2023. The pricing structure agreed upon in 2018 is a challenge given the significant change in the general market (inflation) coupled with an increase on the demand for auditors, especially government auditors in North Carolina. The attached audit contract reflects the increase to \$60,775 which includes two major programs for single audit (i.e., Powell Bill and ARPA). This fee is 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.

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 increased amount. Funds are included in the FY 24 Proposed Budget.

Attachments: Resolution; Audit Contract; FY 23 Engagement Letter

April 27, 2023

VIA EMAIL:

astaples@wakeforestnc.gov

Ms. Aileen Staples, Finance Director
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 (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, 2023:

Audit and attestation services

1. We will audit the basic financial statements of the Town as of and for the year ended June 30, 2023 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; and the provisions of Uniform Guidance and the State Single Audit Implementation Act; the Single Audit Act Amendments of 1996; State Single Audit Implementation Act and OMB *Guidance for Grants and Agreements* (2 CFR 200) 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 risk, 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 and State 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 and State 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 and State 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 and State 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 and the State Single Audit Implementation Act 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 discounted 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.

Bill Rates

Skill Level	Standard Bill Rate	Discounted Bill Rate
Partner	\$ 385	\$ 270
Director	\$ 350	\$ 245
Senior Manager	\$ 340	\$ 235
Manager	\$ 265	\$ 185
Senior Accountant	\$ 220	\$ 155
Staff Accountant	\$ 165	\$ 115
Intern	\$ 100	\$ 70
Paraprofessional	\$ 165	\$ 115
Audit Service Center	\$ 100	\$ 70
Administrative	\$ 150	\$ 105

The following summarizes the estimated fees for the services described above:

Description of services	Estimated fee
Audit services	
Audit of the financial statements and 2 major single audit programs	\$ 60,775*
Accounting services	
Completion of Data Collection Form	Included above
Total	<u>\$ 60,775</u>

*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 \$5,000 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

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 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 and the State Single Audit Implementation Act, 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 and the State Single Audit Implementation Act.

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 and the State Single Audit Implementation Act.

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 and the State Single Audit Implementation Act 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 and State 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 and the State Single Audit Implementation Act.

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.

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	Governing Board
of	Primary Government Unit
and	Discretely Presented Component Unit (DPCU) (if applicable)

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

and	Auditor Name
	Auditor Address

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Date Audit Will Be Submitted to LGC
-----	--------------------	-------------------------------------

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 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.

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, the Governing Board, and the Auditor.

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/submitting-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 FEES

Primary Government Unit	
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$

DPCU FEES (if applicable)

Discretely Presented Component Unit	
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$

SIGNATURE PAGE**AUDIT FIRM**

Audit Firm*	
Authorized Firm Representative (typed or printed)*	Signature* <i>April Adams</i>
Date*	Email Address*

GOVERNMENTAL UNIT

Governmental Unit*	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
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.

Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Pre-Audit Certificate*	Email Address*

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
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.

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.

RESOLUTION 2023-xx

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

WHEREAS the Town of Wake Forest is entering the fifth year of the current five-year agreement for audit services for the fiscal year ending June 30, 2023; and

WHEREAS the Town of Wake Forest acknowledges the notable change in the market due to inflation along with the increase on the demand for auditors has resulted in the necessity of a price increase. In December 2018, the fee for June 30, 2023, was listed as \$42,000 as part of the five-year agreement; and

WHEREAS, the Town of Wake Forest has enjoyed 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 the goal of fiscal strength as identified in the strategic plan; and

WHEREAS the Town of Wake Forest acknowledges the fee increase to \$60,775 is in line with audit fees to 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 increase 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 May 2023.

Vivian A. Jones
Mayor

(ATTEST)

Theresa Savary
Town Clerk



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-105-

Submitted by: Allison Snyder

Submitting Department: Administration

Meeting Date: May 16, 2023

SUBJECT

Approval of amendments to Chapter 32 “Utilities”, Article I “In General” & Article V, “Electric Service”.

Recommendation:

Approve amendments to Chapter 32 modifying development construction fees for Wake Forest Power

Item Summary:

ATTACHMENTS

- [Summary_Chapter32.docx](#)
- [Code Update Chapter 32.pptx](#)
- [CH32_ArticleI_I_V_2023Markup.docx](#)
- [Ordinance2023-XXUpdateAmendingCodeOfOrdCh32-UtilitiesMay202316.docx](#)

Consideration of updates to Chapter 32 “Utilities”, Article I “In General” & Article V, “Electric Service”.
Presentation of edits to Chapter 32 of the Code of Ordinances to reflect the Wake Forest Power current practices. The Code was last updated in 1985 and some sections in 2007.

Wake Forest Power



TOWN of
WAKE FOREST

Proposed Code Updates

Chapter 32, Utilities

Chris Terrell

Electric Utility Director



Reasons for Updates

- Current Code is outdated
 - Last update was 2007
- Reflect current practices
 - Reference smart metering
 - Coincide with UDO
 - Reference Customer Care Policy
- Modify service extension fees as a result of increased costs
 - Reflect language discussed during Board Retreat
 - Shift more financial responsibility to the developer



Proposed Update Summary

- Remove Water & Sewer references
- Clarify language
- Reference Customer Care Policy when discussing deposits
 - Allows for flexibility
- Update charges and limits for extension of service
 - Add developer contributions/ lots collected with permit fees



Extension of Service Comparison

2007

The town will construct, own, operate and maintain overhead and/or underground distribution facilities to provide a basic distribution system, normally 120/240 volt single-phase service or as determined by the town within the real estate development in which it is contemplated that individual lots will be sold or leased. The developer requesting the basic distribution system will make a contribution, if any, to the town based on the construction cost minus the revenue credit from the development.

2023

The town will construct, own, operate and maintain overhead service and/or underground service for single-phase up to three-phase as needed for development at no cost to the Town. The developer will cover the construction costs including, the cost of materials (which include but not limited to, pipe, wire, junction boxes and transformer) engineering and general expenses. As well as costs associated with road crossings and boring. This cost will be divided evenly between the number of lots/units in the development and will be collected with building permit fees.





TOWN *of*
WAKE FOREST

Questions?

- 
- A large, detailed, light green stylized tree graphic is positioned on the left side of the slide, partially overlapping the 'Questions?' text and the action item.
- Remove Water & Sewer references
 - Reference Customer Care Policy
 - Allow for flexibility
 - Add employee contributions

Action: Review and consider approval at next Regular Meeting

Chapter 32 Utilities

ARTICLE I. IN GENERAL

Sec. 32-1. Control of systems.

The electric light and power system owned by the Town shall be under the control of the board of commissioners, and the duty of enforcing full compliance with all rules and regulations, governing all connections and other regulations shall be vested in the board and the town. From July 1, 2005 the water and sewer system formerly owned by the town will be owned and operated by the City of Raleigh.

(Code 1985, § 19-1; Ord. No. 2007-10, 2-20-2007)

Sec. 32-2. Application for connection.

Any person desiring connection with the town electric system shall make application in writing to the town for a permit, stating for what purpose the electricity is to be used.

(Code 1985, § 19-2; Ord. No. 2007-10, 2-20-2007)

Sec. 32-3. Refusing service.

The board of commissioners reserves the right to refuse the extension of electric service to any person, when deemed not in the best interest of the town.

(Code 1985, § 19-3; Ord. No. 2007-10, 2-20-2007)

Sec. 32-4 Nonliability of Town for interrupted service.

The town does not guarantee continuous service, but shall use reasonable diligence to provide uninterrupted service, and having used reasonable diligence shall not be liable to the customer for failure in, interrupts or suspension of same. The Town reserves the right to suspend service without liability on its part at such times, for such periods and in such manner as may in its judgment be required for the purpose of making necessary repairs on the lines or other parts of the system.

Sec. 32-5. Rate schedules on file.

The board of commissioners shall establish rate schedules for electric service, from time to time, as it deems best.

(Code 1985, § 19-4; Ord. No. 2007-10, 2-20-2007)

State law reference(s)—Municipal rate-making authority, G.S. 160A-314.

Sec. 32-6. Tampering with or obstructing system paraphernalia.

No person shall tamper with or harm, in any manner, any electricity distribution system equipment. Any attempt to cause an electric meter owned by the Town to fail to register the correct values will be determined detrimental to the operation of the meter. Supply side connections, including but not limited to solar installations are not lawful attachments.

(Code 1985, § 19-5; Ord. No. 2007-10, 2-20-2007)

Sec. 32-7. Separate meters required; exception.

Each house must be metered separately for electricity. In no case shall two parties or houses be supplied through one meter, except in extraordinary cases, by special permission from the town.

(Code 1985, § 19-6; Ord. No. 2007-10, 2-20-2007)

Sec. 32-8. Separate classes of services.

Customers applying for more than one class of service on the same premises shall so arrange their wiring that each class of service can be metered separately (unless the town has a schedule on file covering such combination of services), and customers purchasing any particular class of service shall confine the use of current supplied thereunder to the purpose set forth in the rate schedule for such class. Separate meters shall be required for each building on the same premises except for each separate class in the same building; except, that when a commercial lighting customer occupies the same building for residential purposes, the town may supply both the commercial and residential lighting through one meter at the commercial lighting rate or on a rural line at the rural rate.

(G.S. 160A-314)

Sec. 32-9. *Meters- Used for measuring service*, testing.

The electric service rendered shall be measured by an integrating watt-hour meter or such other meter as may be necessary, the registration of which shall be prima facie evidence of the electric energy receiving, subject in all cases to verification by testing in case of dispute. Testing, when necessary, will be done by the Town at such costs as may be established by the fee schedule from time to time. If the customer requests a test within six months after the date of the installation or of the last previous test, the cost of test shall be borne by the customer unless the meter shall be shown to be more than two percent fast, in which case the cost shall be borne by the town.

Sec. 32-10. Deposits.

- (a) The town may require satisfactory security for the payment of customer's accounts. Amounts as are fixed by the Customer Care Policy and are adjusted as needed.

Sec. 32-11. Termination of service.

- (a) In order to assure discontinuance of service at a time requested by the customer, notice to the town in advance of the proposed time of discontinuance shall be required. When a customer desires to discontinue service, he shall give notice to the town at least 24 hours in advance and the customer will be responsible for all service consumed within the 24 hours following the time of notice of discontinuation of service to the city.
- (b) The following shall apply to involuntary discontinuance of service:
 - (1) The town sometimes finds it necessary to discontinue utility service to customers because of the following reasons:
 - a. Failure of a customer to pay any bill for utility service within the time allowed by this section; however, the town may continue to accept checks from those who missed payment if the customer has previously been in good standing on his/her account;

- b. Failure of a customer to make a deposit to guarantee payment or charges for utility service or to increase this/her deposit when required;
 - c. Refusal of legitimate access to premises or damage to or loss of property of the town on the customer(s) premises for which the customer is liable;
 - d. When a customer has had two or more of his/her checks given in payment of a bill dishonored.
- (2) When it becomes necessary for the town to discontinue utility service to a customer for any of the reasons set forth in subsections (b)(1)a.—d. of this section, service will be reinstated only after all bills for service then due have been paid, any deposit required has been made and a reconnection fee as set by the board of commissioners has been paid for reimbursement of expenses involved in disconnecting and reconnecting the utility service. If discontinuance of service is made because the customer(s) check given in payment of the bill has been dishonored, such customer will be required to pay an additional charge for processing the check as set by the board.
- (3) If a customer is receiving service at more than one location, service at any or all locations may be discontinued if bills for service at any one or more locations are not paid within the time specified by this section; provided, however, that residential utility service shall be not discontinued for nonpayment of bills for other classes of service.
- (4) It is the policy of the town to discontinue utility service to customers by reason of nonpayment of disputed bills only after notice and a meaningful opportunity to be heard on disputed bills. The town (s) application form for utility service and all bills shall contain clearly visible and easily readable provisions stating:
- a. The billing month is defined as the month when a bill is rendered for payment. Bills are due when rendered for payment. ~~All bills not paid within 22 days from date of bill shall be subject to a late payment charge of \$5.00 or two percent of the outstanding bill, whichever is higher.~~ Late fees and other provisions are fixed by the Customer Care Policy and adjusted as needed,
 - b. ~~Any customer disputing the correctness of his/her bill shall have a right to a hearing at which time he/she may be represented in person and by counsel, or any other person of his choosing, and may present orally or in writing his complaint and contentions to the official in charge of utility billing and shall have authority to make a final determination of the customer's complaint.~~ The town's Customer Care Policy outlines provisions and parameters for customers to dispute the correctness of his/her bill.

Requests for delays or waiver of payment will not be heard; only questions or proper or correct billing will be considered. In the absence of payment of the bill rendered or resort to the hearing procedure provided in this section, service will be discontinued at the time specified. When staff members turn off electricity for nonpayment, the customer should be notified of the impending cutoff as a courtesy.

(Code 1985, § 19-8; Ord. No. 2007-10, 2-20-2007)

Secs. 32-12—32-40. Reserved.

ARTICLE V. ELECTRIC SERVICE

Sec. 32-421. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Construction cost means the estimated installed cost of constructing the town's facilities to the point of delivery, including the cost of materials, labor, transportation, stores, tax, engineering and general expenses. When applied to temporary service and to construction service, the construction cost shall also include the removal costs minus the salvage value of the facilities. The customer shall contribute to the town, for any construction service facilities in excess of one point of delivery per construction site, an amount equal to the installed cost plus removal cost minus salvage value of the company's facilities installed solely for the construction service.

Construction service means a customer whose needs are normally for less than a 12-month continuous period and whose need is for use in the construction of buildings or other establishments which will receive, upon completion, permanent electric service from the town.

Normal point of delivery means, for overhead service to residential customers, delivery to the outside wall of the end of the building nearest to the source of the company's facilities entering the customer's premises. For underground electric service to residential customers, the normal point of delivery will be on the outside wall of the end of the building or the nearest convenient point on the outside of the front or back wall adjacent to the end of the building nearest the source of the town's facilities entering the customer's premises. The normal point of delivery for other customers will be at a location designated by the town.

Residential real estate development means a residential subdivision where permanent electric service will be provided to customers.

Revenue credit means the amount equal to the number of years in the initial term of the service agreement, up to, but not more than, two years, times the estimated annual revenue, minus the estimated annual kilowatt-hours multiplied by 2.031 cents per kilowatt-hour. The estimated annual revenue shall be determined by the town for the new or additional load and shall be based upon the charges set forth in the applicable rate schedule.

Temporary service means a customer whose electric service needs are for less than a 12-month continuous period and the town's facilities installed to serve the customer will not be needed to serve other customers in the near future.

(Code 1985, § 19-261)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 32-422. Extension of service.

~~(a)~~(b) *Single-phase service to individual customers.*

- (1) *Extensions only involving secondary service.* The town will construct, own, operate and maintain an overhead service or underground service lateral to the normal point of delivery at its expense, except when more than one secondary service pole is necessary, the customer shall pay a fee established by the board of commissioners for each additional service pole. For points of delivery located beyond the normal point of delivery requiring an investment in excess of that needed to serve the normal point of delivery, the customer will pay a fee established by the board of commissioners per foot of additional underground or overhead service lateral plus a fee established by the board of commissioners for each secondary service pole. When it is necessary to relocate the secondary service for the customer's convenience, the customer's contribution, will be done at no cost to the Town.

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- (2) *Extensions involving primary distribution facilities.* The town will construct, own, operate and maintain all distribution facilities to extend single-phase electric service to the normal point of delivery. The town will provide the secondary service portion of the line extension, if any, in accordance with subsection (a)(b)(1) of this section. ~~For the primary portion, whether overhead or underground, of the single-phase line extension to other than permanently-occupied residential customers, the customer contribution, if any, will be the construction cost minus the revenue credit.~~ For the primary portion, whether overhead or underground, of the single-phase line extension to serve a permanently-occupied residential customer, the town will provide, ~~at no cost, the least cost~~ overhead or underground service which is compatible with the customer's service requirements and the town's engineering standards. ~~If the customer requests other than the least cost overhead or underground service to the normal point of delivery, the customer contribution, if any, will be the construction cost minus the revenue credit, but not more than the difference in the construction cost between the customer's request and the least cost service to the normal point of delivery.~~ For points of delivery beyond the normal point of delivery requiring an investment in primary facilities in excess of that needed to serve the normal point of delivery, the customer will contribute such excess investment. When it is necessary to relocate the primary distribution facilities for the customer's convenience, the customer's contribution, will be done at no cost to the Town.
- (b) *Three-phase service to individual customers.* The town will construct, own, operate and maintain all overhead and underground distribution facilities necessary to extend three-phase electric service to the normal point of delivery. The customer contribution, if any, will be the construction cost. For points of delivery beyond the normal point of delivery requiring an investment in excess of that needed to serve the normal point of delivery, the customer will contribute such excess investment.
- (c) (a)
- ~~(c)~~(a) *Charges and limits for extension of service*
- (1)
- The town will construct, own, operate and maintain overhead service and/or underground service for single-phase up to three-phase as needed for development at no cost to the Town. The developer will cover the construction costs including, the cost of materials (which include but not limited to, pipe, wire, junction boxes and transformer) engineering and general expenses. As well as costs associated with road crossings and boring. This cost will be divided evenly between the number of lots/units in the development and will be collected with building permit fees.
- (2) The company may limit the extent of the installation in a real estate development to that area which, in the company's judgment, is likely to be occupied within a reasonable period of time in order to avoid excess investment in idle facilities. The developer may obtain installation in the additional area by paying a deposit, or, at the town's option, a letter of credit or surety bond in lieu of a deposit, equal to the total installed cost of the facilities to serve the additional area. Deposits are reviewed annually and are subject to a refund based on the prorata portion of the town's idle facilities needed to serve customers during the preceding 12 months. Each individual customer within a development will be served in accordance with subsection (a) or (b) of this section, including any customer contribution.

(Code 1985, § 19-262)

Sec. 32-423. General provisions.

- (a) *Rights-of-way.* The customer will furnish, without cost to the town, necessary easements and satisfactory conveyance of rights-of-way for the supply of electric service. The right-of-way should be

sufficient for installation and incidental to the furnishing of service. The customer shall be responsible for the initial clearing to final grade, free of stumps and other obstructions, for any right-of-way necessary to provide underground electric service. In lieu thereof, the town will provide such service, provided the customer will contribute to the town the additional clearing costs. The customer shall also furnish shelter satisfactory to the Town for meters or other apparatus of the town installed on the customer's side of the point of delivery.

(1) The location of the right-of-way or terminal point shall be changed by the Town at the expense of the customer on receipt of written request of the customer stating a reasonable cause. All privileges incident to the original location shall apply to the new location.

- (b) *Contributions.* The town reserves the right to collect any line extension contributions under this plan before installation of the facilities begin. When contributions are required from a party who will also be the customer, the contribution may, at the sole option of the town, be included in the first electric service bill rendered after such installation.

Sec. 32-424. Taxes.

Any applicable taxes for contributions in aid of construction will be added to the charges established by the board of commissioners from time to time.

(Code 1985, § 19-264)

Sec. 32-425. Electric tampering.

- (a) *Definitions:* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the content clearly indicates a different meaning:
- (1) Responsible person means and includes all of the following:
 - a. The owner of the property on which a violation of this section occurs.
 - b. The general contractor for a building/construction project in connection with which a violation occurs.
 - c. Any subcontractor responsible for work done which actually involves a violation; and/or
 - d. Any individual who violates this section.
 - (2) Electric system/electric lines mean and includes primary and secondary electric lines, and shall include all overhead and underground conductor, meters, meter bases, transformers, transformer cabinets, switch cabinets, trans closures, meter seals, breakaway locks, poles and other fixtures, equipment and apparatus connected to and formerly a part of the electric system, and all appliances necessary and convenient thereto. The electric system owned by the town shall include all of the above up to and including the electricity metering point.
- (b) *Injury to system; breaking or damaging.* It shall be unlawful for any person to remove, damage or interfere with any overhead or underground electric conductors, meters, meter bases, transformers, transformer cabinets, trans closures, switch cabinets, meter seals, breakaway locks, poles or other fixtures.
- (c) *Enforcement procedure.* Any responsible person who violates any provision of this section, or any regulation, standard, rule or order duly adopted in furtherance of this section, shall be subject to a civil penalty of \$250.00 for the first instance non-compliance or violation, and a further civil penalty of \$500.00 for any

subsequent violation. In addition, immediately upon discovery of the initial or any subsequent violation, the electric service to the property where the violation occurred will be terminated. A notice of violation will be sent within one business day to the owner of the property by certified mail, return receipt requested, or hand delivery. For all other persons responsible for such violation, a notice shall be sent by certified mail, return receipt requested or hand delivery. The notice shall describe the violation and a demand for payment of \$250.00 or \$500.00 as appropriate. If payment is not received after 20 days, the matter shall be referred to the town attorney for the initiation of collection proceedings. The town shall be entitled to recover from any responsible person all costs of collection of the civil penalties, including reasonable attorneys fees.

In addition, the town reserves the right to prosecute any responsible person for a criminal violation for each separate instance of electric meter tampering.

(Ord. No. 2002-34, 7-16-02)

Secs. 32-426—32-429. Reserved.

ORDINANCE 2023-xx
ORDINANCE UPDATE AMENDING TOWN OF WAKE FOREST CODE OF
ORDINANCES
CHAPTER 32 - UTILITIES

WHEREAS, the Board of Commissioners adopted the Code of Ordinances Chapter 32 in 1985 and adopted updates in 2007 and;

WHEREAS, the current ordinance is outdated and has been updated to better align with current practices, outline procedures and regulations regarding meter reading, deposits, removal of water and sewer related material, developer contributions, and service expansion;

WHEREAS, the Board of Commissioners have reviewed the updated Chapter 32 of the Code of Ordinances; and

NOW THEREFORE, BE IT ORDAINED by the Wake Forest Board of Commissioners that the updates to Chapter 32 of the Code of Ordinances are approved and adopted and the changes will be effective May 16, 2023.

Duly adopted this 16th day of May 2023.

Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary
Town Clerk

Hassan Kingsberry
Town Attorney

Chapter 32 Utilities

ARTICLE I. IN GENERAL

Sec. 32-1. Control of systems.

The electric light and power system owned by the town shall be under the control of the board of commissioners, and the duty of enforcing full compliance with all rules and regulations, governing all connections and other regulations shall be vested in the board and the town. From July 1, 2005, the water and sewer system formerly owned by the town will be owned and operated by the City of Raleigh.

(Code 1985, § 19-1; Ord. No. 2007-10, 2-20-2007)

Sec. 32-2. Application for connection.

Any person desiring connection with the town electric system shall make application in writing to the town for a permit, stating for what purpose the electricity is to be used.

(Code 1985, § 19-2; Ord. No. 2007-10, 2-20-2007)

Sec. 32-3. Refusing service.

The board of commissioners reserves the right to refuse the extension of electric service to any person, when deemed not in the best interest of the town.

(Code 1985, § 19-3; Ord. No. 2007-10, 2-20-2007)

Sec. 32-4 Nonliability of Town for interrupted service.

The town does not guarantee continuous service, but shall use reasonable diligence to provide uninterrupted service, and having used reasonable diligence shall not be liable to the customer for failure in, interruptions or suspension of same. The Town reserves the right to suspend service without liability on its part at such times, for such periods and in such manner as may in its judgment be required for the purpose of making necessary repairs on the lines or other parts of the system.

Sec. 32-5. Rate schedules on file.

The board of commissioners shall establish rate schedules for electric service, from time to time, as it deems best.

(Code 1985, § 19-4; Ord. No. 2007-10, 2-20-2007)

State law reference(s)—Municipal rate-making authority, G.S. 160A-314.

Sec. 32-6. Tampering with or obstructing system paraphernalia.

No person shall tamper with or harm, in any manner, any electricity distribution system equipment. Any attempt to cause an electric meter owned by the town to fail to register the correct values will be determined

detrimental to the operation of the meter. Supply side connections, including but not limited to solar installations are not lawful attachments.

(Code 1985, § 19-5; Ord. No. 2007-10, 2-20-2007)

Sec. 32-7. Separate meters required; exception.

Each house must be metered separately for electricity. In no case shall two parties or houses be supplied through one meter, except in extraordinary cases, by special permission from the town.

(Code 1985, § 19-6; Ord. No. 2007-10, 2-20-2007)

Sec. 32-8. Separate classes of services.

Customers applying for more than one class of service on the same premises shall so arrange their wiring that each class of service can be metered separately (unless the town has a schedule on file covering such combination of services), and customers purchasing any particular class of service shall confine the use of current supplied thereunder to the purpose set forth in the rate schedule for such class. Separate meters shall be required for each building on the same premises except for each separate class in the same building; except, that when a commercial lighting customer occupies the same building for residential purposes, the town may supply both the commercial and residential lighting through one meter at the commercial lighting rate or on a rural line at the rural rate.

(G.S. 160A-314)

Sec. 32-9. *Meters- Used for measuring service*, testing.

The electric service rendered shall be measured by an integrating watt-hour meter or such other meter as may be necessary, the registration of which shall be prima facie evidence of the electric energy receiving, subject in all cases to verification by testing in case of dispute. Testing, when necessary, will be done by the Town at such costs as may be established by the fee schedule from time to time. If the customer requests a test within six months after the date of the installation or of the last previous test, the cost of test shall be borne by the customer unless the meter shall be shown to be more than two percent fast, in which case the cost shall be borne by the town.

Sec. 32-10. Deposits.

- (a) The town may require satisfactory security for the payment of customer's accounts. Amounts as are fixed by the Customer Care Policy and are adjusted as needed.

Sec. 32-11. Termination of service.

- (a) In order to assure discontinuance of service at a time requested by the customer, notice to the town in advance of the proposed time of discontinuance shall be required. When a customer desires to discontinue service, he shall give notice to the town at least 24 hours in advance and the customer will be responsible for all service consumed within the 24 hours following the time of notice of discontinuation of service to the city.
- (b) The following shall apply to involuntary discontinuance of service:
 - (1) The town sometimes finds it necessary to discontinue utility service to customers because of the following reasons:
 - a. Failure of a customer to pay any bill for utility service within the time allowed by this section; however, the town may continue to accept checks from those who missed payment if the customer has previously been in good standing on his/her account;

- b. Failure of a customer to make a deposit to guarantee payment or charges for utility service or to increase this/her deposit when required.
 - c. Refusal of legitimate access to premises or damage to or loss of property of the town on the customer(s) premises for which the customer is liable;
 - d. When a customer has had two or more of his/her checks given in payment of a bill dishonored.
- (2) When it becomes necessary for the town to discontinue utility service to a customer for any of the reasons set forth in subsections (b)(1)a.—d. of this section, service will be reinstated only after all bills for service then due have been paid, any deposit required has been made and a reconnection fee as set by the board of commissioners has been paid for reimbursement of expenses involved in disconnecting and reconnecting the utility service. If discontinuance of service is made because the customer(s) check given in payment of the bill has been dishonored, such customer will be required to pay an additional charge for processing the check as set by the board.
- (3) If a customer is receiving service at more than one location, service at any or all locations may be discontinued if bills for service at any one or more locations are not paid within the time specified by this section; provided, however, that residential utility service shall be not discontinued for nonpayment of bills for other classes of service.
- (4) It is the policy of the town to discontinue utility service to customers by reason of nonpayment of disputed bills only after notice and a meaningful opportunity to be heard on disputed bills. The town(s) application form for utility service and all bills shall contain clearly visible and easily readable provisions stating:
- a. The billing month is defined as the month when a bill is rendered for payment. Bills are due when rendered for payment. Late fees and other provisions are fixed by the Customer Care Policy and adjusted as needed.
 - b. The town's Customer Care Policy outlines provisions and parameters for customers to dispute the correctness of his/her bill.

Requests for delays or waiver of payment will not be heard; only questions or proper or correct billing will be considered. In the absence of payment of the bill rendered or resort to the hearing procedure provided in this section, service will be discontinued at the time specified. When staff members turn off electricity for nonpayment, the customer should be notified of the impending cutoff as a courtesy.

(Code 1985, § 19-8; Ord. No. 2007-10, 2-20-2007)

Secs. 32-12—32-40. Reserved.

ARTICLE II. WATER SERVICE

Recall and repeal.

ARTICLE III. SEWER SERVICE

Recall and repeal.

ARTICLE V. ELECTRIC SERVICE

Sec. 32-421. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Construction cost means the estimated installed cost of constructing the town's facilities to the point of delivery, including the cost of materials, labor, transportation, stores, tax, engineering and general expenses. When applied to temporary service and to construction service, the construction cost shall also include the removal costs minus the salvage value of the facilities. The customer shall contribute to the town, for any construction service facilities in excess of one point of delivery per construction site, an amount equal to the installed cost plus removal cost minus salvage value of the company's facilities installed solely for the construction service.

Construction service means a customer whose needs are normally for less than a 12-month continuous period and whose need is for use in the construction of buildings or other establishments which will receive, upon completion, permanent electric service from the town.

Normal point of delivery means, for overhead service to residential customers, delivery to the outside wall of the end of the building nearest to the source of the company's facilities entering the customer's premises. For underground electric service to residential customers, the normal point of delivery will be on the outside wall of the end of the building or the nearest convenient point on the outside of the front or back wall adjacent to the end of the building nearest the source of the town's facilities entering the customer's premises. The normal point of delivery for other customers will be at a location designated by the town.

Residential real estate development means a residential subdivision where permanent electric service will be provided to customers.

Temporary service means a customer whose electric service needs are for less than a 12-month continuous period and the town's facilities installed to serve the customer will not be needed to serve other customers in the near future.

(Code 1985, § 19-261)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 32-422. Extension of service.

(a) *Charges and limits for extension of service*

- (1) The town will construct, own, operate and maintain overhead service and/or underground service for single-phase up to three-phase as needed for development at no cost to the Town. The developer will cover the construction costs including, the cost of materials (which include but not limited to, pipe, wire, junction boxes and transformer) engineering and general expenses. As well as costs associated with road crossings and boring. This cost will be divided evenly between the number of lots/units in the development and will be collected with building permit fees.
- (2) The company may limit the extent of the installation in a real estate development to that area which, in the company's judgment, is likely to be occupied within a reasonable period of time in order to avoid excess investment in idle facilities. The developer may obtain installation in the additional area by paying a deposit, or, at the town's option, a letter of credit or surety bond in lieu of a deposit, equal to the total installed cost of the facilities to serve the additional area. Deposits are reviewed annually and are subject to a refund based on the prorated portion of the town's idle facilities needed to serve customers during the preceding 12 months. Each individual customer within a development will be served in accordance with subsection (b) or (c) of this section, including any customer contribution.

(b) *Single-phase service to individual customers.*

- (1) *Extensions only involving secondary service.* The town will construct, own, operate and maintain an overhead service or underground service lateral to the normal point of delivery at its expense, except when more than one secondary service pole is necessary, the customer shall pay a fee established by the board of commissioners for each additional service pole. For points of delivery located beyond the normal point of delivery requiring an investment in excess of that needed to serve the normal point of delivery, the customer will pay a fee established by the board of commissioners per foot of additional underground or overhead service lateral plus a fee established by the board of commissioners for each secondary service pole. When it is necessary to relocate the secondary service for the customer's convenience, the customer's contribution, will be done at no cost to the Town.
- (2) *Extensions involving primary distribution facilities.* The town will construct, own, operate and maintain all distribution facilities to extend single-phase electric service to the normal point of delivery. The town will provide the secondary service portion of the line extension, if any, in accordance with subsection (b)(1) of this section. For the primary portion, whether overhead or underground, of the single-phase line extension to serve a permanently-occupied residential customer, the town will provide the least cost overhead or underground service which is compatible with the customer's service requirements and the town's engineering standards. For points of delivery beyond the normal point of delivery requiring an investment in primary facilities in excess of that needed to serve the normal point of delivery, the customer will contribute such excess investment. When it is necessary to relocate the primary distribution facilities for the customer's convenience, the customer's contribution, will be done at no cost to the Town.

(c) *Three-phase service to individual customers.* The town will construct, own, operate and maintain all overhead and underground distribution facilities necessary to extend three-phase electric service to the normal point of delivery. The customer contribution, if any, will be the construction cost. For points of delivery beyond the normal point of delivery requiring an investment in excess of that needed to serve the normal point of delivery, the customer will contribute such excess investment.

(Code 1985, § 19-262)

Sec. 32-423. General provisions.

- (a) *Rights-of-way.* The customer will furnish, without cost to the town, necessary easements and satisfactory conveyance of rights-of-way for the supply of electric service. The right-of-way should be sufficient for installation and incidental to the furnishing of service. The customer shall be responsible for the initial clearing to final grade, free of stumps and other obstructions, for any right-of-way necessary to provide underground electric service. In lieu thereof, the town will provide such service, provided the customer will contribute to the town the additional clearing costs. The customer shall also furnish shelter satisfactory to the town for meters or other apparatus of the town installed on the customer's side of the point of delivery.

(1) The location of the right-of-way or terminal point shall be changed by the Town at the expense of the customer on receipt of written request of the customer stating a reasonable cause. All privileges incident to the original location shall apply to the new location.

- (b) *Contributions.* The town reserves the right to collect any line extension contributions under this plan before installation of the facilities begin. When contributions are required from a party who will also be the

customer, the contribution may, at the sole option of the town, be included in the first electric service bill rendered after such installation.

Sec. 32-424. Taxes.

Any applicable taxes for contributions in aid of construction will be added to the charges established by the board of commissioners from time to time.

(Code 1985, § 19-264)

Sec. 32-425. Electric tampering.

- (a) *Definitions:* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the content clearly indicates a different meaning:
- (1) Responsible person means and includes all of the following:
 - a. The owner of the property on which a violation of this section occurs.
 - b. The general contractor for a building/construction project in connection with which a violation occurs.
 - c. Any subcontractor responsible for work done which actually involves a violation; and/or
 - d. Any individual who violates this section.
 - (2) Electric system/electric lines mean and includes primary and secondary electric lines, and shall include all overhead and underground conductor, meters, meter bases, transformers, transformer cabinets, switch cabinets, trans closures, meter seals, breakaway locks, poles and other fixtures, equipment and apparatus connected to and formerly a part of the electric system, and all appliances necessary and convenient thereto. The electric system owned by the town shall include all of the above up to and including the electricity metering point.
- (b) *Injury to system; breaking or damaging.* It shall be unlawful for any person to remove, damage or interfere with any overhead or underground electric conductors, meters, meter bases, transformers, transformer cabinets, trans closures, switch cabinets, meter seals, breakaway locks, poles or other fixtures.
- (c) *Enforcement procedure.* Any responsible person who violates any provision of this section, or any regulation, standard, rule or order duly adopted in furtherance of this section, shall be subject to a civil penalty of \$250.00 for the first instance non-compliance or violation, and a further civil penalty of \$500.00 for any subsequent violation. In addition, immediately upon discovery of the initial or any subsequent violation, the electric service to the property where the violation occurred will be terminated. A notice of violation will be sent within one business day to the owner of the property by certified mail, return receipt requested, or hand delivery. For all other persons responsible for such violation, a notice shall be sent by certified mail, return receipt requested or hand delivery. The notice shall describe the violation and a demand for payment of \$250.00 or \$500.00 as appropriate. If payment is not received after 20 days, the matter shall be referred to the town attorney for the initiation of collection proceedings. The town shall be entitled to recover from any responsible person all costs of collection of the civil penalties, including reasonable attorneys fees.

In addition, the town reserves the right to prosecute any responsible person for a criminal violation for each separate instance of electric meter tampering.

(Ord. No. 2002-34, 7-16-02)

Secs. 32-426—32-429. Reserved.



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-143-
Submitted by: Brad West
Submitting Department: Planning
Meeting Date: May 16, 2023

SUBJECT

Consideration of a Resolution to approve the S. Main Street Access Management Study scope of work and fee and allow the Town Manager to enter into a contract with Stantec

Recommendation:

Item Summary:

ATTACHMENTS

- [2023-143 Agenda Summary_BoC.pdf](#)
- [2023-143 Resolution.docx](#)
- [Contract Scope & Fee](#)
- [Request for Qualifications 22-0004](#)

Agenda Item: Consideration of a Resolution to approve the S. Main Street Access Management Study scope of work and fee and allow the Town Manager to enter into a contract with Stantec.

Summary: Approval for the Town Manager to enter into a contract with Stantec for the S. Main Street Access Management Study. A Request for Qualifications, RFQ #22-0004, was issued on February 13, 2023 and responses were due by 2 p.m. on March 10, 2023. Based on the review of their RFQ response, staff engaged with Stantec and requested a scope of work to review. Staff has reviewed the scope of work and is recommending that the Town contract with Stantec for the S. Main Street Access Management Study. The proposed fee for the S. Main Street Access Management Study is a lump sum fee of \$175,000.00.

Attachments: Resolution
Contract Scope & Fee
Request for Qualifications 22-0004

RESOLUTION 2023-XX

RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE, ON
BEHALF OF THE TOWN OF WAKE FOREST, THE PROFESSIONAL SERVICES
CONTRACT FOR THE S. MAIN STREET ACCESS MANAGEMENT STUDY

WHEREAS, the Town's high quality of life and economic prosperity has attracted many newcomers to the area, presenting many opportunities and challenges associated with growth; and

WHEREAS, the Town desires to better address the challenge of increased traffic by implementing the adopted 2019 Comprehensive Transportation Plan; and

WHEREAS, consistent with the Town's purchasing policy, on February 13, 2023, the Town published a Request for Qualifications (RFQ) inviting interested firms to submit; and

WHEREAS, a selection committee consisting of Town staff selected Stantec as the qualified firm to provide a scope, workplan, and timeline for review; and

BE IT RESOLVED by the governing body of the Town of Wake Forest hereby authorizes the Town Manager to execute a contract with Stantec for the S. Main Street Access Management Study.

Adopted and effective this the ____ day of _____ 2023.

Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary

Hassan Kingsberry

Town Clerk

Town Attorney

Main Street Access Management & Complete Streets Study, Wake Forest

Scope of Services:

April 28, 2023

Project Management

The following elements and deliverables are described in more detail to improve the overall quality of the project and incorporate innovative approaches into the planning and design process. It is a fluid process that can easily be modified to meet variable input received by stakeholders in a dynamic planning process while maintaining an efficient schedule. Our process links land use and transportation planning, allowing for infrastructure enhancements to fully support the community's vision.

This study process will focus on Main Street from US 1 to NC 98. The outcome of this process is a practical, place-based plan that is more sustainable over time to help guide development activity while transforming the physical transportation infrastructure. Our approach permits the Town to **advance toward implementation much quicker** than conventional planning and design processes.

Our philosophy: Understanding the Wake Forest community, Main Street corridor context, and that NCDOT is owner and maintains the corridor, our approach (described in the following section) will be to develop alternative strategies that are context sensitive and look at the corridor holistically, not just what happens between the curb-lines. However, as you have alluded to in your well-defined RFQ, the biggest challenge of this project is not the engineering design; rather, it is **managing expectations of the public and key stakeholders**.

With this in mind, the following approach builds upon your scope tasks as well as our follow up discussions and incorporates the WF Community Plan, corridor development/redevelopment, resiliency, and sustainable design approaches, as well as innovative outreach tools that we have used with great success on several dozen other similar projects.

Our management plan process includes the proactive and continual communication between the Client - Project Management Team (PMT) and the Consultant team. **Mike Rutkowski, PE, AICP**, will serve as **Project Manager** and your overall point of contact, leading the consultant team through all tasks and project milestones. **Tucker Jarvis, PE**, will be the **Technical Design Lead**, providing technical oversight of the design tasks.

Project Administration.

The Consultant will prepare a Project Work Plan (PWP) and milestone schedule (updated bimonthly), as well as invoices, that include a task breakdown of expenditures and brief progress report highlighting task and sub-task progress. The schedule for this study is assumed to be a 9 - 10-month period of performance.

Deliverables: Project management and logistics, Project Work Plan, kickoff meeting, client calls/meetings/work session, meeting notes, invoicing, reporting, etc.

TASK 1: REVIEW OF EXISTING PLANS + CONCURRENT PLANNING EFFORTS

We utilize an assembly and analysis of existing traffic, congestion, and safety data to yield a deeper understanding of mobility issues and constraints, along with land use implications for mobility. During the project's early stages, we will establish a baseline condition summary for discussion with the public and stakeholders through a review of existing conditions. This effort should include the following: roadway characteristics and infrastructure, traffic and crash data, bicycle and pedestrian facilities (i.e., or lack of) and trail connections, MMLoS analysis, transit frequency, corridor lighting and amenities, stormwater issues, planned improvements, quality/level of service analysis, signal operations, and existing land use conditions and destinations along the corridor. Stantec maintains a national **StreetLight data*** license to access origin/destination and demographic data for actual users of the Main Street corridor. Part of this task will be to thoroughly review the Wake Forest Community Plan to better understand the development context along the Main Street corridor. This may include scale, character and density of future redevelopment as well as anticipated

activity center nodes and TOD integration.

Plan Review.

Prior planning efforts provide a much-needed context for community vision, goals, and multimodal initiatives from the recent past. A desktop review of prior plans is an essential part of the initial data assembly process, and we will rely on the Client and staff members to validate a full list of plans, policies, and programs for review, including:

- Wake Forest Community Plan (2022)
- Comprehensive Transportation Plan (2021)
- Renaissance Plan (2017)
- Historic Preservation Plan (2012)
- Approved digital Site Plans (as of April 2023)
- Existing Market Analysis (if available)

Deliverables: Plan and project review; streetlight data; existing roadway characteristics; approved site plans (digital)

TASK 2: ANALYSIS OF EXISTING CONDITIONS, TRANSPORTATION SYSTEMS EVALUATION + PROBLEM DEFINITION

The consultant will conduct both field (street inventory) and third-party data reviews to produce base mapping and complimentary datasets for the full length of the Main Street Corridor study area. Coordination with the Planning/Public Works/Engineering/P&R/NCDOT will be conducted to determine a list of data needs/availability, which will be transmitted electronically to the Consultant. The outputs of this task include developing baseline analyses and mapping that will be used to identify issues and measure against future recommendations in subsequent tasks.

We will develop a **Corridor Profile** of the entire corridor that illustrates changes relative to design features, contextual changes, modal components, land use and right of way. This tool is very effective to better understand significant changes in context along the corridor. Elements like speed limits, crashes, ROW, sidewalks, lighting, development density, laneage, origins-destinations, etc., are typically included. This subtask will include *speed measurements* along specific segments to better understand travel speeds and driver behavior.

Access management and connectivity will play a key role in the performance of the Main Street corridor. Part of the street inventory will include an analysis of access and connectivity including driveway frequency, opportunities for driveway consolidation, cross access and back door access as well as collector street connectivity through redevelopment. The team will review local ordinances to better understand the regulatory requirements.

An environmental screening will be prepared to evaluate key issues relative to social, environmental, and natural resources along, and within, a ¼ mile of the corridor. Considerations for permitting issues and water quality that may have an impact to the corridor improvements will be included.

This task will also include obtaining any related feedback along Main Street via the Town's "See-Click Fix" platform, as available.

Deliverables: Street inventory (2 miles); traffic volumes; V/C; crash data; GIS data; base mapping, plan(s) review; speed measurements; demographics; system deficiencies; access management. Includes field review and photographs. Prepare mapping and write-up for existing conditions.

Task 2A: Traffic Operations/Modeling and Through Trips We will need to validate available turning movement data (ADT, VHT, VMT and hourly) as well as Synchro files from the Client/NCDOT. We will also obtain available data, traffic forecasts, and travel model performance and output from NCDOT in relation to the US 1 (U-5307) corridor analysis and any related traffic analysis for Main Street. Note: CAMPO/TJCOG/ITRE are currently in the process of updating the Triangle Regional Model (TRM). The Consultant/Client will obtain the latest version/output

of the TRM as available for use in this study.

Design concepts for related TIP projects will be obtained and reviewed. We will also use available **StreetLight*** data to better understand actual travel characteristics during peak and off-peak periods, congestion, bottlenecks, and operational performance.

Deliverables: Key intersection turning movements and Synchro files will be reviewed as well as additional travel data provided by Client or NCDOT. Review Synchro analysis (as available) on key intersections for base year and design year. Prepare mapping and write-up.

Task 2B: Multimodal LOS

The Consultant will develop a multimodal LOS summary for the base year for all modes of travel (auto, bicycle, pedestrian and transit) using the FHWA/FDOT module. The analysis will include the fixed route transit service along Main Street. As scenarios are developed, the base performance will be quantitatively compared to the recommended alternative scenario.

Deliverables: Multimodal LOS analysis

Task 2C: Freight and Crash Analysis

Crash data and freight routing will be provided by NCDOT or the Client; the Consultant will utilize this information to develop locations and causational factors for high-crash locations and design constraints pertaining to truck turning movements.

Deliverables: Freight routes; crash analysis (type, frequency, causational factors, etc.). Three-year crash data provided by NCDOT, travel projections, intersection performance, MMLOS and corridor performance.

TASK 3: FUTURE CONDITIONS + DEVELOPMENT TRENDS

Task 3A: Traffic and Travel Demand Modeling

Based on the travel information and characteristics obtained in Task 2 there may be a need to validate or update the future travel forecasts along the corridor. We will use available travel demand model outputs (provided by CAMPO) as well as coordinate traffic parameters with the Client to validate future traffic and operational characteristics.

This task will analyze long term impacts on commuting because of growth and development. It will also consider new services planned for alternative transit/commute options.

Deliverables: Future traffic volumes.

TASK 4: PUBLIC ENGAGEMENT

The Town of Wake Forest recognizes that public engagement and stakeholder collaboration is a key component to the success of the Main Street project. The engagement goals for the project should be to build trust, educate and inform, receive input, engage people, and build partnerships. Our team has developed a public engagement strategy that has proven great success in previous projects.

First, we will brand the Main Street project and develop an interactive webpage (hosted in Town website) and social media platform (working with the Client) that includes an educational campaign about the project need, the planning process, and how to get involved. Second, we will schedule corresponding public workshops and stakeholder outreach strategies throughout each phase. Finally, our team will be hyper-focused on listening and documenting what we hear throughout the engagement process, incorporating this feedback into the design process and sharing how input was used. Ultimately, we want to gain "Informed Consent." We won't guarantee 100% consensus, though we will encourage people to participate so that they feel like they have been part of the decision process.

The Consultant will communicate with the Client at key points in advance of major events during the planning process and conduct regular progress meetings.

Deliverables: Project Symposium (early); Client Work Session; Open House (late-present recommendations); two Board Briefings (Client); Focus Groups/Stakeholder Interviews (virtual); project webpage (with link to ARC GIS interactive mapping); Public Survey; Business Survey; summary; and Guiding Principles. Includes prep, mapping, and facilitation.

Task 4A: Project Management Team

The Client will create a Project Management Team (staff, Department representatives, etc.) at the outset of the project. The PMT will be responsible for guiding the planning process and providing feedback on the deliverables as well as coordinating outreach efforts. Team membership will be selected by the Client and may include select staff, planning and engineering representatives, and/or NCDOT. The Consultant will coordinate (calls/meetings) with the PMT on a monthly or bimonthly basis throughout the planning process.

Task 4B: Public Engagement Strategy

Our team will coordinate with the Client/PMT to identify key issues to resolve, favorable meeting locations, refine engagement methods, identify hot button issues, and expand the stakeholder list. The engagement strategy will include a list of study issues, an event schedule, key messages, communication protocols, a list of stakeholder groups, draft surveys, and annotated meeting agendas. The process will incorporate the development of a decision statement to be used on the project webpage and in all meeting materials.

Task 4C: Engagement Techniques

The following engagement techniques will occur during each phase of the project: Existing Conditions/Due Diligence, Feasible Alternatives, Preferred Alternative, the Design Concepts, and Phasing/Costs.

Communications.

The Consultant will develop a vision for Main Street, create Guiding Principles, and maintain social media accounts (Client). The Town's Communications Department will create a project logo and a messaging strategy for the project. The webpage and social media presence will be a platform for two-way discussion, demonstrating the project's transparency and responsiveness, and providing another avenue to receive input. We propose that a member of the Town's Public Relations/Communications Dept. participate on the PMT and be involved with the communications strategy (i.e., main contact for media) throughout the project.

Webpage.

The project webpage (incorporated on town website) will educate stakeholders about the project history and purpose through narrative, images, and message posts. It will summarize the project's Guiding Principles, planning process, post-study findings, and advertise engagement opportunities. It will also solicit input using interactive mapping (ARC GIS Online platform), surveys, and comment forms. Public workshop presentations will be uploaded on the website. Taken together, this website will provide for a robust and transparent planning process. The **online interactive mapping** is a powerful off-the-shelf, interactive web tool that will identify problem areas and generate discussion threads.

Stakeholder Group Database.

The Consultant team/Client will develop an extensive email list (with assistance from the Client) for the project. We will start by compiling an existing list (Client) and the project webpage will provide an option to sign up. These groups may include: Emergency/Fire & Rescue; Chamber; Economic Development; P&R; Planning & Commissioners; businesses; Bike-Ped Advocates; Historic preservation; neighborhood associations; NCDOT; and Public Art Commission/ Beautification.

Public Workshops.

Each of the two public workshops will be designed to share information, interact with participants, and encourage maximum participation.

PUBLIC WORKSHOP #1: PROJECT SYMPOSIUM

The first public meeting will be an interactive session to gauge community feedback. It will focus on the project history, a validation of the problems, barriers and potential solutions for Main Street. The meeting will include local/national experts to engage the community and discuss success stories from around the nation about creating great streets, modal choices, equity, walkable communities and the value of access management. The event may include an interactive mapping exercise to build excitement, identify key issues, and solicit ideas. A “tradeoffs” exercise using **Instant Polling**, will invite participants to identify multimodal connections, problem areas and prioritize modes. A **Visual Preference Survey** will allow participants to identify specific design features that they would like to see throughout the corridor.

PUBLIC WORKSHOP #2: FINAL PUBLIC MEETING

This meeting (typically scheduled two months after design concepts and Client work session) will focus on the refined design concepts that came out of the first phase. Two alternative concepts will be presented to participants. This meeting may include establishing priorities and voting on preferences for a preferred alternative. It’s also an opportunity to discuss next steps, phasing, cost estimates and implementation.

It is intended to be a celebratory event that motivates the participants into action. Stantec has extensive experience working with our clients to look at opportunities for funding and leveraging private interest to move projects towards implementation, if needed.

Surveys.

A public survey and business survey will be implemented during the project. The first survey will address existing issues, opportunities, a problem statement as well as identified needs; a second survey (business oriented) may be used during the initial phase and specifically tailored to business needs. We will promote the surveys through the project webpage, stakeholder database, community liaison, and social media in collaboration with the Communications Department lead.

Focus Groups/Stakeholder Interviews. (up to 6)

Focus groups will delve deeper into design issues and how to mitigate them during the alternatives development and preferred option; these groups may be organized by geography or topic area. Most of the interviews and group meetings will occur virtually. Logistics for these calls will be handled by the client. Findings from stakeholders who were interviewed will be incorporated into the public engagement summary.

Client Work Session

We would highly recommend a Client Work Session as a part of the planning process. This session would focus on the two alternatives development (see Task 6A). Each alternative will be defined relative to modal treatments/facilities and access management. The goal is to focus on the design details and selection of the Preferred Alternative strategy.

WALKING/RIDING AUDIT (1)

Walking/riding audits are a powerful tool for people to better understand how it feels to be a pedestrian, bicyclist, transit user or someone with a disability. It presents an opportunity to discuss qualitative issues such as comfort, safety, and aesthetics.

A one-hour walking/riding tour will be conducted during the first phase of the project, typically concurrent to or same day as the Project Symposium. The PMT will be highly advised to participate.

TASK 5: PERFORMANCE STANDARDS + IMPLEMENTATION STRATEGIES

Performance standards and metrics will help guide development and transportation improvements along the corridor. These may include transportation performance measures like operations, safety, and multimodal characteristics, along with land use, water quality, development-related issues, and return on investment. The strategies will incorporate a variety of techniques with suggestions for implementation along the various segments of the corridor. This includes phases or segments of the corridor implementation consistent with the NCDOT Strategic Prioritization Office of Transportation (SPOT) prioritization, in addition to inclusion in Statewide

Transportation Improvement Plan (STIP) updates.

Deliverables: Performance based metrics for transportation and development; SPOT prioritization; TIP phasing; cost assessment

TASK 6: ALTERNATIVE EVALUATION + STRATEGY DEVELOPMENT

The Consultant will evaluate potential recommendations against existing resources and constrained properties. This will, based on public and stakeholder inputs, demonstrate best development practices (consistent with the Wake Forest Community Plan) through the creation of a catalyst site. The site will visually convey recommendations for preserving capacity, increasing safety, improving aesthetics, and promoting economic vitality along the study corridor.

Deliverables: Natural/environmental screening; develop catalyst site (site plan and renderings)

Task 6A: Corridor Alternatives

This task will include the baseline assessment and evaluation of two unique alternatives for the Main Street corridor. We will meet with the Client to thoroughly vet these alternatives (see Client Work Session) and related assumptions and review a complete set of alternative recommendations along the study corridor. The following alternatives may be included and are subject to change based on Client preference:

- Alternative 1: within current right-of-way (context sensitive design)
- Alternative 2: without ROW constraint

It is anticipated that these two alternatives will be vetted for the study. This will include potential right of way and utility impacts, access management (driveway consolidation, median use, etc.), cross sections including recommendations for pedestrian/ bicycle/ transit facilities, right of way and construction cost estimates, and potential environmental and human impacts.

Deliverables: Corridor typical sections by transitional segments; spacing standards; alternatives analysis; and tradeoffs comparison

Task 6B: Multimodal Element (Bicycle, Pedestrian, Transit, Micromobility, etc.)

This task will be led by teammate *Matt Hayes* from Alta Planning + Design. The Consultant will consider public input, field observations, and other information to produce a complete set of recommendations to encourage and promote safe bicycle and pedestrian travel, and high priority transit use. Additionally, the corridor is currently served by transit. Accessibility of transit stops/shelters and lighting will be reviewed to produce a detailed set of recommendations that will be incorporated into the final roadway corridor conceptual designs.

Complete Streets Analysis.

We will conduct a comprehensive Complete Streets analysis in a context-sensitive manner, cognizant of the transitional segments to the Main Street corridor. Methods for improving bicycle and pedestrian connectivity are important to take advantage of opportunities for shorter trips that can be made on foot or bike, rather than by automobile.

A close examination of poorly designed intersections like US 1/Capital Boulevard and Forestville Road can help identify barriers to active transportation. Streets that are equitably designed with walking and biking in mind – as well as personal security, safety, and valuing economic benefits to local businesses – work together to create a whole greater than the sum of the individual design components.

This task may include incorporating design considerations like green infrastructure, stormwater BMPs, pedestrian-level lighting, street trees, streetscape elements, and other sustainability initiatives.

Deliverables: Complete Streets analysis; sustainability; Best Practices and streetscape element

TASK 7: DESIGN EXPECTATIONS, CLARIFICATIONS/ RECOMMENDATIONS

As a final phase of the alternatives analysis, conceptual designs will recommend physical changes to improve capacity and increase safety and the level of accommodations for various users (multimodal). Supplementing this design will be: cross-section diagrams; congestion/access management; descriptions of parallel access and signalization; and crash countermeasures derived from data and findings summarized previously. We will look for innovative ways to compare the likely costs of the different alternatives, as well as how each alternative conforms to the standards developed in this study.

Deliverables: Laneage, turn lanes, and multimodal treatments (bike, ped, transit); median use; signal spacing; crash remedies and catalyst site (development)

Task 7A: Preferred Access Plan (1)

The Consultant will develop a corridor map (ArcGIS Online and Adobe Illustrator) highlighting cross-access, signalization, and other changes designed to improve cross-street access and connectivity. Based on the actions of prior tasks, the Consultant will prepare two alternative concept designs of the corridor and include detail of the major components of these two products.

Deliverables: Schematic mapping of changes to access, connectivity, signals, intersections, spacing standards, etc.; multimodal connectivity and facilities (bike, pedestrian, transit, and roadway), streetscape elements, lighting, and utilities. This includes Typical Sections (2 Alt.).

Task 7B: Transportation Concept Designs (2)

Concept Designs (for two Alternatives – see task 6A) will be prepared for the corridor using MicroStation or CAD to include potential retrofit recommendations. Available elevation LiDAR data resources will be obtained from the State of North Carolina (Emergency Management), where applicable. This plan view may include key design features for laneage (including locations of curb and gutter), access management (i.e., use of medians, cross-access, driveway consolidation, etc.), bike-ped amenities (crosswalks, mid-block treatments, etc.), transit facilities, sidepaths, trail connections, and streetscape/pedestrian lighting.

This entails having planners, engineers, landscape architects, and urban designers in collaboration and focusing on testing ideas and developing **Design Concepts** (i.e., 15% CAD/MicroStation design), renderings, and “before & after” photo simulations of the corridor improvements. This will include the analysis of alternatives and weighing trade-offs against the ideas and priorities developed in the first phase.

Deliverables: Two Alternative concepts for entire 2-mile corridor highlighting bike, pedestrian, transit provisions, key intersections, use of medians, streetscape and connectivity (15% level of design)

Task 7C: Quantities and Construction Cost Estimates (2)

The Consultant will prepare an opinion of probable construction costs for the recommendations contained in the project conceptual design. Planning-level unit cost estimates will be based on best available data, preferably obtained from the Town/NCDOT.

Deliverables: Based on approved Town/NCDOT unit costs and Concept Design quantities

TASK 8: IMPLEMENTATION PLAN

An implementation strategy will guide development and transportation infrastructure improvements along the corridor, including specific policy and infrastructure implementation guidance that can be used locally and regionally to implement the recommendations. Key elements may include development requirements, permitting, utility considerations, cost analysis, and project phasing.

Task 8A: Funding Strategy

The Consultant will identify key funding strategies and sources and briefly describe the project elements that should be highlighted (e.g., focusing on connecting jobs and communities in Build Grant applications). The purpose would be

to help identify and prioritize funding sources, including opportunities for private investment/participation.

Deliverables: An overview of applicable funding strategies, applicability, key considerations, etc.

Task 8B: Implementation Matrix and Capital Improvement Priority Plan

The Consultant will use construction cost information and prioritization information to create a matrix of individual project recommendations and priorities that form logical groupings, or tiers of priority. A cost-basis analysis may be conducted to understand which project tiers are the most viable and provide the highest benefits (operational, multimodal, congestion, etc.) for the lowest capital costs.

Deliverables: Mid- and long-term phasing of improvements based on available data, including project description, cost, time frame and responsible parties. A cost assessment may be conducted to help determine prioritization.

TASK 9: PLAN REPORT

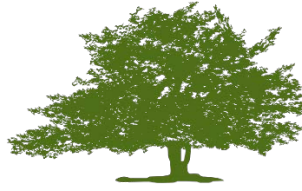
The final project workbook will have an emphasis on graphics and be relatable to a broad audience (public, stakeholders, elected officials, etc.).

Key elements will include:

- Comments received and responses
- Traffic assessment
- Alternatives explored
- Sustainability initiatives and best practices incorporated
- Planning-level environmental analysis of impacts
- Alternatives detailing data, maps and graphics
- Concept designs (2)
- Implementation/action plan and policy measures

Deliverables: Workbook will provide a summary of existing conditions, graphics, illustrations, traffic analysis, recommendations, concept designs, funding, and implementation strategy. Final production will include one digital file on CD or flash drive.

Wake Forest Main Street Corridor Study					
Fee (not to exceed) Worksheet - April 27, 2023					
Task Number & Description	Consultant Team			Total Consultant Hours	Total Consultant Dollars
	Project/Asst. Manager	Senior Planner/Engineer/Modal Specialist	Planners/GIS/Urban Designer		
Main Street Complete Streets Corridor Study					
Task 0 - Project Management/Admin/Meetings & Communication	58	12	12	82	\$14,850
Task 1 - Plan Review	4	10	24	38	\$5,620
Task 2 - Analysis of Existing Conditions (baseline conditions)	8	28	72	108	\$15,760
Task 3 - Future Conditions	6	10	16	32	\$4,930
Task 4 - Public Engagement	44	52	120	216	\$33,100
Task 5 - Performance Standards	4	8	8	20	\$3,140
Task 6 - Alternative Evaluation (2)	20	38	68	126	\$19,160
Task 7 - Corridor Design Recommendations (2)	44	92	190	326	\$48,950
Task 8 - Implementation Plan	6	12	16	34	\$5,250
Task 9 - Plan Report (Documentation/Presentation)	16	60	80	156	\$23,520
Total Project Expenses (incl. production)			\$720	1138	\$174,280
Total Project Fee					\$175,000
Assumptions: Expenses include travel, meals, plotting, printing, board mounting, website/WikiMaps cost, database costs, Survey Monkey, etc.					
Assumptions: 10 month duration					



TOWN *of*
WAKE FOREST

REQUEST FOR QUALIFICATIONS (RFQ #22-0004)

TOWN OF WAKE FOREST S MAIN STREET ACCESS MANAGEMENT STUDY

DATE ISSUED

Monday, February 13, 2023

QUESTIONS AND CLARIFICATIONS DUE DATE

Friday, February 24, 2023
2:00 p.m.

DUE DATE

Friday, March 10, 2023
2:00 p.m.

E-Mail Address Submittal (Preferred)

bwest@wakeforestnc.gov

Physical Acceptance Location (flash drive only)

Town of Wake Forest Town Hall
Attn: Brad West, Long Range Planning Manager
301 South Brooks Street,
Wake Forest, NC 27587-2901

Mailing Address (flash drive only)

Town of Wake Forest Town Hall
Attn: Brad West, Long Range Planning Manager
301 South Brooks Street
Wake Forest, NC 27587-2901

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Notice

The Town of Wake Forest (as referred to as “the Town” or “Wake Forest”) is soliciting Statement of Qualifications from firm(s) or organization(s) qualified to provide professional services in its effort to prepare an Access Management Study. The project will result in a study focused on the South Main Street corridor in Wake Forest that carefully analyzes access points and their conflicts with traffic flow and multi-modal networks, outlines key challenges, and presents a set of recommendations aimed at mitigating these challenges.

The Town seeks to identify qualified consultants who have robust knowledge in developing implementable plans/studies, experience with public meetings and outreach, quality graphic design abilities, conceptual rendering capabilities, and project and time management. All respondents to this Request for Qualifications (RFQ) are subject to the instructions communicated in this document and are cautioned to completely review the entire RFQ and follow instructions carefully.

I. Background**Town of Wake Forest**

Wake Forest is part of the Research Triangle, one of the fastest growing regions in the country, and located minutes from Raleigh, the state capital. In the past few decades, Wake Forest has transformed from a small, rural town into a thriving suburban community with an estimated population greater than 50,000.

Study Area

S Main Street, also known as US1 Alternate, is a NCDOT controlled roadway running from US1 to South Avenue in the historic Wake Forest core. This study will evaluate a portion of the corridor from US1 to the NC98 Bypass and includes a Study Listed Historic District as well as properties that are listed individually in the National Register of Historic Places and/or Local Historic Landmark Properties.

The S Main Street corridor cross-section varies and includes on-street bike facilities of non-contiguous segments between Rogers Road and Hwy 98. Sidewalks and a located bus service (the Loop) are included along portions of the corridor too.

As one of the major vehicular connections in Town, the corridor is heavily trafficked, and the uncontrolled access has created significant safety concerns throughout the corridor. The 2019 Comprehensive Transportation Plan indicated high levels of crashes on the corridor.

II. Study Objectives

The Study has two main objectives:

1. **Evaluate existing roadway conditions and multi-modal access on the corridor.** The Study should evaluate existing roadway capacity and volume, safety, future traffic growth, impacts to cultural and historic resources, and multi-modal access.
2. **Develop a conceptual design.** The Study should provide a high-level concept design of the entire corridor with recommended solutions for access management, intersections, and multi-modal connectivity along the corridor.

III. Scope of Services

The S Main Access Management Study should include the following information and analysis. Alternative services and deliverables may be proposed on evidence of the need to meet the purpose of the RFQ. RFQs that do not include all tasks will not be considered.

Task 1 - Project Timeline

- Develop an estimated timeline for the duration of the project. The timeline should include project phasing for primary tasks, key deliverables, community engagement meetings, presentations to the Planning Board and Board of Commissioners, and staff review periods for deliverables.
- Develop a corresponding work schedule that demonstrates how the submitting firm will manage its responsibilities and work scheduled to be performed, including work of and with Town personnel.

Task 2 - Public Outreach

- Develop a Public Involvement Plan (PIP). The PIP will need to address any planned outreach events for the Plan, including surveys, the use of social media, pop-up events, stakeholder interviews, open houses, public meetings, and public hearings. The PIP will need to address equitable outreach and targeted engagement to business owners and other groups impacted by the study.
- Conduct an online survey to gather community input. The consultant should design an online survey to be hosted on the Town's engagement platform. The proposal should address other methods of distributing surveys to reach targeted groups and vulnerable populations. Data collected and any results will need to be provided to Town staff.
- Conduct stakeholder interviews with internal and external stakeholders to understand the transportation issues and concerns along the corridor, including an open house for affected property owners.

Task 3 - Evaluate Existing Plans

- Review adopted and proposed plans for transportation and land use recommendations along the corridor or adjacent to the corridor. The consultant team, at a minimum,

should review the following: Wake Forest Community Plan (2022); Wake Forest Comprehensive Transportation Plan (2019); Wake Forest Historic Preservation Plan (2022); and Plans for the Capital North Upgrade (STIP U-53017)

Task 4 - Existing Conditions & Technical Analysis Report

- Analyze relevant demographics of the Town.
- Analyze the existing and future land uses identified in the 2022 Wake Forest Community Plan to understand future transportation needs and demands on the corridor.
- Analyze the existing capacity and volume of the corridor using the most recent Triangle Regional Model for current year and 2050.
- Review and/or collect transportation data to examine access management, mobility, transit, safety, crash data, bike and pedestrian infrastructure, multi-modal connections, and circulation issues of all modes of transportation.
- Provide an inventory of existing and approved (non-constructed) access points along the corridor.
- Review recent TIAs, traffic counts, and approved developments to understand current and future traffic demands.
- Gather and examine data on existing right-of-way and utilities located along the S Main Street.
- Inventory and review areas of significant cultural, historic, and environmental significance. The report should at a minimum note impacts to any historic properties and districts, natural areas, wetlands, flood zones, and waterways.
- Develop and present the Existing Conditions & Technical Analysis Report to the Planning Board and the Board of Commissioners. Two staff review cycles should be included during the review.

Task 5 - Conceptual Design Alternatives

- Prepare, at a minimum, two alternate concept-level design plans that address access management, transit stops, multi-modal design, safety improvements, and impacts to cultural and historic resources. At least one of the concepts shall focus on utilizing existing right-of-way and easements.
- Develop a list of pros, cons, and potential cost of each design alternative.
- Develop and present the design alternatives to the Planning Board, Board of Commissioners and the public for feedback.

Task 6 - Final Study Document

- Develop an action item matrix for implementation of the S Main Access Management Study.
- Develop a Final Study document that incorporates the preferred concept for the corridor and present the Final Study document to the Planning Board and the Board of Commissioners.

Each task shall be combined and form the basis for a comprehensive report titled “Town of Wake Forest S Main Street Access Management Study,” which clearly defines the Study’s preferred conceptual design and implementation of that design. The Study will be subjected to two Town staff reviews, and Town staff will advise the consultant of needed changes. When the changes are finalized, the consultant will be advised to produce a draft for presentation to the Planning Board and Board of Commissioners. Staff will also review the draft presentations and advise the consultant of any needed changes. Following the presentation(s), additional review cycles may be necessary to incorporate any recommended Board changes.

IV. Content and Format of Qualification Package

Firms submitting qualifications shall have no association with elected or appointed officials that could be considered a conflict of interest. Any such relationship will subject the firm to immediate disqualification in consideration for this project. A selection committee will evaluate the submittals and may elect to select the most qualified firm based on the responses as submitted or elect to conduct interviews with multiple firms prior to recommending a firm.

The submission shall be a maximum 20 pages front and back or 40 pages single-sided. Only digital Work Samples, which are excluded from the page limit, will be accepted. Submittals shall include the following:

Letter of Interest:

The letter of interest provided in the submission shall include the following:

- The name and address of the prime consultant and the state in which it is incorporated and chiefly located.
- The name and address of each sub-consultant and the state in which each entity is incorporated and chiefly located, if sub-consultant is part of team.
- A brief description of the proposer (prime and sub-consultants, if applicable), and its interest in performing the required professional services.
- The name, address, phone, and e-mail address of the designated contact for the proposer (prime consultant).
- A statement indicating any judgments against the proposer (prime, sub-consultants, and third-party consultants) within the last five (5) years, or pending litigation, related to professional conduct or services.
- Acknowledgement of all addenda to the RFQ document, if applicable.
- Signature of a duly authorized official of the consultant firm or other person fully authorized to act on behalf of the firm or team.

Firm and Staff Qualifications:

The submission shall include a general description of the firm and its background as it relates to this project. Specific information regarding the firm and staff shall be submitted and include:

- Information regarding the firm's previous experience with similar or related projects, performed within the last 5 years, including a brief description of these projects and project staffing.
- Information on the firm's (including subconsultants, if applicable) previous experience successfully engaging communities.
- Information demonstrating the firm and staff capabilities to perform all aspects of this project.
- Information regarding the expertise and experience of staff person(s) assigned to work on the project. It should also contain specific proposed responsibilities of the project staff person(s).
- A description and organizational chart showing the structure of the proposer's team, inter-relationships, areas of responsibility and the names and current professional licenses of key personnel assigned to the project along with their areas of responsibility. Note: no substitutions to the proposed project team of the selected firm(s) can be made without the prior written approval of the Town .
- Information on the current and projected workload of key staff to be assigned to this project, including level and magnitude of involvement.
- The firm and staff qualification information for each sub-consultant, a description of the services the firm performed, as well as related projects and references, if sub-consultant is part of team.
- Three references including client name, address, contact person, telephone number, email, project start and end date as well as a project description. References should be for similar or related projects on which key staff that are proposed for this project have worked.

Project Approach:

The submission shall include a response to each task in the Scope of Services and identify how the requirements will be met. Each response will also include, but is not be limited to, a detailed statement of how the submitting firm intends to approach the work required.

Anticipated Schedule:

The submission shall include an anticipated schedule with the timeframe for each task incorporated. The submission shall demonstrate how the submitting firm will manage its responsibilities and work scheduled to be performed, including work of and with Town personnel.

Work Samples:

The submission shall include three recent work samples of access management plans/studies relevant to the Town's proposed scope of services in terms of corridor scale and study objectives. These examples should showcase the graphic communication and conceptual design skills of the project team. Work samples must show graphics and layout that can be performed by the consultant team listed in the proposal.

V. Submittal Process Details

Firm selection will be based on content, completeness, and presentation of information contained within the submittal package, consisting of the letter of interest, firm (prime and subconsultants)

and staff qualifications and relevant experience, project approach, anticipated schedule, and work samples related to preparing access management studies for comparable jurisdictions as detailed in the Evaluation Criteria section of this RFQ.

The Town of Wake Forest reserves the right to reject any responses to this RFQ that do not comply with the content and format of proposal requirements. The Town can also conduct discussions with any or all respondents. The Town accepts no financial responsibility for any costs or expenses incurred by any entity in responding to this RFQ. All submissions may be kept by the Town and may be disclosed to third parties at the Town's discretion.

VI. Questions and Clarifications

All questions shall be submitted to Brad West, Long Range Planning Manager, via email (bwest@wakeforestnc.gov), no later than 2:00 p.m. on Friday, February 24, 2023. Questions submitted later than this deadline will not be considered. An addendum with questions and answers, if necessary, will be published on the Town website by 5:00 p.m. on Monday, February 27, 2023.

VII. Statement of Qualifications Submittal

The deadline for firms submitting qualifications is 2:00 p.m. on Friday, March 10, 2023. No submissions or supporting documents will be accepted after this deadline. Submittals may be emailed to bwest@wakeforestnc.gov or delivered to:

Physical Acceptance Location

**Town of Wake Forest Town Hall
Attn: Brad West, Long Range Planning Manager
301 South Brooks Street, Ground Floor
Wake Forest, NC 27587-2901**

Mailing Address

**Town of Wake Forest Town Hall
Attn: Brad West, Long Range Planning Manager
301 South Brooks Street
Wake Forest, NC 27587-2901**

Submittal packages should be enclosed in a sealed envelope marked **REQUEST FOR QUALIFICATIONS # 22-0004 –TOWN of WAKE FOREST S MAIN ACCESS MANAGEMENT STUDY** to the attention of Brad West, Long Range Planning Manager. All proposal packages and materials submitted hereunder become the exclusive property of the Town of Wake Forest.

VIII. Anticipated Schedule

- 02/24/2023: Questions and clarifications deadline
- 02/27/2023: Questions and clarifications response
- 03/10/2023: Submission deadline
- 03/13/2023 – 03/24/2023 Selection committee review of submittals
- 04/03/2023 – 04/07/2023: Virtual interviews conducted with selected consultants, if necessary
- 04/14/2023: Highest ranked firm notified
- 05/05/2023: Contract finalized
- 05/16/2023: Board of Commissioners Contract approval
- 06/01/2023: Project commences

IX. Selection Process

This RFQ provides information necessary to prepare and submit qualifications for consideration and ranking by the Town. It is the intent of the Town to appoint a selection committee to review the submitted Statements of Qualifications. This committee will review each qualification submittal and rank the submittal based on the criteria requirements specified within this RFQ. The Town may invite firms for interviews, but this is not a required step in the selection process. At the conclusion of the interviews (if held), the selection committee will rank the firms based on the selection criteria and the interviews. The Town will provide written notification to all firms regarding final selection by May 5, 2023.

Upon completion of the selection process, the highest ranked firm will be asked to submit a fee proposal to begin contract negotiations for a fair and reasonable price. By submitting their Statement of Qualifications in response to this RFQ, respondent accepts the evaluation process as outlined in the following section, acknowledges, and accepts that determination of the “most qualified” firm may require subjective judgments by the Town.

X. Evaluation Criteria

1. Qualifications of the Firm: Outline and specify the qualifications of the firm to provide the requested services as outlined in the scope of work. This shall include any sub-consultants that may be part of the team, if applicable. (20%)
2. Overall Qualifications of the Project Manager and Project Team: Clear identification of the project manager and team personnel that will be assigned to the project. This section shall include the demonstrated project management and quality control methods employed by the team. (25%)

3. Project Approach and Project Understanding: Preference shall be afforded to those firms that, in the opinion of the selection committee, will be able to adequately respond to requests for consultation meetings or project administration requirements, and firms having a detailed understanding of the project scope and requirements, and firms proposing a reasonable and achievable timeline. (20%)
4. Graphic Communication Skills. Work samples showcase an excellent use of graphics, charts, maps, etc. that easily and aesthetically communicate the technical report and conceptual design. (20%)
5. Relevant Experience. Demonstrate relevant work experience with access management plans in comparable communities. (15%)

APPENDIX A

I. General Contract Terms and Conditions

- The selected firm will report directly to the Town of Wake Forest. The selected firm is to administer the contract and to ensure that all work is performed in accordance with the contract requirements. The selected firm will be responsible for providing engineers, technicians, and sub-consultants with the appropriate skills and qualifications to ensure contract compliance. The firm will be directly responsible for oversight of the project for the Town.
- The selected firm will be notified by the Town and will enter contract negotiations for receiving this work. A professional services agreement will be negotiated with the selected contractor based on the proposed scope of work outlined in their proposal.

II. Communication:

All communication of any nature with respect to this RFQ shall be addressed to the project manager identified earlier in this RFQ. The prospective firms and their staffs are prohibited from communicating with elected Town officials, Town staff, and any selection committee member regarding this RFQ or submittals from the time the RFQ was released until the selection results are publicly announced. Violation of this provision may lead to disqualification of the firm's proposal for consideration.

III. Conflict of Interest Statement:

By submission of a response, the firm agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of firm's services, and (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Town. Firms shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the Town, in consultation with legal counsel, may reject their proposal.

IV. Changes in Personnel:

Changes to personnel on project team(s), particularly a project manager, are to be avoided wherever possible. The selected firm must request in writing to the Town for all changes to project team members. The Town will consider requests and may accept the new personnel changes, or

may deny the request and consequently, the selected firm may no longer be considered for Planning and Design Services with the Town.

V. Trade Secrets and Public Records:

Records received by the Town in response to the Request for Qualifications are public records and subject to public inspection and copying. The Public Records law (N.C.G.S. 132-1 et seq.) authorizes the Town to withhold from public inspection and copying legitimate and properly marked 'trade secrets'. Note that to protect a 'trade secret' detail requirements must be met, such as:

- It is a "trade secret" as defined in G.S. 66-152(3); and
- It is the property of a private "person" as defined in G.S. 66-152(2); and
- It is disclosed or furnished to the Town in connection with a bid or proposal; and
- It is marked as "confidential" or as a "trade secret" at the time of its initial disclosure to the Town.

VI. Submittal Ownership/Costs:

All responses, inquiries or correspondence relating to this Request for Qualifications will become property of the Town of Wake Forest when received. Drawings, tracings, specifications, reports, models, computer discs, renderings, copyrights, and all other documents to be prepared and furnished by the firm pursuant to specific projects undertaken by the successful proposer, are the sole property of the Town of Wake Forest, whether the project for which they are made is executed or not, and may be used by the Town of Wake Forest as they see fit. If such documents are used on another project or for another purpose by the Town of Wake Forest, the firm shall not be responsible for such use, and shall not receive additional compensation. All costs for development of the written submittal and the oral presentation are entirely the obligation of the firm and shall not be remunerated in any manner by the Town of Wake Forest.

VII. Non-Warranty of Request for Qualifications:

Due care and diligence has been used in preparing this RFQ. However, the Town shall not be responsible for any error or omission in this RFQ, nor for the failure on the part of the Firms to ensure that they have all information necessary to effect their submittals.

VIII. Acceptance/Rejection of Submittals:

The Town of Wake Forest reserves the right to accept or reject any or all submittals in whole or in part, with or without cause; to waive technicalities; or to accept submittals or portions thereof which, in the Town's judgment, best serve the interest of the Town.

IX. Equal Opportunity:

The selected firm will ensure that employees and applicants for employment are not unfairly discriminated against because of their race, color, religion, sex, national origin, disability or veteran status.

X. Americans with Disabilities Act (ADA) Compliance:

The Town of Wake Forest will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of a disability. The Town of Wake Forest will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. Town of Wake Forest programs will be available in the most integrated setting for each individual. If any accommodations are necessary for participation in any program or services, participants are encouraged to notify Town staff.

XI. Minority/Women/Small Business Enterprise:

It shall be the practice of the Town of Wake Forest Government to provide minority-owned, women-owned, and small business enterprises (collectively "M/W/SBE") as well as other responsible vendors with fair and reasonable opportunity to participate in Town of Wake Forest's business opportunities including but not limited to employment, construction development projects, and material/services, consistent with the laws of the State of North Carolina. The policy of the Town of Wake Forest prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran's status. It is further the policy of the Town of Wake Forest to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

XII. Title VI:

The selected firm, during the performance of a contract for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Town of Wake Forest (hereinafter, "Town") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when a contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under a contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Town to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Town as appropriate and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of a contract, the Town shall impose such contract sanctions as it or the Town may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under a contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Town may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Town to enter into such litigation to protect the interests of the Town, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

XIII. Financial Capacity:

The selected firm must have financial capacity to undertake the work and assume associated liability.

XIV. Familiarity and Compliance with Laws, Regulations, and Ordinances:

The selected firm shall make itself aware of and comply with and shall cause each of its subcontractors to comply with, all applicable federal, state, and local laws and regulations.

XV. Insurance and Indemnity Requirements:

To the extent permitted by law, the selected firm agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Wake Forest, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, fault, actual liabilities, assertions of liability, expenses, suits, or losses, including all costs connected therewith, which may be asserted, claimed, or recovered against or from the Town of Wake Forest, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the firm.

The selected firm further agrees to purchase and maintain during the life of any contracts entered into with the Town the following insurance with an insurance company acceptable to the Town of Wake Forest and authorized to do business in the State of North Carolina:

- **Automobile:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 each person/\$1,000,000 each occurrence.
- **Comprehensive General Liability:** Bodily injury and property damage liability insurance shall protect the firm from claim of bodily injury or property damage which arises from operations of a contract. The amounts of such insurance shall not be less than \$1,000,000 bodily injury and property damage liability each occurrence/aggregate. This insurance shall include coverage for product/completed operations and contractual liability assumed under the indemnity provision of a contract. The Town of Wake Forest shall be listed as an "Additional Insured".
- **Firm's Professional Liability:** In a limit of not less than \$1,000,000.
- **Workers' Compensation and Occupational Disease Insurance:**
 1. **Coverage A – Worker's Compensation:** Meeting the statutory requirements of the State of North Carolina.
 2. **Coverage B – Employer's Liability:** \$1,000,000 each accident / \$1,000,000 disease – each employee / \$1,000,000 disease – policy limits.

Certificates of such insurance with the Town of Wake Forest listed as Certificate Holder will be furnished to the Town of Wake Forest Purchasing Manager and shall contain the provision that the Town of Wake Forest be given thirty (30) days written notice of any intent to amend or terminate by either the firm or the insuring company.

Randy Driver, Purchasing Manager
rdriver@wakeforestnc.gov
919.435.9474
Town of Wake Forest

234 Friendship Chapel Road
Wake Forest, NC 27587

XVI. Vendor Registration:

The selected firm must be registered with the Town to receive payment for services and/or supplies provided under any Town contract.

XVII. E-Verify:

The selected firm shall comply with requirements of Article 2 of Chapter 64 of North Carolina General Statutes and shall require each of its subcontractors to do so as well.

XVIII. Iran Divestment Act:

The selected firm shall certify that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of a contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

XIX. Divestment from Companies that Boycott Israel:

The selected firm shall certify that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of a contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

XX. Notifications

Addenda Notice:

It is the respondent's responsibility to ensure that all addenda have been received. Please visit <https://www.wakeforestnc.gov/finance/purchasing-warehouse/bids-announcements> for the most current information. An addendum with questions and answers, if necessary, will be published on the Town website by 5:00 p.m. on Monday, February 27, 2023.



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-146-
Submitted by: Jennifer Currin
Submitting Department: Planning
Meeting Date: May 16, 2023

SUBJECT

Consideration of a Resolution to approve the Downtown Plan, Parking Study, and MSD Evaluation scope of work and fee and allow the Town Manager to enter into a contract.

Recommendation:

Item Summary:

ATTACHMENTS

- [BOC Agenda Summary 051623.pdf](#)
- [Contract Resolution.docx](#)
- [Attachment A: Contract Scope & Fee.pdf](#)
- [Attachment B: RFQ#22-0006.pdf](#)

Agenda Item: Consideration of a Resolution to approve the Downtown Small Area Plan, Parking Study, and Municipal Service District evaluation scope of work and fee and allow the Town Manager to enter into a contract.

Agenda Summary: The Town of Wake Forest, through the Request for Qualifications (RFQ) process, has identified the highest qualified team to complete the Downtown Small Area Plan, Parking Study, and Municipal Service District (MSD) evaluation. A Request for Qualification, RFQ #22-0006, was issued on February 6, 2023 and responses were due by 2 p.m. on February 28, 2023. Due to the interrelatedness of these projects (Downtown Small Area Plan, parking study, and MSD evaluation), they were included in one Request for Qualifications versus issuing three distinct RFQs. Staff received responses from 5 firms. A multi-departmental team, including members from Administration, Downtown Development, Planning, and Finance, reviewed the proposals, and the highest qualified team identified was Houseal Lavigne (prime consultant), Toole Design, LS3P, and Noell Consulting Group. The Town of Wake Forest and Houseal Lavigne have agreed upon a scope and price for the project. The Planning Department and the Town of Wake Forest Administration are seeking the Board of Commissioners' support to move forward with the project and permit the Town Manager to enter into a contract.

Attachments: Resolution, Attachment A: Contract Scope & Fee, Attachment B: RFQ#22-0006

RESOLUTION 2023-XX

RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE, ON BEHALF OF THE TOWN OF WAKE FOREST, THE PROFESSIONAL SERVICES CONTRACT FOR THE DOWNTOWN SMALL AREA PLAN, PARKING STUDY, AND MUNICIPAL SERVICE DISTRICT EVALUATION

WHEREAS, the current Renaissance Plan for Downtown Wake Forest was originally adopted in 2004 and updated in 2017; and

WHEREAS, the Municipal Service District (MSD) was established in 1988 and has not been thoroughly evaluated by a consultant since the early 2000's; and

WHEREAS, the Town in preparation of potential development activity that may occur with the multi-modal transportation hub associated with the depot station and private development identified that a parking evaluation is prudent; and

WHEREAS, the Town adopted a Community Plan and Land Use Map, Northeast Community Plan, and Historic Preservation Plan in 2022; and

WHEREAS, it is generally good planning practice to update plans every 5-10 years due to changing planning trends, market conditions, infrastructure changes and changing development patterns; and

WHEREAS, all three projects will impact each other, therefore the Town decided to include them in one Request for Qualifications (RFQ) to realize time efficiencies and cost savings; and

WHEREAS, consistent with the Town's purchasing policy, on February 6, 2023, the Town published a Request for Qualifications inviting interested firms to submit; and

WHEREAS, on February 28, 2023, the Town received a total of five submissions; and

WHEREAS, a selection committee consisting of staff from Administration, Finance, Downtown Development, and Planning reviewed the RFQs; and

WHEREAS, a team of consultants consisting of Houseal Lavigne (prime consultant), Toole Design, LS3P, and Noell Consulting Group were identified as the quailed team to provide a scope of work and fee proposal.

BE IT RESOLVED that the governing body of the Town of Wake Forest hereby authorizes the Town Manager to execute a contract with Houseal Lavigne for the Downtown Small Area Plan, Parking Study, and Municipal Service District evaluation.

Adopted and effective this the 16th day of May 2023.

Vivian A. Jones
Mayor

ATTEST:

APPROVED AS TO FORM:

Theresa Savary
Town Clerk

Hassan Kingsberry
Town Attorney



May 4, 2023

Jennifer Currin
Assistant Planning Director
301 South Brooks Street, Ground Floor
Wake Forest, NC 27587-2901

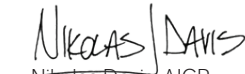
RE: Town of Wake Forest – Downtown Plan Scope, Budget, and Anticipated Schedule

Dear Jennifer Currin,

Houseal Lavigne is pleased to submit this initial proposal for the Wake Forest Downtown Plan assignment as outlined in RFQ #22-0006. As requested, our Project Team has prepared a detailed scope, budget and anticipated schedule for your review.

We appreciate the opportunity to be considered for this important project and look forward to continuing our collaborative planning efforts with you and the entire Wake Forest community on the development of the new Downtown Plan. If you have any questions regarding this submittal, please do not hesitate to contact me.

Sincerely,


Nikolas Davis, AICP
Principal

Houseal Lavigne

188 West Randolph Street, Chicago, IL 60601
(312) 372-1008 ext. 119
ndavis@hlplanning.com



Scope of Work

Houseal Lavigne recognizes the importance of using the planning process to establish consensus and foster a sense of community stewardship for the Wake Forest Downtown Plan. Our Scope of Work ensures that Town officials, staff, residents, property owners, and community stakeholders are engaged in the planning process to help establish a vision and goal-oriented plan, along with actionable recommendations that will help guide future decision-making. We recommend the following seven-step process for the Wake Forest Downtown Plan project.

Step 1: Project Initiation

To kick-off the planning process on the right foot, meetings will be conducted with key Town staff, officials, and an Advisory Group prior to undertaking other outreach activities. After the kick-off for the planning process, our public participation activities will help foster a sense of stewardship for the Downtown Plan.

1a: Town Staff Kick-off Meeting & Project Tour Area

We will meet with Town staff to 1) review and discuss the scope, timeline, and work schedule; 2) obtain data, existing plans, maps, and other documents relevant to the project; 3) discuss the formation of a Downtown Plan Advisory Group; 4) clarify any outstanding matters and share information about potential issues and areas of concern; and 5) confirm format of monthly progress statements with tasks outlined and percentage complete. We will establish bi-weekly progress meetings between the Project Manager and Town staff that will be held throughout the planning process to ensure fluid communication. During this trip, we will conduct a walking/driving tour of the Downtown Plan study area with Town staff to discuss issues and opportunities on site.

1b: Town Department Heads & Downtown Partners Meeting

Immediately following the Town Staff Kick-off Meeting, we will facilitate a meeting with the Town staff, department heads, downtown development manager, downtown organizations and partners, and stakeholders from throughout the Town. Downtown Plan recommendations will have bearing on a wide variety of Town policies and support from all Town departments and partners will be essential for plan implementation. We will work with Town staff to engage representatives from the Town and Downtown partners throughout the process to ensure that the recommendations are meaningful and actionable for all Town and Downtown partners.

1c: Planning Board – Discussion/Project Introduction

We will facilitate a discussion with the Planning Board to introduce our team and solicit their concerns and aspirations for the Wake Forest Downtown Plan. This initial dialogue will inform our approach to the planning process and ensure that issues important to Downtown are identified on the front end. This meeting can also educate officials about the upcoming planning process.

1d: Board of Commissioners – Discussion/Project Introduction

We will facilitate a discussion with the Board of Commissioners to introduce our team and solicit their concerns and aspirations for the Wake Forest Downtown Plan. As the community's policy makers, it is important that the Mayor and Board of Commissioners have a chance to communicate and discuss their issues and concerns at the beginning of the process. This initial dialogue will inform our approach to the planning process and ensure that issues important to Downtown are identified on the front end. This meeting can also educate officials about the upcoming planning process.

1e: Downtown Plan Advisory Group Project Initiation Meeting (Mtg #1)

We recommend the formation of a Downtown Plan Advisory Group to provide a public face to the planning process and demonstrate a commitment on behalf of the Town to seek meaningful input. The Advisory Group should serve as a community sounding board, meeting at key points along the process to discuss issues and overall planning direction and provide feedback for consideration by the Board of Commissioners. Participation in the Advisory Group by members of the Planning Board, Wake Forest Downtown, Inc., Historic Preservation Commission will help develop champions for the Plan and will help ensure that the plan adoption process moves smoothly. Meetings will be conducted with the Advisory Group at key intervals throughout the planning process.

A project initiation meeting will be held with Downtown Plan Advisory Group to set the foundation for the planning process and review and discuss the overall direction and policy issues facing the community. The purpose of this meeting will be to: 1) discuss the advisory group's role for the Downtown Plan; 2) review overall project objectives and work program; 3) review preliminary schedule for the project; 4) schedule key meetings; and 5) begin the process of identifying public, non-profit, or other entities for stakeholder and topic-specific Focus Group discussions.

Step 1 Deliverables: Field Reconnaissance

Step 2: Community Engagement

Houseal Lavigne has always had a strong commitment to community outreach and engagement, which serves as one of the cornerstones upon which our firm was created. When engagement tools did not exist, we created them. When tools were created by others, we became the experts in using them. For the past 15 years, Houseal Lavigne has led the way in identifying new ways to engage residents, new ways to visualize data, and new ways to communicate plans, designs, and concepts to the general public. We have used a variety of engagement platforms to identify needs and wants, including online surveys, intercept surveys and tabling at popular events, online interactive maps, public open houses, pop-up public meetings, open street events, charrettes, and small walking workshops with community leaders. Creating and embracing innovative methods to engage communities has become a hallmark of the firm. Our outreach strategies are award-winning, cost-effective, and designed to build consensus around the process.

We understand that a one-size-fits-all approach to community engagement is ineffective and that Downtown Wake Forest would benefit from an extensive and authentic outreach process. We recommend a multi-pronged approach to outreach that will be essential in engaging the community, addressing local issues, and most importantly, ensuring the inclusion of a diverse swath of the Town's population. Anticipating high levels of participation from an active and engaged community, our proposed outreach and stakeholder coordination process includes both traditional (face-to-face) and web-based activities to obtain the broadest levels of participation. Community outreach is included throughout the entire planning process, with this step providing the initial participation efforts and laying the foundation for the remaining steps.

2a: Project Website Content – Hosted by the Town

We understand the Town wants to host the project website for the Downtown Plan. We are committed to using the internet to maximize the participation and communication between the Town and its stakeholders, citizens and community leaders. We will prepare content in coordination with Town staff to provide a home base for information regarding the new Downtown Plan. This website content will be used to promote and popularize the planning process and be used to post project schedules and meeting dates; display graphics, maps, and draft documents; address frequently asked questions; host map.social; and provide online community surveys.

2b: Online Downtown Survey

We will prepare an online survey for the residents and business owners in Wake Forest to offer their opinion on a range of Downtown-specific topics and issues. The online survey will be easily accessible on the project website. At the close of the survey response period, we will review and summarize results as a gauge of community priorities and issues.

2c: Do-It-Yourself Workshop Kit (DIY)

The Do-It-Yourself (DIY) workshop kit allows for a more “grass roots” component of outreach and can be an effective means of engaging residents outside of more formal scoped engagement activities. Whether it is a church group, neighborhood association, book club, or bridge team, we will prepare Do-It-Yourself (DIY) workshop kits. Do-It-Yourself (DIY) workshop kit will allow Town staff, community groups, and residents to facilitate their own workshops and gather input from specific segments of the population that may not otherwise participate in more formal planning activities. The Planning Board, Board of Commissioners, and Town staff can play a role in helping distribute materials to target groups.

2d: Stakeholder & Focus Group Discussions (up to 12)

Stakeholder and Focus Group discussions allow us to obtain first-hand insight into the community from a diverse array of perspectives. Stakeholder discussions are conducted with one to two participants. Focus Groups are made up of three to five participants gathered around a specific topic. We will work with Town staff to identify those individuals and groups to be interviewed. We recommend a broad sampling of interviewees who may possess unique perspectives or special insights into the Downtown. Interviewees could include large land owners, selected property owners, new and lifelong residents, local builders and developers, local businesspersons, area not-for-profits and service providers, and representatives from other government bodies, institutions, and civic groups.

2e: Business Listening Session – Ensuring a “Business Friendly” Downtown

This listening session will be targeted specifically to property owners, business owners, developers, and Wake Forest's corporate citizens as an important Downtown stakeholder group. The purpose of this Focus Group is to establish a dialogue and obtain feedback from those members of the business community that have a unique insight and perspective and whose assistance and involvement is crucial to the Downtown Plan's ultimate success.

2f: Public Engagement Key Themes & Takeaways Summary

This step will conclude with a summary of key themes and takeaways from initial public engagement tools and events. This will provide focus and direction for subsequent Downtown Plan recommendations and serve as the cornerstone of the consensus building process. The Public Engagement Key Themes & Takeaways Summary will be incorporated into the Existing Conditions Memo.

Step 2 Deliverables: Project Website; Online Downtown Survey; Do-It-Yourself Workshop Kits; Public Engagement Key Themes & Takeaways Summary

Step 3: Existing Conditions

This step provides an assessment of the existing conditions and influencing factors in Downtown Wake Forest. The results of this analysis will be presented in the Existing Conditions Memo.

3a: Transportation & Parking Assessment

The transportation and parking assessment will provide an understanding of how residents and visitors get around the Downtown study area. The Project Team will document conditions regarding ease of travel, barriers, safety, gaps, linkages to other modes, and connections to adjacent land uses. This assessment will also consider available data such as travel trends, commuting patterns, traffic volumes, crash data, and planned future improvements. The Project Team will assess on- and off-street parking to evaluate the feasibility and/or need for additional parking and its administration.

3b: Market Analysis

The Project Team will conduct a market analysis to identify specific redevelopment opportunities and key areas for growth in the Downtown study area. Understand the market audiences fueling demand for residential and commercial real estate products in and around the study area and the greater market area. Quantify demand potential for real estate products created by these audiences and the formats in which this demand potential can be best captured. Place the study area in the context of greater market trends. Identify the lifestyle proposition, mix of products, and market position the study area can offer to maximize its market potential and attractiveness in the market. Identify key barriers to realizing these opportunities, including market, financial, and physical barriers, and understanding how these barriers can be eliminated to maximize the potential for success.

The results of our research and analysis will feed planning efforts being conducted by the Project Team and will help inform larger short- and long-term investments and decision-making efforts being undertaken by the stakeholders and others with a vested interest in the study area. The deliverable will include a qualitative analysis of the strengths and challenges of the study area for different real estate development land uses, as well as quantitative metrics for development, including units/square feet of demand and rents/prices of space to end uses.

3c: MSD Analysis & Evaluation

The Project Team will assess the Town's existing Municipal Service District (MSD) to determine its current tax digest and funding capacity, as well as what potential funding capabilities the MSD has or could have in the future. As part of this analysis, we would assess current land values as well as projected values for both existing property and likely new construction. As part of our broader market research, we would interview local stakeholders to understand key infrastructure, gap funding, or other needs within the study area for which the MSD may be an appropriate funding source. If appropriate, the Project Team may draw upon its national experience to prepare a series of case studies examining successful small-town special taxing districts to establish national best practices. We will prepare strategic recommendations and priorities for changes to MSD legislation, capital improvement projects, and other initiatives as may be discovered in our research. Finally, we will prepare MSD case studies (up to three).

3d: Existing Conditions Memo/Presentation

This step will include an inventory, review, and assessment of existing conditions within Downtown Wake Forest. It will be based on issues and opportunities identified in outreach, existing land use and transportation data, demographic snapshots, recent past plans and studies, information provided by the Town and partner agencies, feedback from community service providers, and reconnaissance. The intent of this step is to provide a foundational understanding of Downtown Wake Forest. It is our intent to move through this step efficiently, reserving project budget and resources for visioning, planning, and action. Using text, maps, and graphics the Existing Conditions Memorandum will include the following components:

Summary of Past Plans & Studies. Obtain and evaluate pertinent past plans and studies including those identified in the RFP including, but not limited to, Renaissance Plan for Downtown Wake Forest (2017); Wake Forest Downtown Historic District; Municipal Service District; Northeast Community Plan (2012); Wake Forest Community Plan (2022); Housing Affordability Plan (2022); Historic Preservation Plan (2022); Public transit Plan (underway); S-line Transit Oriented Development Study (underway); Unified Development Ordinance and Manual of Specifications, Standards, & Designs (underway).

Demographic & Economic Profile. The Project Team will prepare a demographic analysis of the Downtown study area that will include an analysis of trends in population, households, income, age, labor force, and employment. This analysis will be summarized and presented with an economic profile of market conditions that will provide an overview of supply and demand trends for residential and commercial land uses. This step will be undertaken in conjunction with available information provided by Town staff.

Existing Land Use & Development. Inventory and evaluate existing land use and development patterns, existing development regulations, vacancy levels, and assess impacts from projects such as the S-line to determine how to balance preserving the historic character and development opportunities.

Building Fabric & Public Realm Assessment. Inventory and assess study area character, building fabric, aesthetics, and infrastructure; public space network gaps and opportunities; accessibility and connectivity; and transitions among land uses.

3e: Town Staff Review & Discussion

We will facilitate a meeting with Town Staff to present and discuss the Existing Conditions Analysis Memo. We will also work to ensure that substantive comments provided by Town staff are integrated into the draft Downtown Plan. We anticipate the Existing Conditions Analysis Memo may be subjected to a three- or four-stage review process.

3f: Downtown Plan Advisory Group Meeting (Advisory Group Mtg #2)

We will present the Existing Conditions Analysis Memo to the Advisory Group to gather feedback and input. The objective of the meeting is to reach agreement on specific issues and concerns to be addressed moving forward as we begin development of the Downtown Plan.

Step 3 Deliverables: Transportation & Parking Assessment; Market Analysis; MSD Analysis & Evaluation; MSD Case Studies; Existing Conditions Memo/Presentation

Step 4: Vision, Goals & Functional Land Uses Areas

This step includes the preparation of the Vision, Goals, and Functional Land Use Areas. These deliverables are intended to serve as interim deliverables to present data and information gathered throughout the previous tasks.

4a: Downtown Visioning Workshop (Event #1)

The purpose of the Downtown Visioning Workshop is to allow stakeholders, citizens, and community leaders to tell us what they think before plans and recommendations are crafted. The Downtown Visioning Workshop will involve our team, Town staff, the Advisory Group, and members of the community. Participants will work together to develop their vision for the future of the community. The workshop will conclude with general agreement regarding the long-term role and character of Downtown Wake Forest and the projects and improvements that will be desirable in the future. It is anticipated that two Downtown Visioning Workshops will be held. The Project Team will facilitate a workshop in the afternoon and a workshop in the evening.

4b: Vision & Goals

This step will serve to craft the overall "vision and goals" to define the purpose of the Wake Forest Downtown Plan. The vision will provide focus and direction for subsequent planning activities and serve as the "cornerstone" of the consensus building process. The goals will be broad and long-range, and represent an end to be sought. This step will be based on the feedback from the community outreach activities, input from Town staff and key stakeholders, feedback from the Downtown Visioning Workshop, and observations from our team. We will prepare unique graphics to demonstrate goal implementation as part of the Draft Plan document.

4c: Functional Land Use Areas

The Functional Land Use Areas will include recommendations and policies for all land use areas in the Downtown study area, including commercial districts, residential areas, open space, areas of natural environment, and public and quasi-public uses. The Functional Land Use Areas will identify and address a range of land use topics such as desired development patterns, new commercial and residential growth areas, land use compatibility issues and mitigation strategies, historic preservation, downtown revitalization strategies, targeted infill and redevelopment opportunities, and transitions to surrounding neighborhoods.

4d: Town Staff Review & Discussion

We will facilitate a web meeting with Town Staff to present and discuss the Visions, Goals, and Functional Land Use Areas. We will also work to ensure that substantive comments provided by Town staff are integrated into the draft Downtown Plan.

4e: Downtown Plan Advisory Group Meeting (Mtg #3)

We will present the Visions, Goals, and Functional Land Use Areas to the Advisory Group to gather feedback and input. The objective of the meeting is to reach agreement on specific issues and concerns to be addressed moving forward as we begin development of the Downtown Plan.

4f: Planning Board Presentation

We will conduct a presentation with the Planning Board to review the 1) Existing Conditions Analysis Memo, 2) Visions and Goals, and 3) Functional Land Use Areas. The objective of the meeting is to provide an update on specific issues and concerns to be addressed moving forward as the we begin to develop the draft Downtown Plan.

4g: Board of Commissioners Presentation

We will conduct a presentation with the Board of Commissioners to review the 1) Existing Conditions Analysis Memo, 2) Visions and Goals, and 3) Functional Land Use Areas. The objective of the meeting is to provide an update on specific issues and concerns to be addressed moving forward as the we begin to develop the draft Downtown Plan.

Step 4 Deliverables: Downtown Visioning Workshop Materials; Vision & Goals; Functional Land Use Areas; Presentation Materials

Step 5: Downtown Frameworks

This step will entail the preparation of frameworks and recommendations for key topic areas in Downtown. Collectively, the following frameworks will identify trends that should be considered in planning for the future and address issues identified by the community, Town staff, and stakeholders.

5a: Draft Downtown Frameworks

This step will entail the preparation of draft Downtown Plan Frameworks that serve as initial sections for the Draft Downtown Plan. Each framework will be highly illustrative and graphically compelling. Concise well-written text will be combined with attractive and easy to understand maps, graphics, diagrams, 3D illustrations, and photos to effectively communicate the Downtown Plan's policies and recommendations. The following frameworks will be prepared:

- Land Use and Functional Subareas Framework
- Redevelopment Opportunities & Catalyst Sites Framework (includes 3D models)
- Transportation & Parking Framework (incorporate Active Transportation Plan recommendations)
- Pedestrian Mobility & Connectivity Framework
- Streetscape & Public Realm Framework

5b: Town Staff Review & Discussion

We will conduct meetings with Town Staff focusing on the draft Downtown Plan Frameworks. We will conduct up to three meetings with Town staff to discuss preliminary policies, plan recommendations, and initial maps and graphics. Town staff will review the Draft Downtown Frameworks and advise the consultant of needed changes. This task may consist of up to three review cycles. When the changes have been finalized, the Project Team will produce a Draft Downtown Frameworks presentation for the advisory group, Planning Board, and Board of Commissioners. Following each presentation, up to two additional review cycles may be necessary to incorporate recommended changes.

5c: Draft Downtown Plan Framework Advisory Group Meeting (Mtg #4)

A meeting will be conducted to review and reach agreement on the draft Downtown Plan Frameworks with the Advisory Group. Based on feedback from the Advisory Group, appropriate revisions will be made to draft Downtown Plan Frameworks.

5d: Community Open House (Event #2)

A community open house will be held to allow residents to drop in, review the draft Downtown Plan Frameworks, and ask questions to the members of our team and Town staff. The Open House format provides an opportunity to see and learn about the Town's draft Downtown Plan Frameworks before the Draft Plan is prepared. It is anticipated that two Open Houses will be held. The Project Team will facilitate an open house in the afternoon and an open house in the evening.

Step 5 Deliverables: Frameworks for Land Use and Functional Subareas; Redevelopment Opportunities & Catalyst Sites; Transportation & Parking; Pedestrian Mobility & Connectivity; Streetscape & Public Realm; Presentation Materials

Step 6: Draft Downtown Plan

This step includes the preparation of the Implementation Framework, Regulatory Strategies Framework, Conceptual Plans & Illustrative 3D Visualizations, Draft Downtown Plan, and the Immersive 3D Model.

6a: Implementation Framework

This step will provide short and long-term actions that are linked to the key themes to assist the Town in implementing the Downtown Plan. The Implementation Framework will provide specific actions required to carry out the vision and goals established for the Downtown Plan, including recommendations regarding updates to Town's UDO, identify list of priority projects and redevelopment sites, timeline for implementation, potential funding mechanisms, as well as general Plan administration and follow-up. The Implementation Framework will provide details necessary for the Town to track the Plan's progress and effectiveness and maximize its usefulness as a tool to achieve the Downtown Plan's vision and goals. We will prepare unique graphics to demonstrate goal implementation as part of the Draft Plan document.

6b: Regulatory Strategies Framework

Based on all work completed in previous steps in the planning process, a detailed regulatory strategies framework will be created that identifies specific sections of the Town's Zoning Code and Downtown Historic District that should be amended in order to facilitate the recommendations of the Downtown Plan. All appropriate regulatory components will be addressed including height, setback, uses, special uses, permitted uses, design standards, overlay and district boundaries, and development procedures and processes. A Form-Based Code applicable assessment can also be prepared as part of this step. The regulatory strategies framework will provide the specificity necessary to allow the Town to immediately amend the zoning ordinance upon adoption of the Downtown Plan.

6c: Conceptual Plans & Illustrative 3D Visualizations

As part of the Downtown Plan, conceptual plans and illustrative 3D visualizations will be prepared for identified catalyst sites. These illustrative 3D visualizations will provide a sense of scale, orientation, land use, and development character for key portions of the subarea. Although not rising to the level of a "recommended development plan", these development concepts illustrate the potential of an area in a manner that is market viable and consistent with the aspirations and values of the Wake Forest community.

6d: Draft Downtown Plan

Based on the work prepared in the previous steps, a Draft Downtown Plan document will be prepared for Town staff and Advisory Group review.

6e: Immersive 3D Model – Virtual Simulation

We will develop an immersive digital twin of Downtown Wake Forest for the purpose of evaluating and accessing the impacts of the Plan's recommendations and potential new development within the Immersive Downtown study area (anticipated boundary is between Roosevelt Ave, Taylor Street, Elm Avenue, and the Railroad). Our workflow will leverage the Town's existing investment in GIS and use ArcGIS Pro, ArcGIS CityEngine, and other 3D tools to create an immersive experience.

We will prepare an immersive 3D model of the Downtown study area (incorporating existing terrain and topography) that will be brought into Epic's Unreal Engine, a real-time rendering program, that provides all of the capabilities of a today's video games. Within Unreal we are able to create an immersive user experience by adding additional environmental detail, photorealistic textures, rich vegetation, moving vehicles, and a character or camera that can be moved through Downtown. Working with Town staff, we will deliver a third-person interactive 3D application that will allow an end user to navigate the model, provide comments, and discover the redevelopment potential for the Immersive Downtown study area by turning redevelopment options on and off. The final deliverable will be a stand-alone installable application enabling a user to launch an immersive 3D walkthrough of Downtown Wake Forest.

6f: Staff Review of Draft Downtown Plan

Prior to presenting the draft plan to the Advisory Group, the plan will be distributed to staff for review. The Plan will be modified based on staff review before presentation to the Advisory Group. Town staff will review the Draft Downtown Plan and advise the consultant of needed changes. This task may consist of up to three review cycles. When the changes have been finalized, the Project Team will produce a Draft Downtown Plan presentation for the advisory group, Planning Board, and Board of Commissioners. Following each presentation, up to two additional review cycles may be necessary to incorporate any recommended changes.

6g: Downtown Plan Advisory Group Working Session (Mtg #5)

A meeting will be conducted with the Advisory Group to review and reach agreement on the draft Downtown Plan before proceeding to the development of the final Downtown Plan document. Appropriate revisions to the draft Plan will be made based on feedback from the Advisory Group.

Step 6 Deliverables: Implementation Framework; Regulatory Strategies Framework; Conceptual Plans & Illustrative 3D; Visualizations; Draft Downtown Plan; Downtown Plan StoryMap; Immersive 3D Model – Virtual Simulation

Step 7: Final Downtown Plan & Adoption

Based on the previous tasks in the planning process, the draft version of the Final Downtown Plan will be prepared and presented for review and adoption.

7a: Community Presentation & Open House (Event #3)

A community open house will be held to allow residents to drop in, review the draft Downtown Plan, and ask questions to the members of our team and Town staff. Following the community open house, the final Downtown Plan will be prepared for review by the Board of Commissioners, marking the beginning of the adoption process. It is anticipated that two Open Houses will be held. The Project Team will facilitate an open house in the afternoon and an open house in the evening.

7b: Draft Downtown Plan to the Planning Board (Public Hearing)

The final Downtown Plan will be presented to the Planning Board at a public hearing. Based on feedback collected during this meeting and during the community open house, a final Downtown Plan will be prepared for Board of Commissioners consideration and adoption.

7c: Final Downtown Plan to the Board of Commissioners

The final Downtown Plan will be presented to the Board of Commissioners for consideration and adoption. Presentation materials that incorporate any plan revisions will also be provided to Town staff to conduct any additional adoption meetings required at the municipal level. At the conclusion of the project, all background information and GIS data compiled during the planning process will be forwarded to Town staff.

Step 7 Deliverables: Community Presentation & Open House Materials; Draft Downtown Plan; Final Downtown Plan

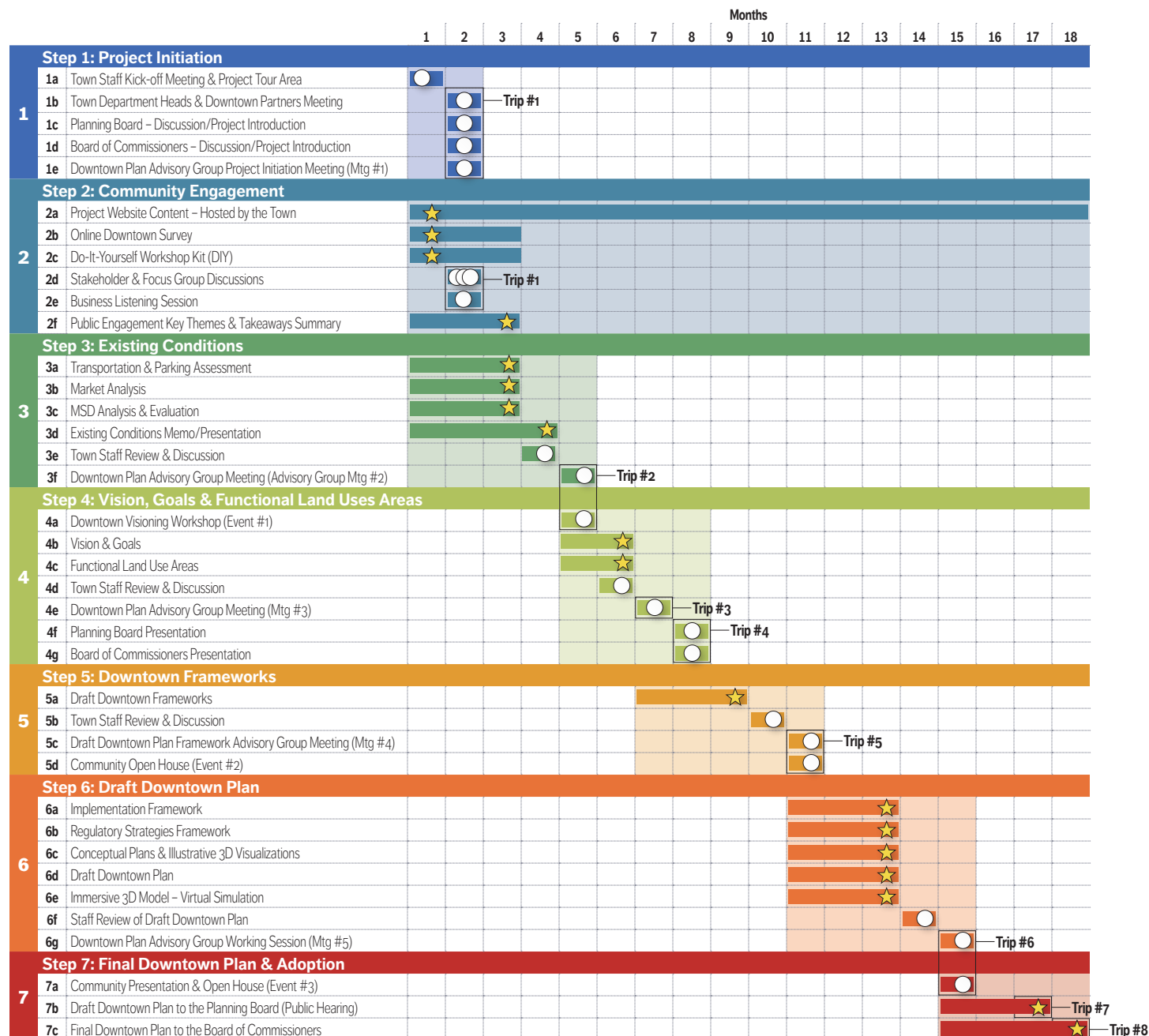
Budget

We propose a not-to-exceed amount of **\$405,800** for the Wake Forest Downtown Plan assignment, including all professional fees and direct expenses (travel, printing, presentation materials, mileage, data, etc.).

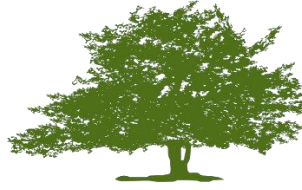
Steps	Cost
Step 1: Project Initiation	\$19,730
Step 2: Community Engagement	\$21,930
Step 3: Existing Conditions	\$117,705
Step 4: Vision, Goals & Functional Land Uses Areas	\$30,920
Step 5: Downtown Frameworks	\$69,285
Step 6: Draft Downtown Plan	\$126,370
Step 7: Final Downtown Plan & Adoption	\$19,860
TOTAL: Professional Fees and Direct Expenses	\$405,800

Anticipated Schedule

We anticipate a 15- to 18-month schedule from the date of our engagement to complete the proposed scope of work. The schedule below provides an overall framework to complete each step outlined in our proposed Scope of Work. We are ready to begin work immediately and are committed to devoting the proposed personnel and resources for the entire length of time necessary to complete the Wake Forest Downtown Plan. Should the Town favor our approach, we will work with Town staff to refine the process and timeline in a manner that is most advantageous to the assignment.



○ Meeting to be conducted ★ Deliverable produced by Project Team



TOWN *of*
WAKE FOREST

REQUEST FOR QUALIFICATIONS (RFQ #22-0006)

for the

**TOWN OF WAKE FOREST DOWNTOWN SMALL AREA PLAN, PARKING STUDY, &
MUNICIPAL SERVICE DISTRICT EVALUATION**

DATE ISSUED

Monday, February 6, 2023

QUESTIONS AND CLARIFICATIONS DUE DATE

Friday, February 17, 2023
5:00p.m.

DUE DATE

Tuesday, February 28, 2023
2:00 p.m.

E-Mail Address Submittal

jcurrin@wakeforestnc.gov

Physical Acceptance Location (Flash drive only)

Town of Wake Forest Town Hall
Attn: Jennifer Currin, Assistant Planning Director
301 South Brooks Street, Ground Floor
Wake Forest, NC 27587-2901

Mailing Address (Flash drive only)

Town of Wake Forest Town Hall
Attn: Jennifer Currin, Assistant Planning Director
301 South Brooks Street, Ground Floor
Wake Forest, NC 27587-2901

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Notice

The Town of Wake Forest (further referred to as “the Town” or “Wake Forest”) is soliciting Statements of Qualifications from qualified firm(s) or a team to lead the planning process for the development the Wake Forest Downtown Small Area Plan building off the recent vision and goals established in the Town’s Comprehensive Plan such as the 2022 Community Plan and Northeast Community Plan.

The Town seeks to identify qualified consultants who have robust experience preparing downtown small area plans; conducting parking evaluations; performing economic analysis; evaluating and recommending updates to existing Municipal Service Districts; engaging the community; soliciting and incorporating community input; knowledge of Wake County, North Carolina and the rapid growth it is experiencing; North Carolina land use law; experience with developing and carrying out creative outreach methods; facilitation of public meetings; compilation and analysis of information; GIS capabilities; innovative and user-friendly documents and interactive web-based documents; quality design graphics; presentations to boards and commissions; and attainable recommendations for implementation of goals.

All respondents to this Request for Qualifications (RFQ) are subject to the instructions communicated in this document and are cautioned to completely review the entire RFQ and follow instructions carefully.

RFQ Objectives

The RFQ has 3 main objectives:

1. **Update the 2017 Wake Forest Renaissance Plan.** The Plan should provide a robust community engagement process that balances the Downtown’s development potential while preserving its historic character.
2. **Perform a downtown parking study.** Existing parking inventory and usage should be evaluated and research regarding feasibility and/or need of additional parking provided.
3. **Evaluate Municipal Service District (MSD).** Based on market and economic analyses, provide recommendations on MSD boundary and/or rates.

Background

Town of Wake Forest:

The Town of Wake Forest began as a rural district in northern Wake County, NC with the earliest extant building dating to the 1790s. In 1820, Calvin Jones purchased a 615-acre plantation from Davis Battle. Jones coined the name Wake Forest when he was postmaster of what was known as the “Forest District of Wake”. He sold his plantation in 1832 to the Baptist Convention for an institute. The area witnessed growth associated with the establishment of the Wake Forest Manual Labor Institute that would become Wake Forest College in 1832. Incorporated in 1909, Wake Forest identifies itself with its small-town character, rich heritage, historic downtown, festivals and events, and beautiful parks and greenways. Wake Forest is conveniently located in the rapidly growing Triangle region of North Carolina, with access and proximity to major corridors such as US 1, NC Hwy 98, I-540, and US 401. Home to over 50,000 residents and located in Wake County, one of the fastest growing counties in North Carolina, Wake Forest is experiencing accelerated growth due to its proximity to Raleigh and Research Triangle Park. Situated in the heart of Wake Forest, the former Wake Forest College, now

the Southeastern Baptist Theological Seminary and its 3,400 students play a vital role in the local economy. New growth in the last 10 years has expanded the Town's boundaries through voluntary annexations, causing the planning area to expand.

Wake Forest Downtown Area:

The Downtown Area is a geographic area in town that is defined in the 2017 The Renaissance Plan for Downtown Wake Forest. This geographic area is approximately 260 acres and is generally located north of the Highway 98 Bypass, west of the railroad, south of Roosevelt Avenue and east of S. Franklin Street. In the heart of Wake Forest, the Town relies on the adopted 2017 Plan as a policy-based plan with implementation strategies to enact the vision.

The Plan was adopted in 2017 and it contains the vision statements, policies, and actions that have guided growth in the Town of Wake Forest for the last 5 years. The plan is broken into the key sections: Connect the Core; Manage the Cars; Create a Destination; Put People First; Development & Redevelopment Opportunities; and Implementation Strategies. See Attachment A for a copy of the Plan.

Wake Forest Downtown Historic District :

Situated along South White Street containing the concentrated core of commercial business, the Downtown Historic District is slightly less than 4.5 acres. This district was listed in the National Register of Historic Places in 2002 and properties in this district receive a level of protection from adverse impacts which may result from any project utilizing federal or state dollars. Structures may also be eligible for Federal and State historic tax credits for qualified rehabilitation projects.

Municipal Service District (MSD):

During the 1980's, an effort began to revitalize the downtown area of Wake Forest. The Town and Wake Forest Chamber of Commerce spearheaded the effort by creating a Downtown Revitalization Corporation (DRC), which is now known as Wake Forest Downtown, Inc. (WFD, Inc.). A major accomplishment of the DRC was the creation of the Wake Forest Downtown Redevelopment Plan, which recommended the creation of a 157-acre municipal service district to provide funding for projects and services in the downtown area. The MSD was originally created in June 1988 and its boundary coincides with the nonresidential redevelopment area shown in the 1986 Wake Forest Downtown Redevelopment Plan. See Attachment B for MSD boundary map.

Wake Forest Planning Efforts:

The Town has undertaken several comprehensive plan updates over the past several years. The Northeast Community Plan was adopted in December 2021 (See Attachment C), the Community Plan was adopted in April 2022 (See Attachment D), the Housing Affordability Plan was adopted in September 2022 (See Attachment E), and the Historic Preservation Plan was adopted in October 2022 (See Attachment F). In the Spring 2022 and on the heels of the Community Plan adoption, the Town began updating the [Unified Development Ordinance \(UDO\) and Manual of Specifications, Standards, & Designs \(MSSD\)](#) to implement the policies identified from the recent comprehensive plan updates. The Town is developing our first [Public Transit Plan](#) with Fall 2023 as the anticipated completion date. The Town is collaborating with the North Carolina Department of Transportation (NCDOT) on the [S-line Transit Oriented Development \(TOD\) Study](#). In addition to the Planning efforts, the Town is developing a Wayfinding Plan with an anticipated completion date of Spring 2024. The Town has also selected a developer for the redevelopment of [353 South White Street](#). This project is anticipated to include ground floor retail, about 110 multifamily units, and a Town-owned parking deck. These and other planning efforts should be appropriately reflected in the update to the Downtown Small Area Plan.

Scope of Services

The small area plan should include the following information and analysis. Alternative services and deliverables may be proposed on evidence of the need to meet the purpose of the RFQ. RFQs that do not include all these will not be considered.

Task 1: Project Initiation

- Provide an estimated timeline and work schedule. The timeline must be efficient and move briskly.
- Hold a kick-off meeting with Town of Wake Forest Planning Department staff to review timeline, scope, administrative procedures and share information about potential issues and areas of concern.
- Hold bi-weekly progress meetings with the Project Manager.
- Provide monthly progress statements with tasks outlined and percentage complete listed.

Task 2: Community Engagement and Outreach

- Identify how all stakeholders will be engaged.
- Include both traditional and non-traditional outreach methods.
- Create visuals to portray different design scenarios.
- Identify public, non-profit, or other entities to assist in outreach.
- Identify key themes or principles from the public outreach.
- Prepare Plan related outreach materials and ads.
- Present to the Planning Board and Board of Commissioners at key project benchmarks, Planning Board recommendation, and Board of Commissioner adoption meetings.
- Attend and present at advisory group meetings.

Task 3: Existing Conditions Analysis

- Identify and review existing plans and policies, such as the recently adopted Community Plan and Northeast Community Plan, to evaluate and appropriately incorporate.
- Prepare analysis on development, demographic, and socio-economic trends in and around Wake Forest.
- Conduct an existing land use inventory.
- Assess existing public parking supply, demand, and administration.
- Conduct field reconnaissance.

Task 4: Analysis and MSD Evaluation

- Conduct a market analysis to inform the Plan and key areas for growth.
- Perform a parking study to evaluate the feasibility and/or need for additional parking and its administration.
- Identify development regulations and projects, such as the S-line, and how to balance preserving the historic character and development opportunities.
- Provide analysis and recommendations for the Municipal Service District.

Task 5: Vision and Goals

- Define the Plan purpose.
- Create a unified Plan vision with goals based on analysis and public outreach themes or principles.
- Prepare unique graphics to demonstrate goal implementation.

Task 6: Specific Recommendations

- Provide an interactive, web-based component that graphically shows before and after (re)development scenarios.
- Formulate short and long-term recommendations that are linked to the key themes or principles.
- Provide visualizations such as vignettes, diagrams, renderings, and 3d illustrations.

Task 7: Virtual Simulation (Optional Add-On)

- Provide a virtual reality simulation between the blocks of South White Street, Elm Avenue, South Taylor Street, and Roosevelt Avenue to convey a balance between preserving the historic core of Wake Forest and development opportunities surrounding it. The simulation shall contain a combination of existing and conceptual structures, vegetation, terrain, and streetscape elements with an immersive level of detail using leading rendering engine software.

Each task shall be combined and form the basis for a comprehensive plan that clearly defines the Plan's horizon and policy implementation timelines (e.g., 5-year, 7-year, etc.). The Plan will be subjected to a three- or four-stage review process. Town staff will review the draft and advise the consultant of needed changes – this stage may consist of up to three review cycles. When the changes have been finalized, the consultant will be advised to produce a draft for presentation to the advisory group, Planning Board, and Board of Commissioners. Following each presentation, up to two additional review cycles may be necessary to incorporate any recommended changes.

Media and File Formats

Reports shall be delivered to the Town in their native format(s) (current software version) and Adobe PDF format. The Town's preference is for reports and final documents to be produced in Adobe InDesign. Reports distributed to stakeholders or placed on the internet for public access will be in Adobe PDF format. Presentations shall be produced and delivered in Microsoft PowerPoint, and public versions will be delivered in Adobe PDF format. Images and figures used for public outreach shall be produced by the consultant.

Reports are to be dated and identified as either draft or adopted, as appropriate. Submittal of the final reports shall be accompanied by the files, in their native format, that were used to generate graphics displayed in the reports.

Content and Format of Proposal Package

Firms submitting qualifications shall have no association with elected or appointed officials that could be considered a conflict of interest. Any such relationship will subject the firm to immediate disqualification in consideration for this project. A selection committee will evaluate the submittals and may elect to select the most qualified firm based on the responses as submitted or elect to conduct interviews with multiple firms prior to recommending a firm.

The submission, excluding work samples, shall be a maximum 25 pages front and back or 50 pages single-sided. Only electronic files will be accepted for consideration; no paper copies shall be submitted. Files must be submitted on a flash drive or via email. Submittals shall include the following:

Letter of Interest:

The letter of interest provided in the submission shall include the following:

- The name and address of the prime consultant and the state in which it is incorporated and chiefly located.
- The name and address of each sub-consultant and the state in which each entity is incorporated and chiefly located, if sub-consultant is part of team.
- A brief description of the proposer (prime and sub-consultants, if applicable), and its interest in performing the required professional services.
- The name, address, phone, and e-mail address of the designated contact for the proposer (prime consultant).
- A statement indicating any judgments against the proposer (prime, sub-consultants, and third-party consultants) within the last five years, or pending litigation, related to professional conduct or services.
- Disclosure of any conflicts of interest for 18 months prior to the submission of the RFQ response package to the Town.
- All addenda to the RFQ document (each addendum must be identified), if applicable.
- Signature of a duly authorized official of the consultant firm or other person fully authorized to act on behalf the firm or team.

Firm and Staff Qualifications:

The submission shall include a general description of the firm (prime and subconsultants) and its background as it relates to this project. Specific information regarding the firm and staff shall be submitted and include:

- Information regarding the firm's (including subconsultants, if applicable) previous experience with similar or related projects in North Carolina and the United States, performed within the last 5 years, including a brief description of these projects and project staffing.
- Information on the firm's (including subconsultants, if applicable) previous experience successfully engaging communities.
- Information demonstrating the firm's capabilities (including subconsultants, if applicable) to perform all aspects of this project.
- Information regarding the expertise and experience of staff person(s) to be assigned to work on the project.
- A description and organizational chart showing the structure of the proposer's team, inter-relationships, areas of responsibility for each firm and the names and current professional licenses of key personnel assigned to the project along with their specific areas of responsibility. Note that no substitutions to the proposed project team of the selected firm(s) can be made without the prior written approval of the Town.
- Information on the current and projected workload of key staff to be assigned to this project, including level and magnitude of involvement.
- Three references including client name, address, contact person, telephone number, email, project start and end date as well as a project description. References should be for similar or related projects on which key staff that are proposed for this project have worked.

Project Approach:

The submission shall include a response to each task in the scope of services and identify how the requirements will be met. Each response will also include, but is not limited to, a detailed statement of how the submitting firm intends to approach the work required.

Anticipated Schedule:

The submission shall include an anticipated schedule with the timeframe for each task incorporated. The submission shall demonstrate how the submitting firm will manage its responsibilities and work scheduled to be performed, including work of and with Town personnel.

Work Samples:

The submission shall include three recent work samples of small area plans, one recent work sample of a parking study, and one recent work sample of a municipal service district evaluation successfully prepared by the prime consultant or sub-consultants within the last 5 years. The work samples shall be submitted with the electronic copy and will not count toward the maximum page limit.

Submittal Process Details

Firm selection will be based on content, completeness, and presentation of information contained within the submittal package, consisting of the letter of interest, firm (prime and subconsultants) and staff qualifications and relevant experience, project approach, anticipated schedule, and work samples related to preparing small area plans for comparable jurisdictions as detailed in the Evaluation Criteria section of this RFQ.

The Town of Wake Forest reserves the right to reject any responses to this RFQ that do not comply with the content and format of proposal requirements. The Town can also conduct discussions with any or all respondents. The Town accepts no financial responsibility for any costs or expenses incurred by any entity in responding to this RFQ. All submissions may be kept by the Town and may be disclosed to third parties at the Town's discretion.

Questions and Clarifications

All questions shall be submitted to Jennifer Currin, Assistant Planning Director, via email (jcurrin@wakeforestnc.gov), no later than 5:00 p.m. on Friday, February 17, 2023. Questions submitted later than this deadline will not be considered. An addendum with questions and answers, if necessary, will be published on the Town website by 9:00 a.m. on Wednesday, February 22, 2023.

Statement of Qualifications Submittal

The deadline for firms submitting qualifications is 2:00 p.m. on Tuesday, February 28, 2023. No submissions or supporting documents will be accepted after this deadline. Firms accept all risks for late delivery of Qualifications Packages regardless of fault. Submittals may be emailed to jcurrin@wakeforestnc.gov or delivered to:

Physical Acceptance Location:

Wake Forest Town Hall
Ground Floor
c/o Jennifer Currin
301 S. Brooks Street
Wake Forest, NC 27587-2901

Mailing Address:

Town of Wake Forest
Planning Department
c/o Jennifer Currin
301 S. Brooks Street
Wake Forest, NC 27587-2901

Submittal packages should be enclosed in a sealed envelope marked **REQUEST FOR QUALIFICATIONS – TOWN OF WAKE FOREST DOWNTOWN SMALL AREA PLAN, PARKING STUDY, & MUNICIPAL SERVICE DISTRICT EVALUATION (RFQ # 22-0006)** to the attention of Jennifer Currin, Assistant Planning Director. All proposal packages and materials submitted hereunder become the exclusive property of the Town of Wake Forest.

Anticipated Schedule

- 02/06/2023: RFQ release
- 02/17/2023: Questions and clarifications deadline
- 02/22/2023: Questions and clarifications response
- 02/28/2023: Submission deadline
- 03/01/2023: 03/15/2023: Selection committee review of submittals
- 03/27/2023: 03/30/2023: Interviews conducted with selected consultants, if necessary
- 04/10/2023: Highest ranked firm notified
- 04/28/2023: Contract finalized
- 05/16/2023: Board of Commissioners Contract approval
- 06/01/2023: Project commences

Selection Process

This RFQ provides information necessary to prepare and submit qualifications for consideration and ranking by the Town. It is the intent of the Town to appoint a selection committee to review the submitted Statements of Qualifications. This committee will review each qualification submittal and rank the submittal based on the criteria requirements specified within this RFQ. The Town may invite firms for interviews, but this is not a required step in the selection process. At the conclusion of the interviews (if held), the selection committee will rank the firms based on the selection criteria and the interviews. The Town anticipates providing written notification to all firms regarding final selection by April 28, 2023.

Upon completion of the selection process, the highest ranked firm will be asked to submit a fee proposal to begin contract negotiations for a fair and reasonable price. By submitting its Statement of Qualifications in response to this RFQ, respondent accepts the evaluation process as outlined in the following section, acknowledges, and accepts that determination of the “most qualified” firm may require subjective judgments by the Town.

Evaluation Criteria

1. Qualifications of the Firm. Outline and specify the qualifications of the firm to provide the requested services as outlined in the scope of work. This shall include any sub-consultants that may be part of the team, if applicable, and ability to deliver project within budget and meet established schedules. (15%)
2. Overall Qualifications of the Project Manager and Project Team. Clear identification of the project manager and team personnel that will be assigned to the project, including the structure and capacity of

the team. This section shall include the demonstrated project management and quality control methods employed by the team. (25%)

3. Project Approach and Project Understanding. Preference shall be afforded to those firms that, in the opinion of the selection committee, will be able to adequately respond to requests for consultation meetings or project administration requirements, and firms having a detailed understanding of the project scope and requirements, and firms proposing a reasonable and achievable timeline. (25%)
4. Graphic Communication Skills. Work samples showcase an excellent use of graphics, charts, maps, etc. that easily and aesthetically communicate the technical report and conceptual design. (20%)
5. Relevant Experience. Demonstrate relevant work experience with small area plans, parking studies and municipal service districts in comparable communities. Provide relevant work samples. (15%)

APPENDIX A

I. General Contract Terms and Conditions

- The selected firm will report directly to the Town of Wake Forest. The selected firm is to administer the contract and to ensure that all work is performed in accordance with the contract requirements. The selected firm will be responsible for providing engineers, technicians, and sub-consultants with the appropriate skills and qualifications to ensure contract compliance. The firm will be directly responsible for oversight of the project for the Town.
- The selected firm will be notified by the Town and will enter contract negotiations for receiving this work. A professional services agreement will be negotiated with the selected contractor based on the proposed scope of work outlined in their proposal.

II. Conflict of Interest Statement:

It is the policy of the Town of Wake Forest that the conduct of officers, directors, project managers, or and all other persons acting as its representatives should be at all times in the best interests of the Town, its members and the general public. In performing their duties, Town representatives should not be influenced by desire for personal gain. Conflict of interest is defined as a situation in which professional judgment or behavior concerning a primary interest (in this case the integrity of the Town) has been improperly influenced by a different interest (such as for financial gain). The prompt disclosure of possible conflicts of interest or of those situations where such a perception could reasonably be anticipated to arise helps to avoid injury to an agreed upon primary interest.

Firm(s) selected for these advertised services shall become aware of and comply with state laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. 14-234, N.C.G.S 133-1, and N.C.G.S. 133-2.

Firm(s) selected for Planning Services by the Town will be required to disclose any conflicts of interest for 18 months prior to the submission of the Proposal package to the Town.

If a conflict of interest is not disclosed by the contractor and a conflict of interest is determined by the Town of Wake Forest to exist at a later time, the contractor will not be compensated for their prior work and will be required to reimburse the Town of Wake Forest for any payments received. The Contractor would be immediately dismissed from the contract.

III. Changes in Personnel:

Changes to personnel on project team(s), particularly a project manager, are to be avoided wherever possible. The selected firm must request in writing to the Town for all changes to project team members. The Town will consider requests and may accept the new personnel changes, or may deny the request and consequently, the selected firm may no longer be considered for Planning and Design Services with the Town.

IV. Americans with Disabilities Act (ADA) Compliance:

The Town of Wake Forest will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of a disability. The Town of Wake Forest will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. Town of Wake Forest programs will be available in the most integrated setting for each individual. If any accommodations are necessary for participation in any program or services, participants are encouraged to notify Town staff.

V. Minority/Women/Small Business Enterprise:

It shall be the practice of the Town of Wake Forest Government to provide minority-owned, women-owned, and small business enterprises (collectively "M/W/SBE") as well as other responsible vendors with fair and reasonable opportunity to participate in Town of Wake Forest's business opportunities including but not limited to employment, construction development projects, and material/services, consistent with the laws of the State of North Carolina.

VI. Nondiscrimination Policy, EEO Provisions, and Title VI:Nondiscrimination Policy

The policy of the Town of Wake Forest prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran's status. It is further the policy of the Town of Wake Forest to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

EEO Provisions

During the performance of this Contract the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.
- (2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

Title VI

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Town of Wake Forest (hereinafter, "Town") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or

disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Town to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Town as appropriate and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Town shall impose such contract sanctions as it or the Town may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Town may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Town to enter into such litigation to protect the interests of the Town, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

VII. Insurance and Indemnity Requirements:

To the extent permitted under N.C. Gen. Stat § 22B-1 the Consultant (firm) agrees to indemnify and hold harmless the Town of Wake Forest, its elected and appointed officials, employees, agents, and volunteers against any and all damages, expenses, or losses which may be asserted, claimed, or recovered against or from the Town of Wake Forest, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof that are proximately caused by the negligence of the Consultant.

The Consultant further agrees to purchase and maintain during the life of any contracts entered into with the Town the following insurance with an insurance company acceptable to the Town of Wake Forest and authorized to do business in the State of North Carolina:

- **Automobile:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 each person/\$1,000,000 each occurrence.

- **Comprehensive General Liability:** Bodily injury and property damage liability insurance shall protect the Consultant from claim of bodily injury or property damage which arises from operations of this contract. The amounts of such insurance shall not be less than \$1,000,000 bodily injury and property damage liability each occurrence/aggregate. This insurance shall include coverage for product/completed operations and contractual liability assumed under the indemnity provision of this contract. The Town of Wake Forest shall be listed as an "Additional Insured".
- **Consultant's Professional Liability:** In a limit of not less than \$1,000,000.
- **Workers' Compensation and Occupational Disease Insurance:**
 - **Coverage A – Worker's Compensation:** Meeting the statutory requirements of the State of North Carolina.
 - **Coverage B – Employer's Liability:** \$1,000,000 each accident / \$1,000,000 disease – each employee / \$1,000,000 disease – policy limits.

Certificates of such insurance will be furnished to the Town of Wake Forest Purchasing Manager and shall contain the provision that the Town of Wake Forest be given thirty (30) days written notice of any intent to amend or terminate by either the Consultant or the insuring company. Additionally, the Town of Wake Forest shall be listed as Certificate Holder on COI.

VIII. Notifications

Public Records Notice:

Records received by the Town of Wake Forest in response to a bid solicitation or a request for proposal/qualifications are public records and subject to public inspection and copying. Some bid records are public as soon as received by the Town, others become public at bid opening and others at bid award.

The Public Records law (N.C.G.S. 132-1 *et seq.*) authorizes the Town to withhold from public inspection and copying legitimate and properly marked 'trade secrets'. If a record meets all the following conditions, then the Town may withhold that particular trade secret from a public record inspection request:

- It is a "trade secret" as defined in G.S. 66-152(3); and
- It is the property of a private "person" as defined in G.S. 66-152(2); and
- It is disclosed or furnished to the Town in connection with a bid or proposal; and
- It is marked as "confidential" or as a "trade secret" at the time of its initial disclosure to the Town.

If as part of your bid or proposal, you submit to the Town any record, or portion of a record, that you consider to be a trade secret meeting the definition contained in G.S. 66-152 (2), you may clearly mark the particular record, or portion of the record, that meets the definition of trade secret as TRADE SECRET or CONFIDENTIAL TRADE SECRET, and the Town will be authorized to withhold that particular record or portion thereof, from public inspection. In the event the Town receives a public records request for records you designate as 'trade secret' the Town will notify you and give you the opportunity to, within one week of such notification, confirm in writing that the specific record, or portion of record, that you designated as TRADE SECRET meets the requirements of G.S 132-1.2 and G.S. 66-152, and the

reasons therefore. The Town will require that you indemnify the Town in the event a challenge is brought for the withholding of a record based on your having designated it a trade secret.

Addenda Notice:

It is the respondent's responsibility to ensure that all addenda have been received. Please visit <https://www.wakeforestnc.gov/finance/purchasing-warehouse/bids-announcements> for the most current information.

IX. Miscellaneous

(a) Choice of Law and Forum. This contract shall be deemed made in Wake County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions: Nothing contained in this contract shall be deemed or construed in any way to stop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the Town's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the Town otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the Town's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the Town's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) No Third Party Right Created. This contract is intended for the benefit of the Town and the Contractor and not any other person.

(h) Principles of Interpretation. In this contract, unless the context requires otherwise, the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(i) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Town unless the Town Manager or other duly authorized official signs it for the Town. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(j) E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

(k) Iran Divestment Act. Contractor certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

(l) Divestment from Companies that Boycott Israel. Contractor represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by N.C.G.S. 147-86.81.

(m) Quality and Workmanship. All work performed and/or services rendered shall be performed to the reasonable satisfaction of the Town of Wake Forest in accordance with the accepted industry standard of care for design professionals. The work performed and/or services rendered shall not be considered complete, nor applicable payments rendered, until the Town is satisfied with the work performed and/or services rendered.

(n) Non-appropriation clause. Contractor acknowledges that the Town of Wake Forest is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the Town of Wake Forest's obligations under this contract, then this contract shall automatically expire without penalty to the Town of Wake Forest thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town of Wake Forest shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Town of Wake Forest's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the Town of Wake Forest's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the Town of Wake Forest upon written notice to Contractor of such limitation or change in the Town of Wake Forest's legal authority.

(o) No pledge of taxing authority. The taxing power of the Town of Wake Forest is not pledged directly or indirectly to secure any monies due under this contract.

(p) No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, the Town of Wake Forest makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against the Town of Wake Forest.

Attachment A: [The Renaissance Plan for Downtown Wake Forest](#), adopted September 2017

Attachment B: [Municipal Service District Boundary Map](#)

Attachment C: [Northeast Community Plan](#), adopted December 2021.

Attachment D: [Wake Forest Community Plan](#), adopted April 2022

Attachment E: [Housing Affordability Plan](#), adopted September 2022

Attachment F: [Historic Preservation Plan](#), adopted October 2022



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-32-
Submitted by: Antoine Jordan
Submitting Department: Planning
Meeting Date: May 16, 2023

SUBJECT

Consideration of LEGISLATIVE CASE CPA-23-01, 0 Heritage Lake Road, a Comprehensive Plan Amendment filed by the Town of Wake Forest to amend 2.64± acres located at 0 Heritage Lake Road, being Wake County Tax PIN 1850066925 from unclassified to Neighborhood Commercial.

Recommendation:

Item Summary:

ATTACHMENTS

-



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-42-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: May 16, 2023

SUBJECT

Department Monthly Report

Recommendation:

Item Summary:

ATTACHMENTS

- [April 2023 Monthly Report .pdf](#)

April 2023 | Department Monthly Report



Communications

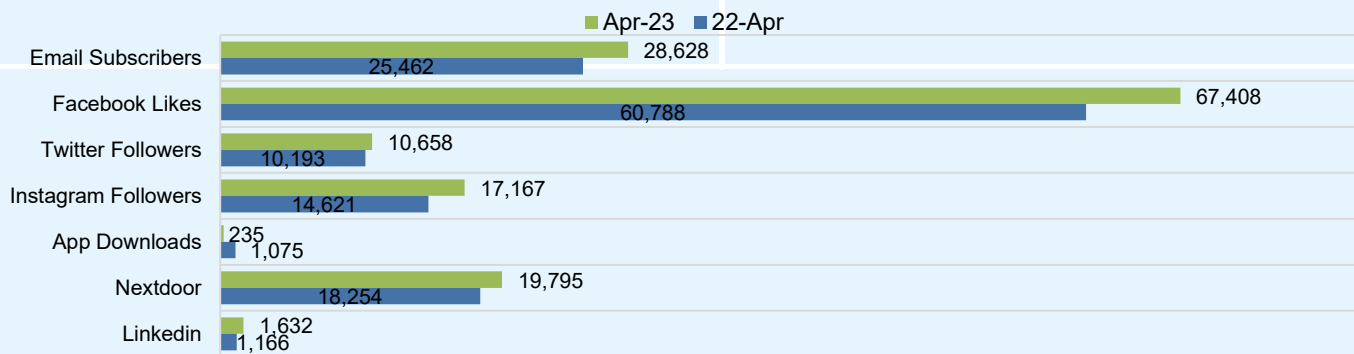
ANNOUNCEMENTS

Media Releases	36
Email Announcements	10
Town-to-Resident Phone Calls/Texts	2

TOP 5 VIEWED PAGES ON WEBSITE

RANK	PAGE	VIEWS
1	Home	10,513
2	Friday Night on White	9,650
3	Customer Service Forms & Applications	6,217
4	Utility Bill Payment Options	2,875
5	Forest Fest	2,743

SUBSCRIBERS



Downtown Development

OCCUPANCY

	APR - JUNE 2023	APR - JUNE 2022
Occupancy Rate in Percentage	91%	90%

NEW BUSINESSES

	APR 2023	FISCAL YEAR-TO-DATE
Number of New Businesses	4	13
Number of Businesses Closed	0	7

UPDATES PROVIDED QUARTERLY

EVENTS

FOURTH QUARTER EVENTS (APR - JUNE)	ATTENDANCE IN 2022	ATTENDANCE IN 2023
Friday Night on White	10000	3000
Forest Fest	3500	3500

- Wake Forest Downtown held a food and beverage business owner meeting on 4.19.23 and 14 businesses were in attendance. Updates were provided about commercial and residential growth downtown, S-Line, 353 South White Street Redevelopment, and Skate Park. Discussion was held around events downtown and the positive impact they have for businesses.
- Friday Night on White returned 4.14.23 for the kickoff of the 2023 season. There were two weather delays that impacted the event and resulted in smaller than average crowds. It was team effort with Facilities, Public Works, Electric, Police, Fire, and Communications all working together to ensure a wonderful event.
- The 2nd annual Forest Fest returned on Saturday, April 15, 2023. This wonderful event was held in partnership with the Wake Forest Farmers Market, Wake Forest Guild of Artists/ARTS Wake Forest Spring Artisan Market, and Town of Wake Forest Arbor Day Seedling Giveaway.
- A Façade Improvement Grant for \$1000 was approved for B&W Hardware for painting and maintenance.

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.

REQUESTS FOR INFORMATION (RFIs)

	APRIL 2023	APRIL 2022
Number of Responses to RFIs	0	0

BUSINESS RETENTION & EXPANSION

NAMES OF BUSINESSES VISITED THIS MONTH

The Body Shop

Firebox Theatre

Benchmark Community Bank

Engineering

PROJECT

UPDATE

- Stormwater Utility Advisory Group had its first meeting on May 3rd
- Engineering has Exult Engineering performing a traffic study for Burlington Mills / Capital Blvd
- New traffic signal at Forestville / Song Sparrow goes into flashing mode this week with the expectation of going live next week
- Scoping meeting was held with NCDOT and AMT Engineering for signal design at Forestville / Coach Lantern
- Two pre-construction meetings were hosted this month – Willows Traditions Greenway and White St Village

Finance

FINANCIAL TASKS COMPLETED

TAX RETURNS & REPORTS	COMPLETION DATE
NC Sales and Use Tax Form E500	April 15
ORBIT/LGERS Report – NC State Treasurer	April 2
Utility Sales Tax Return – E500 E	April 11
BLS Department of Labor Report	April 18
Gross Receipts Tax report	April 15
Food & Beverage Tax Report	April 15
ARPA Quarterly Expenditure Report	April 25
ACCOUNTING/FINANCE	AMOUNT
Total Accounts Payable Disbursement	\$1,896,826
Total ePayables & Payroll Disbursement	\$2,837,577
Total Number of Invoices Paid	351
Total Amount of Invoices Paid with credit card	\$574,875
FY 2023-2024 Budget	COMPLETION DATE
Assisted and prepared Proposed FY 24 Budget – Town Manager presented	May 2

PURCHASING / WAREHOUSE

Purchase Orders Processed	71
New Vendors Set Up	17
Informal Quotes	19
Surplus Items	Sold 5 surplus items for a total of \$58,677
HUBSCO	1

NORTHERN WAKE FOOD SECURITY TEAM

Staff Hours	10 hours per week
Updates	CAFN Update presented to County Board; semi-annual NCFST on premise meeting

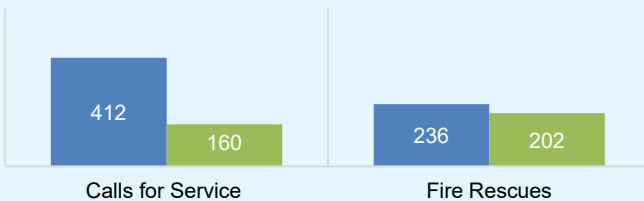
Fire

KEY STATS

	APRIL 2023	APRIL 2022
Calls for Service	412	391
Average Response Time	4:55	4:23

FIRE-KEY STATS

■ Apr-23 ■ 22-Apr

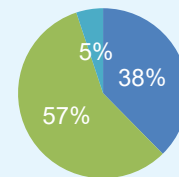


TYPES OF CALLS

	APRIL 2023	APRIL 2022
Fire	155	160
Medical	236	202
Motor Vehicle Accidents (MVA)	21	29

TYPES OF CALLS

■ Fire ■ Medical ■ MVAs



Human Resources

PROMOTIONS / TRANSFERS

EMPLOYEE NAME	DEPARTMENT	POSITION	DATE
None - April			

EMPLOYMENT

As of March 23, 2023	APRIL 2023	APRIL 2022
Positions Filled	393.00	373
Vacancies	19.00	26
Total Authorized Positions FY 2022-2023	412	399

Information Technology

SERVICE STATS

	APRIL 2023	APRIL 2022
Service Requests Completed	397	306
Network Uptime Percentage	100%	100%

Inspections & Public Facilities

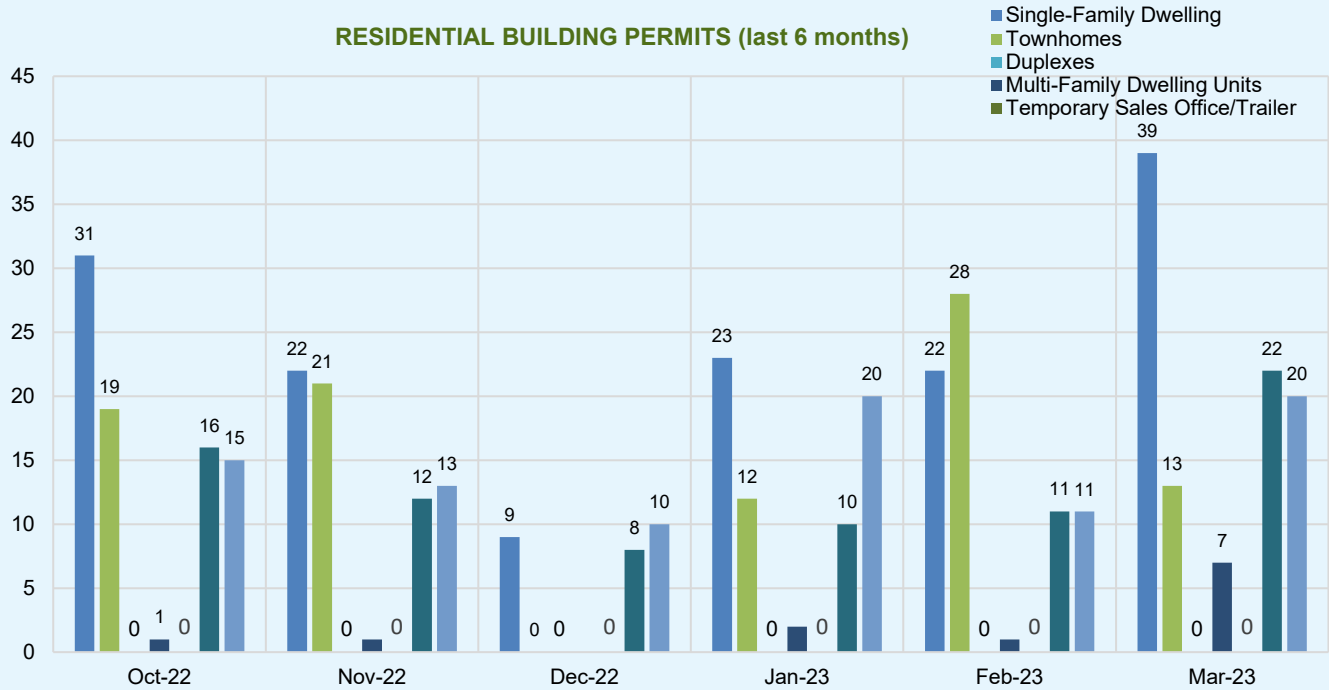
RESIDENTIAL PERMITS

	APRIL 2023	APRIL 2022
Single-Family Dwelling	50	42
Townhomes	28	23
Duplexes	00	02
Multi-Family Dwelling Units	00	00
Other	118	129
Total	188	196

NON-RESIDENTIAL PERMITS

	APRIL 2023	APRIL 2022
New Commercial	03	00
Fit-Ups	04	08
Other	27	48
Total	44	56

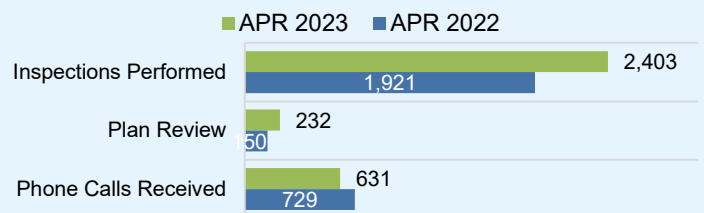
RESIDENTIAL BUILDING PERMITS (last 6 months)



PUBLIC FACILITIES

	APRIL 2023	APRIL 2022
Preventative Maintenance Completed	484	423
Reactive Work Orders	136	111

DEPARTMENTAL PRODUCTIVITY



BUSINESSES

NEW COMMERCIAL BUSINESSES

ADDRESS

Grove 98 retail shell building	529 Dr Calvin Jones Hwy
Grove 98 retail shell building	535 Dr Calvin Jones Hwy
Grove 98 retail shell building	11108 Ligon Mill Rd

FIT-UPS

Sleep Number	505 Dr Calvin Jones Hwy 130
Torchy's Tacos	505 Dr Calvin Jones Hwy 110
CAVA Restaurant	515 Dr Calvin Jones Hwy 130
Wayback Burgers Restaurant	3600 Rogers Branch Rd 101

PRE-OCCUPANCIES

The Counseling Collective PLLC	1740 Heritage Center Dr 204
RTP Asset Management	12215 Hampton Way Dr 107
A Prideful Place LLC	352 S White St
TRG Health Care Systems LLC	1776 Heritage Center Dr 201

Parks, Recreation & Cultural Resources

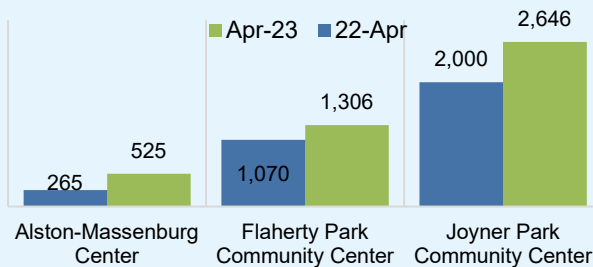
ATHLETICS

	APRIL 2023	APRIL 2022
Registrations Received – Youth	310	250
Registrations Received – Adult	0	0
Games Held	80	31
Revenue	\$24,875	\$23,205

PROGRAMS

	APRIL 2023	APRIL 2022
Registrations Received – Youth	143	168
Registrations Received – Adult	125	1,938
Classes/Programs Held	35	55
Revenue	\$5430	12,864.75

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	2
Reactive Maintenance	2
PM Inspections and services	73
Evening and Weekend Park Services	4

FACILITY RENTALS

	APRIL 2023`	APRIL 2022
Athletic Fields	12	11
Joyner Park Outdoor / Open Space	7	06
General Outdoor / Open Space	3	02
Picnic Shelters	0	02
Wake Forest Community House	4	06
Joyner Park Community Center	3	00
Flaherty Park Community Center	0	01
Alston-Massenburg Community Center	6	00

VISITORS TO AQUATIC CENTER & SPRAYGROUND

	APRIL 2023	APRIL 2022
Aquatic Center	CLOSED	CLOSED
Taylor Street Sprayground	198	CLOSED

Planning

DEVELOPMENT SERVICES MONTHLY REPORT ZONING [VIEW](#)

VIOLATIONS DASHBOARD [VIEW](#)

Use Chrome, Firefox, Safari, or Edge when viewing the dashboard.

CERTIFICATES OF APPROPRIATENESS

	APRIL 2023	APRIL 2022
COAs Received	0	1
COAs Approved	0	1

Police

KEY STATS

	APRIL 2023	APRIL 2022
Calls for Service	3777	5076
Vehicle Crashes	155	167

Public Works

Urban Forestry: 2100 seedlings were given away at Forest Fest, assisted WF Power with the line clearing job and spring pruning is underway.

Streets: 37 yards of concrete-515LF sidewalks replaced and 33LF curbs replaced; 59 tons of asphalt repairs-8 patches, 14 cold patches; swept 65 miles of streets and 10 loads of debris; graded 300 feet of ditch lines, jetted 600 feet of pipe and videoed 1443 foot of pipe; yearly vehicle inspections completed; 6 days of assisting other departments and Alex Morales CDL training.

Solid Waste: We had a very successful shred event. We collected 19,850 lbs. of shredded materials! That is the most collected since I took over the event.

We were able to hire an intern. All parties approved the hiring of the intern, and we are waiting back from the candidate to see if they have accepted the offer.

Forest Fest was a HUGE SUCCESS! Kathy and Chad were able to educate the community on all things recycling and solid waste in addition to stormwater information. What a WIN!

The budget for SW was presented and justified. SW had more than HALF of the division to volunteer & help at the 1st Friday Night on White of the year, Forest Fest, and Shred Event.

Yard waste has picked up with mowing lawns and pruning.

SW helped with the Touch a Truck event at Rolesville Elementary.

Admin: Worked at Forest Fest and gave out tons of information, last stages of planning the PW Week events for May, Donny in Streets marked 6 headstones and 2 graves in the cemetery for admin.

Fleet: Fleet completed 216 work orders in March for a combined shop productivity average of 78% of billable hours. The 4 mechanics completed 38 combined hours of training.

SOLID WASTE

	APRIL 2023	APRIL 2022
New Construction Homes Added	28	50
New Cart Sets	28	50

CEMETERY

	APRIL 2023	APRIL 2022
Number of Plots Sold	0	4
Number of Niches Sold	0	0
Total Plots Available	0	74

RECYCLING

	APRIL 2023	APRIL 2022
Volunteer Collected Litter	25	650
Volunteer Collected Recycling	0	75
Volunteer Hours	4	79
Volunteer Miles of Streets	0	5
Sections of Roads Cleaned (not miles)	0	1
Number of Creeks Cleaned	1	0
Number of Litter Kits Issued/Returned	1	37

Renaissance Centre for the Arts

EVENT & PROGRAM ATTENDANCE

	APRIL 2023	APRIL 2022
Monthly In-Person Attendance	3957	3986
Virtual Views	0	522
Ticketed Events Held	1	1
Free Events Held	1	2

RENAISSANCE CENTRE PROGRAM GUIDE

[VIEW](#)

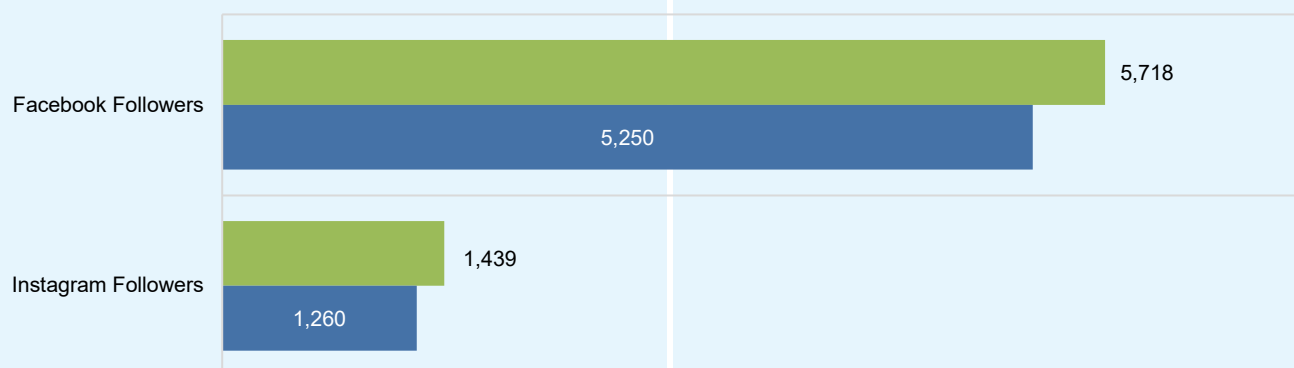
The program guide is updated twice per year in January and July. The RC hosted national touring artist AJ Croce for his “Croce Plays Croce” concert on April 22nd. The sold-out audience gave Croce a 2-minute standing ovation.

Over 600 art enthusiasts visited the Community-Student art show this month. The exhibit featured over 270 pieces of art by students from ten area elementary, middle, and high schools.

Eighty donors and sponsors were treated to music, art, and food at a VIP reception to honor their contributions to the Renaissance Centre.

SOCIAL ENGAGEMENT

■ Apr-23 ■ 22-Apr



Wake Forest Power

CUSTOMER SUMMARY

	APRIL 2023	APRIL 2022
Electric Meters/Customers	7,087	6,686
Pre-Pay Power Customers	480	457
H.O.P.E. Participants	46	45
N.C. GreenPower Participants	17	17

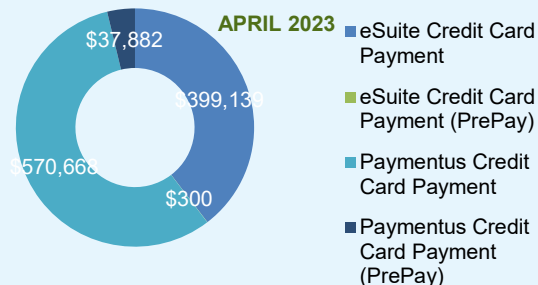
POWER OUTAGES

	APRIL 2023	APRIL 2022
Total Number of Customers Affected by Outages this Month	1,848	79
Average Number of Customers Affected per Outage	264	39.5

PAYMENTS RECEIVED

	APRIL 2023	APRIL 2022
eSuite Credit Card Payments	\$399,139	\$363,420
eSuite Credit Card Payments (Pre-Pay)	\$300	2,614
Paymentus CC Payments	\$570,668	526,983
Paymentus CC Payments (Pre-Pay)	\$37,882	39,885

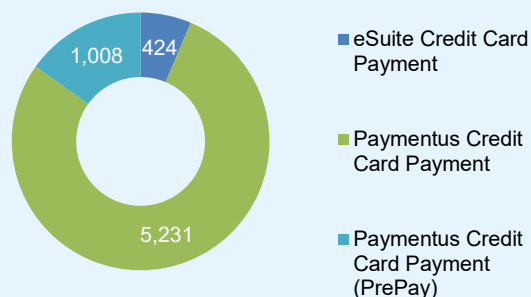
PAYMENTS RECEIVED



NUMBER OF TRANSACTIONS

	APRIL 2023	APRIL 2022
eSuite Credit Card Payments	424	460
Paymentus CC Payments	5,231	5,178
Paymentus CC Payments (Pre-Pay)	1,008	1,354

PAYMENTS RECEIVED APRIL 2023



Advisory Boards

Historic Preservation Commission

MEETINGS

Most recent meeting held 4/12/2023

Number of members in attendance 7 out of 9

The staff liaison provided the HPC with training on the Federal, state, and local historic preservation programs including the North Carolina enabling legislation, and local ordinance requirements. The group discussed projects for the CLG Grant cycle as well as the budget. Staff will provide training on the design standards in May.

Human Relations Council

MEETINGS

Most recent meeting held 4/27 /2023

Number of members in attendance 8 out of 12

Continued Good Neighbor Day Planning.

Public Art Commission

MEETINGS

Most recent meeting held 4/27/2023

Number of members in attendance 7 out of 8

The Commission is working on several projects. Student murals at Alston Massenburg, Art Plan update, Call to Artists for Renaissance for 10-year anniversary sculpture, and the Celebration of the Arts community event on October 7. Welcomed new Commissioner Violaine Romans-Murray.

Parks, Recreation & Cultural Resources Advisory Board

MEETINGS

Most recent meeting held 04/24/2023

Number of members in attendance 10 out of 12

Work Group Updates
National Trails Day (6/3) – 5k/3k: Currently 78 are registered, same as April 2022. Town printed yard signs, install on greenways and community center (JP), Smith Creek, nine signs. Signs will also be placed at the Sprayground.
Art in the Park (8/26): New member Felicia Roberts was added to the work group.
Unplugged (9/3): Luke will send the supply list to Suja for purchase. New member Sarah Seaman was added to the work group.

Technology Advisory Board

MEETINGS

Most recent meeting held 4/ 24/2023

Number of members in attendance 8 out of 10

TAB worked on the final details for the STEM Saturday event. The event was held on April 29th and we estimated around 800 participants.

Urban Forestry Board

MEETINGS

Most recent meeting held 4/ 25/2023

Number of members in attendance 8 out of 11

The urban forestry handbook was presented.



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-43-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: May 16, 2023

SUBJECT

Wake County Tax Release

Recommendation:

Item Summary:

ATTACHMENTS

- [TXREP-WF-MAY2023-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
JAMES WEST

May 2, 2023

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 May 1, 2023, approved and accepted the enclosed tax report for the Town of Wake Forest.

The attached adopted actions are submitted for your review; no local board action is required.

Sincerely,

A handwritten signature in dark ink, appearing to read "Yvonne Gilyard".

Yvonne Gilyard
Clerk to the Board
Wake County Board of Commissioners

Board Report

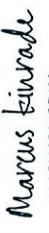
Date : 05/01/2023

TO : WAKE COUNTY BOARD OF COMMISSIONERS
RE: CONSIDERATION OF REFUND FOR TAXES, INTEREST AND PENALTIES FOR WAKE FOREST

Approved By : 
DocuSigned by: Kim Lortbader
48E0266258A4D0...

Return

No.	Name of Tax Payer	Account Number	Tax and Penalties	Total Rebate	Total Refund	Request Status
1	GAHC3 WAKE FOREST NC TRS SUB LLC 18191 VON KARMAN AVE STE 300 IRVINE CA, 92612 - 7106	0000337558- 2022- 2022- 000000	City 689.98 County 863.52	1,553.50	1,553.50	Refund
	Marcus D. Kinrade		Total City Rebated 689.98			
	Wake County Tax Administrator		Total County Rebated 863.52			
			Total Rebate/Refund	1,553.50	1,553.50	

DocuSigned by: 
CC: 03C5063B04D7486...

*Refund amount may differ from rebated total due to released interest or application of payment to any balance due on the account.



WAKE COUNTY TAX ADMINISTRATION

Rebate details

3/1/2023 - 3/31/2023

WAKE FOREST

DATE
04/02/2023
TIME
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PAGE
1

REBATE NUMBER	PROPERTY SPEC DIST	CITY TAG	LATE LIST	BILLED INT	TOTAL REBATED	PROCESS DATE	ACCOUNT NUMBER	TAX YEAR	FOR YEAR	BILLING OWNER TYPE
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WAKE FOREST (Not In District)

BUSINESS ACCOUNTS

842913	0.00	0.00	0.00	5.12	0.00	5.12	03/29/2023	0006155278	2022	2022	007000	TRILOGY LEASING CO LLC
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Subtotal for

BUSINESS ACCOUNTS	0.00	0.00	0.00	5.12	0.00	5.12	1 Properties Rebated
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BUSINESS REAL ESTATE ACCOUNTS

842925	689.98	0.00	0.00	0.00	0.00	689.98	03/30/2023	0000337558	2022	2022	000000	GAHC3 WAKE FOREST NC ALF LLC
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Subtotal for

BUSINESS REAL ESTATE ACCOUNTS	689.98	0.00	0.00	0.00	0.00	689.98	1 Properties Rebated
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INDIVIDUAL PROPERTY ACCOUNTS

842527	65.77	0.00	30.00	6.58	0.00	102.35	03/24/2023	0006753124	2022	2022	000000	KARPENKO, OLEKSIY DMYTROVYCH
841408	169.85	0.00	30.00	0.00	0.00	199.85	03/10/2023	0006990635	2023	2022	000000	GOREY, KEVIN MICHAEL
841282	90.01	0.00	25.00	0.00	0.00	115.01	03/09/2023	0006950132	2022	2021	000000	BROOKBANK, CHRISTINA ANN
840543	239.31	0.00	30.00	0.00	0.00	269.31	03/01/2023	0006982868	2023	2022	000000	MITCHELL, JENNIFER THOMAS
842388	68.60	0.00	25.00	0.00	0.00	93.60	03/22/2023	0006937336	2021	2020	000000	PIONTEK, EILEEN MARIE
842774	335.00	0.00	25.00	0.00	0.00	360.00	03/28/2023	0006948412	2022	2021	000000	MCCARTHY, JAMES JOSEPH JR

Subtotal for

INDIVIDUAL PROPERTY ACCOUNTS	968.54	0.00	165.00	6.58	0.00	1,140.12	6 Properties Rebated
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WAKE COUNTY TAX ADMINISTRATION

Rebate details
3/1/2023 - 3/31/2023

DATE 04/02/2023
TIME 11:16:24 PM
PAGE 2

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
WILDLIFE BOAT ACCOUNTS											
842507	57.15	0.00	0.00	5.72	0.00	62.87	03/23/2023	0004136562	2018	2018	KATO, EDWARD J
842655	71.26	0.00	0.00	7.13	0.00	78.39	03/28/2023	0004201711	2022	2022	WELBY, ASHER DEE
Subtotal for											
WILDLIFE BOAT ACCOUNTS	128.41	0.00	0.00	12.85	0.00	141.26			2	Properties Rebated	
TOTAL											
WAKE FOREST (Not In District)	1,786.93	0.00	165.00	24.55	0.00	1,976.48			10	Properties Rebated for the District/City	
TOTAL FOR											
CITY											
WAKE FOREST	1,786.93	0.00	165.00	24.55	0.00	1,976.48			10	Properties Rebated for the City	



WAKE COUNTY TAX ADMINISTRATION

Rebate details
3/1/2023 - 3/31/2023

WAKE FOREST

DATE 04/02/2023
TIME 11:16:24 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 TYPE	OWNER
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Grand Total:	19,764.84	372.25	1,005.00	2,601.20	0.00	23,743.29		85	Properties Rebated for All Cities			
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Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-44-

Submitted by: Terry Savary

Submitting Department: Administration

Meeting Date: May 16, 2023

SUBJECT

Commissioner Reports

Recommendation:

Item Summary:

ATTACHMENTS

-



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-145-

Submitted by: Kip Padgett

Submitting Department: Administration

Meeting Date: May 16, 2023

SUBJECT

Closed Session - Closed Session to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract. N.C.G.S. § 143.318.11(a)(5)

Recommendation:

Item Summary:

ATTACHMENTS

-



Board of Commissioners Agenda Item Report

Agenda Item No.: 2023-149-

Submitted by: Hassan Kingsberry

Submitting Department: Administration

Meeting Date: May 16, 2023

SUBJECT

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)

Recommendation:

Item Summary:

ATTACHMENTS

-